

Grand River Notification Agreement

First Executed: October 3, 1996
First Renewal: October 3, 1998
Second Renewal: October 3, 2003
Third Renewal: October 3, 2013
Fourth Renewal: February 28, 2018
Fifth Renewal: February 28, 2023

AGREEMENT

**EFFECTIVE THE
28th DAY OF FEBRUARY 2023**

AMONG:

SIX NATIONS OF THE GRAND RIVER, as represented by the Elected Band Council ("Six Nations"),

MISSISSAUGAS OF THE CREDIT FIRST NATION, as represented by the Elected Band Council ("MCFN"),

THE CORPORATION OF THE CITY OF BRANTFORD,

THE CORPORATION OF THE COUNTY OF BRANT,

THE CORPORATION OF HALDIMAND COUNTY,

GRAND RIVER CONSERVATION AUTHORITY ("GRCA"), AND

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Indigenous Affairs ("Ontario").

Recitals

Whereas the above signatories (collectively referred to as "Parties" in the plural and "Party" in the singular) to the Grand River Notification Agreement ("Agreement") all have authority to make decisions and to enact and administer laws, regulations or by-laws that affect economic development, land use and the environment in the vicinity of the Grand River watershed;

And whereas the First Nations and the municipalities are subject to different planning and environmental laws, which has created challenges for them in relation to information sharing and discussions about land use decisions;

And whereas the GRCA's structure includes representatives from the municipalities but not from the First Nations, thereby limiting the participation of the First Nations in statutory decision-making by that authority;

And whereas all Parties acknowledge that there are outstanding land issues in the Notification Area which are being addressed in other forums, and the Parties wish to work co-operatively to encourage sustainable development on the land subject to this Agreement;

And whereas the Parties have agreed to establish a notification protocol to facilitate the sharing of information and discussions among them on economic development, land use and environmental matters;

And whereas this Agreement is without prejudice to any Party's legal rights or obligations and does not create any legal obligations, duties, or rights;

And whereas the original version of the Agreement was executed in October of 1996 and was subsequently renewed several times for five-year terms, including the most recent renewal on February 28, 2018;

And whereas Her Majesty the Queen in right of Canada was a signatory to previous versions of the agreement but is not a Party to this Agreement;

And whereas all Parties remain open to His Majesty the King in right of Canada becoming a signatory to this Agreement or future agreements;

And whereas the Parties have reviewed this Agreement and have determined that it continues to benefit the Parties and should therefore be renewed for a further five-year term.

Now therefore the Parties agree as follows:

Definitions

1. For the purposes of this Agreement only:

- (a) "Affected Municipality" means the Municipality whose boundaries include, or are closest to, the lands that are the subject of a Notification under this Agreement; and for greater certainty, in the case of a Notification under Section 2(b)(i), includes each Municipality whose boundaries abut a First Nation's Territory;

"First Nations" means Six Nations and MCFN;

"Municipality" means a county, regional municipality, city, town, village or township that is a Party to this Agreement;

"Notification" means written notice given by a Party pursuant to Section 2 of this Agreement;

"Notification Area" means the geographic area identified on the map attached as Schedule "A" to this Agreement; and

"Notifying Ministry" means a provincial ministry or agency listed in Schedule B that provides Notification pursuant to Section 2 (c) of this Agreement.

"Territory" in relation to Six Nations or MCFN, refers to the reserves set apart for the use of Six Nations' members (commonly known as Indian Reserves 40 and 40B) and the reserve set apart for the use of the Mississaugas of the Credit (commonly known as New Credit Indian Reserve #40A).

- (b) The words "Section" and "Schedule" refer to the applicable section or schedule of this

Agreement.

- (c) References to statutes shall be deemed to refer to such statutes and any regulations thereunder, as amended or superseded from time to time.

Activities For Which Notification Will Be Given

- 2. The Parties will provide Notification in the circumstances outlined in Section 2, in accordance with this Agreement, when those circumstances occur in the Notification Area. All of the Notification obligations set out in Section 2 are subject to Section 3(a).

