

SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AGREEMENT made effective the first day of October 2015.

BETWEEN:

THE TOWN OF AMHERSTBURG	OF THE FIRST PART
- and -	
THE TOWN OF ESSEX	OF THE SECOND PART
- and -	
THE TOWN OF KINGSVILLE	OF THE THIRD PART
- and -	
THE TOWN OF LAKESHORE	OF THE FOURTH PART
- and -	
THE TOWN OF LASALLE	OF THE FIFTH PART
- and -	
THE MUNICIPALITY OF LEAMINGTON	OF THE SIXTH PART
- and -	
THE TOWNSHIP OF PELEE	OF THE SEVENTH PART
- and -	
THE TOWN OF TECUMSEH	OF THE EIGHT PART
- and -	
THE CORPORATION OF THE CITY OF WINDSOR	OF THE NINTH PART
(hereinafter individually referred to as a "Municipality" and cumulatively referred to as "the Municipalities")	
- and -	
THE ESSEX REGION CONSERVATION AUTHORITY	OF THE TENTH PART
(hereinafter called "the Authority")	

PREAMBLE:

WHEREAS this Agreement is being entered into pursuant to the *Clean Water Act, 2006* (hereinafter called the "Act") for the purpose of appointing the Authority as agent of the Municipalities with respect to the enforcement and jurisdictional rights under Part IV of the Act as part of implementation of the Essex Region Source Protection Plan.

And Whereas the Authority is a Source Protection Authority for purposes of the Act and of this Agreement;

And Whereas the Municipalities are located wholly or in part of the Essex Region Source Protection Region as set out in Ontario Regulation 284/07;

And Whereas the Municipalities agree to collaborate and allocate shared costs related to transfer of enforcement responsibilities under Part IV of the Act.

IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree as follows:

1.0 GENERAL

1.1 Source Protection Authority

Under section 4 of the *Act*, the Essex Region Conservation Authority (ERCA) serves as the Source Protection Authority for the Essex Region Source Protection Area. Ontario Regulation 284/07 under the *Act* designates the participating municipalities for ERCA when they act as the Source Protection Authority under the *Act*.

1.2 Part IV Requirements under the Act

The *Act* provides that a municipality is responsible for Part IV enforcement of Source Protection Plans. The *Act* further provides that a municipality may enter into an agreement for the enforcement of Part IV by a board of health, a planning board, or a Source Protection Authority.

The Municipalities hereby appoint the Essex Region Conservation Authority as sole agent of the Municipalities to carry out enforcement under Part IV of the Act within their respective Municipality.

1.3 Application

This Agreement shall be applicable to all lands located in the Municipalities that are subject to Part IV of the *Act*.

The Essex Region Conservation Authority hereby accepts the appointment and agrees to act as agent of the Municipalities for the duties and enforcement responsibilities of Part IV of the Act for those lands located within the Municipalities that are situated wholly or partially within the Essex Region Source Protection Region.

1.4 Duties

The Authority shall faithfully carry out its duties hereunder on a fee for service basis in accordance with the *Act*, the Essex Region Source Protection Plan (as amended from time to time), the Thames-Sydenham and Region Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.

2.0 DEFINITIONS

2.1 Definitions

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

In this Agreement:

“*Act*” means the Ontario *Clean Water Act, 2006*, as amended;

“*Activity*” includes an existing or future land use as defined by the *Act* that poses or has the potential to pose a significant risk to a source of drinking water;

“*Agreement*” means this document;

“*Parties*” means the Authority and the Municipalities;

“*Party*” means either the Authority or a Municipality

“*the Regulation*” means *Clean Water Act Regulation 287/07*

“*Risk Management Inspector*” means a Risk Management Inspector appointed under Part IV of the *Act*;

“*Risk Management Official*” means the Risk Management Official appointed under Part IV of the

Act;

“Source Protection Authority” means a Conservation Authority or other person or body that, under subsection 4 (2) or section 5 of the Act, is required to exercise and perform the powers and duties of a drinking water Source Protection Authority under the Act;

“Source Protection Plan” means a drinking water source protection plan prepared under the Act.

3.0 RESPONSIBILITIES

3.1 Responsibilities of the Authority

The Authority is responsible for all the powers and duties of an enforcement body under Part IV of the Act. The duties and powers **include but are not limited to** those listed in this Section.

The Authority shall:

- i. Appoint such Risk Management Officials and Risk Management Inspectors as are necessary for the enforcement of Part IV of the Act.
- ii. Provide mapping to the Municipalities and establish protocols in consultation with the Municipalities to ensure Part IV requirements are incorporated into the review of applications under the *Planning Act* and *Building Code Act*.
- iii. Review applications under the *Planning Act* and *Building Code Act* as deemed necessary under the protocols referred to in (ii) and issue notices with respect to restricted land use policies as contemplated by the Act prior to those applications proceeding.
- iv. Negotiate or, if negotiations fail, establish risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an Activity and at a location subject to the Act.
- v. Review and accept risk assessments under the Act.
- vi. Conduct inspections and use powers of entry on properties where reasonable and obtain inspection warrants from a court where required.
- vii. Issue orders and notices, prosecute any offences under Part IV of the Act and exercise any other powers set out under Part IV of the Act to ensure compliance with the Part IV policies in the Essex Region Source Protection Plan and/or the Thames-Sydenham and Region Source Protection Plan.
- viii. Maintain records in accordance with the Act and make records available to the public when required to do so and to the Municipalities upon request.
- ix. Prepare documentation and make provisions for Authority staff to attend Environmental Review Tribunal Hearings.
- x. Report annually on Activities as required under the Act and provide a copy of the annual report to the Municipalities.

3.2 Responsibilities of the Municipalities

The Municipalities shall adhere to agreed upon protocols (including circulating certain applications to the Risk Management Official) to ensure Part IV requirements are incorporated into the review of:

- i. building permit applications;
- ii. applications under provisions of the *Planning Act* that are prescribed in section 62 of the Regulation; and

iii. generally cooperate with and assist the Authority with the protection of safe drinking water.

3.3 Information and Data Sharing

To facilitate implementation of this Agreement:

- i. The Municipalities shall provide information and data required by the Authority to carry out its powers and duties under Part IV of the Act.
- ii. The Authority shall provide records related to its powers and duties under Part IV of the Act to the Municipalities, upon request. In the event of termination of this Agreement, records will be transferred to the respective Municipalities.

4.0 COSTS

4.1 Responsibility for Cost of Service Delivery

The Municipalities are responsible for the costs of the enforcement of Part IV of the Act. The Municipalities shall pay the Authority as per Schedule A of this Agreement.

