

**Township of Southgate
Administration Office**

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July 10, 2017

Grand River Conservation Authority
400 Clyde Road
PO Box 729
Cambridge, Ontario N1R 5W6

To whom it may concern:

Please see the enclosed certified copy of the Township of Southgate By-law 2017-069 being a by-law for a Memorandum of Understanding for Plan Review Services between the Grand River Conservation Authority and the Township of Southgate for your records.

If you require anything further please contact this office.

Regards,

A handwritten signature in cursive script that reads "Joanne Hyde".

Joanne Hyde, Clerk
Township of Southgate

Encl.



THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2017-069

being a by-law for a Memorandum of Understanding for Plan Review Services between the Grand River Conservation Authority and the Township of Southgate

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas the parties hereto are desirous of entering into a Memorandum of Understanding for Plan Review Services between the Grand River Conservation Authority and the Township of Southgate;

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Memorandum of Understanding for Plan Review Services between the Grand River Conservation Authority and the Township of Southgate attached hereto as Schedule "A" to this by-law, for the above mentioned service, is hereby ratified and confirmed;
2. **That** the Mayor and Clerk are authorized and directed to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

READ A FIRST AND SECOND TIME THIS 21st DAY OF JUNE, 2017.



Anna-Marie Fosbrooke, Mayor



Joanne Hyde, Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 21st DAY OF JUNE, 2017.



Anna-Marie Fosbrooke, Mayor



Joanne Hyde, Clerk

CERTIFIED TO BE A TRUE & CORRECT COPY



Clerk-
Township of Southgate.

Memorandum of Agreement dated 21st day of June, 2017

**MEMORANDUM OF UNDERSTANDING FOR PLAN REVIEW SERVICES
BETWEEN**

THE TOWNSHIP OF SOUTHGATE
(Herein referred to as the "Township")

and

THE GRAND RIVER CONSERVATION AUTHORITY,
(Herein referred to as the "GRCA")

Preamble

In 1996 municipalities were delegated Municipal Plan Review responsibility by the Province of Ontario. 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 intended to provide a framework for coordinated, efficient review of Planning Act applications by rationalizing the review functions for applications being considered by the Township of Southgate.

1. Purpose

The purpose of this Partnership Memorandum is to assist the County and the Township in making planning decisions on planning documents and site-specific planning applications as they relate to the features identified through the attached Schedules.

2. Goals

The goals of the partnership between the Township and GRCA are:

- to effectively address issues of provincial interest in the decision-making process on planning applications and planning documents for which the Township prepares, is the approval authority, or otherwise comments on;
- to provide advice to ensure the implementation of County and Township Official Plan policies;
- to share information which would assist and expedite decision-making;
- to ensure that each step of the process implementing the Plan Review function is complementary and does not provide duplication, and adds value to the decision-making process;

- to provide comments on Natural Hazards and select Natural Heritage Features identified in this agreement;
- to provide consideration of Conservation Authority Act regulation implications to the Planning Act review process.

3. Roles and Responsibilities

- a) The Township and the Conservation Authority mutually agree that:
- The Conservation Authority has the expertise to provide the plan review and technical clearance services to the Township identified in this Memorandum of Understanding and that the County and Township are relying on said expertise. The parties acknowledge that the Township and County remain the approval authorities for those planning applications for which the County and Township are so designated by statute and which authority has not been otherwise delegated by the County or Township;
 - Nothing in this Memorandum of Understanding precludes the Conservation Authority from commenting to the Township from a Conservation Authority perspective, as it normally would on an application circulated by the Township under the Planning Act;
 - Application types listed in Schedule 1 will still be circulated to the Conservation Authority for comment from the Conservation Authority perspective except as noted in Schedule 3;
 - A protocol has been developed, included as Schedule 3, whereby the Township will prescreen applications in order to further streamline the process;
 - 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;
 - All parties agree to periodically review this Memorandum of Understanding at 5 year intervals; and
 - 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 and/or Township commits to:
- 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 Township 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 Grand River Conservation Authority to provide the plan review and technical clearance services identified in this Memorandum of Understanding, when in the opinion of the Township 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;
 - iv. Notify the applicant of the required Conservation Authority fee and attach payment to circulated applications when available; and
 - v. The Township agrees to circulate decisions which have Conditions of Approval that reference the GRCA.
- c) The Conservation Authorities commits to:
- i. Provide the Township with those services listed in Schedule 2 at no cost to the Township on a fee for service basis by the applicant. Conservation Authorities may set charges for recouping review costs that would be the responsibility of the applicant. The County and Township agrees to advise applicants of the applicable fee schedule for all applications.
 - ii. Provide its comments to the Township on receipt of an application from the Township or request an extension with reasons, for applications identified on Schedule 1 and within the specified Township review timeframe, unless an alternative timeframe is agreed upon;
 - iii. Comment on whether the application complies with the Provincial Policy Statement, the County of Grey Official and the Township Official Plan in the plan review services it provides the Township (as identified in Schedule 2);

- iv. Participate in pre-consultation meetings for potential planning applications upon the request of the Township;
- v. Consider all relevant guidelines in the plan review and technical clearance services it provides the Township;
- 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. Where planning matters have been appealed to the Ontario Municipal Board (OMB), or Environmental Tribunal, the GRCA will act as a witness for the Township on those matters the GRCA has provided technical or advisory comments to the Township. While representing the Township interests, the Township will provide legal representation for Conservation Authorities at the cost of the Township. If the Township decides not to defend their interests at an OMB hearing and the Conservation Authority is subpoenaed or asked to appear before the board as a witness, legal representation would be at the expense of the applicant or the GRCA. Notwithstanding this clause, Conservation Authorities may independently appeal a planning decision to the Ontario Municipal Board and may participate in hearings to address their responsibilities, interests and mandates outside of this agreement. Where Conservation Authorities are not representing Township interests, independent legal counsel would be the responsibility of the Conservation Authority.

