



## Town of Niagara-on-the-Lake

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**REPORT #:** CDS-23-204 **COMMITTEE DATE:** 2023-09-19  
**DUE IN COUNCIL:** 2023-09-26  
**REPORT TO:** COTW-General  
**SUBJECT:** Planning Service Agreement with the Regional Municipality of Niagara

### 1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 Council receives and endorses the Planning Service Agreement between the Town of Niagara-on-the-Lake and the Regional Municipality of Niagara ("Niagara Region"), attached as **Appendix I**, and
- 1.2 The Town Chief Administrative Officer (CAO) be authorized to sign the Agreement on behalf of the Town upon the date of provincial proclamation for the amendments to the *Planning Act* related to upper-tier municipal planning responsibilities.

### 2. EXECUTIVE SUMMARY

- Bill 23 received Royal Assent on November 28, 2022.
- Bill 23 made significant changes to the *Planning Act*, with specific impacts concerning removing upper-tier planning responsibilities.
- As a result of this change, the Region organized a facilitated discussion 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 this consultation and collaboration. It sets out the terms of service delivery between the Town and Region following the proclamation and removal of upper-tier planning responsibilities.
- The Agreement has been tailored to the needs of Niagara-on-the-Lake, supports providing customer service excellence and assists in bolstering staff capacity and expertise. Staff support the Agreement and recommend its endorsement.

### 3. PURPOSE

The purpose of this report is to provide information to Council on discussions amongst local municipalities and the Region of Niagara related to shared planning service. Through these discussions, the Region has prepared a Planning Service Agreement that outlines the terms of service once Bill 23 changes to upper-tier municipal planning responsibilities receive proclamation.

#### 4. BACKGROUND

In October 2022, the Province released Bill 23, an omnibus bill which proposed many significant changes to the *Planning Act*. Bill 23 received Royal Assent on November 28th, 2022, following a short consultation period.

One of the many changes made to the *Planning Act* through Bill 23 is the removal of planning responsibilities for several upper-tier municipalities, including the Niagara Region. This change will mean that much of the planning and planning-related functions that Niagara Region currently does will be downloaded to local municipalities. Although the planning responsibilities will be removed, the *Planning Act* change will continue allowing upper-tier municipalities to provide advice and assistance to a lower-tier municipality if agreed to by the Council of a lower-tier municipality. At this time, Town Staff does not know when this change will take effect as the date for proclamation has not been set. It is anticipated that it could be as early as winter 2024.

In anticipation of this change, the CAO, the Director of Community and Development Services, and representatives from Niagara Region and other area municipalities met several times to discuss the transition of planning review functions that Niagara Region has traditionally performed. The Region retained a facilitator to guide the discussions to develop 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.

#### 5. DISCUSSION / ANALYSIS

As a first step towards preparing for the change, the Town reviewed its internal capacity and expertise for planning review. Based on the internal scan, it was determined that utilizing Niagara Region's services and resources on a fee-for-service basis was the most efficient and effective way of maintaining a consistent delivery of the planning functions.

Much of the facilitated discussions focused on streamlining processes to ensure that the Town creates a customer-centered, 'one-stop' model for the planning review function. As a result, a Planning Service Agreement (the "Agreement") has been prepared to ensure the Town is equipped to undertake these additional planning responsibilities when proclamation occurs. The Agreement sets out the advice, assistance, and services to be provided by Niagara Region to the Town concerning planning matters and to promote the delivery of efficient and effective municipal planning services using a "one-window" approach.

The Agreement has associated Appendices specific to the review areas identified by the Town. Each municipality will have its own list of tailored service requests. The new Agreement will replace the current approved Memorandum of Understanding (MOU) between the Niagara Region, area municipalities and the Niagara Peninsula Conservation Authority (NPCA). The Agreement is attached as **Appendix I**.

Appendix A of the Agreement sets the details and timeframes to which the Niagara Region has committed to providing comments on applications. The Town has requested a Development Planning Service Review to be provided for planning applications for:

- Land Use Compatibility

- Environmental Review
- Former Landfill Sites
- Screening to Address Water Protection
- Urban Design
- Flexibility to request additional services, if required

Appendix B outlines the fees for application review currently charged for the various applications and other general planning services that the Niagara Region has historically undertaken. The fees for development application review are based on the application fees in accordance with the Region's Fees and Charges By-law.

Currently, Niagara Region operates on a fee-for-service approach to cover the staff time to undertake the review function. This same approach is used in the Agreement. The Regional review service will be covered by the fees collected by the Town on development applications and transferred to Niagara Region, ensuring no impact on the ratepayer.

Regional Staff will undertake the review role on behalf of the area municipality, and formal comments will appear as Town comments. Further, where and when needed, Regional Planning Staff could also work directly from the local municipality's office in a contract capacity.

