



400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 Toll free: 866.900.4722 Fax: 519.621.4844 Online: www.grandriver.ca

March 31, 2017

Mr. Allan Rothwell
Director of Planning and Development
Perth County
1 Huron Street
Stratford, ON
N5A 5S4

Dear Mr. Rothwell,

**Re: Memorandum of Agreement (MOA) for Plan Review Services
County of Perth and Conservation Authorities**

The Grand River Conservation Authority (GRCA) has received your letter regarding the County's review of its circulation processes to improve department efficiencies. We have attached the completed circulation survey to this letter.

With the changes in the planning environment over the last number of years, we have started the process of renewing our existing MOAs with our member municipalities. We have recently completed a number of updates to the MOAs including the City of Brantford and County of Wellington.

We would like to renew the 1999 MOA between the County and Conservation Authorities to reflect current planning practice and policies. We would appreciate the opportunity to discuss renewing this agreement further with yourself, or other County staff. If you wish to include the other Conservation Authorities we would be happy to arrange the meeting with them.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,


Jason Wagler, MCIP RPP
Resource Planner
Grand River Conservation Authority

Planning Application Agency Circulation Survey

Who is the contact for your agency who will receive planning application circulations?

If there is more than one contact, or if different contacts receive different applications, please fill our extra forms as needed.

Contact Name: Ashley Graham

Contact Title: Resource Planner

Which types of planning applications should be circulated to your agency?

- | | |
|--|--|
| <input checked="" type="checkbox"/> Official Plan Amendments | <input checked="" type="checkbox"/> Plans of Subdivision/Condominium |
| <input checked="" type="checkbox"/> Zoning By-law Amendments | <input checked="" type="checkbox"/> Site Plan Agreements (where there is BCLA input) |
| <input checked="" type="checkbox"/> Minor Variances | <input type="checkbox"/> Part Lot Control By-laws |
| <input checked="" type="checkbox"/> Land Division Consents | <input type="checkbox"/> New Municipal Addressing |

How would you like to receive these circulations?

Post Mail

Mailing Address: _____

City/Town: _____

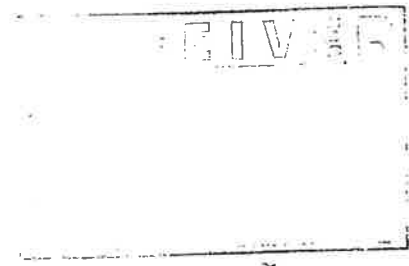
Province: _____ Postal Code: _____

Email

Email Address: agraham@grandrivers.ca

If you prefer another form of communication for receiving Planning applications, please let us know.

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MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF PERTH
AND
AUSABLE BAYFIELD CONSERVATION AUTHORITY
GRAND RIVER CONSERVATION AUTHORITY
MAITLAND VALLEY CONSERVATION AUTHORITY
UPPER THAMES RIVER CONSERVATION AUTHORITY

1999 - 2001

final revision Aug 26/99

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4 **MEMORANDUM OF AGREEMENT**

5
6
7 **BETWEEN**

8 The County of Perth
9 (herein referred to as the "County")

10 **AND**

11 Ausable Bayfield Conservation Authority
12 Grand River Conservation Authority
13 Maitland Valley Conservation Authority
14 Upper Thames River Conservation Authority

15
16 (herein referred to as the "Authorities or the Authority")

17
18 **DATED** this 7th day of September, 1999.

19
20
21 **1. PURPOSE**

- 22 a) The purpose of this Memorandum of Agreement is to describe the framework within
23 which the Authority will provide specified plan review and technical clearance
24 services to the County.
25

26
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28 **2. ROLES AND RESPONSIBILITIES**

