

**SERVICE AGREEMENT**

**BETWEEN**

**The CORPORATION OF THE MUNICIPALITY of CHATHAM-KENT**

**(the "Municipality")**

**AND**

**The LOWER THAMES VALLEY**

**CONSERVATION AUTHORITY**

**(the "Conservation Authority" or "CA")**

**Date:**

**Endorsed by all Parties and in effect as of January 1, 2024**

<b>Review Schedule:</b>	5 years	<b>Next Review Date:</b>	January 1, 2029
<b>Version Number</b>	01-2024	<b>Version Date</b>	January 1, 2024

## **1. THE PURPOSE**

The Conservation Authority and the Municipality have a longstanding relationship regarding plan review activities. The land use planning and the regulatory frameworks under which Conservation Authorities operate in the Province has evolved into a significantly more complex system. The policy and regulatory systems have become more complex, with changing legislation, evolving Provincial Plans, with more specific and rigid tests for planning complete communities.

With a significantly evolved planning framework, it is important that an arrangement is in place to assist parties in managing growth and change while protecting the watershed and ensuring public safety with respect to natural hazards. It is crucial that the relationships between the parties and the roles and responsibilities in implementing the planning and regulatory framework are seamless, integrated and well understood.

This agreement only pertains to land use planning, infrastructure and development related issues and the collection of the CA fees. In this regard, the objectives of this Service Agreement ensures that:

- each step of the plan review process is complementary, adds value to the decision-making process, does not result in service duplication;
- the rigour of review is consistent with the scale and impacts of the project;
- the watershed, including people and property, are protected from natural hazards; and
- sharing information assists and expedites decision-making.

This Service Agreement is intended to work in tandem with the legislative and policy framework for planning in the Province of Ontario. It is not intended to conflict with responsibilities that have been assigned to any of the Parties, either by statute, regulation, policy or other instrument.

## **2. DEFINITIONS**

### **“Board”**

Means the Board of Directors of the LTVCA.

### **“Interests”**

Means the interests of the Party as defined by its approved plans, policies, and programs.

### **“Natural Environment”**

Means the natural heritage system and the water resource system including natural hazards and stormwater management.

### **“Parties”**

Means the Municipality of Chatham-Kent’s departments responsible for planning policy and implementation and the Lower Thames Valley Conservation Authority’s department responsible for planning and development.

### **“Plan Review”**

The review of applications/studies as set out in the *Planning Act* or other relevant legislation; identifying the need for and assessing the adequacy of technical surveys, studies and reports relating to the watershed natural hazards, natural heritage and water policies for natural environment features or functions; and specifying and clearing conditions of approval. It also includes the review of municipal planning documents, such as Official Plans and amendments and may include studies associated with infrastructure development, such as Environmental Assessment Reports.

### **3. GUIDING PRINCIPLES**

This Service Agreement is based on the following principles. The parties agree to work collaboratively to:

- a. Deliver timely, accurate, effective and customer-focussed planning services;
- b. Eliminate unnecessary duplication to maximize the utilization of existing resources and technical expertise and, where possible, coordinate efforts;
- c. Ensure the planning and regulatory systems are seamless, integrated, complementary and well understood;
- d. Share mapping resources / layers when needed;
- e. Continuously improve working relationships and enhance service performance of all Parties;
- f. Monitor the performance of this Service Agreement and service delivery; and
- g. A data sharing agreement can be undertaken when the need arises. Staff will ensure that data sharing agreements are kept up to date.

### **4. DATA and INFORMATION SHARING**

The Parties agree that data sharing, data modelling and GIS are important to service efficiencies and will establish and/or participate on a working group to advance an open data approach among the Parties, provided that the data sources are not restricted under third party licensing.

### **5 SERVICE DELIVERY STANDARDS**

- a) The Municipality shall set timeframes for responding to planning document amendments and development applications in keeping with the requirements of legislated timelines.
- b) Where an application is complex (requiring more than 3.5 hours of staff review / administration time), a pre-consultation meeting between the Municipality, Conservation Authority and the applicant and their agents may take place.

