

MEMORANDUM OF AGREEMENT
BETWEEN
THE MUNICIPALITY OF STRATHROY CARADOC
AND
ST. CLAIR REGION CONSERVATION AUTHORITY
LOWER THAMES VALLEY CONSERVATION AUTHORITY
UPPER THAMES RIVER CONSERVATION AUTHORITY

NOTES:

1. The following memorandum has been developed as a lower tier agreement with the Municipality of Strathroy Caradoc

MEMORANDUM OF AGREEMENT

BETWEEN

The Municipality of Strathroy Caradoc
(herein referred to as the "Municipality")

AND

The St. Clair Region Conservation Authority
(herein referred to as the "SCRCA")
The Lower Thames Valley Conservation Authority
(herein referred to as the "LTVCA")
The Upper Thames River Conservation Authority
(herein referred to as the "UTRCA")

(or as a group herein referred to as the "Authorities")

DATED this 21st day of February, 2001.

1. PURPOSE

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

2. ROLES AND RESPONSIBILITIES

- a) **The Municipality and the Authorities mutually understand that :**
 - i) this Memorandum of Agreement applies to the Authorities and the area under its jurisdiction which is located in the Municipality of Strathroy Caradoc;
 - ii) the Authorities have the expertise to provide the plan review and technical clearance services 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 Authorities 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 (ie., official plans, policy official plan amendments, comprehensive zoning by-laws, and policy zoning

by-law amendments), 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) to mutually develop a schedule of fees and methods of payment for those services listed in Appendix A, Schedule 3;
- vii) 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;
- viii) any party to this Memorandum of Agreement may terminate the Agreement at any time, in writing to the other party to the agreement, with a minimum of 60 calendar days notice; and further that the Authority may seek full circulation of planning applications as per Notice Regulations pursuant to the new Planning Act (Bill 20).

b) The Municipality commits to :

- i) utilizing a mutually accepted protocol and appropriate mapping, prescreen applications and circulate to the Authority those applications listed in Appendix A, Schedule 1, Item 1 to the SCRCA along with the applicable fee outlined in Appendix A, Schedule 4a) payable to the SCRCA for comments by the appropriate Conservation Authority as outlined in Appendix A, Schedule 3;
- ii) retain consultants other than the Authorities to provide the plan review and technical clearance services identified in this Memorandum of Agreement, when in the opinion of the Municipality or the Authorities, utilizing the Authority as specified in this Agreement could result in a conflict of interest for the Authorities or where it is otherwise agreed that it would be in the best interest of the planning process; and
- iii) Collect fees as prescribed in Appendix A, Schedule 4, on behalf of the Authorities.
- iv) support the Authorities in collecting fees as prescribed in Appendix A, Schedule 4.

c) The SCRCA commits to:

- i) re-circulate applications to the appropriate Conservation Authority in an expedient manner and re-distribute funds to the appropriate Conservation Authority.
- ii) record applications and fees received and any subsequent re-distribution of applications for public record keeping purposes.

- d) **The SCRCA, LTVCA and UTRCA commits to:**
- i) provide the Municipality with those services listed in Appendix A, Schedule 2, including those additional services formerly provided by the Province, within the annual levy applied to the Authority programs supported by the municipalities that are part of the Municipality, as supplemented by the review fee collected under 2 b) iv) 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) provide its comments to the Municipality within 10 calendar days of receipt of an application from the Municipality or request an extension with reasons for the following types of applications: consents, site-specific zoning by-law amendments, minor variances, and site plans;
 - iv) provide its comments to the Municipality within 10 calendar days of receipt of an application from the Municipality or request an extension with reasons, for the following types of application: site-specific local official plan amendment;
 - v) comment on whether the application complies with relevant sections of the Provincial Policy Statement in the plan review services it provides the Municipality
 - vi) participate in preconsultation meetings for potential planning applications upon the request of the Municipality;
 - vii) consider all relevant guidelines in the plan review and technical clearance services it provides the Municipality;
 - viii) 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 licenced or agreed upon by the licencing party/owner of the data;
 - ix) not disseminate or use any data, maps, information or other documents either received directly from the Municipality or identified as "Municipality data" by the Municipality, except as otherwise licenced or agreed upon by the licencing party/owner of the data; and
 - x) make provision for staff to attend Ontario Municipal Board Hearings, upon the request of Municipal staff, with respect to plan review and technical clearance services provided pursuant to this Memorandum of Agreement, at no extra cost the Municipality.

3. TIME FRAME FOR IMPLEMENTATION

a) This Memorandum of Agreement will take effect on March 1, 2001.

The parties have duly executed this Memorandum of Agreement.