29 a) **The County and the Authority mutually agree that:**

- 30 i) this Memorandum of Agreement applies to the Authority and the area under its
31 jurisdiction which is located in the County of Perth ;
32
33 ii) the Authority has the expertise to provide the plan review and technical clearance
34 services to the County identified in this Memorandum of Agreement and that the
35 County is relying on said expertise. The parties acknowledge that the County
36 remains the approval authority for those planning applications for which the County
37 is so designated by statute and which authority has not been otherwise delegated
38 by the County;
39
40 iii) nothing in this Memorandum of Agreement precludes the Authority from
41 commenting to the County from a Conservation Authority perspective, as it normally
42 would on an application circulated by the County under the Planning Act;
43
44 iv) those application types not listed in Appendix A, Schedule 1 (ie., official plans, policy
45 official plan amendments, comprehensive zoning by-laws, and policy zoning by-law
46 amendments), will still be circulated to the Authority for comment on these
47 application types from the Conservation Authority perspective;
48
49 v) a protocol will be mutually developed to coordinate and enhance information/data
50 sharing opportunities and responsibilities;

- 1 vi) to mutually develop a schedule of fees and methods of payment for those services
2 listed in Appendix A, Schedule 3;
3
4
5 vii) a pre-screening protocol will be used to assist in determining which applications
6 need to be circulated to the respective Authority for review and comment. Through
7 the implementation of this protocol, only those applications requiring Authority
8 review will be identified for circulation and this will further streamline the process.
9 The pre-screening protocol is attached to this agreement as Appendix B. The pre-
10 screening protocol shall be reviewed from time to time to determine if changes are
11 required;
12 viii) Applications that do not meet the criteria for circulation as outlined in the pre-
13 screening protocol do not need to be sent to the Authority for review. The Planning
14 Act, 1990 requires the Authority to notify in writing when Notice on approvals or
15 hearings is not required. Specifically, Authority notification is required pursuant to
16 Section 17(15)(c), O.R. 198/96 Subsection (8) 4; Section 34(12) O.R. 199/96,
17 Subsection (8) 5; Section 45 (5), O.R. 200/97, Subsection (9) 5; Section 51 (20),
18 O.R. 196/96, Subsection (8) 4; and Section 53 (5) (a) O.R. 197/96, Subsection (8)
19 4, of the Planning Act 1990. The Authority will only require notification on those
20 specific planning applications which are identified by the pre-screening protocol as
21 described in Section 2 a) viii) of this agreement;
22
23 ix) this Memorandum of Agreement may be amended by mutual agreement, in writing,
24 from time to time to reflect changes in the programs of parties to this Memorandum
25 of Agreement, or as a result of changes in provincial policies, or as a result of
26 subsequent discussions between the parties hereto;
27
28 x) any party to this Memorandum of Agreement may terminate the agreement at any
29 time, in writing to the other party to the agreement, with a minimum of 60 calendar
30 days notice; and
31
32 xi) this Memorandum of Agreement is valid from January 1, 1999 to March 31, 2001.
33
34
35 **b) The County commits to:**
36 i) circulate to the Authority those applications listed in Appendix A, Schedule 1 for
37 comment as per the items in Appendix A, Schedules 2 and 3 subject to the pre-
38 screening protocol as described in clause 2 a) viii);
39
40 ii) transfer appropriate policy statement, guidelines, manuals, maps, information, data
41 and criteria, listed in Appendix A, Schedule 4, from the County to the Authority, and
42 transfer said material to the Authority as it is received from the Province of Ontario,
43 or make arrangements to have said material transferred directly from the Province
44 to the Authority;
45
46 iii) retain consultants other than the Authority to provide the plan review and technical
47 clearance services identified in this Memorandum of Agreement, when in the
48 opinion of the County or the Authority, utilizing the Authority as specified in this
49 agreement could result in a conflict of interest for the Authority or where it is
50 otherwise agreed that it would be in the best interest of the planning process;

1 iv) Collect fees as prescribed in Appendix A, Schedule 5a), on behalf of the Authority.
2 These funds will be transferred to the Authority on a quarterly basis or be provided
3 directly to the Authority as they are collected; and

4
5 v) Support the Authority in collecting fees as prescribed in Appendix A, Schedule 5b).
6

7 **c) The Authority commits to:**

8 i) provide the County with those services listed in Appendix A, Schedule 2, including
9 those additional services formerly provided by the Province, within the annual
10 discretionary levy applied to the Authority programs supported by the County's local
11 municipalities, as supplemented by the review fee collected under 2 b) iv) and 2 b)
12 v) above.

