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MEMORANDUM OF AGREEMENT
BETWEEN
THE MUNICIPALITY OF NORTH PERTH
AND
MAITLAND VALLEY CONSERVATION AUTHORITY

2014-05-30

Copy

THIS MEMORANDUM OF AGREEMENT made as of the ____ day of May, 2007

BETWEEN

The Municipality of North Perth
(herein referred to as the "Municipality")

AND

Maitland Valley Conservation Authority
(herein referred to as the "the Authority")

WHEREAS the parties wish to enter into an agreement to set out their respective roles and responsibilities with respect the review and technical clearance of applications submitted under the *Planning Act* R.S.O. 1990 C.P.13, as amended;

NOW THEREFORE for in consideration of the premises set out herein and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE

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

2. ROLES AND RESPONSIBILITIES

- a) **The Municipality and the Authority mutually agree that:**
 - i) this Memorandum of Agreement applies to the Authority and the area under its jurisdiction, which is located in the Municipality of North Perth;
 - ii) the Authority has the expertise to provide the plan review and technical clearance series to the Municipality identified in this Memorandum of Agreement and that the Municipality is relying on said expertise. The parties acknowledge that the Municipality remains the approval authority for those planning applications for which the Municipality is so designated by statute and which authority has not been otherwise delegated by the Municipality;
 - iii) nothing in this Memorandum of Agreement precludes the Authority from commenting to the Municipality from a Conservation Authority perspective, as it normally would on an application circulated by the Municipality under the *Planning Act*.
 - iv) Those application types not listed in Appendix A, Schedule 1 will still be circulated to the Authority for comment on these application types from the Conservation Authority perspective.

- v) a protocol will be mutually developed to coordinate and enhance information/data sharing opportunities and responsibilities;
- vi) they will mutually develop a schedule of fees and methods of payment for those services listed in Appendix A, Schedule 3.
- vii) a pre-screening protocol will be used to assist in determining which applications need to be circulated to the Authority for review and comment. Through the implementation of this protocol, only those applications requiring Authority review will be identified for circulation and this will further streamline the process. The prescreening protocol is attached to this agreement as Appendix B. the pre-screening protocol shall be reviewed from time to time to determine if changes are required.
- viii) Applications that do not meet the criteria for circulation as outlined in the pre-screening protocol do not need to be sent to the Authority for review. As of the date of this Agreement, the *Planning Act* requires the Authority to notify the clerk of the Municipality in writing when Notice on approvals or hearings is not required. Specifically, unless such written notice is provided the authority must be notified, pursuant to *Planning Act* Section 17(7) (Ont. Reg. 543/06, s. 3 (9)), Section 34 (13) (Ont. Reg. 545/06, s. 5 (9)), Section 45(5) (Ont. Reg. 200/96, s. 3(9)), Section 51 (20) (Ont. Reg. 544/06, s. 4(8)), and Section 53 (5) (Ont. Reg. 197/96, s. 3(9)). This Agreement hereby constitutes notification from the Authority that, except as set out in the pre-screening protocol appended as Appendix B to this Agreement, the Authority does not wish to receive notice of application under the *Planning Act* pursuant to the above provisions, as may be amended from time to time.
- ix) This memorandum of Agreement may be amended by mutual agreement, in writing, from time to time to reflect changes in the programs of parties to this Memorandum of Agreement, or as a result of changes in provincial policies, or as a result of subsequent discussions between the parties hereto;
- x) Any party to this Memorandum of Agreement may terminate the agreement at any time by providing not less than sixty (60) calendar days' notice in writing to the other party to the agreement.

b) The Municipality commits to:

- i) circulate to the Authority those applications listed in Appendix A, Schedule 1 for comment as per the items in Appendix A, Schedules 2 and 3, subject to the prescreening protocol as described in clause 2 a) vii;
- ii) retain consultants other than the Authority to provide the plan review and technical clearance services identified in this Memorandum of Agreement, when in the opinion of the Municipality or the Authority, utilizing the Authority as specified in this agreement could result in a conflict of interest for the Authority or where it is otherwise agreed that it would be in

the best interest for the Authority or where it is otherwise agreed that it would be in the best interest of the planning process;