Mel Veale
MUNICIPALITY OF STRATHROY CARADOC

Jan 31/01
DATE

[Signature]
ST. CLAIR REGION CONSERVATION AUTHORITY

Feb 5, 2001
DATE

[Signature]
LOWER THAMES VALLEY CONSERVATION AUTHORITY

Feb 1/01
DATE

[Signature]
UPPER THAMES RIVER CONSERVATION AUTHORITY

Feb 6, 2001
DATE

APPENDIX A

SCHEDULE 1 CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The Municipality advises the Authorities that under this Agreement it will circulate the following types of development/planning applications to the SCRCA and the SCRCA will re-circulate via fax applications to the appropriate Conservation Authority for comment as per the items in Appendix A, Schedule 3:

Consents;
Site-Specific Local Official Plan Amendments;
Site-Specific Zoning By-Law Amendments;
Minor Variances; and
Site Plans;
that lie within the areas of concern as provided by the Authority

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, Schedule 4b), includes:
 - i) assessing technical reports or data submitted by the applicant to determine if the reports have been prepared in accordance with relevant guidelines and standards; and
 - ii) assessing technical reports or data submitted by the applicant to determine if the information has been prepared in accordance with the conditions of approval established by the Municipality as a result of recommendations made by the Authorities during Plan Review; and
 - iii) advising the Municipality if the information supplied, the conclusions reached, or the actions taken (or proposed) by an applicant are sufficient to satisfy those conditions of approval established by the Municipality as a result of recommendations made by the Authorities during Plan Review.

Technical reports are typically prepared to address issues related to Natural Heritage (eg. ANSI, Wetlands, Woodlands, Valleylands) and Natural Hazards (Flooding, Erosion, Slope Instabilities). A representative listing of typical technical reports that may be submitted to address the above noted issues include, but are not necessarily limited to:

- | | |
|---|----------------------------|
| a) Environmental Impact Assessments | d) Floodplain studies |
| b) Geologic/Soils Reports | e) Tree Conservation Plans |
| c) Stormwater Management Studies (Erosion and Sediment Control Plans) | |

APPENDIX A

SCHEDULE 2

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

- a) The Authorities will provide the following to the Municipality under current year budget:

Input to, and plan 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

Assist in policy development, if required

Participate in preconsultation meetings for potential planning applications upon the request of the Municipality.

APPENDIX A

SCHEDULE 3

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

- 1) The Authority will undertake detailed review and provide comments and recommendations, where appropriate, for the following:
- The Authority will undertake detailed review and provide comments and recommendations, where appropriate, for the following:
 - Site layout (plan showing location of hazard lines, services, building and sewage envelopes and so on).
 - Impact studies and proposed mitigation measures related to natural heritage features such as:
 - Significant Wetlands;
 - Significant Wildlife Habitat;
 - Habitats of Threatened and Endangered Species;
 - Fish Habitat;
 - Significant Woodlands;
 - Significant Areas of Natural and Scientific Interest;
 - 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 Authorities will undertake plan review and make recommendations where appropriate for the following:

Consents;
Site-Specific Local Official Plan Amendments;
Site-Specific Zoning By-Law Amendments;
Minor Variances; and
Site Plans;

**APPENDIX A
SCHEDULE 4a)
FEE SCHEDULE - Municipality OF STRATHROY CARADOC
SITE SPECIFIC PLANNING**

APPLICATION REVIEW FEE

The application review fee is paid by the applicant and collected by the Municipality on behalf of the Authorities. Cheques should be made payable to the St. Clair Region Conservation Authority and the St. Clair Region Conservation Authority will re-distribute funds as appropriate. If written comments are not required as per Schedule 3, the payment will be returned to the applicant. This will be fully documented.

Application	Screened
Official Plan Amendment	\$75.00 per application
Zoning By-Law Amendment	\$75.00 per application
Consent (Severance)	\$50.00 per application
Minor Variance	\$50.00 per application
Site Plans	\$200.00

**Note OPA/ZBA in combination = \$75.00
OPA/ZBA in combination with consent = 50% off
Fill, Construction and Alteration to Waterways application with planning service = 25% off

Notes and definitions:

1. The application review fee is paid for all applications which are forwarded to the St. Clair Region Conservation Authority.
2. The St. Clair Region Conservation Authority will re-circulate the application and re-distribute the funds to the appropriate Conservation Authority. If written comments are not required as per Schedule 3, the payment will be returned to the applicant. The Authorities commit to keep good written records of applications circulated and payments received and returned. The Authorities reserve 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

**APPENDIX A
SCHEDULE 4b)**

TECHNICAL CLEARANCE FEES

Minor reports (ie. scoped environmental impact studies, site plans, scoped impact studies re: hazards)	\$200.00
Major reports* (ie. full site environmental impact studies, complete Stormwater Management Plan review, full impact studies, subwatershed study)	\$500.00
Any combination of two of the above	sum of the two less \$100.00
Any combination of three of the above	sum of the three less \$200.00
Any combination of four or more of the above	sum of the four or more less \$300.00

*It is anticipated that the determination of the type of studies required will be made by the Municipality, following consultation with the Conservation Authority. **The fee for the technical clearance is to be paid by the proponent directly to the Authority.**

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)vii of this Agreement.

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