

## SEPTIC SYSTEM RECORDS AGREEMENT

BETWEEN

HALIBURTON KAWARTHA NORTHUMBERLAND PETERBOROUGH HEALTH UNIT  
("HKNPHU")

-and-

CORPORATION OF THE CITY OF KAWARTHA LAKES  
("CKL")  
(collectively, the "Parties")

**WHEREAS** both HKNPHU and CKL have an obligation to protect personal and confidential information and to require any entity or person to whom it gives access to such information for permitted purposes to comply with the rules that apply to the Parties in regard to such information.

**AND WHEREAS** Personal Information ("PI") is information about an individual in HKNPHU's records that can include, but is not limited to, the individual's name, address, telephone number, along with other information about the individual, and the Parties are obliged to manage PI in compliance with the privacy provisions in the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA").

**AND WHEREAS** HKNPHU was, at one time, responsible for the Part 8 (septic systems) inspection program (the "Program"), pursuant to Building Code, O Reg 332/12 under the *Building Code Act*, 1992, SO 1992, c 23, which Program has now been divested to CKL.

**AND WHEREAS** HKNPHU continues to retain the physical records (the "Records") relating to the Program and CKL has requested that these records be physically transferred to CKL offices to better able CKL staff to oversee the Program.

**AND WHEREAS** certain Records contain PI pursuant to the provisions of MFIPPA and the Parties' policies and procedures.

**AND WHEREAS** under section 32 of MFIPPA an institution shall not disclose personal information in its custody or under its control except (c) for the purpose for which it was obtained or compiled or for a consistent purpose or (f) if disclosure is by a law enforcement institution (ii) to another law enforcement agency in Canada;

**AND WHEREAS** the purpose of this agreement is to set out the terms of access to the Records owned by HKNPHU and held by CKL.

**NOW THEREFORE** in consideration of the mutual agreements in this Agreement, and for other good and valuable consideration, CKL hereby covenants and agrees as follows:

1. In this Agreement, "access" means to have access to the Records, regardless of whether read, downloaded or otherwise copied and includes opening an electronic record containing the Records.
2. The access, use, and disclosure of the Records will only occur to the extent needed to assist CKL in taking control of the Program for properties under its jurisdiction. Subject to paragraph 4, the Records may not be altered or destroyed unless expressly permitted by HKNPHU and in compliance with any limitations or restrictions placed on that permission.
3. CKL agrees that it will hold the PI that is disclosed hereunder in confidence from the date of its receipt using at least the degree of care required by *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and that it shall not disclose any PI contained in the Records to any person except to its employees who have a need to know the PI.
4. CKL agrees to retain and destroy the Records as per its Retention By-law.
5. CKL will notify HKNPHU at the first reasonable opportunity if it has reason to believe or know that PI has been stolen, lost, or accessed, collected, used, disclosed or disposed of without authority.
6. CKL understand and agrees that any breach of its obligations under this Agreement may result in legal action or an investigation by the Office of the Information Privacy Commissioner of Ontario relating to the breach of MFIPPA.
7. CKL has read, considered, been given the opportunity to obtain independent advice and have done so or chosen not to do so, understand and agree to the above terms and conditions.

SIGNED

In the presence of:

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Doug Elmslie, Mayor

\_\_\_\_\_  
Cathie Ritchie, Clerk

"We have the authority to bind CKL pursuant to Council Resolution CR2025-\_\_\_\_"

Witness:

*Michelle McWalters*

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Michelle McWalters



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Dr. Natalie Bocking, Deputy Minister of Health

I have the authority to bind HKNPHU pursuant to Bylaw # 5 – Duties of Officers and Management of the Board of Health