Municipal Notification

- (a) A Municipality will give Notification to the First Nations in the following circumstances:
 - (i) if it is considering adoption of an official plan or an amendment to an official plan within the meaning of the Planning Act (Ontario);
 - (ii) if it is considering passage of a new zoning bylaw within the meaning of the Planning Act (Ontario) or an amendment to an existing zoning bylaw;
 - (iii) if it is considering approval of a plan of subdivision, a condominium plan, or a consent to severance within the meaning of the Planning Act (Ontario) where such severance would result in the creation of a buildable lot;
 - (iv) if it is required to give a notice under the Environmental Assessment Act (Ontario);
 - (v) if it is required to give notice to, or seek permission from, a conservation authority in relation to an issue within the jurisdiction of the authority as set out in the Conservation Authorities Act (Ontario);
 - (vi) if it has acquired or disposed of a fee simple interest, or leasehold interest with a term of twenty one years or more after this Agreement comes into effect;
 - (vii) if it is proposing to declare land surplus (provided that such a declaration is required by law);
 - (viii) if it is proposing to permanently close a road;
 - (ix) if it has received an archaeological report; or,
 - (x) if it is offering land for sale through public tender or advertisement, or by listing with a realtor.

First Nations Notification

- (b) Six Nations or MCFN, as the case may be, will give Notification to each Affected Municipality, Ontario and the GRCA in the following circumstances:
 - (i) if council is considering or recommending the adoption of a new or amended land use plan for its Territory;
 - (ii) if council is considering or recommending a change in permitted land use or zoning for a portion of its Territory;
 - (iii) if council acquires or disposes of a fee simple interest or a leasehold interest with a term of twenty one years or more in land, except in the case of leases of land within the First Nation's reserve to band members for residential use;
 - (iv) if land is acquired in trust for the First Nations;
 - (v) if council is considering approval of the opening, alteration or closing of a waste disposal site, sewage treatment plant, recycling facility or waste management facility on its Territory;
 - (vi) if council is considering approval of the construction or alteration of a septic bed or sewer system within the floodplain of the Grand River;
 - (vii) if council is considering approval of an activity which would change a watercourse or change water drainage within its Territory; or
 - (viii) if council is considering or recommending any of the following with respect to land held in trust for the First Nation: a change in land use, the opening, alteration or closing of a waste disposal site, sewage treatment plant, recycling facility or waste management facility; or any activity which would change a water course or water drainage.

Ontario Notification

- (c) In addition to the notice provided by Ontario in the Environmental Bill of Rights Registry, each Notifying Ministry will give Notification to each Affected Municipality, the First Nations and to the GRCA in the circumstances described in Schedule B.

GRCA Notification

- (d) The GRCA will give Notification to the First Nations of any applications it receives under section 28 of the Conservation Authorities Act (Ontario) which relate to the Notification Area.

Contents And Timing Of Notification

3. (a) Where a statute, regulation or other written process, policy or procedure requires that notice be given to a Party regarding an activity referred to in Section 2, no Notification will be required to be given under this Agreement to that Party.
- (b) Where a statute or regulation requires that notice be given for an activity referred to in Section 2, but does not require that notice be given to a Party that would be entitled to Notification under this Agreement, Notification to the Party will be given within the time limit and in the manner set out by statute or regulation.
- (c) Where no notice of an activity referred to in Section 2 is required by statute or regulation, Notification under this Agreement will:
- (i) state clearly that it is being given pursuant to this Agreement;
 - (ii) where applicable, indicate the time limit within which any response should be provided;
 - (iii) indicate the name and address of a contact person to whom inquiries or responses should be directed; and,
 - (iv) if a Party is giving Notification of a completed purchase or sale under Section 2(a)(vi), 2(b)(iii) of this Agreement, the Notification will consist of a copy of the relevant land registry document and will be given promptly after completion of the purchase or sale transaction;
 - (v) if a Party is giving Notification of the offering of land for sale through public tender or advertisement, or by listing with a realtor, the Notification will consist of a copy of the tender package, advertisement, or listing, as the case may be, and will be given promptly after the tender or advertisement is issued or the listing agreement is signed;
 - (vi) if a Party is giving Notification of a proposal to declare land surplus under Section 2(a)(vii) or a proposal to sell land under Schedule B (d) 15 to 18, the Notification will describe the location of the land; and
 - (vii) in all other cases, Notification will be given as soon as reasonably possible and will include sufficient information to facilitate meaningful discussion with the Party providing the Notification.
- (d) Where a statute or regulation requires that notice of an activity referred to in Section 2 be given by newspaper or other publication, and where Notification is required under this Agreement, the Party giving Notification will do so by delivering a copy of the advertisement promptly by ordinary mail.

