

Subject: Planning Service Agreement and 2024 Memorandum of Understanding
(Engineering Function and Services in Niagara)

Report to: Planning and Economic Development Committee

Report date: Wednesday, October 9, 2024

Recommendations

1. That the Region's Chief Administrative Officer **BE AUTHORIZED** to sign the Planning Service Agreement with interested area municipalities, upon provincial proclamation for the amendments to the Planning Act related to upper-tier municipal planning responsibilities; and
2. That the Region's Chief Administrative Officer **BE AUTHORIZED** to sign the 2024 Memorandum of Understanding (Engineering Function and Services in Niagara) upon provincial proclamation for the amendments to the Planning Act related to upper-tier municipal planning responsibilities.

Key Facts

- The purpose of this report is to provide information to Council on discussions amongst local area municipalities in preparation for proclamation and to seek approval to enter into a planning service agreement and an engineering Memorandum of Understanding (MOU).
- Bill 23, *More Homes Built Faster Act* received Royal Assent on November 28, 2022.
- Bill 23 made significant changes to the *Planning Act*, in particular removing upper-tier planning responsibilities upon proclamation. The proclamation date for Niagara Region has not been set.
- Bill 23 added section 15 (2) to the *Planning Act*. This section contemplates the potential for an agreement between a lower tier municipality and an upper tier municipality, whereby the upper tier may provide advice and assistance on planning matters to the lower tier municipality.
- As a result of this change, the Region facilitated discussions with local municipal CAOs and Planning Directors to determine a new model of planning service delivery that supports the changes to provincial legislation, expected growth needs across the Region, and an improved customer-centered service approach.

- The Planning Service Agreement was prepared through consultation and collaboration. It sets out the terms of service delivery between the Region and those interested municipalities following proclamation of the removal of removal of upper-tier planning responsibilities. The Planning Service Agreement would not be effective until 90 days following the proclamation date by the Province.
- Currently, the Region is still responsible for commenting on planning matters of provincial interest and the approval process. The 2019 MOU (Planning Function and Services in Niagara) outlines the roles and responsibilities between the Region and the Area Municipalities specifically to planning and engineering review and will remain in effect until proclamation.
- Post-proclamation, a new MOU is required. The 2024 MOU (Engineering Function and Services in Niagara) was prepared through consultation and collaboration with the Public Works Officials and Planning Directors. It would come into effect upon proclamation. It removes the planning review and updates the engineering review functions related to development applications.

Financial Considerations

The Planning Service Agreement specifies that costs of services related to the development review function will be covered by the regional application review fees. Additionally, the agreement allows for the Area Municipalities to request assistance from the Region on special projects based on staffing capacity and a fee for service model. Fees will be established under the Region's Fees and Charges By-law.

Analysis

In October 2022, the Province released the omnibus Bill 23 *More Homes Built Faster Act*. Bill 23 proposed several changes the *Planning Act*, along with changes to other legislation. One major change proposed to the *Planning Act* is the addition of a section to the *Planning Act* that would remove planning authority from certain upper-tier municipalities, including Niagara Region upon proclamation. The Minister has indicated that the change to upper-tier municipalities without planning responsibilities will be proclaimed by the end of the 2024, although a specific date for Niagara Region has not yet been set.

What we do

Currently, the Region comments on development applications from a provincial and regional perspective (i.e., land use compatibility, archaeology assessment, employment

land conversion, records of site condition, regional infrastructure including roads and water and wastewater, waste management, storm water management, sewage system review etc.).

Additionally, from a policy perspective we update and maintain the Niagara Official Plan (NOP). As part of the transition, area municipalities will be responsible for maintaining the NOP until they have completed updates to their local official plans that incorporate applicable NOP policies into their plans.

Following proclamation, the Region will not be responsible for commenting on matters of provincial interest but will continue to comment on matters of Regional interest (i.e. regional infrastructure, other engineering services and Region owned properties). Therefore, the Region continues to have a commenting role in the Planning approvals process. Additionally, the need for enhanced regional growth management and staging of development is necessary to ensure effective and financially sustainable input occurs to post proclamation discussions with the Area Municipalities on how and where they will grow.

Planning Service Agreement

To assist with the transition, the Province also added a new section to the Planning Act as part of the Bill 23 amendments specific to upper-tier municipalities:

15 (2) The council of an upper-tier municipality, on such conditions as may be agreed upon with the council of a lower-tier municipality, may provide advice and assistance to the lower-tier municipality in respect to planning matters generally.

Section 15 (2) allows the area municipalities the ability of having the Region provide advice and assistance to area municipalities.

In late 2022 and early 2023 the Region met with the 12 area CAO's and Planning Directors to discuss the implications of downloading regional planning authority and functions to lower-tier municipalities. As part of these meetings the Region retained a facilitator to assist with the discussion and to develop a new model for the delivery of planning services that supports the provincial changes, meets the Regions expected growth needs and is based on a customer-centred service approach.

Through discussions with area CAO's and Planning Directors it was determined that some area municipalities felt there was interest in maintaining consistent delivery of the planning function across Niagara. In addition, it was determined that the preferred approach would be to share the resources of the Regional planners with those interested municipalities on a fee-for-service basis recognizing that each municipality may have differing needs.

Currently, Niagara Region operates on a fee-for-service approach to cover staff time to undertake the development review function. The cost of development planning review work is passed onto the applicant. This same approach would be used in the planning service agreement. The regional planning development review fee costs can be found within Appendix B of service agreement. Regional staff will undertake the review role on behalf of the area municipality and formal comments will appear as the area municipalities comments.

Appendix C of the agreement allows an area municipality to purchase additional planning resources on a project basis. This is dependant on available staff capacity and on a first come basis.

The planning service agreement was prepared with the support of external legal counsel also specifies:

- monthly invoicing for services provided;
- annual fee adjustment per the Consumer Price Index (CPI) or adjustments outlined in the Region's Fees and Charges By-law;
- the parties conduct a review of the agreement at the end of the term to determine if the timelines, service requirements and levels of service have been met; and,
- conflict and dispute resolutions.

The agreement will come into effect 90 days after proclamation is announced for Niagara Region becoming an upper tier without planning authority and expire 90 days following the next municipal election. Additionally, the agreement provides time for an effective transition of responsibilities following proclamation and for those municipalities looking to extend, amend, or terminate the agreement as needed.

To date there are six area municipalities that have formally requested assistance from the Region to provide advice on planning matters (Lincoln, Pelham, Grimsby, Niagara on the Lake, St. Catharines and Wainfleet). Four additional municipalities have indicated they are interested in exploring this option.

2024 Memorandum of Understanding (Engineering Function and Services in Niagara)

The 2019 MOU has been updated to remove the land use planning review function and will only pertain to engineering review. The purpose of the 2024 MOU is to update and clarify the respective engineering roles and responsibilities of the Region and Area Municipalities, as well as to be an instrument of continuously improving service and relationship management. This revised 2024 MOU sets the foundation for the future and confirms the framework within which the Parties will function and provide engineering

services.

The 2024 MOU has been collaboratively developed by the MOU Working Group. It has been reviewed, refined, and endorsed by the Public Works Officials and Niagara Area Planners. The 2024 MOU outlines the relationship with our Area Municipalities and outlines the Region's participation in planning approvals on matters related to regional infrastructure, other services, Region owned land, collaboration on growth related matters, etc. This will replace the current 2019 MOU between the Region and all area municipalities upon proclamation.

