

**SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER  
AGREEMENT**

THIS AGREEMENT made effective the 1st day of January 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ALNWICK/HALDIMAND

- and -

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

- and -

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

- and -

THE CORPORATION OF THE TOWNSHIP OF STIRLING-RAWDON

- and -

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

(hereinafter separately referred to as the “Participating Municipality” and  
jointly referred to as the “Participating Municipalities”)

- and -

LOWER TRENT REGION CONSERVATION AUTHORITY

under its authority AS LOWER TRENT SOURCE PROTECTION AUTHORITY

(hereinafter referred to as the “Authority”)

**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 an agent of the Participating Municipalities with respect to the enforcement and jurisdictional rights under Part IV of the *Act* to assist with implementation of the Trent Source Protection Plan on the terms and conditions herein contained;

**AND WHEREAS** pursuant to section 4 of the *Act*, the Lower Trent Region Conservation Authority serves as the Source Protection Authority under that *Act* for the Lower Trent Source Protection Area.

**AND WHEREAS** Ontario Regulation 284/07 under the *Act* designates the Participating Municipalities for the Lower Trent Region Conservation Authority when it acts as a Source Protection Authority under the *Act*;

**AND WHEREAS** the Participating Municipalities are located within the Lower Trent Source Protection Area as set out in Ontario Regulation 284/07;

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

## ARTICLE ONE

### DEFINITIONS

#### Section 1.01: Definitions

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement will have the meanings attributed to them as follows and any words used in this agreement that are defined in the *Act* will have the same meaning as defined in the *Act*:

- i) “*Act*” means the *Clean Water Act, S.O. 2006, c.22* (CWA) including amendments thereto, unless expressly stated otherwise;
- ii) “Agreement” means this document;
- iii) “Parties” means the Authority and the Participating Municipalities;
- iv) “Risk Management Inspector” means a risk management inspector appointed under Part IV of the *Act*;
- v) “Risk Management Official” means the risk management official appointed under Part IV of the *Act*;
- vi) “Risk Management Plan” means a plan for reducing a risk prepared in accordance with the regulations and the rules;
- vii) “Significant drinking water threat” means a drinking water threat that, according to a risk assessment, poses or has the potential to pose a significant risk;
- viii) “Source Protection Authority” means, for the purposes of this Agreement, the Lower Trent Region Conservation Authority under its authority as the Lower Trent Source Protection Authority;
- ix) “Source Protection Plan” means a drinking water source protection plan prepared under the *Act*.

## ARTICLE TWO

### GENERAL

#### Section 2.01: Requirements under the *Act*

Under section 47 of the *Act*, municipalities are responsible for Part IV enforcement of Source Protection Plans.

The Participating Municipalities hereby appoint the Authority as an agent of the Participating Municipalities to carry out enforcement under Part IV of the *Act* for the lands located within the Participating Municipalities.

#### Section 2.02: Jurisdiction and Enforcement

This Agreement will be applicable to all lands located in the Participating Municipalities that are subject to Part IV of the *Act* and as specified in the Trent Source Protection Plan.

The Authority hereby accepts the appointment and agree to act as an Agent of the Participating Municipalities for the duties and enforcement responsibilities of Part IV of the *Act* for the lands located within the Participating Municipalities.

**Section 2.03: Duties**

The Authority will carry out its duties hereunder in accordance with the *Act* and the Trent Source Protection Plan as they may be amended from time to time, this Agreement, and any other applicable legislation, for the agreed cost as outlined in this agreement.