13
14 ii) provide the County with those services listed in Appendix A, Schedule 3 on a fee for
15 service basis, mutually agreed upon by the parties to this agreement;

16
17 iii) provide its comments to the County within 14 calendar days of receipt of an
18 application from the County or request an extension with reasons for the following
19 types of applications: consents;

20
21 iv) provide its comments to the County within 30 calendar days of receipt of an
22 application from the County or request an extension with reasons, for the following
23 types of applications: plan of subdivision/condominium;

24
25 v) comment on whether the application complies with relevant sections of the
26 Provincial Policy Statement;

27
28 vi) participate in pre-consultation meetings for potential planning applications upon the
29 request of the County;

30
31 vii) consider all relevant guidelines in the plan review and technical clearance services
32 it provides the County;

33
34 viii) not disseminate or use any data, maps, information or other documents either
35 received directly from the Province or identified as "Provincial data" by the County,
36 except as otherwise licenced or agreed upon by the licencing party/owner of the
37 data;

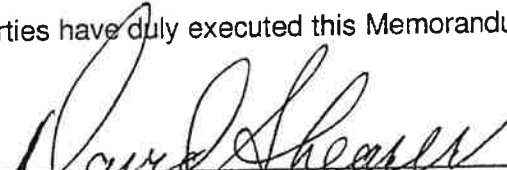
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39 ix) not disseminate or use any data, maps, information or other documents either
40 received directly from the County or identified as "County data" by the County,
41 except as otherwise licenced or agreed upon by the licencing party/owner of the
42 data; and

43
44 x) make provision for staff to attend Ontario Municipal Board Hearings, upon the
45 request of the County staff, with respect to plan review and technical clearance
46 services provided pursuant to this Memorandum of Agreement, at no extra cost the
47 County.
48
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1 **3. TIME FRAME FOR IMPLEMENTATION**

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3 a) This Memorandum of Agreement is effective from January 1, 1999 until March 31,
4 2001.

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7 The parties have duly executed this Memorandum of Agreement.

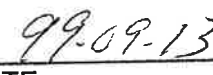
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12 COUNTY OF PERTH, David Shearer, Warden

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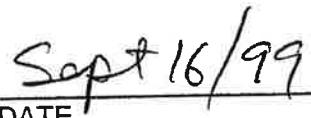
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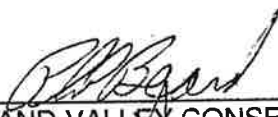
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28 AUSABLE BAYFIELD CONSERVATION AUTHORITY

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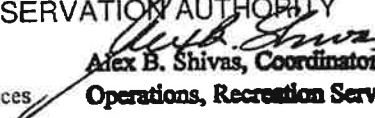
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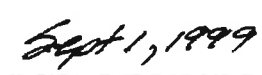
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43 MAITLAND VALLEY CONSERVATION AUTHORITY
44 Jeffrey J. Brick, Coordinator
45 Hydrology and Regulatory Services

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53 Alex B. Shivas, Coordinator
54 Operations, Recreation Services & Properties

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62 UPPER THAMES RIVER CONSERVATION AUTHORITY

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APPENDIX A

SCHEDULE 1

CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The County advises the Authority that under this agreement it will circulate the following types of development/planning applications to the Authority for comment as per the items in Appendix A, Schedules 2 and 3:
 - Subdivisions;
 - Condominiums;
 - Consents;
2. "Plan Review" as defined in Appendix A, Schedules 2 and 3, includes:
 - i) screening development applications to determine if and where a Provincial interest, under the terms of the Planning Act, may be affected;
 - ii) identifying the need for technical reports; and,
 - iii) recommending conditions of approval.
3. "Technical Clearance" as defined in Appendix A, Schedules 2 and 3, includes:
 - i) assessing technical reports submitted by the applicant to determine if the reports have been prepared in accordance with relevant guidelines and standards.
4. It is noted that the review of site specific official plan amendments, site specific zoning by-law amendments, minor variances and site plans will be covered under an agreement between the Conservation Authorities and the local municipalities.

