



Bruce County – Memorandum of Agreement Council Update and Next Steps

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Introduction

- The Memorandum of Agreement (MOA) update is one of three projects as part of the Bruce County's 'Land Use Planning Transformation Initiatives' aimed at helping the Planning Division update policies and procedures of the land use planning services it delivers. These projects include:
 1. Land Use Planning Review: Official Plan Update
 2. Planning Department Services Fees Review
 3. **Memorandum of Agreement Update**

Purpose

The purpose of updating the MOAs is intended to respond to the increase demand on planning services, paired with the evolving policy landscape since the MOUs were first drafted.

It is also intended to:

1. Eliminate unnecessary duplication;
2. Clarify roles and responsibilities;
3. Increase accessibility for applicants;
4. Reduce development process time and steps;
5. Create efficiencies and otherwise maximize the benefits that can be achieved by recognizing staff expertise.

Bruce County Planning Context

- **MOUS are out of date**
 - In some cases there are MOUs between the County and the local municipalities. Some of these agreements are documented, while others were made verbally between the County and the municipalities. The written MOUs we were able to locate were for a one-year term and were put in place in 1994 or in 1999.
- **Bruce County's population has grown significantly over the last two decades.** This has created more development and has resulted in increased pressures on County planning services including:
 - An increase in the quantity and complexity of planning applications
 - An Increase in special planning projects and studies to support communities, and
 - Increasing resource requirements to update planning frameworks to conform to Provincial regulations.

Process to Date

1. **A review of past MOU agreements** made between the local municipalities
2. **Detailed interviews** with each of the local municipalities, including key staff members (CAO, Clerk, CBO, planning staff)
3. **Drafted a MOA based on findings**
4. **Workshopped MOA with local CAOs**
5. **Revised Draft**
6. **Presenting to Council today**

Input So Far

There was variability on the feedback for the needs of a future MOA agreement, but common themes that emerged included:

- An MOA that is short and easy to understand
- Flexibility is critical
- Predictability of projects (to predict for staffing resources)
- Clear roles for local municipalities and County
- The outline of expectations for the County for participation in strategic “special planning projects”

Today's Session

- Address questions about the process
- Review the draft MOA recommendations
- Discuss and provide feedback on the MOA recommendations



Draft MOA Recommendations

Draft MOA

1. Purpose
2. Planning Authority and Responsibilities
3. Prioritization of Planning Matters
4. Shared Responsibilities
5. Communications
6. Costs of County Planning Services
7. Term



2. Planning Authority and Responsibilities

- a) County Responsibilities**
- b) Lower-Tier Municipal Responsibilities**
- c) County Planning Service Responsibilities**
- d) Policy and Project Development**
 - i) The Municipality will provide advance notice to the County on major policies/special projects
 - ii) If the municipality request the County to carry out work on behalf, the County will give 30 days notice of acceptance
 - iii) If the County accepts the County will provide a proposed timeline to complete the project, and will advise if the County does/does not have adequate resources to meet the Municipality's requirements
 - iv) The County will work with the Municipality and to carry out the work in a way that reflects local contexts

3. Prioritization of Planning Matters

- a) Development applications
- b) Local Official Plan and Zoning By-Law comprehensive reviews
- c) Special Projects



4. Shared Responsibilities

- a) **Administrative support:** for planning matters will be shared; the County will provide notices of applications, meetings and decisions. All other administrative matters will be carried out and resourced by the Municipality.
- b) **Technical and GIS data sharing**
- c) **Planner attendance at Municipal Offices**
- d) **Appeals to LPAT**
 - I. In the event that a report/recommendation prepared by the County for the municipality is appealed to the LPAT, it is the municipalities responsibility of the to procure, instruct and pay for counsel. The County will have a planner to attend/provide evidence in respect of the matters at issue as they relate to the evidence in the planning report and related planning matters related to relevant planning documents.
 - II. Where the County is also a party to the appeal, the Municipality and the County may elect to retain counsel and experts jointly and divide costs accordingly.

5. Communications

To support the two-way communication for mutual benefit.

- a) **Sharing of Provincial Planning Policies:** The County will share with the Municipalities any information it receives from the Province regarding proposed changes to Provincial plans, policy statements or legislation
- b) **Local perspective on Provincial changes:** The County will provide an opportunity for the Municipalities to provide a local perspective to the impact of such change and /or provide an opportunity to work together
- c) **Local communications of impacts:** The municipalities will bring to the attention of the County of any impact and provide an opportunity for the County to provide a perspective to the impact of such change
- d) **Sharing of workplans:** The County and the Municipality agree to share annually workplans for land use planning policy and project development for the upcoming years to ensure that resources are appropriately allocated

6. Costs of County Planning Services-

- a) **County is solely responsible for fees:** The County will be solely responsible for determining fees for planning services provided by the County to third parties
- b) **Charge back for planning policy and special projects:** there will be a charge-back to the Municipality a fee of not more than the cost of providing the services requested by the Municipality

7. Term

- a) **Term:** The term of this Agreement is five years, and after the fourth year the parties will discuss its renewal
- a) **Termination:** In the event one of the parties wishes to terminate this Agreement before its expiry, that Municipality will provide a minimum of one year's notice to the County

Questions and Feedback



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