

PLAN REVIEW AGREEMENT

MADE AS OF THE 2nd DAY OF JANUARY 2010 BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY
(Hereinafter referred to as the "City")

OF THE FIRST PART

- and -

NORTH BAY – MATTAWA CONSERVATION AUTHORITY
(Hereinafter referred to as the "NBMCA")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN THE PARTIES HERETO DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is for the City of North Bay (Approval Authority) to contract with the North Bay Mattawa Conservation Authority (NBMCA) to undertake land use plan review responsibilities under the Provincial one window plan review process for Section 1.1.4.1(c), Section 2.0 and Section 3.0 of the Provincial Policy Statement (as defined in Appendix A, Schedule 2). The NBMCA has directly delegated responsibilities from the Province with respect to Natural Hazards in reference to Section 3.1 of the PPS. The NBMCA also has delegated responsibilities under Part 8 of the Ontario Building Code (OBC), private sewage disposal systems (< 10,000 l/d) and will provide advice with respect to conformity to Part 8 of the OBC.

2. RESPONSIBILITIES

a. The NBMCA and the City mutually agree that:

- i) this Agreement applies to the City and the area under its jurisdiction;
- ii) the NBMCA has the expertise to provide plan review advice to the City of North Bay Planning Services with regard to Section 1.1.4.1(c), Section 2.0 and Section 3.0 of the PPS and with respect to conformity with Part 8 of the OBC. The NBMCA has delegated responsibility to provide input regarding Section 3.1 of the PPS. The parties acknowledge that the City is the Approval Authority for those planning applications for which the City is so designated by statute.
- iii) Fees will be collected by the City on behalf of the NBMCA for this purpose as shown on Appendix B – NBMCA Fee Schedule and remitted by the City to the NBMCA on a monthly basis. The City reserves the right to withhold or not pay fees if the NBMCA does not implement a fee structure for all other municipalities within its jurisdiction.
- iv) plan review functions delivered through NBMCA for natural hazard matters will continue to be delivered to the City within the annual budget appropriation for this program approved by the City;
- v) this Agreement may be amended by mutual agreement in writing from time to time to reflect changes in the programs of parties to this Agreement, or as a result of changes in provincial policies or as a result of subsequent discussions between the parties hereto; and
- vi) either party to this Agreement may terminate the agreement at any time in writing to the other party to the agreement, with a minimum of six months notice.

b. The City agrees to:

- (i) circulate to the NBMCA under this Agreement those planning applications listed in Appendix "A", Schedule 1. Fees will be collected by the City on behalf of the NBMCA for this purpose as shown on Appendix B – NBMCA Fee Schedule and remitted by the City to the NBMCA on a monthly basis.;
- (ii) transfer appropriate policy statements guidelines, manuals, maps, information, data and criteria to the NBMCA, as it is received from the Province of Ontario under the terms of the Memorandum of Understanding between the Province of Ontario and the City regarding municipal plan review; and
- (iii) make other arrangements for the provision of plan review advice and technical clearance services identified in this Agreement, when in the opinion of the City or the NBMCA, utilizing the NBMCA as specified in this agreement could result in a conflict of interest for the NBMCA..

c) The NBMCA agrees to:

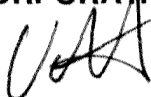
- (i) provide the City with those services listed in Appendix "A", Schedule 2 for an application fee as shown in Appendix B, at no extra cost to the City, i.e. within the annual budget appropriation for the NBMCA's programs approved by the City;
- (ii) provide the City with those services listed in Appendix "A", Schedule 3 on a fee for service basis, mutually agreed upon by the Parties to this agreement;
- (iii) provide its comments to the City Planning Services Staff within 30 calendar days of receipt of an application from the City for the following types or applications: site-specific Zoning By-law amendments, Official Plan amendments, Severance Application, Minor Variance Application and Road Closure Application.
- (iv) provide its comments to the City's Planning Services Staff within 60 calendar days of receipt of an application from the City for the following types of applications: Plan of Subdivision and Plan of Condominium;
- (v) provide its comments to the City's Planning Services Staff within 10 calendar days of receipt of an application from the City for the following types of applications: Site Plan Control Agreement;
- (vi) provide its comments to the City's Planning Services Staff within 120 calendar days of receipt of an application from the City for the following types of applications: Five (5) year Official Plan Comprehensive Review;
- (vii) provide advice on whether the application in the opinion of the NBMCA is consistent with the Provincial Policy Statement through the Plan Review provides Planning Services;
- (viii) not disseminate any data, maps, information or other documents either received directly from the Province or identified as "Provincial Data" by the City;
- (ix) disseminate City data, maps, information or other documents when requested, and only in accordance with City policies and procedures;
- (x) make provision for its staff to attend Public Meetings, Ontario Municipal Board Hearings, Development Application Review Team Meetings and other consultation meetings as required, upon the request of the City Planning Services, with respect to the plan review services provided pursuant to this Agreement, at no extra cost to the City (i.e. within the annual budget appropriation for the NBMCA's program approved by the City).
- (xi) transfer appropriate policy statements guidelines, manuals, maps, information, data and criteria to the City, as it is received from the Province of Ontario.