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APPENDIX A

SCHEDULE 2

**SERVICES TO BE PROVIDED BY AUTHORITY TO COUNTY
AT NO EXTRA COST**

1. The Authority will provide the following to the County at no extra cost:
 - Input to, and review of, comprehensive official plan and zoning by-laws
 - Maintenance of mapping and data resources
 - Expert witness support to municipalities as needed
 - Review of municipally sponsored applications such as policy and technical amendments
 - General inquiries and technical support to municipalities
 - Development and maintenance of services and technology
 - Development of expertise
 - Policy development
 - Identify a need for:
 - Storm Water Management Facilities and Studies;
 - Subwatershed Studies;
 - Environmental impact studies related to natural heritage features;
 - Studies to assess mitigation measures for applications that may be impacted by flooding or erosion hazards: and
 - Assist in the development of the terms of reference for any studies identified above.
- Participate in preconsultation meetings for potential planning applications upon the request of the County.

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APPENDIX A

SCHEDULE 3

**SERVICES TO BE PROVIDED BY AUTHORITY TO COUNTY
ON A FEE FOR SERVICE BASIS (fee to be recovered from applicants)**

1. The Authority will undertake detailed review and provide Technical Clearance and recommendations, where appropriate, for the following :
 - Site layout
 - Impact studies and proposed mitigation measures related to any natural heritage features such as:
 - Significant Wetlands;
 - Significant Wildlife Habitat;
 - Habitats of Threatened and Endangered Species;
 - Fish Habitat;
 - Significant Areas of Natural and Scientific Interest;
 - Significant Woodlands;
 - Significant Valleylands;
 - Groundwater Recharge/Discharge Areas, Aquifers and Headwaters
 - Subwatershed Studies/Master Drainage Plans/Tributary Studies
 - Stormwater Management Studies and proposed facilities
 - Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards
2. The Authority will undertake plan review and make recommendations where appropriate for the following:
 - Subdivisions;
 - Condominiums;
 - Consents;
3. The fees for the above noted reviews will be recovered from the applicant/proponent and are outlined in Appendix A, Schedule 5a) and 5b). It is noted that the review of site specific official plan amendments, site specific zoning by-law amendments, minor variances and site plans will be covered under an agreement between the Conservation Authorities and the local municipalities.

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APPENDIX A

SCHEDULE 4

Transfer of Provincial Data

1. All data that is provided to the County by the Province that may be needed by the Authority to fulfil the commitments that are outlined in this Memorandum of Agreement is to be made available to the Authority.
2. Copies of Provincial data will be transferred to the Authority by the County as it is received from the Province. Examples of Provincial data that may be provided by the Province to the County are as follows:
 - a) Ministry of Environment and Energy
 - water quality data
 - water well records
 - abandoned landfills
 - b) Ministry of Natural Resources
 - Life Science ANSI Reports
 - Earth Science ANSI Reports
 - woodlot mapping
 - significant wildlife habitat data
 - rare, threatened and endangered species data
 - wetland mapping and data
 - stream classification maps and other fisheries data
 - significant valleylands maps and data
 - aggregate resources and licenced areas mapping and data
 - c) Ministry of Municipal Affairs and Housing
 - Provincial Policy Statement
 - guidelines for implementation of the Provincial Policy Statement
 - technical manuals to guide implementation of the Provincial Policy Statement
 - d) Ministry of Agriculture, Food and Rural Affairs
 - soils mapping and data
 - Canada Land Inventory maps and data
3. The Authority should be added to any licence agreement with the Province governing the use of this data.
4. A copy of the current Official Plan should also be provided to the Authority

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APPENDIX A

SCHEDULE 5a)

APPLICATION REVIEW FEE

The application review fee is paid by the applicant and collected by the County on behalf of the Authority.