- iii) Collect fees as prescribed in Appendix A, Schedule 5a), on behalf of the Authority. These funds will be collected by the Municipality upon receipt of an Application and provided directly to the Authority with the 'Notice of Application', and;
- iv) Support the Authority in collecting fees as prescribed in Appendix A, Schedule 5 b).

c) **The Authority commits to:**

- i) provide the Municipality with those services listed in Appendix A, Schedule 2 at no extra cost to the Municipality, within the annual discretionary levy applied to the Authority programs supported by the Authority's member municipalities as supplemented by the review fee collected under 2 b) iv) and 2 b) v) above.
- ii) provide the Municipality with those services listed in Appendix A, Schedule 3 on a fee for service basis, mutually agreed upon by the parties to this agreement.
- iii) provided its comments to the Municipality within 30 calendar days of receipt of an application from the Municipality or request an extension with reasons, for following types of applications; plans of subdivision/condominium, zoning bylaw amendments, minor variances, official plan amendment;
- iv) comment on whether applications comply with relevant sections of the Provincial Policy Statement;
- v) participate in pre-consultation meetings in the plan review and technical clearance services it provides the Municipality;
- vi) consider all relevant guidelines in the plan review and technical clearance services it provides the Municipality;
- vii) not disseminate or use any data, maps, information or other documents either received directly from the Province or identified as "Provincial data" by the Municipality, except as otherwise licensed or agreed upon by the licensing party/owner of the data;
- viii) not disseminate or use any data, maps, information or other documents either received directly from the Municipality or identified as "Municipal data" by the Municipality, except as otherwise licensed or agreed upon by the licensing party/owner of the data; and,
- ix) make provision for staff to attend Ontario Municipal Board Hearings, upon request of the Municipality staff, with respect to plan review and technical clearance services provided pursuant to this Memorandum of Agreement, at no extra cost to the Municipality.

3. IDEMNIFICATION

The parties shall indemnify and save each other harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which either party, their employees, officers or agents may suffer as a result of the existence or performance of this Agreement, except to the extent that such claims, actions, losses, expenses, costs or damages arise from the negligence or willful misconduct of the party that would otherwise be indemnified. The Municipality shall not be liable for any unpaid fees or for dishonoured cheques that it receives from applicants/proponents.

4. INSURANCE

Both parties shall maintain at all times Comprehensive General Liability in an amount not less than \$2 000 000 for general liability, and upon request shall provide the other party with proof of such coverage.

5. APPLICATION

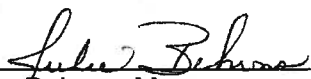
The parties acknowledge and agree that this Agreement relates only to matters dealt with under the *Planning Act* and does not alter, limit or otherwise affect the Authority's role as a "source protection authority" pursuant to the provisions of the *Clean Water Act, R.S.O. 2006, C.22*, as amended.

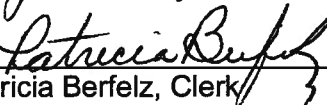
6. TIME FRAME FOR IMPLEMENTATION

a) This Memorandum of Agreement shall remain in full force and effect until terminated by either party pursuant to paragraph 2(a)(x) above.

IN WITNESS WHEREOF the parties have duly executed the Memorandum of Agreement.

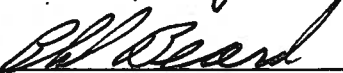
THE MUNICIPALITY OF NORTH PERTH

Per: 
Julie Behrns, Mayor

Per: 
Patricia Berfelz, Clerk

**MAITLAND VALLEY CONSERVATION
AUTHORITY**

Per: 
Deb Shewfelt, Chair

Per: 
Phil Beard, General Manager /
Secretary Treasurer

APPENDIX A

SCHEDULE 1

CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The Municipality 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, zoning by-law amendments, minor variances and stormwater management plans involving properties that do or will outlet stormwater directly into the Maitland River or its tributaries.

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.

