

to

ENFORCEMENT RESPONSIBILITY AGREEMENT dated \_\_\_\_\_ Report # WWW2018-007

B E T W E E N:

THE REGIONAL MUNICIPALITY OF DURHAM  
("Durham Region")

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES  
("City of Kawartha Lakes")

(collectively, the "Parties")

WHEREAS:

- A. The purpose of the *Clean Water Act, 2006*, S.O. 2006, c.22 (the "Act") is to protect existing and future sources of drinking water in the Province of Ontario.
- B. The Province has designated to municipalities responsibility for enforcement of Part IV of the Act.
- C. Assessment Reports approved by the Province under the Act delineate the Wellhead Protection Areas for City of Kawartha Lakes' wells in Mariposa Estates.
- D. A portion of the Wellhead Protection Area for Mariposa Estates (the "Wellhead Protection Area") extends past the municipal boundary of City of Kawartha Lakes into Durham Region.
- E. City of Kawartha Lakes wishes to assume specific Part IV enforcement activities under the Act for that portion of the Wellhead Protection Area as identified in this Agreement.
- F. Pursuant to section 47 of the Act, municipalities may enter into an agreement to transfer enforcement responsibility under Part IV of the Act for identified activities from the council of one municipality to the other municipality.

The Parties agree:

**“Risk Management Plan” or “RMP”** means a Risk Management Plan as defined under the Act;

**“Source Protection Area”** means the Kawartha-Haliburton Source Protection Area, as the context requires, as listed in O.Reg. 284/07, as may be amended from time to time;

**“Source Protection Region” or “SPR”** means the Trent Conservation Coalition Source Protection Region, as the context requires, established under the Act, as listed in O.Reg. 284/07, as may be amended from time to time;

**“Source Protection Authority”** means the lead conservation authority or other person or body listed under O.Reg. 284/07, as may be amended from time to time, for the Source Protection Region;

**“Source Protection Plan” or “SPP”** means the most recent version of the drinking water source protection plan and its policies for the applicable Source Protection Region, approved in accordance with the Act;

**“Wellhead Protection Area” or “WHPA”** means the area identified in the Assessment Report that is related to a wellhead and within which it is desirable to regulate or monitor Drinking Water Threats and includes areas A-D (E), as applicable;

- WHPA-A: The area within a 100-metre radius from a wellhead, considered the most vulnerable area for groundwater intakes.
- WHPA-B: The area within which the time of travel to the well (within the aquifer) is up to and including 2 years (excluding WHPA-A).
- WHPA-C: The area within which the time of travel to the well (within the aquifer) is up to and including 5 years (excluding WHPA-A and WHPA-B).
- WHPA-D: The area within which the time of travel to the well (within the aquifer) is up to and including 25 years (excluding WHPA-A, WHPA-B, and WHPA-C).
- WHPA-E: This area is only delineated where a well is influenced by surface water (*i.e.*, the well is considered GUDI – groundwater under the direct influence of surface water). WHPA-E is delineated the same way as the IPZ-2 for a surface water intake from the point of interaction between the aquifer and the surface water body. If the point of interaction is not known, the WHPA-E is delineated from the point in the surface water body that is nearest to the well.

## **2. PART IV ENFORCEMENT POWERS**

- c) The City of Kawartha Lakes RMO and RMI will have the same powers of entry to property under the Act within the Mariposa Estates WHPA as Durham Region.
- d) Any procedures, policies, bylaws pertaining to the form or content of RMPs or Risk Assessments that may be created or passed by the City of Kawartha Lakes, under section 55 of the Act or otherwise, shall apply in the Mariposa Estates WHPA and a copy of any such procedures, policies and/or bylaws shall be provided to Durham Region.

### **3. COORDINATION OF ENFORCEMENT ACTIVITIES**

#### **3.1 Risk Management Plans**

- a) Where Durham Region receives a notice, application, or other correspondence related to a RMP or the requirement for a RMP that would apply to the Mariposa Estates WHPA, including but not limited to an application under subsection 58(11) of the Act or a notice under section 61 of O.Reg. 287/07, Durham Region shall immediately notify the City of Kawartha Lakes RMO and the applicant and shall refer the notice, correspondence or application to the City of Kawartha Lakes RMO.
- b) Where the City of Kawartha Lakes receives an application for a RMP from a person for the Mariposa Estates WHPA in accordance with subsection 58(11) of the Act, the City of Kawartha Lakes shall notify the Durham Region RMO.
- c) Where a RMP is being agreed to or established under section 58 of the Act, the City of Kawartha Lakes shall provide a draft RMP for review and comment to Durham Region. Durham Region shall provide comments within thirty (30) days of receiving the draft RMP or such other period as may be mutually agreed upon by the parties ("Comment Period") and the City of Kawartha Lakes RMO and Durham Region RMO will work together to address the comments.