The 2024 MOU update also includes the following additional changes:

- allows Area Municipalities to request the Region's assistance on storm water management review: and,
- also provides a provision that local Official Plan policies will have to be updated to include Niagara Official Plan policies related to infrastructure.

Alternatives Reviewed

Regional Council can decide not to enter into the planning service agreement. This option is not recommended as many of our area municipalities do not have the in-staff capacity or experts to take on all the planning review functions currently.

Regional Council can decide not to enter into the 2024 MOU. This option is not recommended as it clearly sets out the role and expectations of the Region with respect to planning approvals for the area municipalities.

These two items further assist the Region and the area municipalities to prepare for proclamation.

Relationship to Council Strategic Priorities

The planning service agreement and the 2024 MOU support Council's strategic priority of an Effective Region.

- Implement continuous improvement and modernized processes to ensure value-for-money in Regional services and programs.
- Explore and implement opportunities to improve service delivery outcomes through shared services.

In addition, they specifically address Council's strategic priority of an Equitable Region.

3.2 Support growth and development following Bill 23, More Homes Built Faster Act, 2022

Other Pertinent Reports

- PDS 4-2019 Memorandum of Understanding for Planning Function and Services between Niagara Region and Local Area Municipalities
- PDS 2-2018 Protocol for Planning Services Between the Regional Municipality of Niagara and the Niagara Peninsula Conservation Authority – January 10, 2018
- PDS-49-2017 MOU Planning Services in Niagara – November 8, 2017
- PDS-43-2017 Review and Update of the 2007 Memorandum of Understanding (MOU) between the Local Area Municipalities, Niagara Peninsula Conservation Authority and Niagara Region, and the 2008 Protocol for Plan Review and Technical Clearance between the Niagara Peninsula Conservation Authority (NPCA) and Niagara Region – September 15, 2017
- PDS-C 4-2014 Local Area Municipal Response to the 2014 Update to the Memorandum of Understanding for improving the Planning Function in Niagara – May 14, 2014
- PW 1-2014 Building Relationships, 2014 Update to the Memorandum of Understanding for Improving the Planning Function in Niagara – January 7, 2014
- PW 10-2007 Memorandum of Understanding – Planning System in Niagara

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This report was prepared in consultation with Susan Dunsmore, Acting Director Infrastructure Planning and Development Engineering and Angela Stea, Director of Corporate Strategy and Community Sustainability.

Appendices

Appendix 1	Planning Service Agreement
Appendix 2	2024 Memorandum of Understanding (Engineering Function and Services in Niagara)

PLANNING SERVICES AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "Region")

-and-

THE CORPORATION OF THE TOWN _____

(hereinafter called the "Town")

(Change to "City" or "Township" throughout as appropriate)

(hereinafter together referred to as the "Parties" and individually as a "Party")

WHEREAS the Region is an upper-tier municipality established pursuant to the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*");

AND WHEREAS the Town is a lower-tier local municipality within the Region and incorporated pursuant to the provisions of the *Municipal Act, 2001*;

AND WHEREAS pursuant to subsection 15(2) of the *Planning Act*, R.S.O. 1990, c. P.13 ("*Planning Act*") the Council of an upper-tier municipality, on such conditions as may be agreed upon with the Council of a lower-tier municipality, may provide advice and assistance to the lower-tier municipality in respect of planning matters generally;

AND WHEREAS the Region and the Town desire to enter into an agreement whereby the Region shall provide advice and assistance to the Town in respect of planning matters;

AND WHEREAS the Region and Town desire to deliver timely and streamlined planning services to the public, based upon a mutual understanding of their respective roles and responsibilities, and seek to collaborate without duplication of service in order to achieve efficient and cost effective resourcing;

AND WHEREAS the Region desires to provide planning services to its lower-tier municipalities which exhibit equity as between the lower-tier municipalities, recognizing that each lower-tier municipality has different circumstances and different resource needs resulting in allocations of Regional resources that will aim to be fair but which may be different for each lower-tier municipality;

AND WHEREAS the Region and the Town acknowledge that entering into a Planning Services Agreement will facilitate the ability of the Region to continue providing planning

services, data collection and data analysis, mapping services and growth management analysis and advice, for use by the Region and its lower-tier municipalities;

AND WHEREAS the Region and the Town desire to enter into this Planning Services Agreement (“Agreement”);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Region and the Town agree as follows:

1. PURPOSE AND SCOPE

- 1.1. This Agreement sets out the advice, assistance and services to be provided by the Region to the Town in respect of planning matters so as to promote the delivery of efficient and effective municipal planning services using a “one-window” approach.
- 1.2. The Parties acknowledge and agree that notwithstanding any other provision of this Agreement, the planning services provided by the Region under this Agreement shall be provided on an as-needed basis in accordance with the Town’s planning needs and the volume of development applications received and that this Agreement does not guarantee a minimum or any number of service requests by the Town.
- 1.3. The Parties further acknowledge and agree that in furtherance of the “one-window” approach to providing municipal planning services, Region planning staff may on occasion use Town resources such as office space, communications equipment and letterhead, to provide services under this Agreement. However, this Agreement does not and shall not be taken to create an employment relationship between any member of Region planning staff and the Town.
- 1.4. The Parties further acknowledge and agree that this Agreement shall encompass, address and govern all planning services provided by or exchanged between the Region and the Town but shall not encompass, address or govern other service relationships between the Region and the Town, including but not limited to all non-planning services.

2. TERM

- 2.1. This Agreement shall be subject to approval by the Council of the Region and the Council of the Town and upon such approvals, shall be deemed effective on the date that is ninety (90) days following the proclamation of amendments to the *Planning Act* pursuant to which the Region becomes an upper-tier municipality without planning responsibilities and shall, unless terminated earlier in accordance with this Agreement, expire on the date that is ninety (90) days following the next regular municipal election (“the Term”).

- 2.2. At least twelve (12) months prior to the expiry of the Term, staff of the Parties shall enter into good faith negotiations to extend or amend this Agreement on such terms and conditions as may be agreed to by the Parties and approved by their respective Councils.
- 2.3. The terms and conditions of this Agreement shall apply to all services requested, commenced and/or provided prior to the end of the Term, including during the negotiation period prescribed by paragraph 2.2. In the event that the Parties have agreed to extend or amend this Agreement but have not sought Council approval by the end of the Term, the terms and conditions of this Agreement shall continue to apply until Council has considered the proposed extension or amendment of this Agreement, provided that this occurs within nine (9) months of the end of the Term, failing which this Agreement shall expire.

3. PLANNING SERVICES PROVIDED BY THE REGION

- 3.1. The Region shall provide to the Town the planning services set out in Appendix "A", which is appended hereto and forms part of this Agreement and shall adhere to all timeframes for service delivery set out therein.
- 3.2. The Town shall circulate all pre-consultation applications to the Region where the application identifies a service to be provided by the Region in accordance with Appendix "A". Where the Region is able to provide the services identified in the pre-consultation application, the Town shall not receive such services from any other source.
- 3.3. The Region shall charge fees in accordance with the Region's Fees and Charges By-law for the planning services provided to the Town under paragraph 3.1, which shall be the same rate as is charged by the Region to all of its local municipalities for the services set out in Appendix "A".
- 3.4. The Region shall provide to the Town the planning services set out in Appendix "B", which is appended hereto and forms part of this Agreement, upon receipt of a written request by the Town, and shall adhere to all timeframes for service delivery set out therein.
- 3.5. The Region shall charge fees in accordance with the Region's Fees and Charges By-law for the planning services provided to the Town under paragraph 3.4, which shall be based upon the rates set out in Appendix "B", and which shall be funded by the fee(s) for the development application to which the services relate.
- 3.6. The Region shall provide to the Town the planning services set out in Appendix "C", which is appended to and forms part of this Agreement, upon the exchange of a written service request from the Town and a written service and budget proposal from the Region, which shall be agreed to by the Parties before the services are provided.