4.2 Estimates and Accounting

The Authority attests that costs identified in Schedule A represent fair, consistent and reasonable estimates and allocations, and incorporate various assumptions that materially affect the identified costs. The identified costs will be for the purpose of cost recovery of the program included in this agreement, agreed to collectively with the Municipalities. The Authority shall keep accurate records, relating to expenses associated with this Agreement, in accordance with generally accepted accounting principles (GAAP). Should actual total costs result in significant differences from Schedule A, the Authority will consult with Municipalities as to appropriate treatment of any surplus or deficit as a result of this agreement.

4.3 Recovery of Extraordinary Costs

The Authority, through consultation with the Municipalities will recover from the Municipalities, costs incurred as a result of legal actions initiated by or against the Authority associated with executing its duties and powers under this Agreement and for costs associated with non-routine work including but not limited to enforcement orders, warrants, Environmental Review Tribunal Hearings and retention of third party experts. These costs are in addition to those outlined in Schedule A and are identified as 'extraordinary costs'. Any and all non-routine or extraordinary costs must receive prior written approval from the Municipality in which non-routine work occurs and such costs will not be unreasonably withheld by that Municipality.

5.0 OFFICIALS AND INSPECTORS

5.1 Appointment

The Authority will appoint such Risk Management Officials and Risk Management Inspectors as are necessary pursuant to subsection 48 (2) of the Act and shall issue a certificate of appointment to the Risk Management Officials and Risk Management Inspectors as per subsection 48 (3) of the Act.

5.2 Qualifications

The Risk Management Officials and Risk Management Inspectors will be qualified as prescribed by the Regulation.

6.0 LIABILITIES AND INSURANCE

6.1 Insurance

The Authority shall provide and maintain Commercial/Comprehensive General Liability insurance subject to limits of Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury,

death and damage to property including loss of use thereof.

The Authority shall provide and maintain Errors and Omissions insurance subject to limits of an annual aggregate of Five Million Dollars (\$5,000,000.00). Such insurance shall provide coverage for all errors and omissions made by the Authority, its officers, directors and employees in regard to the obligations of the Authority under this Agreement.

Such insurance shall be kept in force for the two years following termination of this Agreement.

Such insurance shall be in the name of the Authority and shall name the Municipalities as additional insured there under. Evidence of insurance satisfactory to the Municipalities shall be provided to the Municipalities prior to the commencement of work. The Authority shall annually provide the Municipalities with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

Should any additional insurance coverage be required as may be determined to by mutual agreement of the Parties, such coverage will be provided and maintained by the Authority. The costs of any additional insurance will be shared among the Parties.

6.2 Workplace Safety and Insurance Board (WSIB)

The Authority will maintain during the term of this Agreement coverage as required by the Workplace Safety and Insurance Act and shall provide upon request, verification of WSIB coverage.

6.3 Indemnification

The Municipalities agree to save harmless and indemnify the Authority, and its employees, agents, assigns, directors and officers (collectively, the Authority Indemnified Parties') from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to governmental inquiries, administrative or judicial proceedings, which the Authority Indemnified Parties, might suffer, have imposed on, or incur in connection with or arising out of: this Agreement; any enforcement duties or responsibilities; or otherwise in connection with the Act or any regulations thereunder.

The Authority agrees to save harmless and indemnify the Municipalities, and its employees, agents, assigns, directors and officers (collectively, the 'Municipal Indemnified Parties') from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to governmental inquiries, administrative or judicial proceedings, which the Municipal Indemnified Parties, might suffer, have imposed on, or incur in connection with or arising out of the Authority failing to perform its duties or responsibilities under this Agreement.

Notwithstanding this section 6.3, the Municipalities shall not save harmless and indemnify the 'Authority indemnified parties' from and against any losses, damages or expenses of every kind and nature whatsoever arising from [any willful misconduct or negligent acts of the Authority, the negligent performance of its duties and responsibilities under this Agreement or its breach of this Agreement.](#)

Notwithstanding this section 6.3, the Authority shall not save harmless and indemnify the 'indemnified parties' from and against any losses, damages or expenses of every kind and nature whatsoever arising from [any willful misconduct or negligent acts of the Municipalities, the negligent performance of its duties and responsibilities under this Agreement or its breach of this Agreement.](#)

7.0 TERM, RENEWAL, TERMINATION AND AMENDMENT OF AGREEMENT

7.1 Initial Term

This Agreement shall continue in force for a period of 3 years, commencing on the 1st day of October, 2015 and ending the 31st day of September, 2018.

7.2 Renewal

The Authority will initiate the renewal of the Agreement no later than 120 days prior to expiry of the term set out in Section 7.01

7.3 Withdrawal

Any Party to this Agreement may withdraw from the Agreement by delivering notice in writing to the Authority and the Municipalities, within 180 days prior to the expiry of the term set out in Section 7.1 in respect of which the withdrawing Municipality no longer wishes to participate in the Agreement.

If any party to this agreement withdraws, the Authority will advise the Ministry of Environment and Climate Change, in writing that it will no longer be carrying out enforcement under Part IV of the Act for that Municipality.

Notwithstanding this section 7.3, a) a Party who withdraws from this Agreement remains liable for all actions and matters which originate prior to the giving of Notice of Withdrawal and b) no Party shall withdraw from this Agreement until all amounts owing by the Party pursuant to this Agreement have been determined and paid or security provided therefore, including any costs incurred by the Authority and Municipalities as a result of the withdrawal.

7.4 Amendment

This Agreement may be amended by mutual agreement from time to time to reflect changes in programs, funding and personnel in both parties, or changes in provincial policy.

8.0 DEFAULT

8.1 Any monies owing by a Party shall be paid within 60 days Notice thereof to the Party. After 60 days, interest shall accrue on the amount owing at the rate of 10% per annum until paid. Default in payment for more than 120 days may, at the option of the Authority, result in termination by Notice in writing, within 30 days.

9.0 MISCELLANEOUS

9.1 Preamble

The preamble hereto shall be deemed to form an integral part hereof.

9.2 Instrument in Writing

This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

9.3 Assignment

This Agreement shall not be assignable by any Party.

9.4 Force Majeure

Any delay or failure of any party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent that, a delay or failure is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labour problems (including lock-outs, strikes and slow-downs) or court injunction or order.