APPENDIX A

SCHEDULE 2

SERVICES TO BE PROVIDED BY THE AUTHORITY TO MUNICIPALITY AT NO EXTRA COST

1. The Authority will provide the following to the Municipality at not extra cost;
 - Input into, and review of comprehensive official plan and zoning by-law as determined by the Municipality
 - Expert witness support to the Municipality as required by the Municipality
 - Review of municipally sponsored applications such as policy and technical amendments.
 - General inquiries and technical support to the Municipality.
 - Development and maintenance of services and technology.
 - Development of expertise.
 - Policy development.
 - Identify a need for:
 - Subwatershed Studies;
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 pre-consultation meetings for potential planning applications upon the request of the Municipality.

APPENDIX A

SCHEDULE 3

SERVICES TO BE PROVIDED BY AUTHORITY TO THE MUNICIPALITY ON A FEE FOR SERVICE BASIS

- i) The Authority will undertake detailed review and provide Technical Clearance and recommendations, where appropriate, for the following:
 - Site layout
 - Subwatershed Studies/Mater 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.
 - Groundwater Features (i.e. Vulnerable Aquifers and Significant Recharge Areas.)

- ii) The Authority will undertake plan review and make recommendations having regard for Section 3.1 of the Provincial Policy Statement where appropriate for the following;

Subdivision; zoning by-law amendments, site plans, minor variances, stormwater management plans, Condominiums;

- iii) The fees for the above-noted reviews will be recovered from the applicant/proponent and are outlined in Appendix A, Schedule 5 a) and 5b).

APPENDIX A

SCHEDULE 4

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APPENDIX A
SCHEDULE 5a)

PLANNING APPLICATION	REVIEW FEE
Official Plan Amendment	\$200.00
Zoning By-Law Amendment	\$200.00
Consent (Severance)	\$200.00 per new lot created
Minor Variance	\$150.00
Draft Plan of Subdivision /	\$50.00 per lot or residential unit Minimum \$500.00 / Max \$7500.00
Draft Plan of Condominium	\$50.00 per lot or residential unit Minimum \$500.00 / Maximum \$7500.00
Site Plan Application / New Trailer Park or Mobile Home Site Plan Review	\$50.00 per lot or residential unit Minimum \$500.00 / Maximum \$7500.00

Notes:

1. The application review fees are charged only for those applications circulated to the Authority as per the pre-screening protocol appended as Appendix B to this Agreement.
2. No charges will be applied for municipality sponsored applications.
3. The Authority reserves the right to waive the application fee or reduce the fee on a case by case basis.
5. The fees in Appendix A – Schedule 5a) and b) may be amended without a comprehensive review of this Planning Agreement. The fees in Schedules 5a) and b) will be assessed by the parties 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.
6. Application review fees for Draft Plan of Subdivisions, Draft Plan of Condominiums and Site Plan Applications or Trailer/Mobile Home Site Plan Review include review of the application, technical studies, technical clearances, site inspections/assessments and meetings. Additional fees will be applied for ongoing dialog/meetings for complex and time-consuming applications. These additional fees will be based on the Authority's peer reviewer invoicing.
7. Fees for multiple applications made for the same parcel within one year will be discounted as follows:

First Application:	Full fee as noted above.
Additional Applications:	50% of full fee per application/lot

APPENDIX A

SCHEDULE 5b)

TECHNICAL CLEARANCE	FEE
Site Plans / Layouts	\$200.00
Subwatershed Study/Master Drainage Plan or Tributary Study	\$500.00
Stormwater management studies and proposed facilities. The fee includes review of all phases of SWM plans from preliminary or conceptual to final engineering design (Quality, Quantity and Sediment and Erosion Control) *only those SWM plans which outlet into natural watercourses	\$500.00
Lot Grading and Drainage Plans	\$275.00
Scoped Site Impact Studies and Proposed Mitigation: Natural Hazards & Natural Resource: <ul style="list-style-type: none">➤ Generally recommended in situations where the nature of the hazard/resource is well documented, similar development has been previously proposed, modeled and analyzed, impacts are not expected due to the location or natural of a proposed development, and mitigation options have been developed.➤ Can include (but not limited to) geotechnical, hydrogeological, hydrologic or hydraulic assessments.	\$500.00
Full Site Impact Studies and Proposed Mitigation: Natural Hazards & Natural Resource <ul style="list-style-type: none">➤ Recommended in situations which are complex, where information is lacking, or where the risk or significance of the impact is high.➤ Can include (but not limited to) geotechnical, hydrogeological or hydrologic assessments.	\$1250.00