- 3.7. The Region shall charge fees in accordance with Region's Fees and Charges By-law for the planning services provided to the Town under paragraph 3.6, which shall be based upon the hourly rates set out in Appendix "C", and which shall be funded as budgeted for by the Town.
- 3.8. The fees required to be paid by the Town to the Region under this Agreement, shall be collected by the Town and remitted to the Region. The fees shall be invoiced by the Region to the Town on a monthly basis.
- 3.9. Notwithstanding paragraph 3.8, the Region shall be responsible for and reimburse the Town for any fees required to be refunded under sections 34(10.12) and 41 (11.1) of the *Planning Act* if the Region does not meet the timelines set out in Appendix "A" or any timelines applicable to the services set out in Appendix "B" or Appendix "C", irrespective of the reason(s) for non-compliance.
- 3.10. The Town shall be responsible for and indemnify the Region, if necessary, for any fees required to be refunded by the Region under sections 34(10.12) and 41(11.1) of the *Planning Act* if the Town does not meet the timelines as set out in Appendix "A" or Appendix "C", irrespective of the reason(s) for non-compliance.
- 3.11. Notwithstanding the foregoing, the Parties may mutually agree to waive reimbursement or indemnification of fees refunded under paragraphs 3.9 and/or 3.10.
- 3.12. The Region will provide planning advice and opinions as necessary and participate in any proceeding including proceedings before the Ontario Land Tribunal in accordance with the provisions and rates set out in this Agreement in accordance with the Region's Fees and Charges By-law.
- 3.13. The fees charged by the Region under this Agreement may be increased and adjusted annually in accordance with the Consumer Price Index or any applicable fee increases, or adjustments identified in the Region's Fees and Charges By-law.
- 3.14. The Town will pay all of the Region's invoices issued under this Agreement within thirty (30) days of the invoice date. Should the Town fail to make payment or portion thereof on invoices issued under this Agreement, the Town shall pay to the Region interest due on the amount in default at the rate of fifteen (15) per cent per annum, accrued monthly, from the due date of the invoice until the payment is made.
- 3.15. The fees charged by the Region under this Agreement shall be paid in full by the Town in accordance with the terms of this Agreement and shall not be credited to or set off against any other amounts owing or payable by the Parties pursuant to any other agreement or arrangement between them.

- 3.16. At the end of the first year of the Term, the Parties shall conduct a review of fees charged by the Region under this Agreement and shall determine if any fees require adjustment for one (1) or more subsequent years of the Term.
- 3.17. Planning services provided by the Region under this Agreement shall comply with all applicable professional and industry standards.
- 3.18. At the end of each year of the Term, the Parties may, at the request of either Party, conduct a joint review of all services provided by the Region under this Agreement in the preceding year. The purpose of the review shall be to assess and determine if the timelines, service requirements and levels of service prescribed by this Agreement have been met. For greater certainty, any such review shall not encompass, address or alter the nature of services to be provided by the Region under this Agreement in subsequent years of the Term.

4. CONFLICT

- 4.1. In the event of a conflict between the Region and the Town as to the interpretation of a Provincial Plan, Provincial Policy and/or an Official Plan Policy, planning staff of the Region and the Town shall work together to resolve the interpretation issue and if such issue is not resolved, the Town, as the approval authority, shall make a final determination in respect of the conflict.
- 4.2. Either Party may decline to request or provide planning services in relation to a specific matter if there is an actual or perceived conflict between the interests of the Region and the interests of the Town in relation to that matter arising under this Agreement. The Chief Administrative Officer of the Region and the Chief Administrative Officer of the Town shall have authority to determine if there is an actual or perceived conflict of interest and, where a Party identifies an actual or perceived conflict of interest, it shall immediately notify the other Party of same.

5. INSURANCE AND INDEMNITY

- 5.1. During the Term, the Region shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the Town as an additional insured but only with respect to this Agreement.
- 5.2. During the Term, the Town shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the Region as an additional insured but only with respect to this Agreement.

- 5.3. The Region and the Town shall each indemnify and save harmless the other from claims of any kind arising from or in any way related to this Agreement.

6. DISPUTE RESOLUTION

- 6.1. In the event that a dispute arises as to the interpretation, application and/or execution of this Agreement, including but not limited to any Party's rights or obligations under this Agreement and/or an allegation of default or breach, the Party that disputes the other Party's position or conduct shall provide written notice of the dispute.
- 6.2. Where a notice of dispute is received in accordance with paragraph 6.1, the Parties' planning staff shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the notice is delivered. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 6.3. In the event that the Parties' planning staff fail to resolve the dispute, the Parties' Chief Administrative Officers shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the discussions commence. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 6.4. In the event that the Parties fail to resolve a dispute under paragraphs 6.2 or 6.3, the parties shall refer the matter to non-binding mediation by a mediator agreed on by the Parties. If mediation fails to resolve the dispute, the Parties shall refer the matter to arbitration by an arbitrator agreed on by the Parties and shall proceed in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, without any right of appeal.
- 6.5. Each Party shall bear its own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal, mediation and arbitration costs.

7. EVENTS OF DEFAULT AND TERMINATION

- 7.1. Any of the following circumstances constitutes a default under this Agreement:
- (a) if a Party fails to make any payment required under this Agreement and such failure continues for a period of one hundred and eighty (180) days after written notice thereof has been given by the other Party pursuant to the provisions of this Agreement; and/or
 - (b) other than a default under (a) above, if a Party is in default under any of the provisions of this Agreement and such default continues for a period of fourteen (14) days after written notice thereof has been given by the other Party.

- 7.2. Upon an event of default set out in paragraph 7.1, either Party may terminate this Agreement on sixty (60) days' written notice to the other Party.
- 7.3. Notwithstanding sections 7.1 and 7.2, either Party may terminate this Agreement without cause, upon eighteen (18) months' notice.

8. NOTICE

- 8.1. Any and all information, records, notices, approvals, waivers, agreements, extensions or other communications pursuant to this Agreement given by the Region or the Town shall be in writing unless the Parties agree otherwise in writing.
- 8.2. Any notices required to be given pursuant to this Agreement shall be delivered by personal delivery, regular or prepaid first-class mail, or email and addressed to the Party to whom it is given as follows:

If to the Region: THE REGIONAL MUNICIPALITY OF NIAGARA
1815 Sir Isaac Brock Way
P.O. Box 1042
Thorold ON L2V 4T7

Attention: INSERT NAME AND EMAIL ADDRESS

If to the Town(ship): THE CORPORATION OF THE TOWN(SHIP) OF NAME
INSERT ADDRESS
INSERT ADDRESS
INSERT ADDRESS

Attention: INSERT NAME AND EMAIL ADDRESS

or such other address or email address of which either Party has notified the other, in writing, and any such notice shall be deemed sufficient under this Agreement.

- 8.3. Any notice given pursuant to this Agreement shall be deemed to have been given to and received by the Party to whom it is addressed as follows:
- (a) where personally delivered, on the date of delivery;
 - (b) where sent by regular or prepaid first class mail, on the fifth (5th) day after mailing; or
 - (c) where sent by email, on the date of email transmission, unless the email was sent after 4:00 p.m., in which case notice is deemed to have been given and received on the next business day.