#### **3.2 Risk Assessments**

- a) The City of Kawartha Lakes shall be responsible for reviewing and assessing Risk Assessments provided for the Mariposa Estates WHPA. The City of Kawartha Lakes shall provide a copy of the risk assessment materials to the other Party's RMO as soon as reasonably possible for review and comment within the Comment Period for each risk assessment.

provide a copy of the application materials for the City of Kawartha Lakes' review and comment.

Durham Region shall not issue a notice under subsection 59(2) of the Act without:

- a) Receiving and incorporating comments from the City of Kawartha Lakes; and
- b) Receiving written notice from the City of Kawartha Lakes RMO that a RMP has been initiated, established or agreed to by City of Kawartha Lakes in accordance with paragraph 59(2)(b) of the Act where section 58 of the Act applies to the activity and the property. City of Kawartha Lakes shall provide comments within thirty (30) days of receiving the application or such other period as may be mutually agreed upon by the Parties.

#### **4. RECORDS AND INFORMATION SHARING**

- a) The Parties agree to share all information, data, records and other documentation pertaining to the Mariposa Estates WHPA that may be relevant for the purposes of Part IV of the Act, except where such information sharing is prohibited by law.
- b) The City of Kawartha Lakes shall report on all activities it has taken in the Mariposa Estates WHPA under this Agreement in the annual report submitted to the Source Protection Authority in fulfillment of section 81 of the Act and applicable Source Protection Plan Monitoring Policies.
- c) Subject to section 4(a) the City of Kawartha Lakes shall provide Durham Region with copies of final inspection reports, any approved RMPs and any Risk Assessments. The City of Kawartha Lakes shall copy the Durham Region RMO on its annual report submitted to the Source Protection Authority.
- d) Where Durham Region receives information related to septic system inspections in the Mariposa Estates WHPA, Durham Region shall provide this information to the City of Kawartha Lakes RMO.
- e) The City of Kawartha Lakes will provide Durham Region with notice of any change in the appointed City of Kawartha Lakes RMO within ten (10) days of such appointment. City of Kawartha Lakes' clerk will provide Durham Region with a copy of the City of Kawartha Lakes RMO's Certificate of Appointment bearing the clerk's signature.

or by facsimile transmission shall be deemed to have been received at the time of the delivery or transmission, unless delivered or transmitted on a weekend or holiday, in which case such notice shall be deemed to have been received on the next business day. In the event of an interruption in postal service, notice shall be given by personal delivery or facsimile transmission. The address, contact person and facsimile of the parties under this Agreement, unless otherwise noted are:

- a) to The City of Kawartha Lakes at:

The City of Kawartha Lakes  
26 Francis Street, PO Box 9000  
Lindsay, ON K9V 5R8

Attention: Director of Public Works, City of Kawartha Lakes  
Facsimile: 705-324-2147

- b) to Durham Region at:

The Regional Municipality of Durham  
605 Rossland Road East  
Whitby, ON L1N 6A3

Attention: Risk Management Official, Works Department  
Facsimile: 905-668-2051

## **8. INDEMNITY AND INSURANCE**

Each Party shall, both during and following the term of this Agreement, defend, indemnify and hold harmless the other Party, its employees and Members of Council, and its successors and assigns, (the "Indemnified Party"), from and against any and all claims of any nature, actions, losses, liabilities, judgements, fines, costs (including legal costs), demands, suits or proceedings which may be brought against or made upon the Indemnified Party and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Party may sustain, suffer or be put to resulting from or arising out of the Party's, including its employees and Members of Council, and its successors and assigns, omissions or failure to exercise reasonable care, skill or diligence in in performing responsibilities under this Agreement.

Each Party shall obtain, pay for, maintain continuously in full force and effect during the

## **10. GENERAL**

### **10.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to the subject matter of this Agreement.

### **10.2 Headings**

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

### **10.3 Expenses**

Each Party shall be responsible for its own expenses related to the performance of their respective obligations under this Agreement.

### **10.4 No Assignment**

Neither party may assign its rights or responsibilities under this Agreement to any other person without the prior written consent of the other party.

### **10.5 Further assurances**

The Parties covenant and agree that they will at their own expense from time to time and at all times hereafter, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created as herein described.

### **10.6 Successors and Assigns**

This Agreement is enforceable against the parties, their heirs, executors, administrators, successors and assigns.

This Agreement is effective on the date stated in the introductory clause.

**THE REGIONAL MUNICIPALITY OF DURHAM**

Authorized by Council by Report

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Name: Susan Siopis  
Title: Commissioner of Works

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

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Name: Andy Letham  
Title: Mayor

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Name: Cathie Ritchie  
Title: Clerk