**ARTICLE THREE**

**RESPONSIBILITIES OF THE PARTIES**

**Section 3.01: Responsibility 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 be responsible for:

- i) Appointing Risk Management Officials and Risk Management Inspectors as necessary for the administration and enforcement of Part IV of the *Act* under this Agreement, and who are qualified in accordance with the provisions of Section 53 of the *Act*.
- ii) Providing Restricted Land Use mapping to the Participating Municipalities and establishing protocols, in consultation with municipal staff, to facilitate information sharing.
- iii) Inspecting, monitoring and ensuring compliance with prohibition policies under Section 57 of the *Act* and with risk management plans under Section 58 of the *Act*.
- iv) Reviewing all development, building permit and land use planning applications for properties within the areas designated as Restricted Land Use in the Trent Source Protection Plan and issuing notices with respect to Restricted Land Use under Section 59 of the *Act* prior to those applications proceeding.
- v) Negotiating or, if negotiations fail, establishing risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location designated under Section 58 of the *Act*, as identified under the Trent Source Protection Plan.
- vi) Charging fees for the establishment of a Risk Management Plan, where negotiations have failed.
- vii) Making resolutions under s.55 of the *Act*, as deemed necessary.

- viii) Reviewing and accepting risk assessments that meet the requirements of Section 60 of the *Act*.
- ix) Maintaining adequate records of all documents and materials used in performing the duties required under this Agreement, and in accordance with s. 54. (1) of the *Act* and making records available to the public when required to do so and to the Participating Municipalities upon request.
- x) Preparing documentation for and making provisions for staff to attend Environmental Review Tribunal Hearings if required.
- xi) Using powers of entry on properties where required, as detailed in Section 62 of the *Act*, and obtaining inspection warrants from a court where required.
- xii) Issuing orders and notices and exercising any other powers set out under Part IV of the *Act* to ensure compliance with the Trent Source Protection Plan.
- xiii) Reporting annually on activities to the Participating Municipalities and Source Protection Authority as required under the *Act*.

**Section 3.02: Responsibilities of the Participating Municipalities**

The Participating Municipalities will cooperate with and assist the Authority with protection of sources of drinking water and will circulate to the Risk Management Official the following items for review and response for properties within the areas designated as Restricted Land Use in the Trent Source Protection Plan:

- i) building permit applications and preliminary inquiries for building permits;
- ii) municipal by-laws that potentially impact land use activities;
- iii) land use planning proposals and applications; and
- iv) other inquiries and applications relating to changes in land use activities.

**Section 3.03: Information and Data Sharing**

To facilitate implementation of this Agreement, the Participating Municipalities and the Authority agree to share any information, databases, data, and reports that will assist in provision of the services outlined in this agreement, having regard for the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, CHAPTER M.56. More specifically:

- i) The Participating Municipalities will provide information and data required by the Authority to carry out the Services outlined in Section 3.01 in a prompt and timely manner.

- ii) The Authority will provide records related to the Services outlined in Section 3.01 within ten (10) working days of the receipt of a written request to the Participating Municipality making the request.

In the event that this Agreement is terminated and a subsequent Agreement between the applicable Participating Municipality and the Authority for the provision of Services contained herein is not forthcoming, the Authority will transfer all information and data collected during the Term of the agreement to the applicable Participating Municipality to facilitate ongoing provision of the services outlined in this Agreement.

**Section 3.04: Performance of Duties**

The Authority will, acting reasonably, have sole discretion in determining the manner in which to perform its Services under this Agreement. The Participating Municipalities covenant and agree that, subject to their rights set out in Section 6.04, they will not interfere with the Authority in its performance of the Services, and that they will co-operate with the Authority and take reasonable steps, as required, to assist the Authority in providing the Services.

**ARTICLE FOUR**

**COST**

**Section 4.01: Responsibility for Cost**

The Participating Municipalities are responsible for the cost to the Authority of exercising the powers, duties and authority outlined in this Agreement.

**Section 4.02: Cost Structure**

The Annual Cost for the Participating Municipalities is set out in Schedule 1 to this Agreement.

**Section 4.03: Invoicing and Payment**

The Authority will recover costs for performing functions under this Agreement, in accordance with the costs set out in Schedule 1, and will invoice the Participating Municipalities annually, with payment due by April 30th of each year of the agreement.

**Section 4.04: Recovery of Extraordinary Costs**

The parties hereby agree that the Authority shall recover, from the Participating Municipality in which the land affected is located, extraordinary costs it may incur associated with executing its responsibilities, duties, powers, or authority under this Agreement, including but not limited to any costs incurred by the Authority for enforcement orders, warrants, Environmental Review Tribunal hearings, and any amount the Authority may have to pay to its insurer for the deductible arising out of civil claims that may occur from time to time. The Authority agrees to consult with the Participating Municipality prior to any expenditure for which it may be assigned.

