

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-23

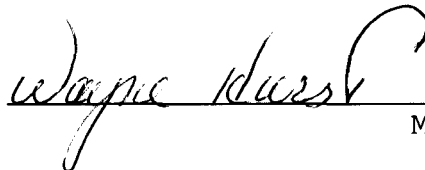
Being a By-law to authorize entering into a Memorandum of Agreement with the Essex Region Conservation Authority for Plan Review.


WHEREAS the Council of the Corporation of the Town of Amherstburg deems it expedient to enter into a Memorandum of Agreement with the Essex Region Conservation Authority to describe a framework within which the Essex Region Conservation Authority would provide specified plan review and technical clearance services to the Town.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF  
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized sign the Memorandum of Agreement between the Town and the Essex Region Conservation Authority, which agreement is appended hereto as Schedule "A".
2. That this by-law shall take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 9th day of March, 1998.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

1st Reading: March 9, 1998

2nd Reading: March 9, 1998

3rd Reading: March 9, 1998

## MEMORANDUM OF AGREEMENT

BETWEEN

**THE TOWN OF AMHERSTBURG**  
(Hereinafter referred to as the "Town")

AND

**THE ESSEX REGION CONSERVATION AUTHORITY**  
(Hereinafter referred to as the "ERCA")

### 1. PURPOSE

The purpose of the Memorandum of Agreement is to describe the framework within which the ERCA will provide specified plan review and technical clearance services to the Town.

### 2. ROLES AND RESPONSIBILITIES

- (a) The Town and the ERCA mutually agree that :
- i) ERCA desires and has the expertise to provide the plan review and technical clearance services to the Town identified in this Memorandum of Agreement and that the Town is relying on said expertise. The parties acknowledge that the Town remains the approval authority for those planning applications for which the Town is so designated by statute;
  - ii) nothing in this Memorandum of Agreement precludes the ERCA from commenting to the Town from a Conservation Authority perspective as it normally would on an application circulated by the Town under the Planning Act;
  - iv) a protocol will be mutually developed to acquire data from the Province, to coordinate and enhance information/data sharing opportunities and responsibilities, and to release data to the public, as per Appendix D;
  - v) a pre-screening protocol will be developed 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 pre-screening protocol shall be reviewed from time to time to determine if changes are required;

- vi) 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
- vii) 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 six months notice.

B) The ERCA commits to:

- i) provide the Town with those services listed in Appendix B-1, at no extra cost to the Town, ie. within the annual budget appropriation for the ERCA programs approved by the Town;
- ii) provide the Town with those services listed in Appendix B-2 on a fee for service basis (ie. fees to be recovered by the Authority from applicants);
- iii) provide the Town with those services listed in Appendix B-3, with the cost to be recovered through an Application Review Fee;
- iv) provide its comments to the Town Planning Department within 30 calendar days of receipt of an application from the Town, except for minor variance and consent applications, in which case the ERCA shall provide its comments within 10 calendar days of receipt of the application;
- v) comment on whether the application has had regard for applicable Provincial Policies, as set out in the Provincial Policy Statement and in the Town's Official Plan, and other planning documents as mutually agreed upon by the Parties, in the plan review services it provides the Town;
- vi) apply all relevant Provincial and Town operational procedures and guidelines in the plan review and technical clearance services it provides the Town; and
- vii) make provisions for staff to attend Ontario Municipal Board Hearings, upon the request of the Town, with respect to the plan review and technical clearance services provided pursuant to this Memorandum of Agreement, at no extra cost to the Town.

(c) The Town commits to:

- i) circulate to the ERCA under this Memorandum of Agreement those development/planning applications listed in Appendix A, subject to a pre-screening protocol to be mutually developed;
- ii) provide the revenue to cover the Authority's cost for providing plan review services, as outlined in Appendix B-4 of this agreement;
- iii) support the Authority in its collection of fees for those services listed in Appendix B-2.
- iv) make other arrangements to provide the plan review and technical clearance services identified in the memorandum of Agreement, when in the opinion of the Town and the ERCA, utilizing the services of the ERCA as specified in this agreement could result in a conflict of interest for the ERCA.

3. **TIME FRAME FOR IMPLEMENTATION**

This Memorandum of Agreement will take effect on March 27, 1998.

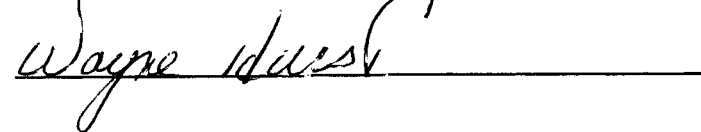
The parties have duly executed this Memorandum of Agreement under the hands of their authorized Officers.

