MEMORANDUM OF UNDERSTANDING FOR PLAN REVIEW SERVICES BETWEEN

The Corporation of Haldimand County (herein referred to as the "County")

AND

The Grand River Conservation Authority
The Long Point Region Conservation Authority
The Niagara Peninsula Conservation Authority
(collectively herein referred to as the "Conservation Authority")
August 2016 Final

PREAMBLE

In 1996 municipalities were delegated Municipal Plan Review responsibility by the Province of Ontario. A Memorandum was entered into in 1998 between the Regional Municipality of Haldimand-Norfolk and its three constituent Conservation Authorities to coordinate responsibilities with respect to natural heritage and hazard land protection. In 2001 Conservation Ontario on behalf of all Conservation Authorities entered into a Memorandum of Understanding with the Province of Ontario to provide technical comments to the Upper and Lower Tier Municipalities with respect to Natural Hazards as outlined in the Provincial Policy Statement. This agreement is an update to the 1998 agreement and a reflection of the 2001 Memorandum of Understanding with the Province.

1. PURPOSE

The purpose of this Memorandum of Understanding is to update the January 15, 1998 Memorandum of Agreement between the County and Conservation Authorities for the provision of specified plan review and technical clearance services to the County.

2. ROLES AND RESPONSIBILITIES

a The County and the Conservation Authority mutually agree that:

I. this Memorandum of Understanding applies to each of the Conservation Authorities referred to above and the area under each of their respective jurisdictions which is located within the County of Haldimand;

II. the Conservation Authority has the expertise to provide the plan review and technical clearance services to the County identified in this Memorandum of Understanding and that the County is relying on said expertise. The parties acknowledge that the County remains the approval authority for those planning applications for which the County is so designated by statute and which authority has not been otherwise delegated by the County;

III. nothing in this Memorandum of Understanding precludes the Conservation Authority from commenting to the County from a Conservation Authority perspective, as it normally would on an application circulated by the County under the Planning Act;

IV. application types listed in Schedule 1 will still be circulated to the appropriate Conservation Authority for comment from the Conservation Authority perspective except as noted in Schedule 3;

V. a protocol has been developed, included as Schedule 3, whereby the County will prescreen applications in order to further streamline the process;

VI. this Memorandum of Understanding may be amended by mutual agreement, in writing, from time to time to reflect changes in the programs of parties to this Memorandum of Understanding, or as a result of changes in provincial policies, or as a result of subsequent discussions between the parties hereto;

VII. all parties agree to periodically review this Memorandum of Understanding at 5 year intervals; and,

VIII. any party to this Memorandum of Understanding may terminate the agreement, as it pertains to its involvement, at any time, in writing to the other parties to the agreement, with a minimum of 120 calendar days notice.

b The County commits to:

I. circulate to the appropriate Conservation Authority those applications listed in Schedule 1 for comment as per the items in Schedule 2 and in accordance with a prescreening protocol included as Schedule 3;

II. transfer appropriate policy statement, guidelines, manuals, maps, information, data and criteria from the County to the Conservation Authority, and transfer said material to the Conservation Authority as it is received from the Province of Ontario, or make arrangements to have said material transferred directly from the Province to the Conservation Authority;

III. retain consultants other than the Conservation Authority to provide the plan review and technical clearance services identified in this Memorandum of Understanding, when in the opinion of the County, and where applicable, the County, or the Conservation Authority, utilizing the Conservation Authority as specified in this agreement could result in a conflict of interest for the Conservation Authority or where otherwise agreed that it would be in the best interest of the planning process; and,

IV. notify the applicant of the required Conservation Authority fee and attach payment to circulated applications when available.

c The Conservation Authority commits to:

I. provide the County with those services listed in Schedule 2 at no cost to the County on a fee for service basis by the applicant;

II. provide its comments to the County on receipt of an application from the County or request an extension with reasons, for applications identified on Schedule 1 and within the specified County review timeframe, unless an alternative timeframe is agreed upon;

III. comment on whether the application complies with the Provincially approved Haldimand County Official Plan in the plan review services it provides the County (as identified in Schedule 2);