Consent (Severance)	\$100.00 per application or \$100.00 per new lot created (when more than one new lot is created)
Draft Plan of Subdivision/ Draft Plan of Condominium	\$50.00 per lot or block to a maximum of \$1500.00 ** see note 6 below **
County Official Plan Amendment	\$100.00 per application
Clearance of conditions for applications approved prior to this agreement or applications which are filed but not yet draft approved	50 % of the fee per application or lot or unit to a maximum of \$750.00

Notes and definitions:

1. The application review fee is paid for only those all applications which are forwarded to the Authority for review as per the pre-screening protocol (see Clause 2a)vii of this agreement)
2. The Authority reserves the right to waive the application fee or reduce the fee on a case by case basis
3. Fees for multiple applications made for the same parcel within one year will be discounted as follows:

First Application -	full fee per lot/application
Additional Applications -	50 % of full fee per application/lot
4. The fees in this Schedule will be assessed on a regular basis to ensure that the revenue generated is comparable to the operating costs to provide this service. Revisions to this Schedule may be implemented through Clause 2a)ix of this Agreement.
5. It is noted that the review of site specific official plan amendments, site specific zoning by-law amendments, minor variances and site plans will be covered under an agreement between the Conservation Authorities and the local municipalities.
6. Fees for Draft Plan of Condominium Applications will not be required for those proposals which are limited to conversion of existing buildings and no new construction is involved.

APPENDIX A - SCHEDULE 5b)

TECHNICAL CLEARANCE FEES

The fee for the technical clearance is to be paid by the proponent directly to the Authority.

Technical Clearance	Fee
1. Site layout ie. showing location of building envelopes, septic system, wetlands, flood plain, slopes etc.	\$200.00
2. Scoped Site Environmental Impact Studies for proposed mitigation measures related to any natural heritage features (refer to Appendix A, Schedule 3)	\$200.00
3. Full Site Environmental Impact Studies for proposed mitigation measures related to any natural heritage features (refer to Appendix A, Schedule 3)	\$500.00
4. Subwatershed Study/Master Drainage Plan or Tributary Study	\$200.00
5. Stormwater management studies and proposed facilities. This fee includes review of all Phases of SWM plans from preliminary or conceptual to final engineering design (Quality, Quantity and Sediment and Erosion Control).	\$500.00
6. Scoped Site Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (riverine flooding, riverine slope stability, general slope stability)	\$200.00
7. Full Site Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (riverine flooding, riverine slope stability, general slope stability)	\$500.00
8. Any combination of two of the above	Sum of the two less \$100.00
9. Any combination of three of the above	Sum of the three less \$200.00
10. Any combination of four or more of the above	Sum of the four or more less \$300.00

Notes and definitions:

1. For the purpose of this fee schedule, **Scoped Site** studies are generally recommended in situations where the nature of the natural feature or hazard is well documented, similar development has been previously proposed, modelled and analysed, impacts are not expected due to the location or nature of a proposed development, and mitigation options have been developed.
2. For the purpose of this fee schedule, **Full Site** studies are generally recommended in situations which are more complex, where information is lacking, or where the risk or significance of the impact is high.
3. It is anticipated that the determination of the type of studies required will be made by the County, following consultation with the Conservation Authority.
4. Where a Fill, Construction or Alteration to Waterways permit approval is required in addition to the planning approval, the fee for the Conservation Authority permit may be discounted.
5. The fees in this Schedule will be assessed on a regular basis to ensure that the revenue generated is comparable to the operating costs to provide this service. Revisions to this Schedule may be implemented through Clause 2a)ix of this Agreement.

APPENDIX B

**County of Perth : Planning Advisory Services
Application Screening Protocol Check List**

1
2 **1. Subdivision and Official Plan Applications**

3 Because of the potential for large scale impacts on the natural environment, all plans of
4 subdivision should be circulated to the applicable Conservation Authority for review and
5 comment. Sediment and erosion control and stormwater management quality control will be
6 required for most plans of subdivision. Stormwater quantity control needs will be determined
7 based on the availability of a master drainage plan or the physical characteristics of the receiving
8 watercourse. All official plan amendment applications should also be forwarded for
9 Conservation Authority review.

10
11
12
13 **2. Other Planning Act Applications**

14 For other site specific development proposals, a screening process has been developed with the
15 objective of minimizing the number of applications that need to be forwarded to the Conservation
16 Authority for review. Application review fees (outlined in Appendix A, Schedule 5a of the
17 MOA) are required only for those applications that are identified for circulation to the
18 Conservation Authority.