Dated this 27 day of March, 1998

ESSEX REGION CONSERVATION AUTHORITY



THE TOWN OF AMHERSTBURG



## APPENDIX A

### CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The Town advises the ERCA that under this agreement it will circulate the following types of development/planning applications to the ERCA for comment, as per the items in Appendix C, subject to a pre-screening protocol to be developed:

Subdivisions;  
Condominiums;  
Consents;  
Official Plans;  
Secondary Plans;  
Comprehensive Official Plan Amendments;  
Comprehensive Zoning By-Laws;  
Zoning By-Law Amendments;  
Minor Variances; and,  
where deemed necessary by the Town or where requested by the ERCA,  
Site Plans.

2. "Plan Review" as identified in Appendices B-3 and C, includes:

- i) screening development applications to determine if and where a Provincial, Regional or Local interest may be affected;
- ii) identifying the need for technical reports;
- iii) recommending conditions of approval.

3. "Technical Clearance" as identified in Appendices B-2 and C, includes:

- i) 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 Town as a result of recommendations made the ERCA during Plan Review;
- ii) identifying the adequacy of technical reports and proposing mitigation measures for applications;
- iii) assisting in the preparation of terms of reference for studies and reports; and

- iv) advising the Town if the information supplied, the conclusions reached, or the actions taken (or proposed to be taken) by an applicant are sufficient to satisfy those conditions of approval established by the Town as a result of recommendations made by the ERCA during Plan Review.

Technical Reports are typically prepared to address issues related to Natural Heritage (eg. ANSI, Significant Wetland habitat, Valleylands, Woodlands, Wetlands, Fish Habitat, Threatened and Endangered Species) and Natural Hazards (Flooding, Erosion, Slope Instabilities).

A representative listing of the general types of Technical Reports that would be submitted to address these issues include, but are not necessarily limited to:

- a) Environmental Impact Assessment (natural features and functions)
- b) Stormwater Management Studies (water quality and quantity)
- c) Hydrogeologic Investigations (groundwater)
- d) Geologic/Soils Reports (erosion and slope stability)
- e) Coastal Engineering Studies
- f) Floodplain Studies
- g) Tree Conservation Plans
- h) Erosion and Sediment Control Plans

## APPENDIX B-1

### SERVICES TO BE PROVIDED BY ERCA TO THE TOWN AT NO EXTRA COST TO THE TOWN

1. The Authority will provide the following to the Town at no extra cost:
  - i) Plan Input for municipally-initiated official plans and zoning by-laws, and official plan and zoning by-law amendments;
  - ii) Maintenance of mapping and data resources related to flood/erosion hazards and natural heritage mapping;
  - iii) Expert witness support of a municipally-initiated decision related to the services outlined in this agreement;
  - iv) Review of municipally-initiated studies;
  - v) General inquiries and technical support;
  - vi) Development of expertise; and
  - vii) Training and support of municipal staff on stormwater management, flood and erosion hazards and natural heritage issues, as related to this agreement.
  
2. The Authority, in conjunction with the Town, will identify a need for the following, in relation to the above services:
  - a) Storm Water Management Facilities and Studies;
  - b) Subwatershed Studies;
  - c) Environmental impact studies related to natural heritage features; and
  - d) Studies to assess mitigation measures for applications that may be impacted by flooding and erosion hazards, and other issues as set out in Appendix C.
  
3. The Authority will assist in the development of the terms of reference for any studies identified above, and will prepare, in conjunction with municipal staff, criteria for full and scoped impact studies and other studies.
  
4. In providing Plan Input services to the Town, the Authority will comment on the full range of natural hazard and natural heritage issues.
  
5. The Authority will participate in pre-consultation meetings for potential planning applications upon the request of the Town.
  
6. Authority participation in the preparation of municipally-sponsored subwatershed plans, master drainage plans and tributary studies will be negotiated with the Town on a case-by-case basis.

## APPENDIX B-2

### SERVICES TO BE PROVIDED BY THE AUTHORITY TO LANDOWNERS/DEVELOPERS ON A FEE FOR SERVICE BASIS (Fee to be recovered by ERCA from applicants)

- a) The Authority will undertake detailed review and provide Technical Clearance and recommendations, where appropriate, for the following:
  - i) Impact studies and proposed mitigation measures related to any natural heritage features such as:
    - a) Significant Wetlands
    - b) Significant Wildlife Habitat
    - c) Habitats of Threatened and Endangered Species
    - d) Fish Habitat
    - e) Significant Areas of Natural and Scientific Interest
    - f) Significant Woodlands
    - g) Significant Valleylands
    - h) Groundwater Recharge/Discharge Areas, Aquifers and Headwaters
  - ii) Subwatershed Studies/Master Drainage Plans/Tributary Studies
  - iii) Stormwater Management Studies and proposed facilities
  - iv) Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards

The fees for the above noted reviews will be recovered by the Authority from the applicant/proponent, in accordance with the Authority's fee schedule, as amended from time to time.