4. General Conditions

- a) Notwithstanding the specific details listed under Schedule 1, this agreement may be updated and revised from time to time subject to changes in legislation and or policy.
- b) Notwithstanding the items listed under Schedule 1, changes in the "Lead" review agency may occur based on updated information, comprehensive studies, or legislative updates (subwatershed plans,

secondary plans, community plans, Significant River Valley delineation, Significant Habitat delineation, etc.).

- c) The Township and GRCA may seek additional technical expertise from third parties as required (e.g. peer review of an Environmental Impact Study, Hydrogeological Report, Fluvial Geomorphology Study, etc.), the cost of which would not be at the expense of the County and/or Township, and would be passed on to the applicant.
- d) Each Party will use its best efforts to take all actions and to do all things necessary, proper, or advisable to accomplish, make effective, and comply with all of the terms of this Agreement.

5. Time Frame for Implementation

This Memorandum of Agreement will take effect on July 1st, 2017.

The parties have duly executed this Memorandum of Agreement under the hands of their authorized Officers.

The Corporation of the Township of Southgate



Anna-Marie Fosbrooke - Mayor



Joanne Hyde - Clerk

Grand River Conservation Authority



Joe Farwell - CAO

Schedule 1

Circulation Status by Application Type and Definitions

County Responsibilities:

1. 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. Subdivisions;
 - ii. Condominiums;

Township Responsibilities:

1. The Township 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 Plans;
 - iii. Official Plan Amendments;
 - iv. Comprehensive Zoning By-Laws;
 - v. Zoning By-law Amendments;
 - vi. Minor Variances; and
 - vii. Site Plans when deemed necessary by the County or the Township.

Schedule 2

Review Function Responsibilities

	Review Agencies			
	County/Local Municipality		Conservation Authority	
Features/Functions	Plan Review (Note 1)	Technical Review (Note 2)	Plan Review (Note 1)	Technical Review (Note 2)
Significant Wildlife Habitat (Note 3)	X (Lead)	X	X	
Threatened/Endangered Species (Note 3)	X (Lead)	X	X	
ANSI (Note 3)	X (Lead)	X	X	
Significant Woodlands	X (Lead)	X (Lead)	X	X
Significant Valleylands	X(Lead)	X(Lead)	X	✘
Natural Heritage Systems (non-Greenbelt Plan)	X(Lead)	X(Lead)	X	X
Water (Note 4)(as it relates to Infrastructure)	X(Lead)	X(Lead)		
Water (Note 4)(as it relates to Natural features)			X(Lead)	X(Lead)
Wetlands	X		X (Lead)	X(Lead)
Fish Habitat (Note 5)	X		X (Lead)	✘
Flood Hazards			X (Lead)	X(Lead)
Erosion Hazards			X (Lead)	X(Lead)
Sub-watershed Studies	X	X	X (Lead)	X(Lead)
Stormwater Management (Note 6)(as it relates to Natural Heritage and Natural Hazards)	X		X(Lead)	X(Lead)
Stormwater Management (Note 6)(as it relates to operations, ascetics and outlet)	X(Lead)	X(Lead)	X	
Hazardous Sites (Note 7)			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

Notes:

- 1.** "Plan Review" – includes screening applications to determine potential impacts, the need for technical reports and mitigation measures, assist in development of terms of reference, and specifying conditions of approval.
- 2.** "Technical Review" – includes assessing technical reports submitted by the proponents' consultants in terms of applicable guidelines and standards.
- 3.** The Ministry of Natural Resources 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 and the Township has a responsibility for the protection of these areas under the Provincial Policy Statement.
- 4.** Review of Water Policies as they relate to Section 2.2 of Provincial Policy Statement and County of Grey Official Plan shall be addressed by the party responsible for ensuring the long term management and efficient and sustainable use of water as it relates to the resource features and ecological system or management objectives and infrastructure needs of users.
- 5.** 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 or Department of Fisheries and Oceans.
- 6.** Stormwater Management is a shared responsibility with the County and the Township being 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.
- 7.** 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 for the Grand River Conservation Watershed

Process:

When a landowner discusses or submits a Planning Act application, municipal staff will review Official Plan Schedules and Ontario Regulation 150/06 (GRCA), 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. 2236.

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", Township staff will circulate the application to the applicable Conservation Authority for review.

Grey County & Township of Southgate Official Plan

1. Are there lands on the property that are identified in the Official Plan as "Hazard Lands", "Significant Wetlands", "ANSI", "Deer Wintering Yards", "Intake Protection Zone", "Special Policy Area", "Well Head Protection Areas" "Lakes" or there "Adjacent Lands".
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
3. Is the property located within the Regulated Area shown on the mapping for GRCA Regulation 150/06?
Yes No

Note:

- If the application is not located in or adjacent to these features there is no need to be circulated.
- 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.
- Minor variances not related to natural hazard/natural heritage features do not need to be circulated.