19
20 The pre-screening protocol will make use of a series of Township scale maps which will be
21 generated from the Perth County GIS Database. Copies of these maps are attached hereto and
22 shall form part of Appendix B. The pre-screening maps show the features and areas indicated
23 in Table 1. Adjacent lands or setbacks are also shown on the pre-screening maps. The width of
24 the adjacent land or setback that will be shown is indicated in Table 1 and these distances are in
25 accordance with the approved County Official Plan and have been developed with consideration
26 for provincial recommendations.

27
28 It is anticipated that all applications where the subject property is within the feature or area or
29 within the identified adjacent land, will be circulated for Conservation Authority review as per
30 the terms and conditions of the Memorandum of Agreement. In those cases where an application
31 involves building or development activity that is outside of the feature or adjacent lands area as
32 shown on the pre-screening maps or where no building activity or development is proposed, the
33 application will be forwarded to the Conservation Authority for information purposes and no fee
34 shall be collected or charged for such application (e.g. the severance of a 200 acre farm property
35 into two 100 acre farm parcels where there is no building or development activity in, or near, the
36 feature area; the severance of land for lot enlargement purposes). The Applicant should be
37 advised that the Conservation Authority will review the application and if any significant issues
38 need to be identified, the Applicant may be requested to pay the fee.

APPENDIX B

**County of Perth : Planning Advisory Services
Application Screening Protocol Check List**

1 The decision to circulate an application for Conservation Authority review is to be made by the
2 municipality that receives the application. The municipality may consult the Conservation
3 Authority on this issue.

4
5 It is noted that the Provincial Policy Statement defines "development" to include lot creation.
6 It is therefore recommended that any severance application that extends into a feature, area or
7 adjacent land identified on the pre-screening map, be forwarded to the Conservation Authority
8 for review.
9
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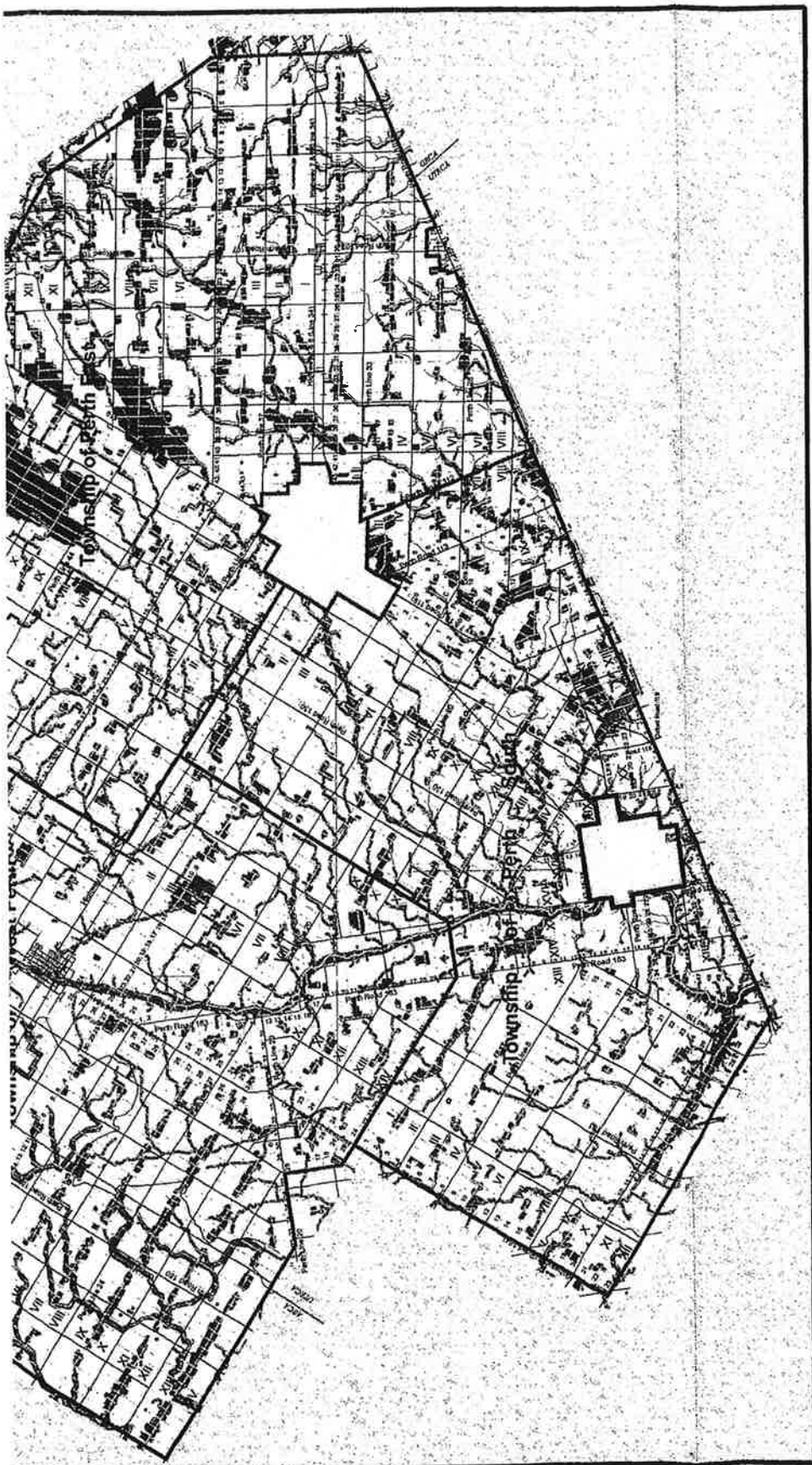
APPENDIX B