9. GOOD FAITH

- 9.1. The Town and the Region, including their planning staff and any other employees, officers, representatives and agents shall at all times act honestly, in good faith and with all due diligence and dispatch in taking all actions and in making all decisions pertaining to the implementation and administration of this Agreement.
- 9.2. The Town and the Region, including their planning staff and any other employees, officers, representatives and agents shall make their best and timely efforts upon the reasonable request of the other Party to make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever necessary to give effect to this Agreement and the terms and conditions contained herein.

10. AMENDMENTS

- 10.1. This Agreement may be amended by mutual agreement of the Parties at any time during the Term. Any changes, alterations or amendments to this Agreement shall be made in writing and signed by one or more persons authorized as representatives of the Region and the Town and who can bind the respective Parties and shall be appended to this Agreement.
- 10.2. Without limiting the generality of the foregoing, the Parties may amend this Agreement at any time during the Term to add as Appendix "D" a list of further services as special projects that the Region may provide, subject to capacity, to the Town and for which the Region shall charge fees in accordance with its Fees and Charges By-law. Services provided pursuant to Appendix "D" shall be subject to section 3 of this Agreement.
- 10.3. For greater certainty, the Parties are authorized to amend this Agreement in accordance with paragraphs 10.1 and 10.2 without requiring the approval of their respective Councils provided that the amendments are minor in nature, are mutually agreed to by the Parties and do not impact or change the purpose or intent of this Agreement.

11. GENERAL

- 11.1. In this Agreement, words importing a singular number shall include the plural and vice versa, words importing the any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.
- 11.2. Unless the context otherwise requires, the words "Region" and "Town" wherever used in this Agreement shall be construed to include and to mean the successors and/or assigns of the Region and the Town respectively.
- 11.3. This Agreement shall be governed, construed and enforced according to the laws of the Province of Ontario and the laws of Canada applicable therein.

- 11.4. In the event that any of term, condition or provision contained in this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 11.6. Moreover, any delay or failure on the part of a Party to exercise or enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver of same and shall not constitute a waiver of any rights, powers or remedies with respect to any subsequent default or breach.
- 11.7. The Parties acknowledge and agree that nothing in this Agreement shall be deemed to fetter or interfere with either Party's responsibilities and rights as municipal bodies.
- 11.8. This Agreement constitutes the entire agreement between the Parties relating to the matters set out herein. There are no representations, promises, covenants or other terms relating to the content of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the Parties in relation to its subject matter.
- 11.9. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email.

[signature page follows]

IN WITNESS WHEREOF, the Region has on the ____ day of _____, 2023 executed this Agreement.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____

Name:

Title:

I have the authority to bind the Regional Corporation

IN WITNESS WHEREOF, the Town(ship) has on the ____ day of _____, 2023 executed this Agreement.

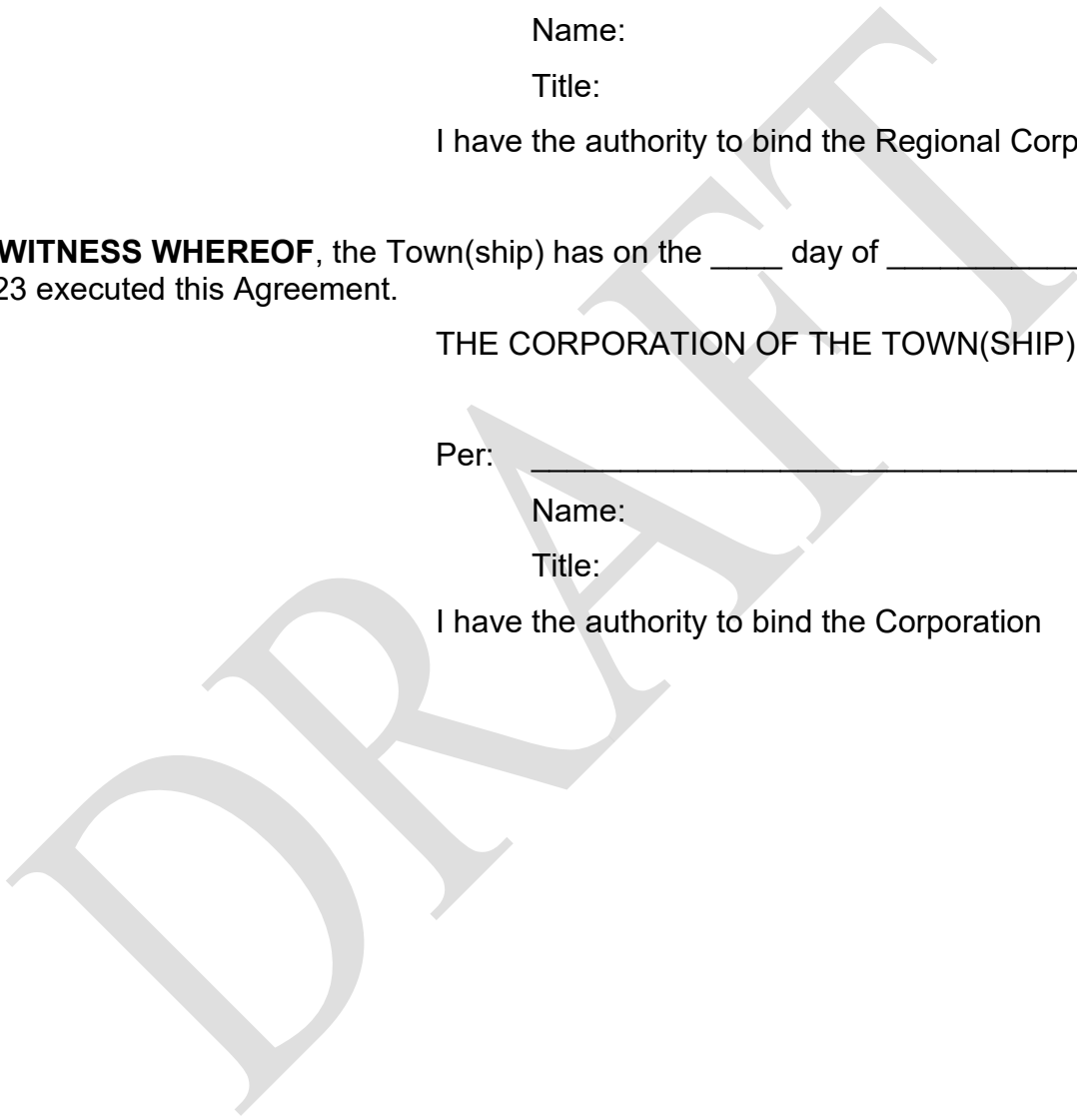
THE CORPORATION OF THE TOWN(SHIP) OF

Per: _____

Name:

Title:

I have the authority to bind the Corporation



APPENDIX “A”
Planning Services and Timeframes Provided by the Region
at Same Rate for All Local Municipalities

Development Planning Service Review to be provided for planning applications include:

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Site specific Regional Official Plan Amendment	Region to receive required information/plans a min. of 10 calendar days prior to pre-consultation. Region to provide comments 12 calendar days After Pre-Consultation meeting. Any peer reviews to be identified at pre-consultation meeting. Recommend meetings in advance of pre-con for complex applications Area Municipality provide Pre-Consultation notes to applicant within 14 calendar days	Region to provide comments within 20 calendar days
Secondary Plan (Local Official Plan Amendment)	<i>Same as above</i>	As determined in consultation with the area municipality
Complete Application Review	N/A	Region to provide comments within 20 calendar days
Other Comprehensive Local Official Plan Amendment	Same as above	As determined in consultation with the area municipality
Site specific Local Official Plan Amendment	Same as above	Region to provide comments within 20 calendar days