IV. participate in pre-consultation meetings for potential planning applications upon the request of the County;

V. consider all relevant guidelines in the plan review and technical clearance services it provides the County;

VI. not disseminate any data, maps, information or other documents either received directly from the Province or identified as "Provincial data" by the County, except as otherwise licensed or agreed upon by the licensing party/owner of the data;

VII. not disseminate any data, maps, information or other documents either received directly from the County or identified as "County data" by the County, except as otherwise licensed or agreed upon by the licensing party/owner of the data;

VIII. make provision for staff to attend Ontario Municipal Board Hearings, upon the request of the County, with respect to plan review and technical clearance services provided pursuant to this Memorandum of Agreement. The County will provide legal representation for the Conservation Authority at the OMB hearing at the cost of the County. Should the Conservation Authority attend the hearing for matters outside this Memorandum of Understanding, the Conservation Authority will be responsible for retaining and paying for their own legal representation.

3. **TIME FRAME FOR IMPLEMENTATION**

This Memorandum of Understanding will take effect on August 29, 2016.

The parties have duly executed this Memorandum of Understanding.

THE CORPORATION OF HALDIMAND COUNTY

_____
Craig A. Manley, MCIP, RPP
General Manager, Planning & Economic Development Department

Dated this ____ day of _____, 2016

GRAND RIVER CONSERVATION AUTHORITY

_____
Joe Farwell, Chief Administrative Officer

Dated this ____ day of _____, 2016

LONG POINT REGION CONSERVATION AUTHORITY

_____
Cliff Evanitski, General Manager & Secretary Treasurer

Dated this ____ day of _____, 2016

NIAGARA PENINSULA CONSERVATION AUTHORITY

_____
Carmen D'Angelo, Chief Administrative Officer & Secretary Treasurer

Dated this ____ day of _____, 2016

SCHEDULE 1

CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The County will circulate all applications for subdivision and Condominium to the Conservation Authority.

2. The County will circulate the following types of development/planning applications to the Conservation Authority for comment as per the items in Schedule 2 and in accordance with a prescreening protocol included in Schedule 3:

I. Consents;

II. Official Plan Amendments;

III. Zoning By-Law Amendments;

IV. Minor Variances; and

V. Site Plans.

SCHEDULE 2

Review Function Responsibilities

	Review Agencies			
	County		Conservation Authority	
Features/Functions	Plan Review	Technical Review	Plan Review	Technical Review
Significant Wildlife Habitat(1)	**X (Lead)**	**X**	**X**	
Threatened/Endangered Species (1)	**X (Lead)**	**X**	**X**	
ANSI(1)	**X (Lead)**	**X**	**X**	
Environmental Sensitive Area (ESA)	**X(Lead)**	**X(Lead)**		
Significant Woodlands	**X (Lead)**	**X (Lead)**	**X**	**X**
Significant Valleylands	**X(Lead)**	**X(Lead)**	**X**	**X**
Natural Heritage Systems	**X(Lead)**	**X(Lead)**	**X**	**X**
Water (2)(as it relates to Infrastructure)	**X(Lead)**	**X(Lead)**		
Water (2)(as it relates to Natural features)			**X(Lead)**	**X(Lead)**
Wetlands	**X**		**X (Lead)**	**X(Lead)**
Fish Habitat (3)	**X (Lead)**	**X(Lead)**	**X**	**X**
Flood Hazards			**X (Lead)**	**X(Lead)**
Erosion Hazards			**X (Lead)**	**X(Lead)**
Lakeshore Hazards			**X (Lead)**	**X(Lead)**
Sub-watershed Studies	**X**	**X**	**X (Lead)**	**X(Lead)**
Features/Functions	Plan Review	Technical Review	Plan Review	Technical Review
Stormwater Management(4)(as it relates to Natural Heritage and Natural Hazards)	**X**		**X(Lead)**	**X(Lead)**
Stormwater Management (4)(as it relates to operations, aesthetics and outlet)	**X(Lead)**	**X(Lead)**	**X**	
Hazardous Sites (5)			**X(Lead)**	**X(Lead)**

X - Indicates comments may be provided and that the party has an interest

(Lead)- indicates the party having the primary role for PPS, Official Plan or technical capacity

“Plan Review” – includes screening application to determine potential impacts, need for technical reports and mitigation measures, assist in development of terms of reference, specifying conditions of approval.