Appendix C of the Agreement allows the Town to purchase additional planning resources/ expertise from Niagara Region hourly (\$85.00/hour) on a project basis. This service is offered as a cost-saving measure for specific project management or an alternative to hiring consulting services.

The Town would continue circulating to Niagara Region on pre-consultation applications, where Niagara Region provides the specified service.

The Agreement also provides guidance on:

- Monthly invoicing for the services provided to the Town;
- Annual fee adjustment per the Consumer Price Index (CPI) or adjustments identified in the Region's Fees and Charges By-law;
- Opportunity to review fees at the end of the first year of the term of the Agreement to determine if any adjustment is required;
- Insurance and indemnity;
- Conflict and dispute resolution; and,
- Amendments via mutual Agreement, including the opportunity to change or add services.

The term of the Agreement will take effect 90 days following the proclamation of the Region becoming an upper-tier municipality without planning authority. It is set to expire 90 days following the next municipal election. The timing has been set to allow for an effective transition of responsibilities at the onset and to allow time to bring a new agreement to a new Council following the next election. Good faith negotiations between the Niagara Region and the Town would commence 12 months before the expiry of the Agreement to either extend or amend the Agreement as needed. The Agreement may also be terminated, without cause, with eighteen (18) months written notice.

## 6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

### Pillar

1. Vibrant & Complete Community

### Priority

1.1 Planning for Progress

### Action

1.1 b) Planning for Progress Initiatives

## 7. OPTIONS

- 7.1 **Option 1:** That Council endorse the Agreement in principle and direct the CAO to sign the Agreement upon the date of proclamation. **(Recommended)**
- 7.2 **Option 2:** That Council reject the Agreement. This option is not recommended as the Town does not have the Staff capacity and in-house expertise to take on all planning review functions currently provided by Niagara Region. *(Not Recommended)*

## 8. FINANCIAL IMPLICATIONS

For services related to the development review function, costs will be covered by the application review fee and be revenue-neutral. For services outlined in Appendix C, the hourly rate would apply (\$85.00). This rate is anticipated to be less expensive than hiring additional staff or procuring consulting services. It may also allow the Town to advance proactive planning projects with long-term community and cost-saving benefits.

## 9. ENVIRONMENTAL IMPLICATIONS

Not applicable; there are no direct environmental implications of this report. It is anticipated that the Niagara Region may retain the environmental review function through the terms of the Agreement.

## 10. COMMUNICATIONS

The Town participated in the facilitated discussions with area municipalities and the Niagara Region. Staff also participated in one-on-one discussions with the Region to review the Agreement's details and the municipality's needs. Further, the CAO and the Director discussed with their respective municipal partners (Area CAOs and Area Planners).

## 11. CONCLUSION

The Agreement supports customer service excellence and reflects the good working relationship between the Town and Niagara Region. The Niagara Region and Town desire to deliver timely and streamlined planning services to the public based on a mutual understanding of their respective roles and responsibilities. This Agreement will assist the Town in providing expertise through the transition and is flexible to offer planning assistance when and where needed to deliver an effective and efficient planning review function.

Staff support the Agreement and recommend that Town Council endorse the Agreement in principle at this time. It is further recommended that the CAO be authorized to sign the Agreement following the date of proclamation.

**12. PREVIOUS REPORTS**

- Not applicable.

**13. APPENDICES**

- **Appendix I** – Planning Service Agreement with Appendices

Respectfully submitted:

**Prepared and Recommended by:**

A handwritten signature in blue ink, appearing to read "KMcCauley".

**Kirsten McCauley, MCIP, RPP  
Director, Community and Development  
Services**

**Submitted by:**

A handwritten signature in blue ink, appearing to read "M. Cluckie".

**Marnie Cluckie, MS.LOD, B.ARCH, B.ES  
Chief Administrative Officer**

## 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 may decline a request to provide Services in Appendix "C" where providing the Services would require efforts beyond current capacity including Services requested by other municipalities which;
  1. require more time than the Region's representatives can reasonably commit,
  2. lead to or constitute a conflict of interest, or
  3. prevent the Region or its representatives from meeting any other duties.
- 3.4. 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".
- 3.5. 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.
- 3.6. 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.

- 3.7. 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.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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.
- 3.12. Notwithstanding the foregoing, the Parties may mutually agree to waive reimbursement or indemnification of fees refunded under paragraphs 3.9 and/or 3.10.
- 3.13. 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.
- 3.14. 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.
- 3.15. 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.