9.5 Notices

Any notice, report or other communication required or permitted to be given hereunder shall be

in writing unless some other method of giving such notice, report or other communication is expressly accepted by the Party to whom it is given and shall be given by being delivered or mailed to the following addresses of the Parties respectively:

To the Authority:

Richard J.H. Wyma, General Manager / Secretary-Treasurer
Essex Region Conservation Authority
360 Fairview Avenue West
Suite 311
Essex, ON N8M 1Y6

To the Town of Amherstburg:

271 Sandwich Street South
Amherstburg, ON N9V 2A5
Attention: Municipal Clerk / Chief Administrative Officer

To the Town of Essex

33 Talbot Street South
Essex, ON N8M 1A8
Attention: Municipal Clerk / Chief Administrative Officer

To the Town of Kingsville

2021 Division Road North
Kingsville, ON N9Y 2Y9
Attention: Municipal Clerk / Chief Administrative Officer

To the Town of Lakeshore

419 Notre Dame Street
PO Box 580
Belle River, ON N0R 1A0
Attention: Municipal Clerk / Chief Administrative Officer

To the Town of LaSalle

5950 Malden Road
LaSalle, ON N9H 1S4
Attention: Municipal Clerk / Chief Administrative Officer

To the Municipality of Leamington

111 Erie Street North
Leamington, ON N8H 2Z9
Attention: Municipal Clerk / Chief Administrative Officer

To the Township of Pelee

1045 West Shore Road
Pelee Island, ON N0R 1M0
Attention: Municipal Clerk / Chief Administrative Officer

To the Town of Tecumseh

917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Municipal Clerk / Chief Administrative Officer

To the Corporation of the City of Windsor

350 City Hall Square
Windsor, ON N9A 6S1
Attention: Municipal Clerk / Chief Administrative Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Any Party may at any time give notice in writing to another Party of the change of its address for the purpose of this Agreement.

9.6 Headings

The Section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

9.7 Governing Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

9.8 Execution of Agreement; Counterparts; Electronic Signatures

- I. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
- II. The exchange of copies of this Agreement and of signature pages by electronic transmission in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

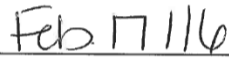
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

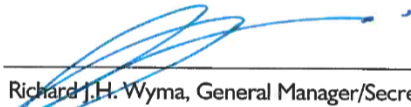
ESSEX REGION CONSERVATION AUTHORITY



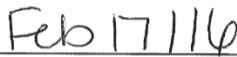
 Ed Sleiman, Chair, Essex Region Conservation Authority



 Date



 Richard J.H. Wyma, General Manager/Secretary-Treasurer
 I/We have authority to bind the Essex Region Conservation Authority.



 Date

TOWN OF AMHERSTBURG

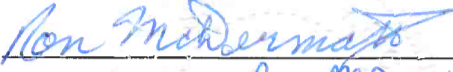
 Signature/Name/Title

 Date


 Signature/Name/Title
 I/We have authority to bind the Town of Amherstburg.

 Date

TOWN OF ESSEX


Signature/Name/Title *Ron McDermott, Mayor*

November 9, 2015
Date


Signature/Name/Title *Cheryl Bandy, Clerk*
I/We have authority to bind the Town of Essex.

November 9, 2015
Date

TOWN OF KINGSVILLE

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the Municipality of Leamington.


TOWN OF ESSEX

Signature/Name/Title Date

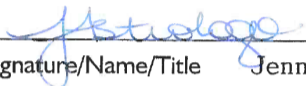
Signature/Name/Title Date

I/We have authority to bind the Town of Essex.

TOWN OF KINGSVILLE



Signature/Name/Title Nelson Santos, Mayor Date November 23, 2015



Signature/Name/Title Jennifer Astrologo, Clerk Date November 23, 2015

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Municipality of Leamington.

TOWN OF ESSEX

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Essex.

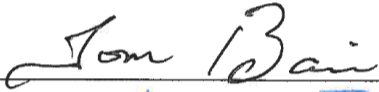
TOWN OF KINGSVILLE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE



Signature/Name/Title *Mayor - Tom Bain* Date *Nov 23 / 2015*



Signature/Name/Title *Clerk - Mary Masse* Date *Nov 23 / 2015*

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Municipality of Leamington.

TOWN OF ESSEX

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Essex.

TOWN OF KINGSVILLE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Signature/Name/Title Date

[Handwritten Signature]

Nov. 10/15

KEN ANTIKYA, MAYOR

Signature/Name/Title Date

[Handwritten Signature]

Nov. 6/15

BRENDA ANDREATTA, CLERK

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Municipality of Leamington.

TOWN OF KINGSVILLE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

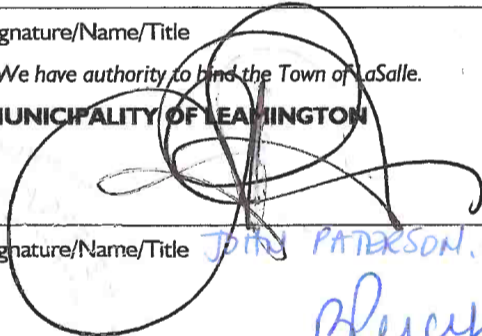
Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of LaSalle.

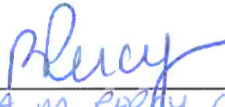
MUNICIPALITY OF LEAMINGTON

Signature/Name/Title Date



January 27, 2016

Signature/Name/Title Date



January 27, 2016

I/We have authority to bind the Municipality of Leamington.

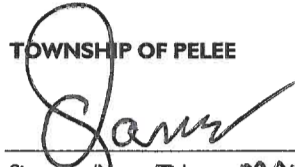
TOWNSHIP OF PELEE

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Township of Pelee.

TOWNSHIP OF PELEE



Signature/Name/Title **MAYOR**

11/10/15

Date



Signature/Name/Title

11/18/15

Date

I/We have authority to bind the Township of Pelee.

TOWN OF TECUMSEH

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the Town of Tecumseh.

THE CORPORATION OF THE CITY OF WINDSOR

Signature/Name/Title

Date

Signature/Name/Title

Date

I/We have authority to bind the City of Windsor.

SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AGREEMENT made effective the first day of October 2015.

BETWEEN:

THE MUNICIPALITY OF CHATHAM-KENT

OF THE FIRST PART

(hereinafter individually referred to as “the Municipality”)

- and -

THE ESSEX REGION CONSERVATION AUTHORITY

OF THE SECOND PART

(hereinafter called "the Authority")

PREAMBLE:

WHEREAS this Agreement is being entered into pursuant to the *Clean Water Act, 2006* (hereinafter called the “Act”) for the purpose of appointing the Authority as agent of the Municipality with respect to the enforcement and jurisdictional rights under Part IV of the Act as part of implementation of the Essex Region Source Protection Plan and the Thames Sydenham and Region Source Protection Plan.

And Whereas the Authority is a Source Protection Authority for purposes of the Act and of this Agreement;

And Whereas the Municipality is located wholly or in part of the Essex Region Source Protection Region or the Thames Sydenham and Region Source Protection Region as set out in Ontario Regulation 284/07;

And Whereas the Municipality agrees to collaborate and accept allocated costs related to transfer of enforcement responsibilities under Part IV of the Act .

IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree as follows:

1.0 GENERAL

1.1 Source Protection Authority

Under section 4 of the Act, the Essex Region Conservation Authority (ERCA) serves as the Source Protection Authority for the Essex Region Source Protection Area. Ontario Regulation 284/07 under the Act designates the participating municipalities for ERCA when they act as the Source Protection Authority under the Act.

1.2 Part IV Requirements under the Act

The Act provides that a municipality is responsible for Part IV enforcement of Source Protection Plans. The Act further provides that a municipality may enter into an agreement for the enforcement of Part IV by a board of health, a planning board, or a Source Protection Authority.

The Municipality hereby appoints the Essex Region Conservation Authority as an agent of the Municipality to carry out enforcement under Part IV of the Act for the Stoney Point and Wheatley Intakes for the purposes of the Essex Region and Thames Sydenham and Region Source Protection Plans

1.3 Application

This Agreement shall be applicable to all lands located in the Municipality that are subject to Part IV of the Act for the Stoney Point and Wheatley intakes.

The Essex Region Conservation Authority hereby accepts the appointment and agrees to act as agent of the Municipality for the duties and enforcement responsibilities of Part IV of the Act for those lands located within the Municipality that are situated wholly or partially within the Essex Region Source Protection Region or the Thames-Sydenham and Region Source Protection Region and are subject to policies for the Stoney Point and Wheatley Intakes.

1.4 Duties

The Authority shall faithfully carry out its duties hereunder on a fee for service basis in accordance with the Act, the Essex Region Source Protection Plan (as amended from time to time), the Thames-Sydenham and Region Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.

2.0 DEFINITIONS

2.1 Definitions

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

In this Agreement:

“Act” means the Ontario *Clean Water Act, 2006*, as amended;

“Activity” means anything or any undertaking, including a land use, as defined by the Act that poses or has the potential to pose a significant risk to a source of drinking water;

“Agreement” means this document;

“Parties” means the Authority and the Municipality;

“Party” means either the Authority or the Municipality

“the Regulation” means *Clean Water Act Regulation 287/07*

“Risk Management Inspector” means a Risk Management Inspector appointed under Part IV of the Act;

“Risk Management Official” means the Risk Management Official appointed under Part IV of the Act;

“Source Protection Authority” means a Conservation Authority or other person or body that, under subsection 4 (2) or section 5 of the Act, is required to exercise and perform the powers and duties of a drinking water Source Protection Authority under the Act;

“Source Protection Plan” means a drinking water source protection plan prepared under the Act.

3.0 RESPONSIBILITIES

3.1 Responsibilities of the Authority

The Authority is responsible for all the powers and duties of an enforcement body under Part IV of the Act. The duties and powers **include but are not limited to** those listed in this Section.

The Authority shall:

- i. Appoint such Risk Management Officials and Risk Management Inspectors as are necessary for the enforcement of Part IV of the Act.
- ii. Provide mapping to the Municipality and establish protocols in consultation with the Municipality to ensure Part IV requirements are incorporated into the review of applications

under the *Planning Act* and *Building Code Act*.

- iii. Review applications under the *Planning Act* and *Building Code Act* as deemed necessary under the protocols referred to in (ii) and issue notices with respect to restricted land use policies as contemplated by the *Act* prior to those applications proceeding.
- iv. Negotiate or, if negotiations fail, establish risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an Activity and at a location subject to the *Act*.
- v. Review and accept risk assessments under the *Act*.
- vi. Conduct inspections and use powers of entry on properties where reasonable and obtain inspection warrants from a court where required, which includes ongoing monitoring of properties within the Event Based Areas for the Stoney Point and Wheatley intakes in the municipality of Chatham-Kent.
- vii. Issue orders and notices, prosecute any offences under Part IV of the *Act* and exercise any other powers set out under Part IV of the *Act* to ensure compliance with the Part IV policies in the Essex Region Source Protection Plan and/or the Thames-Sydenham and Region Source Protection Plan.
- viii. Maintain records in accordance with the *Act* and make records available to the public when required to do so and to the Municipalities upon request.
- ix. Prepare documentation and make provisions for Authority staff to attend Environmental Review Tribunal Hearings.
- x. Report annually on Activities as required under the *Act* and provide a copy of the annual report to the Municipalities.

3.2 Responsibilities of the Municipality

The Municipality shall adhere to agreed upon protocols (including circulating certain applications to the Risk Management Official) to ensure Part IV requirements are incorporated into the review of:

- i. building permit applications;
- ii. applications under provisions of the *Planning Act* that are prescribed in section 62 of the *Regulation*; and
- iii. generally cooperate with and assist the Authority with the protection of safe drinking water.

3.3 Information and Data Sharing

To facilitate implementation of this Agreement:

- i. The Municipality shall provide information and data required by the Authority to carry out its powers and duties under Part IV of the *Act*.
- ii. The Authority shall provide records related to its powers and duties under Part IV of the *Act* to the Municipality, upon request. In the event of termination of this Agreement, records will be transferred to the Municipality.

4.0 COSTS

4.1 Responsibility for Cost of Service Delivery

The Municipality is responsible for the costs of the enforcement of Part IV of the Act. The Municipality shall pay the Authority as per Schedule A of this Agreement.

4.2 Estimates and Accounting

The Authority attests that costs identified in Schedule A represent fair, consistent and reasonable estimates and allocations, and incorporate various assumptions that materially affect the identified costs. The Authority shall keep accurate records, relating to expenses associated with this Agreement, in accordance with generally accepted accounting principles (GAAP). Should actual total costs result in significant differences from Schedule A, the Authority will consult with the Municipality as to appropriate treatment of any surplus or deficit as a result of this Agreement. The Authority shall monitor the costs and shall advise the Municipality when it is projected that actual costs will exceed the estimate in Schedule A. The Parties will discuss to determine how to manage the projected overage.

4.3 Recovery of Non-Routine Costs

The Authority will notify the Municipality of any legal actions initiated by or against the Authority associated with executing its duties and powers under this Agreement; and identify estimated costs associated with non-routine work including, but not limited to: enforcement orders, warrants, Environmental Review Tribunal Hearings and retention of third party experts. These costs are in addition to those outlined in Schedule A and will be recovered from the Municipality in which the non-routine work occurs.

5.0 OFFICIALS AND INSPECTORS

5.1 Appointment

The Authority will appoint such Risk Management Officials and Risk Management Inspectors as are necessary pursuant to subsection 48 (2) of the Act and shall issue a certificate of appointment to the Risk Management Officials and Risk Management Inspectors as per subsection 48 (3) of the Act.

5.2 Qualifications

The Risk Management Officials and Risk Management Inspectors will be qualified as prescribed by the Regulation.