“Technical Review” – includes assessing technical reports submitted by the proponents’ consultants in terms of applicable guidelines and standards.

Notes:

1. The Ministry of Natural Resources and Forestry is responsible for the implementation of the Endangered Species Act and for the mapping and designation of ANSI and Significant Wildlife Habitat. However the County has a responsibility for the protection of these areas under the Provincial Policy Statement.
2. Review of Water Policies as they relate to infrastructure needs of the municipality versus actions required to maintain the ecological system and management objectives.
3. Review of Fish Habitat is provided in consideration of the Provincial Policy Statement and does not provide clearance on the required statues or legislation from either the Ministry of Natural Resources and Forestry or Department of Fisheries and Oceans.
4. Stormwater Management is a shared responsibility with the County. The County is responsible for location, aesthetics, legal outlet and engineering design. The Conservation Authority would be responsible for the review of function and potential impacts on Natural Heritage and Natural Hazards that may be impacted.
5. Hazardous sites mean property or lands that could be unsafe for development and site alteration due to naturally occurring hazards. These may include unstable soils (organic soils), or unstable bedrock (karst topography).

SCHEDULE 3
Screening protocol

PRESCREENING CRITERIA GRAND RIVER, LONG POINT REGION AND NIAGARA PENINSULA CONSERVATION WATERSHEDS

Process
When a landowner discusses or submits a Planning Act application, municipal staff will review Official Plan Schedules A through E and Ontario Regulation 150/06 (GRCA), 178/06 (LPRCA), and 155/06 (NPCA) mapping to determine whether the lands are within an area of interest to the conservation authority. If the site or land holdings are within an area of interest to the Conservation Authority, the municipal staff will advise the applicant of the appropriate fee for submission with the application (cheque to be made out to applicable Conservation Authority). The County will circulate all applications for subdivision and condominium to the Conservation Authority.

- GRCA: For further information please contact the GRCA, Resource Planning Section at (519) 621-2763 ext. 2237.
- LPRCA: For further information please contact the LPRCA, Watershed Services Section at (519) 842-4242
- NPCA: For further information please contact the NPCA, Watershed Management Section at (905) 788-3135

The following questions are to be applied to all applications identified in Schedule 1. For consent applications, please apply the questions to both the severed and retained parcels. If the answer to any of the following questions is "**YES**", County staff will circulate the application to the applicable Conservation Authority for review. Watershed mapping to determine the applicable Conservation Authority is included as Schedule 4.

HALDIMAND COUNTY OFFICIAL PLAN

1. Are there lands on the property that are identified in the Official Plan as "Core Natural Environment Area" or "Natural Environment Area"

   Yes ☐ No ☐

2. Is there a watercourse (creek, stream and/or river) and/or river valley slope on the property, or is the property located within 30m of the top of the bank of a slope?