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Combined OPA/Zoning Amendment	Same as above	Region comments within 20calendar days
Comprehensive zoning by-law (initiated by area municipality)	Same as above	As determined in consultation with the area municipality
Site specific zoning by-law amendment (including Holding Provision)	Same as above	Region to provide comments within 20 calendar days
Draft plans of subdivision or condominium	Same as above	Region to provide comments within 35 calendar days
Modifications to Draft Approved Subdivision and Condominium	Same as above	Region to provide comments within 35 calendar days
Consent	Same as above	Region to provide comments within 10 calendar days in urban areas and within 14 calendar days in rural areas (on private services).
Minor Variance	Same as above	Region to provide comments within 10 calendar days.
Site Plan	Same as above	Region to provide comments within 14 calendar days
Extension of draft Approval	Same as above	Region to provide comments within 10 calendar days
Clearance of Conditions	Same as above	Region to provide comments within 15 calendar days

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Niagara Escarpment Development Permit	Same as above	Region to provide comments within 30 calendar days
Niagara Escarpment Plan Amendment	Same as above	Region to provide comments within 60 calendar days

DRAFT

APPENDIX “B”

**Planning Services Provided by the Region Upon Request
Fee for Service Funded by Development Applications**

Appendix B- Niagara Region Planning Fee for Service

Development Planning Review Service:

Includes Provincial Policy and Regional review for the below listed applications. Depending on the nature of the application the review will include *Land Use Compatibility*¹, *Archaeological assessment*, *Employment Land Conversion*, *Former Landfill Sites*, *Gas and Petroleum Resources*, *Screening to address Source Water Protection*

*development planning fee only includes planning review

Service	Fee
Official Plan Amendments	
Regional Official Plan Amendment Review	\$11,205
Regional Official Plan Amendment Application Fee - Urban Boundary Expansion	\$11,205
ROPA to establish or expand and a pit or quarry	\$114,100
Major Official Plan Amendment Review (<i>3 or more types of Provincial/Regional policy review</i>)	\$4,775
Minor Official Plan Review (<i>2 or less types of Provincial/Regional policy review</i>)	\$2,450
Subdivision, Vacant Land or Common Element Condominium Base Fee:	
Draft Plan Review Base Fee (Fee is based on the entire area of the subdivision and consists of a base fee and per hectare fee)	\$1,790
Draft Plan Per Hectare Fee (Fee is based on the entire area of the subdivision and consists of a base fee and per hectare fee)	\$790

¹ Peer Reviews will not be a fee for service but will be required to be paid for by the applicant when required for a development application. Peer Reviews will be identified during pre-con including cost estimate.

Subdivision, Vacant Land or Common Element Condominium Base Fee:	
Modification of Draft Plan Approval	\$1,925
Extension of Draft Plan Approval	\$1,395
Extension of Draft Plan Approval (Approved prior to 2006)	\$2,775
Clearance of Draft Plan Conditions (per phase)	\$1,925
Standard Condominium Base Fee	
Standard Condominium – Draft Plan Review	\$1,775
Revisions to Submission by Applicant (Prior to Approval)	\$1,245
Modification of Standard Draft Plan of Condominium Approval	\$1,245
Extension of Standard Draft Plan of Condominium Approval	\$890
Extension of Standard Draft Plan of Condominium Approval (Approved prior to 2006)	\$890
Clearance of Conditions (Standard Plan of Condominium)	\$1,600
Zoning By-law Fees	
Major Zoning By-law Amendment Review	\$2,500
Minor Zoning By-law Amendment Review	\$1,395
Agricultural Purposes Only (APO) zoning amendment	\$1,090
Revision to Submission by Applicant (Major) (Prior to Approval)	\$1,075
Removal of holding symbol	\$895
Consent Fees	
Consent Review- Urban	\$510
Consent Review – Rural/ Outside Urban	\$835
Final certification fee (active consent files still remaining under the authority of the Region will be subject to Final Certification Fee, payable upon request for final certification, prior to registration.)	\$740
Site Plan Fees	
Major Site Plan	\$1,345
Revision to Submission by Applicant (Prior to approval)	\$780
Clearance of Site Plan Conditions	\$995

Minor Variance	
Minor Variance	\$760
Niagara Escarpment Plan Applications	
Development Permit Review	\$2,225
Minor Development Permit Review (no provincial/regional interests- pools sheds, etc)	\$830
Environmental Site Assessments (brownfields) Request to Use Non-potable Water Site Condition Standards	
Response to request	\$410
Response to Request- Update Letterer	\$150
Secondary Plans	
Secondary Plans (privately initiated)	\$6,935
Pre-Consultations	
Pre-Consultation Review	\$500
Special Studies	
1. Environmental Review	
Major EIS Review (2 or more features)	\$3,000
Minor EIS Review (1 feature)	\$1,500
EIS TOR Review	\$535
EIS Second Submission and greater (Addendum) Review	Half of Original Fee
EIS Draft Review	\$535
Review of Restoration Plan	\$760
Review of Tree Preservation Plan	\$380
Review of Monitoring Plan	\$975
2. Urban Design	
Major Urban Design Review	\$1,000
Minor Urban Design Review	\$300
3. General Planning Services	
Growth Management ² <ul style="list-style-type: none"> - Localized review of infrastructure capacity - Detailed evaluation of urban boundary expansion areas, review of population and employment forecasts and distribution, staging of development, cross boundary matters 	Fee for service based on agreed upon terms
District Plans/ Secondary Plans/ Master Plans	Fee for service based on agreed upon terms (\$85.00 per hour)
Duty to Consult with Indigenous Nations <ul style="list-style-type: none"> - Manage relationships, provide consultation 	Fee for service based on agreed upon terms (\$85.00)

² The Region will continue to provide Growth Management at a regional infrastructure, housing supply activity, employment activity

3. General Planning Services	
Natural Heritage System Mapping Maintenance ³	Fee for service based on agreed upon terms (\$85.00)
GIS support another mapping	Fee for service based on agreed upon terms (\$85.00)
Ontario Land Tribunal Support	Fee for service based on agreed upon terms (\$85.00)

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³ The EIS review fee captures maintenance of the Regional Natural Heritage System Map, for those municipalities not utilizing environmental planning review function and will require maintenance, it will be a fee for service

APPENDIX "C"

Planning Services Provided by the Region Upon Request Fee for Service Funded as Budgeted for by the Town

Special Projects to be based on a rate per hour. (\$ 85.00)

Special Project Service List Include the following, based on available staffing capacity:

- **Growth Management**
 - Population and employment forecasts and distribution
 - Planning/Infrastructure/Finance integration
 - Infrastructure Staging
 - Adequate and sustainable financing
- **Special Projects**
 - Secondary Plans
 - Watershed planning
 - Archaeology
 - GIS support
- **Sustainability Initiatives**
- **Secondment Requests**

APPENDIX "D"

MOU- Engineering Services (to be developed and updated)

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/MEMORANDUM OF UNDERSTANDING

between

The Regional Municipality of Niagara

The Town of Fort Erie

The Town of Grimsby

The Town of Lincoln

The City of Niagara Falls

The Town of Niagara-on-the-Lake

The Town of Pelham

The City of Port Colborne

The City of St. Catharines

The City of Thorold

The Township of Wainfleet

The City of Welland

The Township of West Lincoln

Engineering Function and Review in Niagara

xxxxx 2024

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Part 1 – Preamble

1.1. Introduction

Bill 23, More Homes Built Faster Act, 2022, will result in changes to the Ontario Planning system. In keeping with our long-standing partnership, the Niagara Region Municipalities have an interest in ensuring that these changes are implemented in a seamless and integrated fashion. Upon proclamation of Bill 23, Niagara Region will no longer have certain responsibilities for planning under the *Planning Act*.