How Notification Will Be Given

4. (a) A Notification required under this Agreement will be given in writing by ordinary mail to:

GRCA, at: Chief Administrative Officer
P.O. Box 729
400 Clyde Road
Cambridge, ON
N1R 5W6
Phone: 519-621-2761
Email: grca@grandriver.ca
(Please ensure if sending a notification via email that “ATT/TO: Chief Administrative Officer” is noted in the body of the email)

MCFN, at: Department of Consultation & Accommodation
4065 Highway 6
Hagersville, ON N0A 1H0
Tel: 905-768-4260

Ontario, at: Director
Negotiations Branch - Northeast & South
Negotiations and Reconciliation Division
Ministry of Indigenous Affairs
160 Bloor Street East, Suite 920
Toronto, ON
M7A 2E6
GRNA@ontario.ca

Six Nations, at: Lands and Resources Office
2498 Chiefswood Road
P.O. Box 5000
Ohsweken, ON
N0A 1M0
LRDIR@sixnations.ca

The City of Brantford, at: The Clerk
58 Dalhousie Street
P.O. Box 818
Brantford, ON
N3T 2J2

Phone: 519-759-4150
clerks@brantford.ca

Haldimand County, at: The Clerk
53 Thorburn Street South
Cayuga, ON
N0A 1E0
Phone: 905-318-5932
clerk@haldimandcounty.on.ca

County of Brant, at: The Clerk
66 Grand River St. N
Paris, ON
N3L 2M2
Phone: 519-449-2451
clerks@brant.ca

- (b) Each Party will designate in writing to the other Parties a change in the contact information listed under Section 4 (a) or Schedule B of this Agreement.
- (c) If a Party has provided an email address in section 4 (a), any Party may also send a Notification by email to that Party, in addition to sending the Notification by ordinary mail.
- (d) A Notification by ordinary mail will be deemed to have been given on the fifth business day after mailing.

Term Of This Agreement And Early Termination

- 5.
 - (a) This Agreement will take effect on the date of this Agreement and will remain in effect for 5 years unless it is terminated earlier in accordance with this Section.
 - (b) This Agreement may be terminated at any time by the written agreement of all Parties.
 - (c) Any Party may terminate its participation in this Agreement at any time after giving thirty days notice by registered mail to the other Parties of its intention to do so. Unless the remaining Parties agree otherwise in writing this Agreement will remain in effect as among the remaining Parties.

Admission Of New Parties

- 6.
 - (a) His Majesty the King in right of Canada may become a signatory to this Agreement upon the consent of the Parties. Such admission shall require the amendment of this Agreement.
 - (b) A provincial ministry not already listed as a Notifying Ministry in Schedule B of this

Agreement may become a Notifying Ministry by sending a written request to all Parties. The Ministry of Indigenous Affairs (“IAO”) will review the request with the Parties and ensure there is agreement on the activities for which the ministry will provide Notification. IAO will then circulate an updated version of Schedule B to the Parties.