### **6. CONSERVATION AUTHORITY FEES**

All parties of this Service Agreement concur that the screening of applications is desirable. This process will ensure that only the appropriate applications are circulated to the Conservation Authority. Although this Service Agreement does not contain specific provisions for screening, both the Municipality and the CA are committed to this end to ensure the best possible service.

#### Collection of Fees

The Conservation Authorities Act provides the legislative basis to allow conservation authorities in Ontario to charge fees for services approved by the Minister (*Policies and Procedures for the Charging of*

*Conservation Authority Fees*). Section 21 (m.1) of the Act, allows for the collection of fees for planning and development related activities, such as permitting, plan review and public and legal inquiries.

The CA's fees are based on the following: partial user pay principle; adequate consultation and notification; and opportunity or right to an appeal.

For the review and provisions of comments for all planning applications, a fee will be assessed by the CA as outlined in Schedule 1. These fee schedules may be changed from time to time (with approval of the LTVCA's Board of Directors) without the need to amend the agreement. The updated fee schedules will be circulated to the municipality once they have been approved and endorsed by the CA's Board of Directors.

The Municipality will direct proponents to the Lower Thames Valley Conservation Authority to pay the CA fee, prior to an application being submitted to the Municipality by the proponent. The Municipality is to provide the applicable planning instrument to the CA for the proponent's application (e.g. zoning amendment, severance, etc.) for the fee to be assessed properly. A receipt of payment from the CA will be required by the proponent when submitting the planning application to the Municipality in order for it to be considered a complete application. Fees collected from planning submissions will be tracked by the CA.

#### Appeal

An applicant, proponent, or developer has the right to an appeal should there be any dissatisfaction with the prescribed fees. Any appeal shall be heard by the applicable CA's CAO/Secretary-Treasurer, with subsequent appeal to the Board of Directors.

The LTVCA's Fee Policy and Schedules can be found on its website or by contacting the LTVCA office.

#### Monitoring

The fees will be assessed on an annual basis by the CA's Board of Directors to evaluate their effectiveness and fairness. This document may be amended by mutual agreement from time to time, to reflect changes in programs, funding and personnel for both agencies, or changes to the CA Act or provincial policy.

### **7. GENERAL**

- a) The CA will respond to general inquiries from the Municipality and applicants, participate in informal or formal pre-consultation meetings with applicants and the Municipality (or provide written comments), and provide expert witness support to the Municipality as necessary where the subject lands involve natural hazards or CA regulated lands.
- b) Nothing in this agreement precludes the Conservation Authority from commenting to the Municipality, and implementing their regulatory responsibilities, as they would normally exercise their rights under the *Planning Act*, the *Conservation Authority Act* (as amended), *Environmental Assessment Act*, recommendations from the Provincial Flood Advisors Report, delegated responsibilities or other applicable legislation.

- c) Nothing in this agreement precludes the Municipality from exercising responsibility under the *Municipal Act, the Planning Act*, the Municipal Official Plan or any other statutory requirement.
- d) Nothing in this agreement precludes the parties from respectfully disagreeing with comments provided by the other party.
- e) Where the Conservation Authority is in conflict between legislated responsibilities and the responsibilities of this agreement, the Municipality may seek third party opinions. This agreement would not prohibit the Municipality seeking third party opinions at any time or for any other matters.
- f) The Conservation Authority and the Municipality will endeavor to have open communication on activities or programs which may impact each other's mandates or responsibilities – e.g. the Municipality proposing to amend general by-laws; the CA undertaking work for the province to identify natural features.

## **8. DURATION AND FORMAL REVIEW**

- 8.1 This Service Agreement shall come into effect on the date of the last party to sign this Service Agreement and shall remain in effect until such time as it may be replaced by an updated Service Agreement resulting from a mandatory review that will regularly take place no more than five (5) years from the effective date of this Service Agreement.
- 8.2 This Service Agreement may be reviewed at any time before the mandatory review if agreed to by the Parties, particularly when Provincial legislation, CA Act Regulations or plans have been amended.
- 8.3 The mandatory review shall be overseen by the Parties' CAOs, or delegate, with any final recommended changes being subject to full agreement by all Parties.

