

AGREEMENT start date: February 1, 2019

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF TRENT LAKES
(“Trent Lakes”)

- and -

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

- and -

THE TOWNSHIP OF MINDEN HILLS
(“Minden Hills”)

(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 Intake Protection Zone the Kinmount Municipal Surface Water System, which is owned by the City of Kawartha Lakes.
- D. A portion of the Intake Protection Zone for the community of Kinmount Municipal Surface Water System extends past the municipal boundary of City of Kawartha Lakes into the Municipality of Trent Lakes. The balance of the Intake Protection Zone for the community of Kinmount Municipal Surface Water system extends past the municipal boundary of the City of Kawartha Lakes and into the Township of Minden Hills.
- E. The Risk Management Official for the City of Kawartha Lakes is responsible for the enforcement of Part IV of the Act for those areas of the Kinmount IPZ located within the City of Kawartha Lakes.

- F. The Risk Management Official for the Township of Minden Hills is responsible for the enforcement of Part IV of the Act for those areas of the Kinmount IPZ located within the Township of Minden Hills.
- G. The Risk Management Official for the Municipality of Trent Lakes is responsible for enforcing Part IV of the Act for those areas of the Kinmount IPZ located within the Municipality of Trent Lakes.

The Parties agree to:

- a) Immediately notify the other Parties upon receiving a notice, application or other correspondence related to activity subject to Part IV of the Act for any property located in the Kinmount IPZ for their review and comment.
- b) Where a Party receives notice, application or other correspondence related to activity subject to section 59 under Part IV of the Act for any property located in the Kinmount IPZ, they shall provide for information purposes the section 59 notice to the other parties within thirty (30) days of receipt or such other period as may be mutually agreed upon by the parties ("Comment Period").
- c) Where a Party receives notice, application or other correspondence related to activity subject to section 58 under Part IV of the Act for any property located in the Kinmount IPZ, they shall provide comments within thirty (30) days of receipt or such other period as may be mutually agreed upon by the parties ("Comment Period").
- d) No Party shall agree to or establish an RMP for the Kinmount IPZ without having observed the Comment Period or otherwise received comments from the Parties.
- e) The Parties shall work together to address the comments received from other Parties in response to Part IV matters for the Kinmount IPZ.

2. DEFINITIONS

"Agreement" means this sharing of enforcement responsibility agreement as the same may be amended from time to time;

"Assessment Report" means the most current version of the Assessment Report for the applicable Source Protection Area, approved in accordance with the Act;

"City of Kawartha Lakes" means The Corporation of the City of Kawartha Lakes acting as a body corporate;

“Drinking Water Threat” means an activity or condition that adversely affects or has the potential to adversely affect the quality or quantity of any water that is or may be used as a source of drinking water, and includes an activity or condition that is prescribed by the regulations to the Act as a drinking water threat;

“Intake Protection Zone (IPZ)” means the area identified in the approved Assessment Report and Source Protection Plan that is related to an intake for municipal residential drinking water and within which it is desirable to regulate or monitor Drinking Water Threats, and includes IPZ-1, IPZ-2, and IPZ-3;

“Kinmount IPZ” means the IPZ associated with the Kinmount Municipal Drinking Water System including those areas located within the boundaries of the City of Kawartha Lakes, Minden Hills, and Trent Lakes which are identified as depicted in the attached figure under Schedule ‘A’ of this Agreement;

“O.Reg. 284/07” means Ontario Regulation 284/07 – Source Protection Areas and Regions made under the Act, as may be amended from time to time;

“O.Reg. 287/07” means Ontario Regulation 287/07 - General made under the Act, as may be amended from time to time;

“Minden Hills” means The Corporation of the Township of Minden Hills acting as a body corporate and, where the context requires, includes its Council members, employees, successors and assigns;

“Risk Assessment” means an assessment of risks under section 60 of the Act, prepared in accordance with the regulations to the Act and the rules of the Act;

“Risk Management Inspector” or **“RMI”** means a Risk Management Inspector appointed by the Parties pursuant to Part IV of the Act;

“Risk Management Official” or “RMO” means a Risk Management Official appointed by the Parties pursuant to Part IV of the Act;

“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;

“The Act” means the most recent version of the “Ontario Clean Water Act”; and

“Trent Lakes” means The Corporation of the Municipality of Trent Lakes acting as a body corporate and, where the context requires, includes its Council members, employees, successors and assigns.

2.1 Costs of Work Done

All Parties agree that there are no application fees at this time other than those specified in the Agreement. Should application fees become introduced in the future, the fees would have to be identified and agreed to by all parties involved and included as a Schedule to this Agreement.

2.2 Communication

All Parties shall provide to the City of Kawartha Lakes’ RMO a copy of any communication or notice provided to a property owner and/or occupant wholly or partially within the Kinmount IPZ, related to Part IV activity(ies).

3. RECORDS AND INFORMATION SHARING

- a) The Parties agree to share all information, data, records and other documentation pertaining to the Kinmount IPZ 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 provide Minden Hills and Trent Lakes with copies of final inspection reports, any approved RMPs and any Risk Assessments relating to properties within those respective jurisdictions. Minden Hills and Trent Lakes shall provide copies of final inspection reports, any approved RMPs and any Risk Assessments to the City of Kawartha Lakes. The City of Kawartha Lakes' RMO shall copy the Minden Hills's RMO and the Trent Lakes' RMO on its annual report submitted to the Source Protection Authority. Minden Hills and Trent Lakes RMO's shall copy City of Kawartha Lakes on their annual report submitted to the Source Protection Authority
- c) Where Minden Hills or Trent Lakes receives information related to septic system inspections within the Kinmount IPZ, Minden Hills or Trent Lakes shall provide this information to the City of Kawartha Lakes' RMO.
- d) Each Party will provide to the other Parties notice of any change in their appointed RMO within ten (10) days of such appointment.