6.0 LIABILITIES AND INSURANCE

6.1 Insurance

The Authority shall provide and maintain Commercial/Comprehensive General Liability insurance subject to limits of Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Authority shall provide and maintain Errors and Omissions insurance subject to limits of an annual aggregate of Five Million Dollars (\$5,000,000.00). Such insurance shall provide coverage for all errors and omissions made by the Authority, its officers, directors and employees in regard to the obligations of the Authority under this Agreement.

Such insurance shall be kept in force for the two years following termination of this Agreement.

Such insurance shall be in the name of the Authority and shall name the Municipality as additional insured there under. Evidence of insurance satisfactory to the Municipality shall be provided to the Municipality prior to the commencement of work. The Authority shall annually provide the Municipality with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

Should any additional insurance coverage be required as may be mutually agreed to , such coverage will be provided and maintained by the Authority and recovered as an allocated cost, in accordance with this agreement.

6.2 Workplace Safety and Insurance Board (WSIB)

The Authority will maintain during the term of this Agreement, coverage as required by the Workplace Safety and Insurance Act and shall provide upon request, verification of WSIB coverage.

6.3 Indemnification

The Municipality agrees to save harmless and indemnify the Authority, and its employees, agents, assigns, directors and officers (collectively, the 'Authority Indemnified Parties') from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to, governmental inquiries or administrative or judicial proceedings, which the Authority Indemnified Parties might suffer, have imposed on, or incur in connection with or arising out of: this Agreement; any enforcement duties or responsibilities; or otherwise in connection with the Act or any regulations thereunder.

The Authority agrees to save harmless and indemnify the Municipality, and its employees, agents, assigns, directors and officers (collectively, the 'Municipal Indemnified Parties') from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to, governmental inquiries or administrative or judicial proceedings, which the Municipal Indemnified Parties might suffer, have imposed on, or incur in connection with or arising out of the Authority failing to perform its duties or responsibilities under this Agreement.

Notwithstanding this section 6.3, the Municipality shall not save harmless and indemnify the 'Authority Indemnified Parties' from and against any losses, damages or expenses of every kind and nature whatsoever arising from any willful misconduct or negligent acts of the Authority, the negligent performance of its duties and responsibilities under this Agreement or its breach of this Agreement.

Notwithstanding this section 6.3, the Authority shall not save harmless and indemnify the 'Municipal Indemnified Parties' from and against any losses, damages or expenses of every kind and nature whatsoever arising from any willful misconduct or negligent acts of the Municipality, the negligent performance of its duties and responsibilities under this Agreement or its breach of this Agreement.

7.0 TERM, RENEWAL, TERMINATION AND AMENDMENT OF AGREEMENT

7.1 Initial Term

This Agreement shall continue in force for a period of 3 years, commencing on the 1st day of October, 2015 and ending the 31st day of September, 2018.

7.2 Renewal

The Authority will initiate the renewal of the Agreement no later than 120 days prior to expiry of the term set out in Section 7.01

7.3 Withdrawal

The Municipality may withdraw from the Agreement by delivering notice in writing to the Authority, within 180 days prior to the expiry of the term set out in Section 7.1 in respect of which the withdrawing Municipality no longer wishes to participate in the Agreement. Notwithstanding this section 7.3, the Municipality a) remains liable for all actions and matters which originate prior to the giving of Notice of Withdrawal and b) shall not withdraw from this Agreement until all amounts owing by the Municipality pursuant to this Agreement have been determined and paid or security provided therefore, including any costs incurred by the Authority and Municipality as a result of the

withdrawal.

If the Municipality withdraws, the Authority will advise the Ministry of Environment and Climate Change, in writing that it will no longer be carrying out enforcement under Part IV of the Act for the Municipality.

7.4 Amendment

This Agreement may be amended by mutual agreement from time to time to reflect changes in programs, funding and personnel in either Party, or changes in provincial policy.

8.0 DEFAULT

8.1 Any monies owing by the Municipality shall be paid within 60 days Notice thereof to the Party. After 60 days, interest shall accrue on the amount owing at the rate of 10% per annum until paid. Default in payment for more than 120 days may, at the option of the Authority, result in termination by providing 30 days notice in writing.

9.0 MISCELLANEOUS

9.1 Preamble

The preamble hereto shall be deemed to form an integral part hereof.

9.2 Instrument in Writing

This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the Parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

9.3 Assignment

This Agreement shall not be assignable by any Party.

9.4 Force Majeure

Any delay or failure of any Party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent that, a delay or failure is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labour problems (including lock-outs, strikes and slow-downs) or court injunction or order.

9.5 Notices

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the Party to whom it is given and shall be given by being delivered or mailed to the following addresses of the Parties respectively:

To the Authority:

Richard J.H. Wyma, General Manager / Secretary-Treasurer
Essex Region Conservation Authority
360 Fairview Avenue West
Suite 311
Essex, ON N8M 1Y6

To the Municipality of Chatham-Kent

315 King Street West
Chatham, ON N7M 5K8

Attention: Chief Legal Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such Party, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Any Party may at any time give notice in writing to another Party of the change of its address for the purpose of this Agreement.

9.6 Headings

The Section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

9.7 Governing Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

9.8 Execution of Agreement; Electronic Signatures

- I. The exchange of copies of this Agreement and of signature pages by electronic transmission in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

ESSEX REGION CONSERVATION AUTHORITY



 Ed Sleiman, Chair, Essex Region Conservation Authority

June 6/16

 Date



 Richard J.H. Wyma, General Manager/Secretary-Treasurer
 I/We have authority to bind the Essex Region Conservation Authority.

May 20/2016.

 Date


MUNICIPALITY OF CHATHAM-KENT



 Signature/Name/Title Randy R. Hope - Mayor

June 21, 2016

 Date



 Signature/Name/Title Judy Smith - Clerk
 I/We have authority to bind the Municipality of Chatham-Kent.

June 22, 2016

 Date

Memorandum of Understanding

BETWEEN:

THE ESSEX REGION CONSERVATION AUTHORITY
(hereinafter referred to as the "Authority")

OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF LEAMINGTON
(hereinafter referred to as "the Municipality")

OF THE SECOND PART

WHEREAS the Authority entered into a Source Protection Plan Part IV Enforcement Transfer Agreement with Leamington together with certain other municipalities effective the 1st day of October, 2015 (the "Transfer Agreement");

AND WHEREAS section 1.3 of the Transfer Agreement contemplates that the Authority accepts the appointment and agrees to act as agent of the Municipality for the duties and enforcement responsibilities of Part IV of the *Act* for those lands located within the Municipality that are situated wholly or partially within the Essex Region Source Protection Region


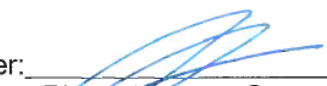
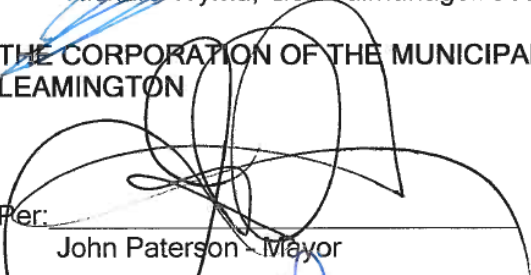
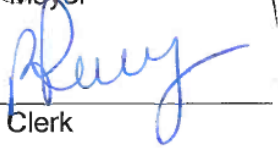
AND WHEREAS the Authority and the Municipality wish to further clarify the provisions of section 1.3 relating to the area to which this agreement applies

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Authority will act as agent of the Municipality for the duties and enforcement responsibilities of Part IV of the *Act* for those lands located within the Municipality that are situated wholly or partially within the Essex Region Source Protection Region or the Thames-Sydenham and Region Source Protection Region

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their signatures

and corporate seals attested to by the hands of their proper officers duly authorized.