- (c) Other municipalities or conservation authorities may become a signatory to this Agreement by giving notice by registered mail to all Parties of their intention to do so. The notice shall indicate a date at least thirty days thereafter at which it proposes to become a signatory to this Agreement. After such date, municipalities will be deemed to be a ‘Municipality’ as defined under this Agreement, and conservation authorities will be deemed to be subject to the same obligations as the GRCA under Section 2.
- (d) Municipalities giving notice pursuant to Section 6(c) shall state:
 - (i) the extent of its geographical jurisdiction which it intends to make subject to this Agreement;
 - (ii) which subclauses of Section 2(a) are to apply, provided that any such notice shall at least require subclauses (iv) and (v) to apply; and
 - (iii) under which sections of this Agreement it wishes to receive Notification from the existing Parties.
- (e) When municipalities become a signatory to this Agreement:
 - (i) the Notification Area shall be amended to include the geographical area described in sub clause 6(d)(i);
 - (ii) its obligations in relation to the other Parties shall be restricted to the matters identified pursuant to sub clause 6(d)(ii); and
 - (iii) the obligations of the Parties shall be restricted to the matters identified pursuant to sub clause 6(d)(iii).
- (f) Any successor to a Party to this Agreement will continue to be a Party to this Agreement unless it terminates its participation in accordance with Section 5(c).

Review Of This Agreement

- 7. (a) The Parties will meet on the first Thursday in June of each year during the term of this Agreement to share their views and concerns regarding the implementation of this Agreement. During those meetings the Parties will discuss and review the effectiveness of this Agreement in improving dialogue and understanding among them in relation to the subject matter of this Agreement.
- (b) Additional meetings of the Parties to discuss concerns regarding the implementation of this Agreement will be convened at the request of any two Parties.

- (c) The meetings referred to in this Section will be chaired by IAO and will be hosted by the Parties in their respective locations on a rotating basis.
- (d) The Parties may invite such additional participants to the review meetings as they consider necessary or advisable from time to time to aid in their consideration of the matters to be discussed.
- (e) The meeting of the Parties under this Section which occurs most closely before the expiration of this Agreement shall include as an agenda item the consideration of the renewal of this Agreement. The foregoing shall not be construed to require the Parties to renew this Agreement should they choose not to do so.
- (f) Each meeting of the Parties under this Section shall include the following agenda items for discussion:
 - (i) Disclosure of a Notification received by any Party that has been of particular benefit or usefulness to that Party; and,
 - (ii) The selection of the host for the next meeting.

Amendment Of This Agreement

- 8. Except as provided in Sections 4(b), 5(c) and 6 (a), (b), (c), this Agreement, including Schedule A and Schedule B, may be amended only through written agreement of all the Parties.

No Legal Effect

- 9. (a) This Agreement is not legally binding on any of the Parties, nor will it affect the legal rights or obligations of the Parties or any other persons, nor will it affect the validity of any act of any of the Parties, nor will it affect the legal position of any of the Parties, or be admissible in evidence in any current or future legal proceeding, nor will it create any legal obligations, duties or rights.
- (b) Without limiting the generality of Section 9(a):
 - (i) nothing in this Agreement will be construed to affect, derogate from or abrogate the aboriginal, treaty, constitutional or other rights of Six Nations or MCFN or their members; and,
 - (ii) nothing in this Agreement will be construed to affect, derogate from or abrogate the treaty, constitutional or other rights or responsibilities of any Party or any other person.
- (c) Nothing in this Agreement will be construed to affect in any way the application of any laws, statutory or otherwise.

- (d) Despite Section 9(a), a Notification under this Agreement is not excluded from consideration by a court or other adjudicative body of any notice obligations that may be owed between the Parties.

Signing of this Agreement by the Parties

- 10. This Agreement may be signed and delivered in counterparts, and each of which, when so signed and delivered, shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement.

In witness whereof this Agreement has been signed by:

On behalf of the Six Nations of the Grand River

On behalf of the Mississaugas of the Credit
First Nation

Chief

Chief

On behalf of the Corporation of Haldimand

On behalf of the Corporation of the County of Brant

Mayor

Mayor

On behalf of The Corporation of The City of
Brantford

On behalf of the Grand River Conservation
Authority

Mayor

Chair

On behalf of His Majesty the King in Right of Ontario

Minister, Indigenous Affairs