Consistent with our long-standing partnership, the Niagara Region Municipalities have an interest in ensuring that any changes to roles and responsibilities be examined and implemented in a coordinated and collaborative fashion. This document serves to document the planned changes and to ensure the best possible outcomes for the Niagara Region community.

The Memorandum of Understanding has been updated to remove the land use planning review function and will only pertain to engineering review. The MOU has been prepared for the following thirteen government planning authorities (hereafter referred to as Parties), which operate within a two-tier system in the Niagara Region planning area:

- a) The Council for the Regional Municipality of Niagara (Region); and
- b) The Councils of the Town of Fort Erie, the Town of Grimsby, the Town of Lincoln, the City of Niagara Falls, The Town of Niagara-on-the-Lake, the Town of Pelham, the City of Port Colborne, the City of St. Catharines, the City of Thorold, the Township of Wainfleet, the City of Welland and the Township of West Lincoln (collectively referred to as the “area municipalities”);

The purpose of this MOU is to update and clarify the respective engineering roles and responsibilities of the Parties, as well as to be an instrument of continuously improving service and relationship management. This revised MOU sets the foundation for the future and confirms the framework within which the Parties will function and provide engineering services.

The MOU has been collaboratively developed by the MOU Working Group. The MOU has been reviewed, refined and endorsed by the Public Works Officials and Niagara Area Planners.

1.2. Jurisdiction

This MOU applies to those lands within the Regional Municipality of Niagara, where water and wastewater servicing and transportation networks are operated under a two-tier system.

Niagara Region is responsible for:

- water treatment
- transmission mains
- major pumping stations
- wastewater treatment
- trunk sewers
- sewage pumping stations
- Regional roads
- Circulation to Niagara Regional Transit for large developments

The area municipalities are responsible for:

- local water distribution networks
- local sewer collection systems, storage facilities and local roads

Regional engineering reviews will be limited to the review of regional infrastructure and capacities available in regional infrastructure.

For the nine municipalities the Region reviews and approves sewage systems for the review for planning projects will remain with the Region (Fort Erie, Grimsby, Lincoln, Niagara Falls, Niagara-on-the-Lake, Pelham, Port Colborne, St. Catharines, Thorold). Sewage system reviews and comments in Welland, West Lincoln and Wainfleet will be provided by the Local staff.

The stormwater system will be reviewed based on the chart contained in Table 1.

Regional staff will continue to provide waste/recycling collection comments for all sites with regard to the current Regional collection agreement/policies.

Part 2 - Roles and Responsibilities of the Parties

2.1. Engineering Reviews

The signatories are committed to developing Niagara, providing capacity within existing infrastructure and ensuring overall servicing plans are maintained. The parties agree to provide comments based on:

- Legislative, regulatory, or delegated authority
- Council approved policies and by-laws
- Interests that have been identified through this MOU, pre-consultation, terms of reference, complete application requirements, and/or requisite studies.

The Parties agree that a high degree of servicing alignment is important in advancing an integrated and consistent planning system for infrastructure. To achieve alignment, the Parties agree to collaborate and include the following measures for each project:

- Pre-consultation with relevant partners, prior to project start-up, identifying areas of common interest;
- Placement of appropriate representation on project steering committees for all Regional and Local capital projects;
- Agreed-to milestone meetings, consultations, and document review;
- Mutually satisfactory review protocols with shared commitment to timeliness; and
- Work collaboratively toward sharing GIS files and data.

2.2. Planning for Infrastructure

This section addresses the full range of activities necessary for the Region to effectively plan for and deliver water, wastewater, and transportation infrastructure to support growth and development.

2.2.1. Planning for Water and Wastewater Infrastructure

- 2.2.1.1. Complete Master Plans and develop associated infrastructure staging plans and capital financing plans to respond to growth and development. At a minimum, assess the following in making a determination on the timing and delivery of water and wastewater infrastructure:
- 2.2.1.2. The number of housing units or employment areas being unlocked as a result

- 2.2.1.3. The fiscal capacity of the Region and local municipalities
- 2.2.1.4. The willingness of the development community to contribute
- 2.2.1.5. The degree of contribution from the Provincial government
- 2.2.1.6. Coordination with the timing and delivery of Regional Road projects
- 2.2.1.7. Comments from the local municipality and public agencies

The Parties will:

Collectively identify policies in the NOP that should be retained in future local Official Plans to ensure that growth and development is coordinated with the delivery of Regional water and wastewater infrastructure and services to the greatest degree possible.

Planning for Regional Transportation Infrastructure

This section addresses the full range of activities necessary for the Region to effectively plan for and deliver operate Regional Transportation Systems.

The Region will:

- 2.2.2.1 Collaborate with the local municipalities in defining the timing and delivery of improvements to the Regional transportation network as defined through the Regional Transportation Master Plan using infrastructure staging plans and capital financing plans to support approved growth.
- 2.2.2.2 Support the local municipality by preparing and/or updating as required
- 2.2.2.3 Terms of Reference for the preparation of Transportation Studies for new growth areas
- 2.2.2.4 Traffic Impact Studies Guidelines
- 2.2.2.5 Road Access Management Requirements
- 2.2.2.6 Noise Abatement Guidelines addressing noise generated from Regional Roads

- 2.2.2.7 Highway Dedication Guidelines
- 2.2.2.8 Right-of-way and Urban Design Guidelines
- 2.2.2.9 Prepare and/or update Regional By-Laws, policies, standards and guidelines related to the Regional transportation network requirements as determined through the activities of this Transition Plan.

The Parties will:

Collectively identify policies in the NOP that should be retained in future local Official Plans to ensure the Regional transportation systems and infrastructure requirements are defined to support growth and development to the greatest degree possible.

2.3. Engineering Review Requirements for Planning Projects

The following are the aspects of the projects that Engineering Reviews will be conducted by the Parties for specific types of planning projects

2.3.1. Regional Official Plan and Amendments (ROPA's)

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners. Comments will be provided to the circulation agencies and if required, coordination of upgrades will be reviewed with all agencies.

2.3.2. Area Municipal Comprehensive Official Plans and Non Site-Specific Local Official Plan Amendments (LOPAs)

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.3. Area Municipal Site Specific and Policy Specific Official Plan Amendments

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the

current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.4. Secondary Plans

The respective planning group responsible for the Secondary plan will contact both Local and Regional engineering staff. Engineering staff will be involved in scoping, review and implementation of servicing/traffic studies completed for secondary plans and will participate in meetings regarding the secondary plan process. Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.5. Block Servicing Plans

The respective planning group responsible for the Block plan will contact both Local and Regional engineering staff. Engineering staff will be involved in scoping, and review and implementation of servicing/traffic studies completed for block servicing plans. Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.6. Niagara Escarpment Plan Amendments

The lead agency will circulate the relevant agencies. Engineering review and comments for the respective interests will be provided on each application to the circulation agency.