) THE ESSEX REGION CONSERVATION AUTHORITY
)
)
) Per: 
) Ed Sleiman, Chair
)
)
) Per: 
) Richard Wyma, General Manager/Secretary-Treasurer
)
) THE CORPORATION OF THE MUNICIPALITY OF
) LEAMINGTON
)
) Per: 
) John Paterson - Mayor
)
) Per: 
) Brenda Percy - Clerk



This Agreement made in triplicate as of the _____ day of January, 2016

BETWEEN:

THE ESSEX REGION CONSERVATION AUTHORITY
(hereinafter referred to as the "Authority")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF TECUMSEH
(hereinafter referred to as "Tecumseh")

OF THE SECOND PART

WHEREAS the Authority entered into a Source Protection Plan Part IV Enforcement Transfer Agreement with Tecumseh together with certain other municipalities effective the 1st day of October, 2015 (the "Transfer Agreement");

AND WHEREAS section 4.3 of the Transfer Agreement contemplates that the Authority may retain external parties in connection with legal actions initiated by or against the Authority associated with executing its duties and powers under the Transfer Agreement and that such external parties may include, but are not limited to, legal counsel and third party experts ("External Parties");

AND WHEREAS section 4.3 of the Transfer Agreement indicates that the Authority will notify a relevant municipality of such legal actions and identify estimated costs of the same which costs will be recovered from that municipality;

AND WHEREAS the Authority and Tecumseh wish to further clarify the provisions of section 4.3 relating to the retaining of External Parties as that section 4.3 relates to Tecumseh;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AMENDMENT 2018

SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AMENDMENT 2018 made effective the first day of October, 2018.

BETWEEN:

THE TOWN OF AMHERSTBURG	OF THE FIRST PART
- and -	
THE TOWN OF ESSEX	OF THE SECOND PART
- and -	
THE TOWN OF KINGSVILLE	OF THE THIRD PART
- and -	
THE TOWN OF LAKESHORE	OF THE FOURTH PART
- and -	
THE TOWN OF LASALLE	OF THE FIFTH PART
- and -	
THE MUNICIPALITY OF LEAMINGTON	OF THE SIXTH PART
- and -	
THE TOWNSHIP OF PELEE	OF THE SEVENTH PART
- and -	
THE TOWN OF TECUMSEH	OF THE EIGHT PART
- and -	
THE CORPORATION OF THE CITY OF WINDSOR	OF THE NINTH PART
- and -	
THE MUNICIPALITY OF CHATHAM-KENT	OF THE TENTH PART
(hereinafter individually referred to as a "Municipality" and cumulatively referred to as "the Municipalities")	
- and -	
THE ESSEX REGION CONSERVATION AUTHORITY	OF THE ELEVENTH PART
(hereinafter called "the Authority")	

WHEREAS the Parties, save and except the Municipality of Chatham-Kent, entered into an agreement dated as of October 1, 2015 for the purpose of developing and implementing a joint program for the enforcement and jurisdictional rights under Part IV of the *Clean Water Act* (the "Majority Agreement"); and

WHEREAS the Corporation of the Municipality of Leamington and the Essex Region Conservation Authority entered into an amending agreement dated January 25, 2016, the "Leamington Amendment"; and

WHEREAS the Town of Tecumseh and the Essex Region Conservation Authority entered into an amending agreement dated January 2016, the "Tecumseh Amendment"; and

WHEREAS The Essex Region Conservation Authority and the Municipality of Chatham-Kent entered into an agreement dated as of October 1, 2015 on similar terms and conditions as the

agreement with the other parties (the "Chatham-Kent Agreement"); and

WHEREAS pursuant to Section 7.2 of the Majority Agreement and the Chatham-Kent Agreement, the Authority can initiate a renewal of each agreement no later than 120 days prior to expiry of the term set out in Section 7.1; and

WHEREAS pursuant to Section 7.4 of the Majority Agreement and the Chatham-Kent Agreement, amendments may only be made by mutual agreement;

NOW THEREFORE in consideration of the contractual relationship between the Authority and the Municipalities referred to above and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by all Parties, the Authority and the Municipalities hereby acknowledge, agree and undertake as follows:

1. The Municipality of Chatham-Kent agrees to be bound by the terms of the Majority Agreement and the amends thereto stated herein
2. The Majority Agreement subject to the Leamington Amendment and the Tecumseh Amendment, is amended as follows:
 - a. The Municipality of Chatham-Kent is added as a party of the Majority Agreement.
 - b. This Amendment 2018 shall amend the Majority Agreement having an effective date of October 1, 2018 and shall extend the Majority Agreement for a period of 3 years and 3 months, ending the 31st day of December 2021.
 - c. The Thames-Sydenham and Region Source Protection Region is added to Section 1.3 so that the Authority will act as agent of the Municipality for the duties and enforcement responsibilities of Part IV of the Act for those lands located within the Municipality that are situated wholly or partially within the Essex Region Source Protection Region or the Thames-Sydenham and Region Source Protection Region
 - d. To the list of addresses in Section 9.5, the following is added:

To the Municipality of Chatham-Kent:

315 King Street West
 Chatham, ON N7M 5K8
 Attention: Chief Legal Officer

- e. Schedule "A" (cost estimates and accounting), as set out in the Majority Agreement are deleted in their entirety and replaced with the following:


Schedule A: Cost Estimates and Accounting			
Municipality	Shared Costs	Direct Costs	Total Costs
Amherstburg	\$7,789	\$1,879	\$9,668
Town of Essex	\$9,110	\$4,367	\$13,477
Kingsville	\$16,505	\$18,293	\$34,798
Lakeshore	\$9,817	\$5,699	\$15,516
Lasalle	\$7,504	\$1,343	\$8,847
Leamington	\$29,687	\$43,112	\$72,799
Pelee	\$6,996	\$386	\$7,382
Tecumseh	\$7,912	\$2,112	\$10,024
Windsor	\$9,429	\$4,969	\$14,398
Chatham-Kent	\$8,427	\$3,082	\$11,509
TOTAL	\$113,176	\$85,242	\$198,418