## **9. TERMS OF THE AGREEMENT**

- a) The Municipality and the Conservation Authority agree that:
  - 1. The term of this Agreement shall be for a period of five (5) years from the date of execution by the Municipality and the Agreement shall be automatically extended for an additional five (5) year term, on the same terms and conditions as contained herein at the discretion of the Municipality and the Conservation Authority, until renewed and/or terminated by any of the parties.
  - 2. The Municipality and the Conservation Authority will review this Agreement, to consider changes in programs of the parties or changes in Provincial policies, at least six months

prior to the expiry of each five (5) year term. The Conservation Authority's CAO or Planning Department will monitor the agreement and its expiry;

- b) Any party may terminate this Agreement at any time upon delivering six (6) months written notice of termination, by registered mail, to all of the parties, which notice shall be deemed to be received on the third business day from the date of mailing.
- c) Any notice to be given pursuant to this Agreement shall be delivered to the parties at the following address:

Municipality of Chatham-Kent  
315 King Street West  
Chatham, ON N7M 5K8  
Attention: Director, Planning Services

Lower Thames Valley Conservation Authority  
100 Thames Street  
Chatham, ON N7L 2Y8  
Attention: CAO / Secretary-Treasurer

**10. List of Schedules to the Service Agreement**

Schedule 1: LTVCA Planning Fee Schedule

**THE MUNICIPALITY**

**Of CHATHAM-KENT**

Mayor Darrin Canniff

\_\_\_\_\_

\_\_\_\_\_  
Judy Smith, Clerk

Date: \_\_\_\_\_

**THE LOWER THAMES VALLEY**

**CONSERVATION AUTHORITY**

CAO / Secretary-Treasurer

Mark Peacock, P.Eng. \_\_\_\_\_

\_\_\_\_\_  
CAO / Secretary-Treasurer

Date: \_\_\_\_\_

## SCHEDULE 1

### LTVCA Planning Fee Schedule

**Board Approved: December 15, 2022**

<u>Plan Review Fee Schedule</u>	<u>New LTVCA Planning Fee Schedule</u>
legal / private / realtor inquiries (fee charged for each assessment roll number, not by ownership)	\$125.00
clearance letters for subdivision/condominium approval (applies to each phase of subd. requested) (from draft plan to clearance, including SWM review) (where permit fee not required) <ul style="list-style-type: none"> <li>• \$115/lot (max \$10,000 per phase) detailed SWM Review and all other review (outside of regulated area)</li> <li>• \$350/lot detailed SWM Review and all other review (within regulated area with each lot receiving a permit) (current fee)</li> </ul>	<ul style="list-style-type: none"> <li>a. \$115/lot (max \$10,000 per phase) (outside of regulated area)</li> <li>b. \$350/lot (within regulated area)</li> <li>c. \$1,200 preliminary SWM review</li> </ul>
major OPA/ZBLA industrial, commercial, institutional, subdivision, etc.	\$300.00 (no SWM review required)
minor OPA/ZBLA single lot/unit residence	\$200.00
consent	\$200.00
minor variance	\$115.00
site plan control / approval	\$200.00
OPA / ZBLA combination	\$275.00
consent / minor variance with ZBLA combination	\$250.00
consent with minor variance combination	\$250.00
multiple consent applications on a single application	\$115.00/lot (unregulated) \$350.00/lot (regulated)
input and review of relevant EIS's / DAR's / EA's and other major studies, proponent driven	\$1,500.00
LTVCA staff appearing as an expert witness at a Committee of Adjustment hearing or Ontario Land Tribunal hearing: <ul style="list-style-type: none"> <li>a. Acting on behalf of the municipality</li> <li>b. At the request of the proponent</li> </ul>	<ul style="list-style-type: none"> <li>a. no fee charged</li> <li>b. hourly rate</li> </ul>

[https://www.lowerthames-conservation.on.ca/wp-content/uploads/2022/04/Schedule-1\\_Planning-Fees-BoD-approved\\_Dec-15-2022.pdf](https://www.lowerthames-conservation.on.ca/wp-content/uploads/2022/04/Schedule-1_Planning-Fees-BoD-approved_Dec-15-2022.pdf)