**County of Perth : Planning Advisory Services
Application Screening Protocol Check List**

1 Table 1: Pre-Screening Protocol
2

FEATURE OR AREA	RECOMMENDED ADJACENT LAND OR SETBACK
4 Natural Heritage Features 5 - fish habitat 6 7 8 - significant wildlife habitat 9 10 - significant valley lands 11 12 - significant wetlands (Class 1 - 3) 13 14 - Life Science ANSI's 15 16 - endangered or threatened species habitat 17 18 - significant woodlands and agreement 19 forests 20 21 - environmentally sensitive area	- subject property within 30 m of the top of bank of watercourse or flood plain - subject property within 30 m of feature - subject property within 50 m feature - subject property within 120 m of feature - subject property within 30 m of feature - subject property within 50 m of habitat - subject property within feature - subject property within feature
22 Natural Resource Area 23 - ground water recharge/ discharge areas	- subject property within feature
24 Natural Hazard Area 25 - fill line 26 27 - flood plain 28 29 - wetlands/headwaters/aquifers 30 31 - erosion prone lands and unstable slopes 32 33 - any watercourse	- subject property within area * - subject property within area - subject property within 50 m of feature - subject property within feature - subject property within 30 metres the bank of the watercourse

34 * Note: For the purposes of the County of Perth Memorandum of Agreement and Pre-
 35 Screening Protocol, a standard setback of 30 metres from open municipal drains has
 36 been used. Actual Conservation Authority Fill Lines may exceed this.




 Areas Subject to Conservation Authority Review



APPENDIX B

County of Perth:
 Planning Advisory Services
 Application Screening
 Protocol Map

MOA - County of Perth
 Jan. 1 1999 - March 31, 2001

Page 15 of 15

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Ausable Bayfield Conservation Authority
 RR # 3
 Exeter, Ontario
 NOM 1S5



Grand River Conservation Authority
 400 Clyde Road, P.O. Box 729
 Cambridge, Ontario
 N1R 5W6



Maitland Valley Conservation Authority
 P.O. Box 127, 93 Maitella Street
 Wroxeter, Ontario
 N0G 2X0

UPPER THAMES RIVER CONSERVATION AUTHORITY

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 the Ontario Ministry of Natural Resources.
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1424 Clarke Rd.,
 London, Ontario
 N5V 5B9

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 Fax: (519) 451-1188