## ARTICLE FIVE

### LIABILITIES AND INSURANCE

#### **Section 5.01: Insurance**

The Authority shall provide and maintain Commercial/Comprehensive General Liability insurance subject to limits of not less than Two Million Dollars (\$2,000,000.00) 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 not less than an annual aggregate of Two Million Dollars (\$2,000,000.00). 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 Participating Municipalities as additional insured parties there under. Evidence of insurance satisfactory to the Participating Municipalities shall be provided to the Participating Municipalities prior to the commencement of work. The Authority shall annually provide the Participating Municipalities with Certificates of Insurance confirming that the said insurance policies are in good standing.

#### **Section 5.02: Workplace Safety and Insurance Board (WSIB)**

The Authority will provide upon request, verification of WSIB coverage.

#### **Section 5.03 Save Harmless and Indemnify**

The Participating Municipalities agree to save harmless and indemnify the Authority, and its employees, agents, directors and officers (collectively, the 'indemnified parties') from and against any losses, damages or expenses of every nature and kind whatsoever which the indemnified parties, or any of them, might suffer 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.

## ARTICLE SIX

### TERM, RENEWAL, AND TERMINATION OF AGREEMENT

#### **Section 6.01: Term of Agreement**

This Agreement will continue in force from January, 2020 through December 31, 2023.

#### **Section 6.02: Deemed Renewal**

This Agreement will automatically continue following the expiry of the Term set out above until it is:

- i) Superseded or replaced by a subsequent agreement; or

- ii) Terminated in its entirety by either party by providing 365 days written notice.

Should the Authority and the Participating Municipalities wish to renew the agreement after the expiration date specified herein, both parties agree to renegotiate the terms of the agreement and the cost payable to the Authority by the Participating Municipalities taking into consideration the level of funding required to maintain delivery of the ongoing services under Part IV of the *Act*.

### **Section 6.03: Termination**

Subject to Section 6.04 and 6.05, this Agreement may not be terminated prior to the end of the Term set out in Section 6.01 unless such termination is agreed to in writing by all parties to the Agreement or unless the Province of Ontario ceases to require implementation of the Source Protection Plan.

### **Section 6.04: Early Termination by the Participating Municipalities**

The Participating Municipalities may terminate this Agreement at any time prior to the end of the Term set out in Section 6.01 by jointly providing 365 days notice in writing to the Authority if the Authority is in breach of its obligations under this Agreement and fails to remedy the breach within 60 days of being notified by the Participating Municipalities in writing of any such breach.

### **Section 6.05: Early Termination by the Authority**

The Authority may terminate this Agreement at any time prior to the end of the Term set out in Section 6.01 by providing 365 days notice in writing to the Participating Municipalities if one or more Participating Municipality is in breach of its obligations under this Agreement, and the Participating Municipality fails to remedy the breach within 60 days of being notified by the Authority in writing of any such breach.

### **Section 6.06: Arbitration**

If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in compliance with the following procedures:

- i) To meet within a period of fifteen (15) days from the date a notice of dispute is filed by either party. Each party to be in attendance may be represented by legal counsel, to participate in good faith in negotiating a resolution of the dispute.
- ii) To negotiate in good faith, personally and/or through counsel, for a period of thirty (30) days after the meeting.
- iii) If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- iv) The parties will meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter will be settled by arbitration in accordance with the *Arbitrations Act*, 1991, of Ontario by delivery of a notice of arbitration to the other party.

## ARTICLE SEVEN

### MISCELLANEOUS

#### **Section 7.01: Recitals**

The recitals in this Agreement will be deemed to form an integral part hereof.

#### **Section 7.02: Gender and Number**

In this Agreement, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural and vice versa if the context so requires.

#### **Section 7.03: Amendments**

This Agreement will 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.

#### **Section 7.04: Assignment**

This Agreement will not be assigned by either party hereto without the written consent of the other party being first obtained.