3. All other terms and conditions of the Majority Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment 2018.

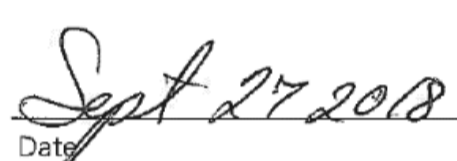
4. Execution of Agreement; Counterparts; Electronic Signatures

- a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
- b. The exchange of copies of this Agreement and of signature pages by electronic transmission in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

ESSEX REGION CONSERVATION AUTHORITY



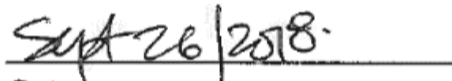
Rick Fryer, Chair, Essex Region Conservation Authority



Date



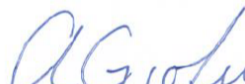
Richard J.H. Wyma, General Manager/Secretary-Treasurer



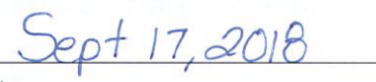
Date

I/We have authority to bind the Essex Region Conservation Authority.

TOWN OF AMHERSTBURG



Signature/Name/Title ANTONIETTA GIOFU
DIRECTOR OF ENGINEERING + PUBLIC WORKS



Date



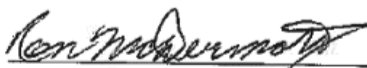
Signature/Name/Title



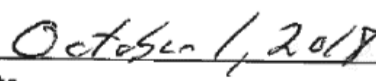
Date

I/We have authority to bind the Town of Amherstburg.

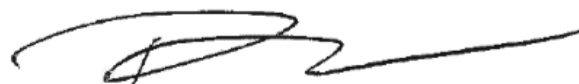
TOWN OF ESSEX



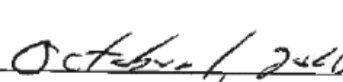
Signature/Name/Title Ron McBeath, Mayor



Date



Signature/Name/Title Robert W. Auer, Clerk



Date

I/We have authority to bind the Town of Essex.

TOWN OF KINGSVILLE


Signature/Name/Title Nelson Santos, Mayor

September 26, 2018
Date


Signature/Name/Title Jennifer Astrologo, Clerk
I/We have authority to bind the Town of Kingsville.

September 26, 2018
Date

TOWN OF LAKESHORE



Signature/Name/Title

Oct 10 / 18
Date

 Director legislative +
Signature/Name/Title Legal Services
I/We have authority to bind the Town of Lakeshore.

Oct. 10 / 18
Date

TOWN OF LASALLE


Signature/Name/Title Dale Langlois / Director of Finance

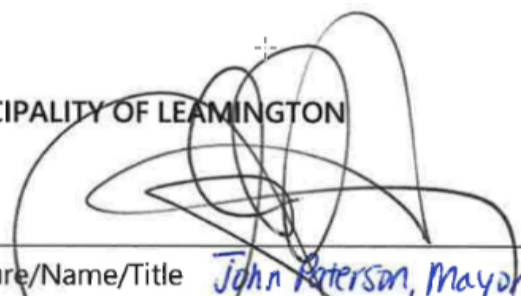
9/7/2018
Date


Signature/Name/Title Kevin Miller / CAO

9/7/2018
Date

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON


Signature/Name/Title John Peterson, Mayor

September 25, 2018
Date


Signature/Name/Title Brenda M. Percy, Clerk
I/We have authority to bind the Municipality of Leamington.

September 25, 2018
Date

TOWNSHIP OF PELEE

DAVE DELELLIS DEPUTY MAYOR Sept 24/18
Signature/Name/Title Date

MICHELLE FELTZ TREASURER/ACTING CLERK 2018-09-24
Signature/Name/Title Date

I/We have authority to bind the Township of Pelee.

TOWN OF TECUMSEH

GARY McNAMARA Mayor Oct 15, 2018
Signature/Name/Title Date

Kim M... Oct 15, 2018
Signature/Name/Title Date

I/We have authority to bind the Town of Tecumseh.

THE CORPORATION OF THE CITY OF WINDSOR

Valerie Cretchley Sept 21/18
Signature/Name/Title Date
VALERIE CRITCHLEY
CITY CLERK

GIORGIO COLUCCI C.A.O. 9/27/18
Signature/Name/Title Date

I/We have authority to bind the City of Windsor.

Authority
CAO 4739
Approved
as to Technical
Content
City Engineer

MD
Authority
CAO 4739
Approved
as to Financial
Content
City Treasurer

MUNICIPALITY OF CHATHAM-KENT

David Taylor Sept 17/18
Signature/Name/Title Date
David Taylor, Acting GM, CD

Signature/Name/Title Date
I/We have authority to bind the Municipality of Chatham-Kent.

Authority
CAO 4739
Approved
As To Form
Legal Counsel

AMENDMENT NO.2

SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AMENDMENT NO.2 made effective the first day of January, 2022.

BETWEEN:

THE TOWN OF AMHERSTBURG	OF THE FIRST PART
- and -	
THE TOWN OF ESSEX	OF THE SECOND PART
- and -	
THE TOWN OF KINGSVILLE	OF THE THIRD PART
- and -	
THE TOWN OF LAKESHORE	OF THE FOURTH PART
- and -	
THE TOWN OF LASALLE	OF THE FIFTH PART
- and -	
THE MUNICIPALITY OF LEAMINGTON	OF THE SIXTH PART
- and -	
THE TOWNSHIP OF PELEE	OF THE SEVENTH PART
- and -	
THE TOWN OF TECUMSEH	OF THE EIGHT PART
- and -	
THE CORPORATION OF THE CITY OF WINDSOR	OF THE NINTH PART
- and -	
THE MUNICIPALITY OF CHATHAM-KENT	OF THE TENTH PART
(hereinafter individually referred to as a "Municipality" and cumulatively referred to as "the Municipalities")	
- and -	
THE ESSEX REGION CONSERVATION AUTHORITY	OF THE ELEVENTH PART
(hereinafter called "the Authority")	

WHEREAS the Parties, save and except the Municipality of Chatham-Kent, entered into an agreement dated as of October 1, 2015 for the purpose of developing and implementing a joint program for the enforcement and jurisdictional rights under Part IV of the *Clean Water Act* (the "Majority Agreement"); and

WHEREAS the Corporation of the Municipality of Leamington and the Essex Region Conservation Authority entered into an amended agreement dated January 26, 2016; and

WHEREAS the Town of Tecumseh and the Essex Region Conservation Authority entered into an amended agreement dated January 2016; and