   Yes ☐ No ☐

Regulation 150/06 (GRCA), 178/06 (LPRCA) and 155/06 (NPCA) Mapping

3. Is the property located within the Regulated Area shown on the mapping for Reg. 150/06, 178/06 or 155/06?

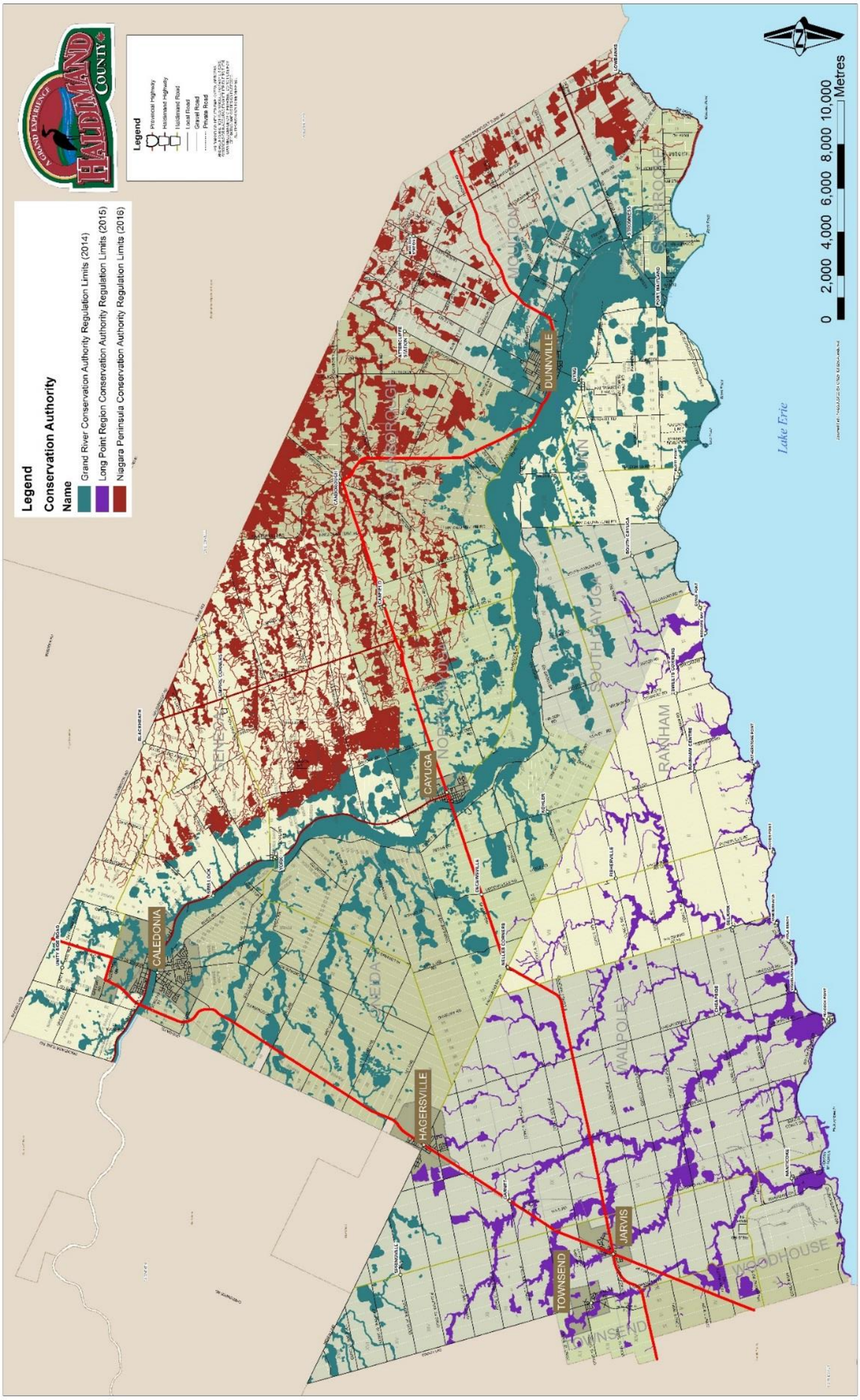
   Yes ☐ No ☐

4. Is the proposal within 15 metres (50 feet) of a watercourse?

   Yes ☐ No ☐

1.If the application is not located in or adjacent to these features there is no need to be circulated.
2.Subsequent Planning Act applications that have been reviewed in the previous 2 years and are the same as previously approved do not need to be circulated.
3.Minor variances not related to natural hazard/natural heritage features do not need to be circulated.

SCHEDULE 4



Legend
Conservation Authority
Name
Grand River Conservation Authority Regulation Limits (2014)
Long Point Region Conservation Authority Regulation Limits (2015)
Niagara Peninsula Conservation Authority Regulation Limits (2016)
Legend
Provincial Highway
Haldimand Highway
Haldimand Road
Local Road
Gravel Road
Private Road
0 2,000 4,000 6,000 8,000 10,000
Metres
Lake Erie
CALEDONIA
CAYUGA
HAGERSVILLE
TOWNSEND
JARVIS
DUNNVILLE
SOUTH CAYUGA
RAINHAM
WALPOLE
WOODHOUSE