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Grand River Notification Agreement Renewal

Prepared for the Parties by THE INDIAN COMMISSION of ONTARIO AGREEMENT DATED THIS THIRD DAY OF OCTOBER 1998 AMONG: SIX NATIONS OF THE GRAND RIVER ("Six Nations"), MISSISSAUGAS OF THE NEW CREDIT ("New Credit"), THE CORPORATION OF THE CITY OF BRANTFORD, THE CORPORATION OF THE TOWNSHIP OF BRANTFORD, THE CORPORATION OF THE COUNTY OF BRANT, THE CORPORATION OF THE TOWN OF DUNNVILLE, THE CORPORATION OF THE TOWN OF HALDIMAND, THE REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK, THE CORPORATION OF THE TOWNSHIP OF ONONDAGA, THE CORPORATION OF THE TOWN OF PARIS, THE CORPORATION OF THE TOWNSHIP OF SOUTH DUMFRIES, GRAND RIVER CONSERVATION AUTHORITY ("GRCA"), HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development ("Canada"), AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister Responsible for Native Affairs ("Ontario").

Recitals

Whereas the parties to this Agreement (the "Parties") 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 consultation 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 cooperatively to encourage sustainable development on the lands subject to this Agreement;

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

And whereas this Agreement is intended to be without prejudice to any Party's legal rights or obligations;

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;

"Emergency" means a situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property;

"Federal Body" means a department, agency, board or commission under federal jurisdiction with responsibilities over the subject area, as set out in [Schedule "B"](#)

"First Nations" means Six Nations and New Credit;

"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 to another 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

"Territory" in relation to Six Nations or New Credit, 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 New Credit (commonly known as 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 from time to time.

Activities For Which Notification Will Be Given

2. (a) Subject to Section 3(a), a Municipality will give Notification to the First Nations in accordance with this Agreement 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) in relation to lands within the Notification Area;

(iv) if it is required to give a notice under the Environmental Assessment Act (Ontario) in relation to lands within the Notification Area;

(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, in land within the Notification Area after this Agreement comes into effect;

(vii) if it is proposing to declare lands surplus within the Notification Area (provided that such a declaration is required by law); or

(viii) if it is proposing to permanently close a road within the Notification Area.

(b) Subject to Section 3(a), Six Nations or New Credit, as the case may be, will give Notification in accordance with this Agreement to Affected Municipalities, 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 has acquired or disposed of a fee simple interest or a leasehold interest with a term of twenty one years or more in land within the Notification Area after this Agreement comes into effect, except in the case of leases of land within the First Nation's reserve to band members for residential use;

(iv) if land within the Notification Area has been acquired in trust for the First Nation after this Agreement comes into effect;

(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.

(c) Subject to Section 3(a), the responsible Federal Body will give Notification in accordance with this Agreement to Affected Municipalities, the First Nations and to the GRCA in the following circumstances:

(i) if the Federal Body is considering approval of a proposed activity within the Notification Area for which notice to the public is being given under Canadian Environmental Assessment Act; or

(ii) if the Federal Body is considering approval of a major change in the use or management of any federal Crown lands or waters within the Notification Area; or

(iii) if the Federal Body acquires or is proposing to sell, lease for twenty one years or more, grant an easement over, or transfer administration and control to Ontario of land within the Notification Area.

(d) In addition to the notice provided by Ontario in the Environmental Bill of Rights registry, Ontario will give Notification in accordance with this Agreement to Affected Municipalities, the First Nations and to the GRCA in the circumstances described in [Schedule C](#).

(e) Subject to Section 3(a), the GRCA will give Notification to the First Nations in accordance with this Agreement of any applications it receives under section 28 of the Conservation Authorities Act which relate to the Notification Area.

(f) When a Party considers that an Emergency has developed within the Notification Area, that Party will give Notification in accordance with this Agreement to the First Nations, Ontario, Canada and any Municipality the Emergency impacts.

Contents And Timing Of Notification

3.(a) Where a statute or regulation requires that notice be given to a Party regarding an activity referred to in this Agreement, 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 this Agreement, 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 this Agreement is required by statute or regulation, Notification under this Agreement will be given in the following manner: the notice 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 and (iii) indicate the name and address of a contact person to whom inquiries or responses should be directed; and:

(i) if a Party is giving Notification of an Emergency under Section 2(f), it will do so as soon as reasonably possible. The Notification will describe the nature of the Emergency and, if possible and appropriate, any subsequent activities that may be required to remedy the situation which gave rise to the Emergency;

(ii) if a Party is giving Notification of a completed purchase or sale under Section 2(a)(vi), 2(b)(iii), 2(c)(iii) or Schedule C, the Notification will consist of a copy of the relevant land registry document and will be given promptly after completion of the purchase transaction;

(iii) if a Party is giving Notification of a proposal to declare lands surplus under Section 2(a)(vii) or a proposal to sell lands under Section (c)(iii) or Schedule C, the Notification will describe the location of the lands; and

(iv) 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 this Agreement 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) All notices and Notifications required under this Agreement will be given in writing by ordinary mail or facsimile to:

Canada, at: Intergovernmental Affairs, Indian and Northern Affairs Canada P.O. Box 1960, Brantford, Ontario N3T 5W5 Telephone: 519-751-2060 Facsimile: 519-751-2666