2.3.7. Regional Environmental Assessments

The project manager will circulate both Local and Regional engineering staff. Engineering review and comments for the respective interests will be provided back to the project manager on each application.

2.3.8. Local Environmental Assessments

The project manager will circulate both Local and Regional engineering staff. Engineering review and comments for the respective interests will be provided back to the project manager on each application

2.4. Engineering Review Requirements for Implementation Planning

The following are the means by which Engineering reviews will be conducted by the parties for specific types of Implementation Planning activities

2.4.1. Comprehensive Zoning By-laws

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.2. Zoning By-law Amendments

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.3. Draft Plans of Subdivision

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.4. Plans of Condominium

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.5. Consents

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information. For those municipalities that complete pre-consultation for consents the information requested at that pre-consultation meeting will form part of the complete application.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

2.4.6. Minor Variances

The lead agency will circulate the complete application to Regional and Local engineering staff when required. For those municipalities that complete pre-consultation for minor variance the information requested at that pre-consultation meeting will form part of the complete application.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

2.4.7. Site Plan Control

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.8. Niagara Escarpment Development

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

Part 3 – Development Application Review Processes

3.1. General

The Parties agree that the timely, efficient, and predictable review of development applications is paramount to encouraging well planned, affordable development in the region. Part 3 – Development Application Review Processes identifies segments of the development review process that benefit from clarification and agreement.

3.2. Preliminary Review

A preliminary review occurs prior to Pre-consultation. Its purpose is to gather information and is typically part of a developer's due diligence. Preliminary discussions about a potential development application benefit the applicant by supplying early information about the land, process and possible issues. An important part of a preliminary review is providing direction on the Pre-Consultation Process. In particular, the applicant needs to understand what information is required by the parties prior to pre-consultation and any fees.

3.3. Pre-Consultation

Pre-consultation is an optional requirement for the planning process, however it is highly encouraged. It requires specific actions by the applicant and each of the Parties with an *interest* in the development. After pre-consultation the applicant should have a clear understanding of the documentation required to submit a Complete Application (Section 3.4) as well as preliminary comments regarding whether the proposal will be supported by the Region and the local municipality

3.3.1. Required Information

Prior to scheduling a pre-consultation meeting, the Lead Agency will determine which Parties should attend the meeting and require specific information from the applicant to provide to the attending Parties in order that the Parties may complete an initial review. The required information will vary depending on the type of application, but generally includes:

- A completed Pre-consultation Request Form, including permission to enter property,
- The required fee (if applicable),
- Preliminary Plans showing the following:
 - Location of existing and proposed land uses, buildings and structures;
 - Location of significant features on the site and adjacent to the site (i.e. wetlands, hazard lands, watercourses, woodlands, wells, septic tanks, etc.);
 - Existing and proposed lot fabric (as appropriate); and

- Proposed development concept, including setbacks from lot lines and significant features.

3.3.2. **Circulation/Timelines**

Refer to Table 3 for circulation/timelines. If the circulated information is incomplete and/or the timeline is not met, the commenting agencies may request in writing the rescheduling of the pre-consultation meeting to offer better service and outline of study requirements.

Commenting agencies may conduct site visits prior to the date of the pre-consultation meeting, where time permits, to inform discussion at the meeting regarding the scoping of required studies.

3.3.3. **Required Studies and Scoping of Studies**

The Terms of Reference, or the minimum requirements for each of the required studies will be discussed during the pre-consultation process, and the objectives and parameters of the studies will be agreed to prior to them being undertaken.

The following is agreed to with respect to requesting and scoping studies:

- When determining the need for a study or plan, the Party requiring the study shall scope the study by identifying the specific necessary information. For example, if the Region requests a Transportation Study, it may be scoped to request only Pedestrian Safety be addressed. In addition, the Party requesting the study may offer to review the Terms of Reference.
- When more than one Party requests the same study, it is essential that a collaborative approach for scoping and Terms of Reference review occurs to ensure that all matters are addressed, and the applicant understands the requirements.
- In the event that one or more studies have been undertaken prior to pre-consultation, the Parties retain the right to require revisions to ensure that the studies are completed in accordance with requirements.
- All required studies shall be prepared and signed by a qualified professional.

3.3.4. **Exemption from Application Review by the Region**

All development applications are circulated to the Region for engineering review, except where the Region has determined through pre-consultation that the

development proposal is exempt from further circulation and review.

3.3.5. Fees

Each of the parties to the pre-consultation shall identify the fees required for application review, including the identification of additional costs should a peer review of a technical study be required.

The Parties agree not to charge each other fees for applications processed under the Planning Act.

3.4. Complete Applications

3.4.1. Submission Requirements

The requirements of a Complete Application are determined during pre-consultation and provided in writing to the applicant by the Lead Agency and if required in consultation with the commenting agencies.

The Lead Agency will review the application submission to ensure all required materials (forms, fees, plans, studies, etc.), as requested by all commenting agencies, are provided, and deem the application complete or not. There are instances where the municipality may need the Region's assistance in deeming applications complete by reviewing supporting studies to ensure that meet the terms of reference.

3.4.2. Circulation and Development Application Review Timelines

The Planning Act and related Regulations identify statutory timelines for the review of Complete Applications by the Lead Agency. In order to ensure the statutory timelines are met, the Parties agree that the commenting agencies shall use best efforts to complete the review of all applications in accordance with the timelines identified in Table 3 – Non-statutory Development Application Review Timelines.

All due dates are from date of circulation by the Lead Agency for applications deemed complete.

3.5. Application Review and Commenting

The Parties agree, where possible, to streamline commenting methods by using standardized wording in emails, forms, letters, conditions of approval etc.

When a concern and/or condition of approval is not supported by the Lead Agency, the Lead Agency shall inform the commenting agency and initiate discussions to resolve the issue.

In the case of multiple applications for the same land, the Lead Agency shall use the greater of the timelines.

Revisions to applications during the review process may result in the review period being extended depending on the complexity of the revisions and the need for revised studies.

When new issues arise from the analysis of studies during application review which results in the need for additional information or study, addendums to the study may be required and additional review time may be required to review any addendums.

3.6. Other

3.6.1. Extensions of Draft Plan Approval

The Parties agree that the request for an extension to a draft approved Plan of Subdivision or Condominium be received, with the required review fee, and circulated for comment by the Area Municipality, not the applicant.

3.6.2. Modifications to Conditions of Draft Plan Approval

The Parties agree that the request for a modification to a draft approved Plan of Subdivision or Condominium be received, with the required review fee, and circulated for comment by the Area Municipality, not the applicant.

3.6.3. Clearance of Conditions of Draft Plan Approval

The Parties agree that the request for formal clearance of conditions of Draft Plan of Subdivision or Condominium be received and circulated by the Area Municipality, not the applicant. The submission shall include the following:

- The required review fee
- a letter which outlines how each condition has been met, accompanied by the necessary supporting documents
- a copy of the relevant draft agreement, prepared by the Area Municipality

Part 4 – MOU Terms and Implementation

4.1. Duration and Review

This MOU shall remain in effect until such time as replaced by an updated MOU (if any). A mandatory review shall occur a minimum of every 5 years to:

- reflect any changing policies or programs at the provincial, watershed, or regional level, and
- assess its effectiveness, relevance, and appropriateness with respect to the affected parties.

The mandatory review shall be coordinated by the Region, undertaken by the MOU technical review team.

The MOU may be reviewed at any time before the mandatory review if there are matters that need to be addressed. Based on a review by the MOU technical review team, changes considered minor in nature may not require Regional or Local Council approvals.