3. FRAMEWORK FOR IMPLEMENTATION

This Agreement will take effect on January 2, 2010.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

THE CORPORATION OF THE CITY OF NORTH BAY

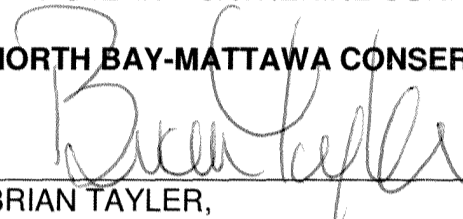


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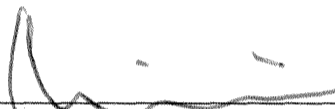


CITY CLERK – CATHERINE CONRAD

NORTH BAY-MATTAWA CONSERVATION AUTHORITY



BRIAN TAYLER,
GENERAL MANAGER-SECRETARY TREASURER



DAVE MENDICINO, CHAIR

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX "A" – SCHEDULE 1

CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The City advises the NBMCA that under this Agreement it will circulate the following types of applications made to the City under the provisions of the Planning Act, to the NBMCA for comment as per the functions listed in Appendix "A", Schedules 2 and 3:
 - Subdivisions;
 - Condominiums;
 - Official Plan Amendments;
 - Zoning By-law Amendments;
 - Minor Variances;
 - Severances;
 - Road/Laneway Closures; and
 - Five (5) year Official Plan Review

2. "**Plan Review**" as applied in Appendix "A", Schedules 2 and 3, includes:
 - (i) screening development applications to determine if and where a Provincial Interest under the terms of the Planning Act may be affected;
 - (ii) identifying the need for technical reports to be generated in the approval process for a development application;
 - (iii) recommend conditions of approval to be considered by the City Planning Department as the City is the approval authority.

3. "**Provincially Delegated Authority**" as applied in Appendix "A", Schedules 2 and 3, includes:
 - (i) those responsibilities that have been directly delegated to the North Bay-Mattawa Conservation Authority for decision making purposes on behalf of the Province of Ontario. The delegated authorities include Natural Hazards in reference to Section 3.1 of the Provincial Policy Statement 2005 and Part 8 of the Ontario Building Code (OBC), private sewage disposal systems (< 10,000 l/d).
 - (ii) In addition to those provincially delegated responsibilities described above, the NBMCA also has technical clearance authority for Section 1.1.4.1(c) of the Provincial Policy Statement 2005 and stormwater management reports that are prepared for developments occurring within an area regulated by the NBMCA under the Conservation Authorities Act.

APPENDIX "A" – SCHEDULE 2

SERVICES TO BE PROVIDED BY THE NBMCA TO THE CITY AT NO EXTRA COST

1. Provision of Planning Application Process Functions Formerly Undertaken by the Ministry of Environment and Energy.

FUNCTION	PLAN REVIEW	PROVINCIALY DELEGATED AUTHORITY
Review for Site Specific Storm Water Planning	*	
Review for Site Specific Storm Water Planning where the subject property is within the Regulated Area of the Conservation Authority	*	* Technical Clearance
Review Sub-Watershed Planning/Master Drainage Planning	*	
Review and Identify Wetlands	*	
Clear Wetland Impact Mitigation Measure	*	*
Identify Groundwater Recharge Areas	*	
Identify Wildlife Habitats	*	
Identify Areas of Natural & Scientific Interest	*	
Identify Fish Habitats	*	
Identify Provincially Significant Wetland	*	
Identify Provincially Significant Wildlife Habitats	*	
Identify Habitats of Threatened and Endangered Species	*	
Identify Provincially Significant Areas of Natural and Scientific Interest	*	
Identify Flood and Erosion Hazards	*	*
Identify Flood and Erosion Watercourse and Valley Land Hazards	*	*
Identify Groundwater Quantity and Quality	*	
Identify Surface Water Quantity and Quality	*	
Identify Archaeological or Natural Heritage Potential	*	
Identify Class 1, 2 or 3 Agricultural Lands Potential	*	
Review and comment on impacts to groundwater recharge / discharge areas	*	
Septic System review – Part 8 of the OBC	*	*
Minimum Distance Separation (Section 1.1.4.1(c) of the Provincial Policy Statement 2005) for rural land uses as zoned in Zoning By-law 28-80.	*	* Technical Clearance

APPENDIX "A" – SCHEDULE 3

SERVICES TO BE PROVIDED BY THE NBMCA TO THE CITY ON A FEE FOR SERVICE BASIS

FUNCTION	PLAN REVIEW	PROVINCIALY DELEGATED AUTHORITY
Outside Consultants, Engineering Studies	*	

APPENDIX "B"

NORTH BAY-MATTAWA CONSERVATION AUTHORITY FEE SCHEDULE

North Bay Mattawa Conservation Authority Fees (by Year)

	2008 Application Fee	2009 Application Fee	2010 Application Fee	2011 Application Fee	2012 Application Fee	2013 Application Fee
Official Plan Amendment	\$203	\$251	\$301	\$354	\$411	\$470
Zoning By-Law Amendment	\$203	\$251	\$301	\$354	\$411	\$470
Minor Variance	\$300	\$350	\$450	\$550	\$600	\$700
Consents	\$233	\$288	\$347	\$408	\$473	\$541
Plan of Subdivision or Condominium	\$430	\$531	\$639	\$752	\$871	\$997
SPCA	\$59	\$73	\$88	\$104	\$120	\$137
Road/Laneway Closures	\$30	\$36	\$42	\$48	\$54	\$60

The NBMCA fees set out in this Schedule may be adjusted annually on June 1 each year, without amendment to the By-law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics".