MEMORANDUM OF UNDERSTANDING

FOR

PLANNING REVIEW SERVICES

BETWEEN

THE TOWNSHIP OF GEORGIAN BLUFFS

(Hereinafter referred to as the **"TOWNSHIP"**)

AND

THE GREY SAUBLE CONSERVATION AUTHORITY

(Hereinafter referred to as the **"GSCA"**)

1.0 Legislative Context

Planning Act

Municipalities and Counties have been delegated the planning authority function by the Province of Ontario, through the *Planning Act* (PA). Conservation Authorities (CAs), where they exist, are considered public bodies under the PA in matters relating to natural hazard policies in the Provincial Planning Statement (PPS).

Provincial Planning Statement

Chapter 5 of the PPS contains land use planning policies related to natural hazards. Section 5.2.1 requires that planning authorities shall, in collaboration with CA's where they exist, identify hazardous lands and hazardous sites and manage development in these areas, in accordance with provincial guidance.

Conservation Authorities Act

Section 7 of O. Reg. 686/21 (Mandatory Programs and Services) made under the *Conservation Authorities Act* (CA Act) delegates CA responsibilities under the PA relating to natural hazards. Through s. 7 ss. (1) of the regulation an authority shall provide programs and services to ensure the authority satisfies the functions and responsibilities set out in ss. (2), whether acting on behalf of the Ministry of Natural Resources (MNR) or in its capacity as a public body under the PA, for the purposes of helping to ensure that the decisions under that Act consistent with the natural hazards policies of the PPS, but not including those policies related to hazardous forest types for wildland fire. Section 7 ss. (2) sets the following functions and responsibilities mentioned in ss. (1), which included the following:

1. Reviewing applications or other matters under the PA and, where the authority considers it advisable, providing comments, technical support or information to the responsible planning authority under that Act for the purposes set out in subsection (1).
2. When requested to by the Ministry of Municipal Affairs and Housing (MMAH), providing comments directly to the Ministry within the timeframes requested by the Ministry on applications or other matters under the PA.
3. When requested to by a municipality or planning board, providing advice, technical support, training and any information the municipality or planning board requires for the purposes set out in subsection (1).
4. Apprising MMAH of any applications or matters under the PA where the authority is of the opinion that there is an application or other matter that should be brought to the attention of the Government of Ontario.

5. Providing technical input into and participating in provincial review of applications for approval of a "Special Policy Area" within the meaning of the Provincial Policy Statement, 2020 issued under s. 3 of the PA.
6. When requested to by MMAH, providing support to the Ministry in appeals on applications or other matters under the PA on behalf of the Province at the Ontario Land Tribunal (OLT) for the purposes set out in subsection (1).
7. Undertaking an appeal to the OLT of a decision under the PA as a public body in accordance with that Act if,
   i. the appeal relates to a purpose described in subsection (1), and
   ii. the authority considers it advisable.

2.0 Background

The Township and the GSCA have a long-standing relationship related to land use planning. The Township of Georgian Bluffs Planning and Development staff process development applications in accordance with their responsibilities under the Planning Act and circulate those applications to the GSCA for review and comment.

3.0 Purpose

The purpose of this Plan Review Agreement (hereinafter referred to as the "Agreement") is to provide a framework for effective and timely transfer of expert advice from the GSCA to the Township on land use planning matters related to natural hazards.

Given GSCA and the Township's plan review services are a legislated responsibility, this agreement pertains to the collection of GSCA fees, clarification of the GSCA and the Township's roles and includes service delivery standards to streamline and improve the plan review process between Parties.

This 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.

4.0 Definitions

"Conservation Authority Regulated Lands"

Means the area of jurisdiction of an authority as defined in s. 28 (1) of the *Conservation Authorities Act* and s. 1 and 2 of O. Reg. 41/24.

"Natural Hazards"

Means hazardous lands and hazardous sites as defined in the PPS.

"Wetlands"

Means wetland as defined in O. Reg. 41/24.

"Parties"

Means the Township of Georgian Bluffs and the Grey Sauble Conservation Authority.

5.0 Guiding Principles

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

1. Ensure that each step of the PA application review process is complementary, adds value to the decision-making process, and does not result in service duplication,
2. Make certain that the rigour of review is consistent with the scale and impacts of the project,
3. Safeguard the watershed, including people and property, from natural hazards,
4. Ensure that sharing of information assists and expedites decision-making,
5. Deliver timely, accurate, effective and customer-focused planning service,
6. Eliminate unnecessary duplication between parties to maximize the utilization of existing resources and technical expertise and, where possible, coordinate efforts,
7. Ensure the planning and regulatory systems are seamless, integrated, complementary and well understood through implementation of this Agreement,
8. Share mapping resources / layers when needed,
9. Continuously improve working relationships and enhance service performance of all Parties; and,
10. Monitor the performance of this Agreement and service delivery.

6.0 Data and Information Sharing

The Parties agree that data sharing, data modelling and GIS are important to service efficiencies and will establish an open data approach among the Parties, provided that the data sources are not restricted under third party licensing Data sharing agreements can be undertaken when the need arises, including provisions for cybersecurity, data hosting and storage considerations, and maintenance of agreements.

7.0 General

The Township and the GSCA mutually agree that:

1. This Agreement applies to the GSCA within the areas under its jurisdiction which are in the Township. This Agreement is not intended to nullify or alter other agreements already in place between partner organizations (i.e. CA Act Category 2 & 3 Agreements),
2. Nothing in this agreement precludes GSCA from commenting to the Township of Georgian Bluffs, and implementing their regulatory and/or landowner responsibilities, as they would normally exercise their rights under the PA, CA Act, Environmental Assessment Act, delegated responsibilities or other applicable legislation,
3. Nothing in this agreement precludes the Township from exercising responsibility under the PA, the County Official Plan, or any other statutory requirement,

4. Nothing in this agreement precludes the parties from respectfully disagreeing with comments provided by the other party,
5. Where the GSCA is in conflict between legislated responsibilities and the responsibilities of this Agreement, the Township may seek third party opinions. This agreement would not prohibit the Township from seeking third party opinions at any time or for any other matters.
6. The GSCA will respond to general inquiries from the Township and applicants, participate in pre-submission consultation meetings in accordance with s. 9.0 of this Agreement, review technical reports, and provide expert witness support to the Township as necessary and where requested, where the subject lands involve natural hazards, wetlands or Conservation Authority regulated lands.
7. The GSCA will review applications and supporting technical reports circulated by the Township and comment on whether the application or other planning matters are consistent with the natural hazard policies of the PPS. The GSCA shall apply all applicable Provincial guidelines and policies in the plan review and technical review functions it provides. For clarity, GSCA review functions are provincially mandated and listed in Appendix A to this Agreement.

8.0 Service Delivery Standards

8.1 Application Circulation

The Township agrees to circulate all planning applications and other matters to the GSCA as prescribed under the PA.

The GSCA, at its discretion, may advise the Township where no fee and no comment is required. In these cases, the Township will reimburse the applicant if a fee was collected.

8.2 Review Timeframes

The Township shall set timeframes for responding to planning document amendments and development applications in keeping with the requirements of legislated timelines. When setting timeframes, the Township should consider GSCA staff review time, specifically where the GSCA was not included in pre-submission consultation.

The Township will provide the GSCA with 21 days to review and comment on a planning application. In exceptional circumstances the Township may request a condensed review period, or the GSCA may request an extended review period. The parties will work together to support an efficient workflow.

8.3 Dispute Resolution

In the case where the Township planning staff and GSCA staff disagree on a recommended action the first response should be that the individuals work to resolve the dispute as outlined in Appendix B.