GRCA, at: Chief Administrative Officer, P.O Box 729, 400 Clyde Road Cambridge, Ontario N1R 5W6 Telephone: 519-621-2761 Facsimile: 519-621-

4844

New Credit, at: Executive Director, R. R. #6, Hagersville, Ontario N0A 1H0
Telephone: 905-768-1133 Facsimile: 905-768-1225

Ontario, at: The Secretary Ontario Native Affairs Secretariat, 720 Bay Street, 4th
Floor, Toronto, Ontario M5G 2K1 Telephone: 416-326-4740 Facsimile: 416-326-
4017

Six Nations, at: The Manager, Eco-Centre, P.O. Box 5000, Ohsweken,
Ontario N0A 1M0 Telephone: 519-445-0330 Facsimile: 519-445-0242

Town of Dunnville, at: The Clerk, P.O. Box 187, Dunnville, Ontario N1A 2X5
Telephone: 905-774-7595 Facsimile: 905-774-4294

City of Brantford, at: The Clerk, 100 Wellington Street, Brantford, Ontario N3T
2M3 Telephone: 519-759-4150 Facsimile: 519-759-7840

Regional Municipality The Clerk of Haldimand-Norfolk, at: 70 Town Centre Drive
Townsend, Ontario N0A 1S0 Telephone: 519-587-4911 Facsimile: 519-587-5554

Town of Haldimand, at: The Clerk, 45 Munsee Street North, P.O. Box 400,
Cayuga, Ontario N0A 1E0 Telephone: 905-772-3324 Facsimile: 905-772-3542

Township of Onondaga, at: The Clerk Municipal Office, 734 Highway #54, R.R.
#7, Brantford, Ontario N3T 5L9 Telephone: 519-758-1143 Facsimile: 519-758-
1619

County of Brant, at: The Clerk, 1249 Colborne Street West Highway 53, Mt.
Vernon, P.O. Box 160, Burford, Ontario N0E 1A0 Telephone: 519-449-2451
Facsimile: 519-449-2454

Town of Paris, at: The Clerk, 66 Grand River Street North, Paris, Ontario N3L
2M2 Telephone: 519-442-6324 Facsimile: 519-442-3461

Township of Brantford, at: The Clerk Municipal Office, 80 Chatham Street,
Brantford, Ontario N3T 5T6 Telephone: 519-756-7470 Facsimile: 519-756-0662

Township of South The Clerk Dumfries, at: Township Office 13 Main Street
South St. George, Ontario N0E 1N0 Telephone: 519-448-1432 Facsimile: 519-
448-3105

(b) Each Party will designate in writing to the other Parties a change in address.

(c) Notices 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 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) Other municipalities or conservation authorities may become party 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 party to this Agreement. After such date, if the Party is a municipality it will be deemed to be a Municipality under this Agreement. If it is a conservation authority, after such date it will be deemed to be subject to the same obligations as the GRCA under this Agreement.

(b) Where a municipality gives notice pursuant to Section 6(a), the notice 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 to the municipality, 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.

(c) When a municipality becomes a Party: i) the Notification Area shall be amended to include the geographical area described in subclause 6(b) i); ii) the obligations of the municipality in relation to the other Parties shall be restricted to the matters identified by the municipality pursuant to subclause 6(b) iii); and iii) the obligations of the other Parties in relation to the municipality shall be restricted to the matters identified by the municipality pursuant to subclause 6(b) ii). (d) 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 in June and December 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) Unless the Parties agree otherwise, the meetings referred to in this Section will be convened and facilitated by the Indian Commission of Ontario.

(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.

Amendment Of This Agreement

8. Except as provided in Section 5(c), this Agreement 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.

(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 New Credit or their members; and, (ii) nothing in this Agreement will be construed to affect, derogate from or

abrogate the treaty, constitutional or other rights 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.

In witness whereof this Agreement has been signed by: On behalf of Six Nations of the Grand River by Chief Wellington Staats, On behalf of Mississaugas of the New Credit by Chief Carolyn King, On behalf of the Corporation of the City of Brantford by Mayor Chris Friel, On behalf of the Corporation of the Township of Brantford by Reeve Stephen Comisky, On behalf of the Corporation of the County of Brant by Warden John McCorkindale, On behalf of the Corporation of the Town of Dunnville by Mayor Lorraine Bergstrand, On behalf of the Corporation of the Town of Haldimand by Mayor Marie Trainer, On behalf of Her Majesty the Queen In Right of Canada by Minister Jane Stewart Indian & Northern Affairs Canada, On behalf of the Regional Municipality of Haldimand-Norfolk by Regional Chair John Harrison, On behalf of the Corporation of the Township of Onondaga by Reeve Mabel Dougherty, On behalf of Her Majesty the Queen In Right of Ontario by Hon. Charles A. Harnick Attorney General and Minister Responsible for Native Affairs, On behalf of the Corporation of the Township of South Dumfries by Reeve Ron Eddy, On behalf of the Grand River Conservation Authority by Chairman Peter Krause, On behalf of the Corporation of the Town of Paris by Mayor Jack Bawcutt

Email:

[Paul Sullivan](#), Intergovernmental Relations, Ontario Region, INAC.

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