### APPENDIX B-3

#### **SERVICES TO BE PROVIDED BY THE AUTHORITY TO THE TOWN WITH COST RECOVERED THROUGH AN APPLICATION REVIEW FEE (See Appendix B-4)**

The Authority will undertake a Plan Review function for landowner/developer initiated applications, and make recommendations, where appropriate, for the following:

- i) Subdivisions
- ii) Condominiums
- iii) Consents
- iv) Official Plan Amendments
- v) Zoning By-Law Amendments
- vi) Minor Variances
- vii) Site Plans

The Authority and the Town will develop a pre-screening protocol to determine what applications will be circulated to the Authority for comment.

## APPENDIX B-4

### APPLICATION REVIEW FEE

The amount of the application review fee is based on an assessment of the anticipated application activity from the Town of Amherstburg, and an assessment of the costs associated with a typical application review. This results in an annual revenue target which is provided to the Town of Amherstburg.

The total annual Application Review Fee is to be calculated by the ERCA in consultation with Town of Amherstburg staff. The fee for this service, which covers the period from January 1 to December 31 of each year, and will be reviewed on an annual basis, is:

**\$2,000.00**

The Town of Amherstburg has the discretion to recover this fee or to pay it from existing revenues. The Town may choose to recover the fee by adding a surcharge to all applications or by adding a fee to targeted applications. This fee will be paid to the ERCA separate from any General Levy or Special Levy apportionment that the Town of Amherstburg would otherwise contribute to the ERCA.

The ERCA will invoice the Town of Amherstburg for the Application Review Fee. If for any reason this agreement is terminated or altered during the year, the Application Review Fee is to be calculated proportional to the days of service provided, and to reflect any changes in services.

The fee identified in this Schedule will be reviewed 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)vi of this Agreement.

**APPENDIX C  
SERVICES TO BE PROVIDED BY THE AUTHORITY TO THE TOWN**

<b>DESCRIPTION AND LISTING OF SERVICES FOR : SUBDIVISIONS, CONDOMINIUMS, CONSENTS, SITE-SPECIFIC OPAs, SITE-SPECIFIC ZONING BY-LAW AMENDMENTS, MINOR VARIANCES, DRAINAGE REPORTS AND SITE PLANS</b>		
<b>DESCRIPTION</b>	<b>PLAN REVIEW</b>	<b>TECHNICAL CLEARANCE</b>
Review for site specific (off-site) stormwater planning issues	X	X
Identify need for and conduct technical review of stormwater management facilities design reports	X	X
Review for sub-watershed planning/master drainage planning	X	X
Comment on hazardous geology	X	X
Identify need for and conduct technical review of reports on: wetland areas impacts and mitigation measures	X	X
Identify wildlife habitats and comment on wildlife habitat impacts and mitigation measures	X	X
Comment on impacts on endangered and threatened species	X	X
Comment on and conduct technical review of reports on fish habitat impacts and mitigation (MNR to be consulted if there is a fisheries impact)	X	X
Identify ANSI's, ESA's and wetlands and comment on impacts and mitigation measures (MNR to be consulted if necessary)	X	X
Comment on woodlands impacts	X	X
Comment on valleylands impacts	X	X
Comment on flood hazards	X	X
Comment on and issue permits for development in floodplains	X	X
Comment on lakes and rivers impacts, MNR to be notified if there is a fisheries impact	X	X
Comment on shorelines impact	X	X
Review and comment on top of bank erosion limits	X	X
Identify if Crown Land involved and notify MNR if applicable	X	X
Comment on Agricultural Land Impacts	X	X
Comment on Groundwater Impacts	X	X
Comment on Aggregate Resources Impacts	X	X

## APPENDIX D

### TRANSFER OF PROVINCIAL DATA BETWEEN ERCA AND THE TOWN

1. All data that is provided to the Town by the Province that may be needed by the Authority to fulfill 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 Town as it is received from the Province. Examples of Provincial data that may be provided by the Province to the Town 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 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 current municipal planning documents should also be provided to the Authority.