9.0 Pre-submission Consultation

9.1 Applications

The Township will include the GSCA on application pre-submission consultation where the subject lands are within or 30 metres adjacent to natural hazards lands. Pre-submission consultation may include on-site meetings, virtual meetings, and/or written correspondence.

During pre-submission consultation, where applicable, the GSCA will recommend technical reports and plans to address natural hazards, including recommendations on the "scope" of studies for the purpose of complete application requirements.

9.2 Official Plan and Zoning By-law Updates

Prior to first draft of comprehensive official plan and zoning by-law updates the Township will consult with the GSCA to review existing and/or proposed policies related to natural hazards. The GSCA will provide updated hazard mapping and make recommendations to manage development in these areas in accordance with provincial guidance and any other information the County and CA consider appropriate.

10.0 Conservation Authority Fees

Section 21.2 of the CA Act provides the legislative basis to allow Conservation Authorities in Ontario to charge fees for services, including the collection of fees for planning and development related activities, such as permitting, plan review, and public and legal inquiries. GSCA's Plan Review Fee Schedules are approved and endorsed by the Board of Directors and will be circulated to the Township prior to the start of the new calendar year.

10.1 Fee Increases

GSCA plan review fees may be increased annually in accordance with GSCA fee policy, unless otherwise directed by the Minister of the Environment, Conservation and Parks. Where significant fee increases are proposed, prior notification to, and discussions with the Township are encouraged.

10.2 Collection of Fees

The Township will collect the appropriate fee on behalf of the GSCA at the time a Planning Act application is submitted to the Township. Where the fee to be collected is unclear, Township staff will consult with the GSCA. The Township will remit collected fees for application review to the GSCA on a monthly basis.

10.3 Reconsideration of Fees Charged

Under the CA Act, any person who considers that the GSCA has charged a fee that is contrary to the fees set out in the GSCA's Plan Review Fee Schedule, or that the fee set out in the fee schedule is excessive in relation to the service or program for which it is charged, may apply to the GSCA and request that it reconsider the fee that was charged. This requirement will be administered by the GSCA in accordance with GSCA's fee policy.

10.5 Expert Review Fees

The GSCA reserves the right to retain the services of an expert to review technical plans and reports submitted in support of a Planning Act application. The GSCA will invoice any fees incurred for this service directly to the applicant.

Where applicable, the Township and the GSCA may jointly request expert review of technical plans and reports. In this circumstance, the Township will be responsible for charging the fee back to the applicant.

11.0 Mandatory Review

This Agreement is subject to a mandatory review that will regularly take place no more than five (5) years from the effective date of the Agreement.

The mandatory review shall consider changes in programs of the parties and/or changes in Provincial legislation, policies, and written directives. The review shall be overseen by the Parties' General Managers/CAO's/Department Leads with any final recommended changes being subject to full agreement by all Parties

12.0 Terms of the Agreement

This Agreement shall come into effect on the date the last party signed the Agreement and shall remain in effect until such time as an updated Agreement may replace it.

This Agreement may be reviewed at any time before the mandatory review if agreed to by the Parties, particularly when Provincial legislation or plans have been amended.

The Township and GSCA will review this Agreement at least six months prior to the expiry of each five (5) year term. The GSCA's Planning Department will monitor the agreement and its expiry.

Any party may terminate this Agreement at any time upon delivering six (6) months written notice of termination to all parties.

Signed:

TOWNSHIP OF GEORGIAN BLUFFS

Sue Carleton, Mayor

Ryan Thompson, CAO

Date

October 6, 2026

THE CONSERVATION AUTHORITY

Scott Greig, Chair

Tim Lanthier, CAO

APPENDIX A – SERVICES TO BE PROVIDED

Within the geographical areas set out in this Agreement, and in accordance with O. Reg. 686/21 the services provided by the GSCA to the Township is outlined in the table below.

DESCRIPTION OF SERVICE	DEVELOPMENT PLANNING / APPLICATION REVIEW	TECHNICAL CLEARANCE
Identify the need for and conduct technical review of the hydrologic/hydrogeologic impact to wetlands, watercourses, and inland lakes. (natural hazard related function/CA regulatory requirement).	X	X
Identify the need for and review stormwater management (SWM) facilities and reports where the outlet is to a watercourse or CA regulated area (river valley, wetlands, shoreline). Review of SWM facilities and reports is limited to natural hazard impacts and mitigation i.e. flood and erosion control. (natural hazard related functions/CA regulatory requirement).	X	X
Identify the need for and review lot grading and drainage, and erosion and sediment control plans. (natural hazard related functions/CA regulatory requirement)	X	X
Review for sub-watershed planning/master drainage planning as it relates to natural hazard mitigation.	X	
Comment on natural hazards (flooding, erosion, dynamic beaches, unstable soils, and bedrock) including the need for and review of technical reports relating to hazard land limits and mitigation.	X	X

(natural hazard related functions/CA regulatory requirement)		
Identify Drinking Water Source Protection Areas. Clients will be directed to the applicable Risk Management Official for more information.	X	
Identify the need for and review technical reports to reduce the risk associated with natural hazards to prepare for the impacts of a changing climate.	X	X

APPENDIX B – DISPUTE RESOLUTION PROCEDURE

In the case where the Township Planning staff and GSCA staff disagree on a recommended action the first response should be that the individuals work to resolve the dispute as outlined:

1. **Staff should first hold a meeting, email and/or connect by telephone** to discuss issues in dispute and use their best efforts to resolve the matter. Disputes shall be dealt with in a confidential manner.
2. **If the dispute cannot be resolved between the individuals:**
   a) The party with the concern will raise the issue to the department heads in charge of the service(s) by way of a letter or memo.
   b) The department heads shall acknowledge receipt of the dispute within five (5) business days.
   c) The department heads shall review the issues identified by the individual raising the issue and in so doing may:
      i) Review relevant municipal and provincial legislation;
      ii) Review other relevant policies and procedures;
      iii) Review any existing file documents;
      iv) Request information from the Staff, the individual in dispute or others involved in the dispute;
      v) Identify actions that may be taken to address the dispute and/or improve services and operations; or
      vi) Take other actions the department head deems necessary to resolve the matter.
3. **Decision**: Within ten (10) calendar days of receipt of a notice of dispute by the Department Heads, a joint discussion is encouraged, and unless the issue has been resolved, a response shall be provided in writing to the party with the concern's Department Head involved in the dispute (the "Decision"). The Decision shall include:
   a) Whether the dispute was substantiated;
   b) If the dispute is not substantiated, the Department Head shall provide the reason(s) for their decision; and,
   c) Any actions the Corporation/CA has or will take because of the dispute and/or actions that should be considered by the CA.

4. **Where the Department Head may not be in a position to guarantee response times**: If the Department Head is unable to provide a Decision within ten (10) days of receipt, they shall notify the CAO/General Manager of the delay and provide an estimate of when a Decision will be provided.
5. **Decisions made by the Department Head may be appealed**, in writing, to the Chief Administrative Officer/General Manager within ten (`10) days, or when mutually agreed. The Chief Administrative Officer/General Manager shall review the appeal and may confirm, rescind or amend a Decision. In the event the Dispute cannot be resolved through this Dispute Resolution process, the Dispute may be submitted to the respective Council/Board, as the case may be.
6. **This dispute resolution process is meant to apply to the services provided under this MOU** and does not limit the appeal or other options open to all parties under the powers granted to them in legislation and regulation, such as but not limited to asking for status at an OLT hearing.
7. **Responsibility**: All Staff should have a clear understanding of how Disputes are handled by the Township/GSCA. All supervisors must comply with, explain this policy to their Staff, and conduct any necessary training.