- 3.16. 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.
- 3.17. 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.
- 3.18. Planning services provided by the Region under this Agreement shall comply with all applicable professional and industry standards.
- 3.19. 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 (5<sup>th</sup>) 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” Town of Niagara-on-the-Lake**  
**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:

- Land Use Compatibility
- Environmental Review
- Former Landfill sites
- Screening to address Water Protection
- Urban Design
- Flexibility to request additional services, if required

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
<b>Site specific Regional Official Plan Amendment</b>	<p>Region to receive required information/plans a min. of <b>10 calendar days</b> prior to pre-consultation.</p> <p>Region to provide comments <b>12 calendar days</b> 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>	Region to provide comments within 20 calendar days
<b>Secondary Plan (Local Official Plan Amendment)</b>	<i>Same as above</i>	As determined in consultation with the area municipality
<b>Complete Application Review</b>	N/A	Region to provide comments within 20 calendar days



<b>Process Type</b>	<b>Pre-Consultation Timeframes</b>	<b>Complete Application Timeframes</b>
<b>Other Comprehensive Local Official Plan Amendment</b>	Same as above	As determined in consultation with the area municipality
<b>Site specific Local Official Plan Amendment</b>	Same as above	Region to provide comments within 20 calendar days
<b>Combined OPA/Zoning Amendment</b>	Same as above	Region comments within 20calendar days
<b>Comprehensive zoning by-law (initiated by area municipality)</b>	Same as above	As determined in consultation with the area municipality
<b>Site specific zoning by-law amendment (including Holding Provision)</b>	Same as above	Region to provide comments within 20 calendar days
<b>Draft plans of subdivision or condominium</b>	Same as above	Region to provide comments within 35 calendar days
<b>Modifications to Draft Approved Subdivision and Condominium</b>	Same as above	Region to provide comments within 35 calendar days
<b>Consent</b>	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).
<b>Minor Variance</b>	Same as above	Region to provide comments within 10 calendar days.

<b>Process Type</b>	<b>Pre-Consultation Timeframes</b>	<b>Complete Application Timeframes</b>
<b>Site Plan</b>	Same as above	Region to provide comments within 14 calendar days
<b>Extension of draft Approval</b>	Same as above	Region to provide comments within 10 calendar days
<b>Clearance of Conditions</b>	Same as above	Region to provide comments within 15 calendar days
<b>Niagara Escarpment Development Permit</b>	Same as above	Region to provide comments within 30 calendar days
<b>Niagara Escarpment Plan Amendment</b>	Same as above	Region to provide comments within 60 calendar days

## 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

<b>Development Planning Review Service:</b> Includes Provincial Policy and Regional review for the below listed applications. Depending on then nature of the application the review will include <i>Land Use Compatibility</i> <sup>1</sup> , <i>Archaeological assessment</i> , <i>Employment Land Conversion</i> , <i>Former Landfill Sites</i> , <i>Gas and Petroleum Resources</i> , <i>Screening to address Source Water Protection</i>  <i>*development planning fee only includes planning review</i>	
Service	Fee
<b>Official Plan Amendments</b>	
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
<b>Subdivision, Vacant Land or Common Element Condominium Base Fee:</b>	
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
Revision to Submission by Applicant (Prior to Draft Approval)	\$1,925
Modification of Draft Plan Approval	\$1,925
Extension of Draft Plan Approval	\$1,395

<sup>1</sup> 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.

Extension of Draft Plan Approval (Approved prior to 2006)	\$2,775
Clearance of Draft Plan Conditions (per phase)	\$1,925
<b>Standard Condominium Base Fee</b>	
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
<b>Zoning By-law Fees</b>	
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
<b>Consent Fees</b>	
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
<b>Site Plan Fees</b>	
Major Site Plan	\$1,345
Revision to Submission by Applicant (Prior to approval)	\$780
Clearance of Site Plan Conditions	\$995
<b>Minor Variance</b>	
Minor Variance	\$760
<b>Niagara Escarpment Plan Applications</b>	

Development Permit Review	\$2,225
Minor Development Permit Review (no provincial/regional interests- pools sheds, etc)	\$830
<b>Environmental Site Assessments (brownfields) Request to Use Non-potable Water Site Condition Standards</b>	
Response to request	\$410
Response to Request- Update Letterer	\$150
<b>Secondary Plans</b>	
Secondary Plans (privately initiated)	\$6,935
<b>Pre-Consultations</b>	
Pre-Consultation Review	\$500
<b>Special Studies</b>	
<b>1. Environmental Review</b>	
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
<b>2. Urban Design</b>	
Major Urban Design Review	\$1,000
Minor Urban Design Review	\$300
<b>3. General Planning Services</b>	
Growth Management <sup>2</sup> <ul style="list-style-type: none"> <li>- Localized review of infrastructure capacity</li> <li>- Detailed evaluation of urban boundary expansion areas, review of population and employment forecasts and distribution, staging of development, cross boundary matters</li> </ul>	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"> <li>- Manage relationships, provide consultation</li> </ul>	Fee for service based on agreed upon terms (\$85.00)

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

Natural Heritage System Mapping Maintenance <sup>3</sup>	Fee for service based on agreed upon terms (\$85.00)
GIS support an other 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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<sup>3</sup> 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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