

MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK
AND
GRAND RIVER CONSERVATION AUTHORITY
LONG POINT REGION CONSERVATION AUTHORITY
NIAGARA PENINSULA CONSERVATION AUTHORITY

AS AMENDED, JANUARY 15, 1998

**MUTUAL AGREEMENT TO AMEND
MEMORANDUM OF AGREEMENT**

BETWEEN

The Regional Municipality of Haldimand-Norfolk
(herein referred to as the "Region")

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")

The following parties hereby mutually agree to amend the Memorandum of Agreement, dated June 2, 1997, by deleting clause 2 a) x. The revised Memorandum of Agreement is attached hereto.

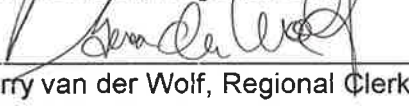
REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK

DATE



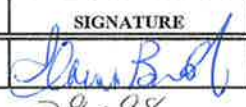
John Harrison, Regional Chair

March 13 1998

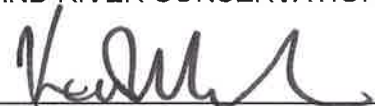


Gerry van der Wolf, Regional Clerk

March 13 1998

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
PLANNING		
BY-LAW	29-98	


GRAND RIVER CONSERVATION AUTHORITY

For: 

Allan Holmes, General Manager

Feb 4/98

LONG POINT REGION CONSERVATION AUTHORITY



Larry Chanda, Chairman


Feb 16/98



James L. Oliver, General Manager/Secretary-Treasurer

Feb 12/98

NIAGARA PENINSULA CONSERVATION AUTHORITY



Andrew L. Burt, General Manager/Secretary-Treasurer

Feb. 10/98

MEMORANDUM OF AGREEMENT

BETWEEN

The Regional Municipality of Haldimand-Norfolk
(herein referred to as the "Region")

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")

1. PURPOSE

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

2. ROLES AND RESPONSIBILITIES

- a) The Region and the Conservation Authority mutually agree that :
 - i. this Memorandum of Agreement applies to each of the Conservation Authorities referred to above and the area under each of their respective jurisdictions which is located within the Regional Municipality of Haldimand-Norfolk;
 - ii. the Conservation Authority has the expertise to provide the plan review and technical clearance services to the Region identified in this Memorandum of Agreement and that the Region is relying on said expertise. The parties acknowledge that the Region remains the approval authority for those planning applications for which the Region is so designated by statute and which authority has not been otherwise delegated by the Region;
 - iii. nothing in this Memorandum of Agreement precludes the Conservation Authority from commenting to the Region from a Conservation Authority perspective, as it normally would on an application circulated by the Region 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 appropriate Conservation Authority for comment on these application types from the Conservation Authority perspective;

- v. a protocol will be mutually developed whereby the Region, and on behalf of the area municipalities where applicable, will prescreen applications in order to further streamline the process;
 - vi. a protocol will be mutually developed to coordinate and enhance information/data sharing opportunities and responsibilities;
 - vii. to mutually develop a schedule of fees and methods of payment for those services listed in Appendix A, Schedule 3;
 - viii. 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; and,
 - ix. any party to this Memorandum of Agreement 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 60 calendar days notice.
- b) The Region commits to :
- i. circulate to the appropriate Conservation Authority those applications listed in Appendix A, Schedule 1 for comment as per the items in Appendix A, Schedules 2 and 3 and in accordance with a prescreening protocol to be developed as per clause 2 a) v);
 - ii. transfer appropriate policy statement, guidelines, manuals, maps, information, data and criteria, listed in Appendix A, Schedule 4, from the Region 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 Agreement, when in the opinion of the Region, and where applicable, the Region on behalf of the area municipality, 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. collect the fees prescribed in Appendix A, Schedule 5 on behalf of the Long Point and Niagara Peninsula Conservation Authorities. These funds will be transferred to those Conservation Authorities on a quarterly basis;

- c) The Conservation Authority commits to:
- i. provide the Region with those services listed in Appendix A, Schedule 2, including those additional services formerly provided by the Province, within the annual discretionary levy applied to the Conservation Authority programs supported by the Region;
 - ii. provide the Region 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 Region within 10 calendar days of receipt of an application from the Region or request an extension with reasons, for the following types of applications: consents, minor variances, and site plans;
 - iv. provide its comments to the Region within 30 calendar days of receipt of an application from the Region or request an extension with reasons, for the following types of applications: site specific zoning by-law amendments, plan of subdivision/condominium and site-specific local official plan amendment;
 - v. comment on whether the application complies with the Provincially approved Regional Official Plan in the plan review services it provides the Region;
 - vi. participate in preconsultation meetings for potential planning applications upon the request of the Region ;
 - vii. consider all relevant guidelines in the plan review and technical clearance services it provides the Region ;
 - viii. not disseminate any data, maps, information or other documents either received directly from the Province or identified as "Provincial data" by the Region, except as otherwise licenced or agreed upon by the licencing party/owner of the data;
 - ix. not disseminate any data, maps, information or other documents either received directly from the Region or identified as "Regional data" by the Region, except as otherwise licenced or agreed upon by the licencing party/owner of the data;
 - x. make provision for staff to attend Ontario Municipal Board Hearings, upon the request of the Region or area municipality, with respect to plan review and technical clearance services provided pursuant to this Memorandum of Agreement, at no extra cost to the Region.

3. TIME FRAME FOR IMPLEMENTATION

a) This Memorandum of Agreement will take effect on June 2, 1997.

The parties have duly executed this Memorandum of Agreement.

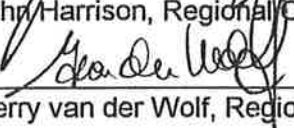
REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK

DATE



 John Harrison, Regional Chair

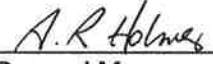
May 29 1997



 Gerry van der Wolf, Regional Clerk

May 29 1997


GRAND RIVER CONSERVATION AUTHORITY



 Allan Holmes, General Manager

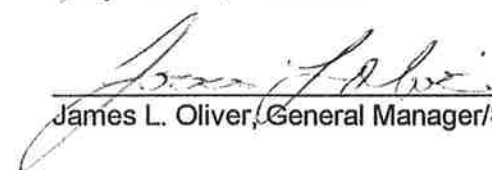
May 14, 1997

LONG POINT REGION CONSERVATION AUTHORITY



 Larry Chanda, Chairman

May 27/97



 James L. Oliver, General Manager/Secretary-Treasurer





May 14/97

NIAGARA PENINSULA CONSERVATION AUTHORITY



 Andrew L. Burt, General Manager/Secretary-Treasurer

May 22/97

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
COMPTROLLER		
FINANCE		
ENGINEERING		
PLANNING		
BY-LAW	38-97	