Notes:

1. It is anticipated that the determination of the type of studies will be made by the Municipality, following consultation with the Conservation Authority.
2. Where a Development, Interference with a Wetland, or Alteration to a Shoreline or Watercourse permission is required by the Authority in addition to the planning approval, the fee for the Conservation Authority permit may be discounted.
3. The fees in Appendix A – Schedule 5b) may be amended without a comprehensive review of this Planning Agreement. The fees in Schedules 5a) and b) will be assessed by the parties 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

PRESCREENING PROTOCOL

(Schedule may be implemented through Clause 2a)ix of this agreement)

The parties shall adhere to the following pre-screening protocol:

1. Subdivision and Official Plan Applications

Because of the potential for large scale impacts on the natural environment, all plans of subdivision shall be circulated to the applicable Conservation Authority for review and comment. Sediment and erosion control and stormwater management quality control will be required for most plans of subdivision. The Municipality will coordinate the review of storm water management plans. The authority will only be circulated on stormwater management plans if the subdivision will outlet stormwater directly to a natural watercourse. All official plan amendment applications shall be forwarded for Conservation Authority review.

2. Other Planning Act Applications

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

The pre-screening protocol will make use of a series of Municipality scale maps. The pre-screening maps show the features and areas indicated in Table 1. Adjacent lands or setbacks are also shown on the prescreening maps. The width of the adjacent land or setback that will be shown is indicated in Table 1 and these distances are in accordance with the approved County Official Plan and have been developed with consideration for provincial recommendations.

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

The decision to circulate an application for Conservation Authority review is to be made by the Municipality. The Municipality may consult the Conservation Authority on this issue.

It is noted that the Provincial Policy Statement defines "development" to include lot creation. Therefore it is recommended that any severance application that extends into a feature, area or adjacent land identified on the pre-screening map be forwarded to the Conservation Authority for review.

APPENDIX B

TABLE 1

Planning applications listed on the MVCA / Huron County MoU shall be submitted by the County to the Authority based on the following pre-screening protocol.

FEATURE OR AREA	ADJACENT LANDS
Natural Resource Area	
Groundwater Features (i.e. Vulnerable Aquifers and Significant Recharge Areas)	Subject property within feature.
Natural Hazard Areas / MVCA Regulated Lands	
Erosion Hazard Areas: <ul style="list-style-type: none">• River Valleys/Ravines and Unstable Slopes• Erosion Prone Lands	Subject property within feature.
Floodplain	Subject property within and 30 metres adjacent to the feature.
Watercourses	Subject property within and 50 metres from top of bank of the feature.
Wetlands	Subject property within and 50 metres adjacent to feature.
Provincially Significant Wetlands	Subject property within and 120 metres adjacent to feature.
Hazardous Sites: <ul style="list-style-type: none">• Unstable soils• Organic Soils	Subject property within feature.

THE MUNICIPALITY OF NORTH PERTH

BY-LAW NO. 96-2014

**BEING A BY-LAW TO AUTHORIZE THE SIGNING
OF AN AGREEMENT WITH
THE MAITLAND VALLEY CONSERVATION AUTHORITY**

WHEREAS it is considered necessary and desirable to enter into an agreement with the Maitland Valley Conservation Authority to set out the respective roles and responsibilities with respect to the review and technical clearance of application submitted under the Planning Act R.S.O. 1990.

NOW THEREFORE the Council of the Municipality of North Perth enacts as follows:

1. The designated officials are hereby authorized to sign an agreement on behalf of the Corporation with the Maitland Valley Conservation Authority.
2. A copy of the said agreement is attached hereto and designated as Schedule A to this By-law.
3. This By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME this 7th day of July, 2014.

READ A THIRD TIME AND FINALLY PASSED this 7th day of July, 2014.


MAYOR Julie Behrs


CLERK Patricia Berfelz