4.2. Overlapping Mandate

There will be occasions when the responsibilities of the Parties overlap. On those occasions, the Parties shall work together to provide consistent and sound comments.

This will be accomplished by maintaining open dialogue and a good working relationship.

4.3. Conflict

Where there is conflict between new (changing) legislation and this MOU, new legislation will take precedence.

4.4. Fees

Fees for pre-consultation, planning review and technical clearance services will be set independently by the Parties.

All development application fees will be collected by the Area municipalities and remitted to the Region upon circulation of a complete application, except for Regional Official Plan amendment applications.

4.5. Effective Date

This MOU will take effect on the last date signed by the Parties to this MOU.

Part 5 – Tables

5.1. Table 1 - Roles for Review of SWM Applications

Storm Water Receiver	Review Agency and Responsibility - Water Quality	Review Agency and Responsibility - Water Quantity⁸	Review Agency and Responsibility - Stream Erosion Control	Review Agency and Responsibility - LID Requirement	Review Agency and Responsibility - Construction Erosion and Sediment Control	Review Agency and Responsibility - SWM Facility Operation and Maintenance	Review Agency and Responsibility - NPCA³	Review Agency and Responsibility - MECP⁴
Regional Road (roadside ditch/crossing culvert)	Region	Region	Region	Region	Region	Region/ Local Municipality		CLI ECA approval ⁴
Regional Storm Sewer (overland flow on Regional Road)	Region	Region	Region	Region	Region	Region/ Local Municipality		CLI ECA approval ⁴
Municipal Road (roadside ditch/crossing culvert)	Region/ Local Municipality ¹	Local Municipality	Local Municipality	Local Municipality	Local Municipality	Local Municipality		CLI ECA approval ⁴
Municipal Storm Sewer Drain or Easement	Region/ Local Municipality ¹	Local Municipality	Local Municipality	Local Municipality	Local Municipality	Local Municipality		CLI ECA approval ⁴

Storm Water Receiver	Review Agency and Responsibility - Water Quality	Review Agency and Responsibility - Water Quantity ⁸	Review Agency and Responsibility - Stream Erosion Control	Review Agency and Responsibility - LID Requirement	Review Agency and Responsibility - Construction Erosion and Sediment Control	Review Agency and Responsibility - Subdivision SWM Facility Operation and Maintenance	Review Agency and Responsibility - NPCA ³	Review Agency and Responsibility - MECP ⁴
Unregulated Feature ⁶	Region/ Local Municipality ¹	Local Municipality/ Region	Local Municipality/ Region	Local Municipality/ Region	Local Municipality / Region	Local Municipality		CLI ECA approval ⁴
Regulated Feature ^{2,3,5,7}	Region/ Local Municipality	Region/ Local Municipality	Region/ Local Municipality	Region/ Local Municipality	NPCA	Local Municipality	Review of outlet and may require Work Permit	CLI ECA approval ⁴

¹ Coordination of review to be discussed at pre-consultation if Regional peer review is requested by Local Municipality

² Outlet to a Provincially Significant Wetland (PSW), water balance may be required and would be a coordinated review by NPCA and Region;

³ The NPCA will review any outlets to regulated feature and may require review of stormwater management report as part of the development application;

⁴ CLI ECA approval⁴ needed for Municipal Storm Sewer and SWM Facilities. ECA MECP approval needed for SWM facilities on Industrial Lands. MECP will supply final certificate outlining the maintenance requirements for the owner.

⁵ Refer to Niagara Region Stormwater Guidelines for area of interest

⁶ An unregulated feature is one not regulated by the NPCA. Region/Municipality comment on impacts offsite e.g. downstream on adjacent properties.

⁷ Municipal Drains are regulated by the Drainage Act and Conservation Authorities Act – consent given by landowners as part of establishing Municipal Drains

⁸ Select sites within MTO corridor control will be required to be reviewed by the MTO for quantity control in addition to the other agencies/ parties

5.2. Table 2 - Non-Statutory Development Application Review Timelines

Application Type	Pre-Consultation	Target for Comments After Circulation of a Complete Application
Site specific Regional Official Plan Amendment	<p>Region to receive required information/plans a min. of 10 calendar days prior to pre-consultation.</p> <p>Region to provide comments 12 calendar days After Pre-Consultation meeting.</p> <p>Any peer reviews to be identified at pre-consultation meeting.</p> <p>Recommend meetings in advance of pre-con for complex applications</p> <p>Area Municipality provide Pre-Consultation notes to applicant within 14 calendar days</p>	Parties to provide comments within 20 calendar days
Secondary Plan / Block Plan (Local Official Plan Amendment)	Same as above	a) As determined in consultation with the area municipality
Complete Application Review	N/A	Region to provide comments within 20 calendar days
Other Comprehensive Local Official Plan Amendment	Same as above	As determined in consultation with the area municipality
Site specific Local Official Plan Amendment	Same as above	Region to provide comments within 20 calendar days
Combined OPA/Zoning Amendment	Same as above	Region comments within 20 calendar days

Application Type	Pre-Consultation	Target for Comments After Circulation of a Complete Application
Comprehensive zoning by-law (initiated by area municipality)	Same as above	As determined in consultation with the area municipality
Site specific zoning by-law amendment (including Holding Provision)	Same as above	Parties to provide comments within 20 calendar days.
Draft plans of subdivision or condominium	Same as above	Region to provide comments within 35 calendar days
Modifications to Draft Approved Subdivision and Condominium	Same as above	Region to provide comments within 35 calendar days
Consent	Same as above	Region to provide comments within 10 calendar days in urban areas and within 14 calendar days in rural areas (on private services)
Minor Variance	Same as above	Region to provide comments within 10 calendar days.
Site Plan	Same as above	Parties to provide comments within 14 calendar days
Extension of draft Approval	N/A	Parties to provide comments within 10 calendar days
Clearance of Conditions	N/A	Parties to provide comments within 15 calendar days
Niagara Escarpment Development Permit	N/A	Parties to provide comments within 30 calendar days
Niagara Escarpment Plan Amendment	N/A	Parties to provide comments within 30 calendar days

Notes for Table 2

1. To convene a pre-consultation meeting, the lead agency must have enough information from the applicant for the parties to complete an initial analysis and provide advice, including but not limited to advice on requirements for a Complete Application.
2. All due dates are from date of circulation by the commenting parties and are for applications deemed complete as determined by the parties as part of pre-consultation.
3. Studies that require peer review may require an additional 30-60 day review period.

4. When new issues arise from the analysis of studies or required consultation during application review which results in the need for additional information or study, additional review time may be required.

Part 6 - Endorsement and Signature Pages

Regional Municipality of Niagara

Date of Regional Council endorsement: _____

CAO Signature: _____

Town of Fort Erie

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Grimsby

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Lincoln

Date of Town Council endorsement: _____

CAO Signature: _____

City of Niagara Falls

Date of City Council endorsement: _____

CAO Signature: _____

Town of Niagara-on-the-Lake

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Pelham

Date of Town Council endorsement: _____

CAO Signature: _____

City of Port Colborne

Date of City Council endorsement: _____

CAO Signature: _____

City of St. Catharines

Date of City Council endorsement: _____

CAO Signature: _____

City of Thorold

Date of City Council endorsement: _____

CAO Signature: _____

Township of Wainfleet

Date of Township Council endorsement: _____

CAO Signature: _____

City of Welland

Date of City Council endorsement: _____

CAO Signature: _____

Township of West Lincoln

Date of Township Council endorsement: _____

CAO Signature: _____