WHEREAS The Essex Region Conservation Authority and the Municipality of Chatham-Kent entered into an agreement dated as of October 1, 2015 on similar terms and conditions as the agreement with the other parties (the "Chatham-Kent Agreement"); and

WHEREAS pursuant to Section 7.2 of the Majority Agreement and the Chatham-Kent Agreement, the Authority can initiate a renewal of each agreement no later than 120 days prior to expiry of the term set out in Section 7.1; and

WHEREAS pursuant to Section 7.4 of the Majority Agreement and the Chatham-Kent Agreement, amendments may only be made by mutual agreement; and

WHEREAS the Parties entered into an amended agreement dated as of October 1, 2018 for the purpose of extending all previous agreements; and

WHEREAS the Municipality of Chatham-Kent was added as a party of the Majority Agreement at the time of signing the amended agreement

NOW THEREFORE in consideration of the contractual relationship between the Authority and the Municipalities referred to above and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by all Parties, the Authority and the Municipalities hereby acknowledge, agree and undertake as follows:

1. The Majority Agreement is amended as follows:
 - a. This Amendment No. 2 shall amend the Majority Agreement having an effective date of January 1, 2022 and shall extend the Majority Agreement for a period of 3 years, ending the 31st day of December 2024.
 - b. Schedule "A" (cost estimates and accounting), as set out in the Majority Agreement are deleted in their entirety and replaced with the following:

Municipality	Shared Costs	Direct Costs	Total Costs
Amherstburg	\$4,600.00	\$2,500.00	\$7,100.00
Town of Essex	\$3,800.00	\$2,100.00	\$5,900.00
Kingsville	\$9,600.00	\$5,100.00	\$14,700.00
Lakeshore	\$4,000.00	\$2,900.00	\$6,900.00
Lasalle	\$2,100.00	\$2,000.00	\$4,100.00
Leamington	\$14,500.00	\$17,000.00	\$31,500.00
Pelee	\$2,400.00	\$1,900.00	\$4,300.00
Tecumseh	\$2,100.00	\$1,900.00	\$4,000.00
Windsor	\$3,400.00	\$3,800.00	\$7,200.00
Chatham-Kent	\$5,000.00	\$3,800.00	\$8,800.00
TOTAL	\$51,500	\$43,000	\$94,500

2. All other terms and conditions of the Majority Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment No. 2.

4. Execution of Agreement; Counterparts; Electronic Signatures

- a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
- b. The exchange of copies of this Agreement and of signature pages by electronic transmission in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a

document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

ESSEX REGION CONSERVATION AUTHORITY



Tania Jobin, Chair, Essex Region Conservation Authority

Date: January 4, 2022



Tim Byrne, General Manager/Secretary-Treasurer Date: January 4, 2022 *I/We have authority to bind the Essex Region Conservation Authority.*

TOWN OF AMHERSTBURG



Signature/Name/Title

10 Jan 22
Date

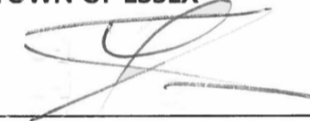


Signature/Name/Title

Jan 10/22.
Date

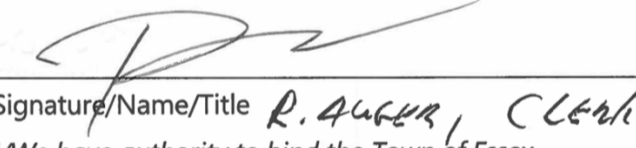
I/We have authority to bind the Town of Amherstburg.

TOWN OF ESSEX



Signature/Name/Title LARRY SMITH, Mayor

November 15/2021
Date N

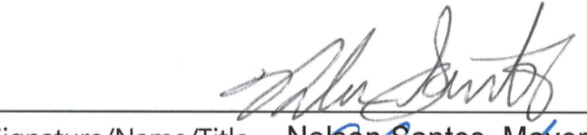


Signature/Name/Title R. AUGER, Clerk

November 15/2021
Date

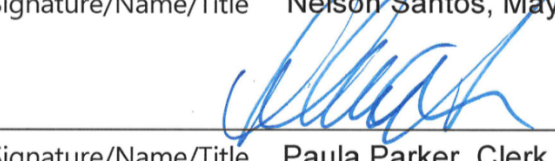
I/We have authority to bind the Town of Essex.

TOWN OF KINGSVILLE



Signature/Name/Title Nelson Santos, Mayor

January 10, 2022
Date



Signature/Name/Title Paula Parker, Clerk

January 10/22
Date

I/We have authority to bind the Town of Kingsville.

Signature/Name/Title

Date

I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

A. Bain
Signature/Name/Title

Jan. 28 / 22
Date

Tom Bain, Mayor
Signature/Name/Title

Jan. 31 / 22
Date

Kristen Newman, Clerk
Signature/Name/Title

Jan. 31 / 22
Date

I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Marc Bondy, Mayor
Signature/Name/Title

Dec. 15 / 2021
Date

Jennifer Astrologo, Clerk
Signature/Name/Title

Dec. 15 / 2021
Date

I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

[Signature]
Signature/Name/Title

11-24-2021
Date

I/We have authority to bind the Municipality of Leamington.

TOWNSHIP OF PELEE

[Signature] Mayor
Signature/Name/Title

10 / 11 / 21
Date

[Signature] CHIEF ADMINISTRATIVE OFFICER
Signature/Name/Title

[Signature]
Date

TOWN OF TECUMSEH

Gary McNamara

Signed with ConsignO Cloud (2021/12/15)
Verify with verifio.com or Adobe Reader.



Signature/Gary McNamara/Mayor

Date: December 14, 2021

Laura Moy

Signed with ConsignO Cloud (2021/12/27)
Verify with verifio.com or Adobe Reader.



Signature/Laura Moy/Clerk

Date: December 14, 2021

I/We have authority to bind the Town of Tecumseh.

THE CORPORATION OF THE CITY OF WINDSOR

DocuSigned by:
Steve Vlachodimos Steve Vlachodimos 22 December 2021 | 3:39 PM EST
Signature/Name/Title **CITY CLERK** Date

DocuSigned by:
JOE MANCINA JOE MANCINA 22 December 2021 | 3:47 PM EST
Signature/Name/Title **ACTING CAO.** Date


I/We have authority to bind the City of Windsor.

MUNICIPALITY OF CHATHAM-KENT

[Signature] Jan 19/22
Signature/Name/Title **Ryan Jacques** Date
Director, Planning Services

Signature/Name/Title Date

I/We have authority to bind the Municipality of Chatham-Kent.

Authority
CAOP 142/2021
Approved
As To Form

Legal Counsel

Authority
CAOP 142/2021
Approved
as to Financial
Content
[Signature]
City Treasurer

Authority
CAOP 142/2021
Approved
as to Content
[Signature]
CITY ENGINEER