4. EDUCATION, OUTREACH and INCENTIVE PROGRAMS

- a) The City of Kawartha Lakes shall extend all applicable education and outreach policies and programs to the eligible properties within the Kinmount IPZ.

5. TERM, TERMINATION AND AMENDMENT

5.1 Term

This Agreement comes into effect on the date stated in the introductory clause and will continue in effect unless terminated by all 3 Parties in accordance with this Agreement. In the event that only one Party terminates the Agreement, the Agreement will remain in force for the remaining parties involved.

5.2 Termination

This Agreement may be terminated by either Party for convenience where the terminating Party provides the other Party with at least ninety (90) days' prior written notice of its intent to terminate. In the event that only one Party terminates the Agreement, the Agreement will remain in force for the remaining parties involved.

5.3 Effect of Termination

Upon the effective date of termination by either Minden Hills and/or Trent Lakes the respective municipality will assume all responsibility under Part IV of the Act, and associated regulations, for the Kinmount IPZ within their municipal jurisdiction.

5.4 Amendment

This Agreement may be amended by mutual consent of the Parties. No amendment to this Agreement shall be effective unless in writing and signed by all Parties.

6. NOTICE

Notice under this Agreement shall be in writing and sent by personal delivery, facsimile transmission or by registered mail. Notices by registered mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices by personal delivery 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, to:

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

The Municipality of Trent Lakes
760 County Road 36

Trent Lakes ON K0M 1A0

Attention: Director of Corporate Services/Clerk, Trent Lakes
Facsimile: 705-738-3801

The Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, Ontario K0M 2K0

Attention: Risk Management Official, Planning Department
Facsimile: 705-286-6005

7. INDEMNITY AND INSURANCE

Each Party shall, both during and following the term of this Agreement, defend, indemnify and hold harmless the other Parties, their employees and Members of Council, and their successors and assigns, (the "Indemnified Parties"), 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 Parties, or any one of them, and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Parties 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 performing responsibilities under this Agreement.

Each Party shall obtain, pay for, maintain continuously in full force and effect during the term of this Agreement the following insurance coverage taken out with insurance companies licensed to transact business in the Province of Ontario:

Commercial General Liability insurance, naming the other Parties as additional insured on the policy, with limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property and shall be maintained continuously from the date of execution of this Agreement. Should this policy contain a general aggregate, the minimum acceptable aggregate shall be not less than Ten Million Dollars (\$10,000,000.00). The Commercial General Liability insurance shall include cross-liability and severability of interest clauses, non-owned automobile liability and standard contractual liability; and

Errors and Omissions Liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per claim; and

Automobile Liability insurance (Standard OAP1 Automobile Policy) subject to a limit of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property for all licensed motor vehicles owned and or leased or operated by or on behalf of the Party.

Within 10 days of the execution of this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Parties shall promptly provide each other with a Certificate of Insurance as evidence of the above noted coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. All policies shall be endorsed to provide the other Party with not less than thirty (30) days prior written notice of any cancellation, change or amendment restricting coverage.

8. CORPORATE CAPACITY

The parties each make the following representations to the other:

- a) The Party is a municipal corporation and has the full power and authority to enter into this Agreement and any documents arising from this Agreement; and
- b) All necessary action has been taken by the Party to authorize the execution and delivery of this Agreement.

9. GENERAL

9.1 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.

9.2 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.

9.3 Expenses

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

9.4 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.

9.5 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.

9.6 Successors and Assigns

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

9.7 Governing Law

This Agreement is governed by the laws of Ontario and the applicable laws of Canada.

9.8 Severability

Any provision of this Agreement held to be invalid, illegal or unenforceable is ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.

9.9 Municipal Freedom of Information and Protection of Privacy Act

- a) This Agreement shall be subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), as may be amended from time to time, or any successor provincial legislation that applies to municipalities and governs access to public information and the protection of personal information and privacy.
- b) The Parties acknowledge that the information collected, used or disclosed under this Agreement is subject to MFIPPA and all applicable federal or provincial legislation, regulations and standards relating to the collection, use and disclosure of information.

9.10 Number and Gender

Wherever appropriate within this Agreement, words used in the singular shall be considered to include the plural, and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in this Agreement shall be deemed to include the feminine gender and vice versa.

9.11 Copies

Copies of this Agreement will be treated as originals.

The remainder of this page is left intentionally blank.

This Agreement is effective February 1, 2019.

Authorized by Council by Council
Resolution Number:

The Township of Minden Hills

Name: Brent Devolin
Title: Mayor

Name: Dawn Newhook
Title: Clerk

**The Corporation of the City Of
Kawartha Lakes**

Name: Andy Letham
Title: Mayor

Name: Cathie Ritchie
Title: Clerk

The Municipality of Trent Lakes

Name: Janet Clarkson
Title: Mayor

Name: Kari Stevenson
Title: Clerk