#### **Section 7.05: Force Majeure**

Any delay or failure of either party to perform its obligations under this Agreement will 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, flooding, ice storms, wind storms, riots, labour problems (including lock-outs, strikes and slow-downs) or court injunction or order.

#### **Section 7.06: Notices**

Any notice, report or other communication required or permitted to be given hereunder will 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 will be given by being delivered or mailed to the following addresses of the parties respectively:

- (a) To the Authority:

Lower Trent Region Conservation Authority  
714 Murray Street, RR 1  
Trenton, Ontario K8V 5P4

Attention: Chief Administrative Officer / Secretary-Treasurer



- (b) To the Participating Municipalities:
- i) The Corporation of the Township of Alnwick/Haldimand  
Box 70, 10836 County Road 2  
Grafton, Ontario K0K 2G0  
  
Attention: Municipal Clerk
  - ii) The Corporation of the Municipality of Brighton  
Box 189, 35 Alice Street  
Brighton, Ontario K0K 1H0  
  
Attention: Chief Administrative Officer
  - iii) The Corporation of the Township of Cramahe  
Box 357, 1 Toronto Street  
Colborne, Ontario K0K 1S0  
  
Attention: Chief Administrative Officer
  - iv) The Corporation of the Township of Stirling-Rawdon  
2529 Stirling-Marmora Road  
Stirling, Ontario K0K 3E0  
  
Attention: Clerk
  - v) The Corporation of the Municipality of Trent Hills  
66 Front Street South, Box 1030  
Campbellford, Ontario K0L 1L0  
  
Attention: Chief Administrative Officer

Any notice, report or other written communication, if delivered, will be deemed to have been given or made on the date on which it was delivered to the administration office of such party, or if mailed, postage prepaid, will 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 will be a strike, interruption or lock-out in the Canadian postal service in which case service will be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Agreement.

#### **Section 7.07: Headings**

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

**Section 7.08: Governing Law**

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

**Section 7.09 Execution in Counterparts**

This Agreement shall not come into effect until all parties named herein have executed this agreement. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

**LOWER TRENT REGION CONSERVATION AUTHORITY**

_____ Chair (Printed Name)	_____ Chair (Signature)	_____ Date
----------------------------------	-------------------------------	---------------

_____ CAO/Secretary-Treasurer (Printed Name)	_____ CAO/Secretary-Treasurer (Signature)	_____ Date
--	---	---------------

**THE CORPORATION OF THE TOWNSHIP OF ALNWICK/HALDIMAND**

_____ Mayor (Printed Name)	_____ Mayor (Signature)	_____ Date
----------------------------------	-------------------------------	---------------

_____ Municipal Clerk (Printed Name)	_____ Municipal Clerk (Signature)	_____ Date
--	---	---------------

**THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON**

---

Mayor (Printed Name)	Mayor (Signature)	Date
-------------------------	----------------------	------

---

Chief Administrative Officer (Printed Name)	Chief Administrative Officer (Signature)	Date
--	---	------

**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE**

---

Mayor (Printed Name)	Mayor (Signature)	Date
-------------------------	----------------------	------

---

Chief Administrative Officer (Printed Name)	Chief Administrative Officer (Signature)	Date
--	---	------

**THE CORPORATION OF THE TOWNSHIP OF STIRLING-RAWDON**

---

Mayor (Printed Name)	Mayor (Signature)	Date
-------------------------	----------------------	------

---

Clerk (Printed Name)	Clerk (Signature)	Date
-------------------------	----------------------	------

**THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS**

---

Mayor (Printed Name)	Mayor (Signature)	Date
-------------------------	----------------------	------

---

Chief Administrative Officer (Printed Name)	Chief Administrative Officer (Signature)	Date
--	---	------

## Schedule 1

### Cost Structure

<b>Participating Municipalities</b>	<b>Annual Cost</b>
Township of Alnwick/Haldimand	\$4,647
Municipality of Brighton	\$6,164
Township of Cramahe	\$5,233
Township of Stirling-Rawdon	\$25,828
Municipality of Trent Hills	\$62,127
<b>TOTAL</b>	<b>\$104,000</b>