SOURCE PROTECTION JOINT RISK MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made effective the first day of March, 2024.

BETWEEN:

Upper Thames River Conservation Authority,

(hereinafter called "the Authority")

OF THE FIRST PART

- and -

The Corporation of the Municipality of Thames Centre,
OF THE SECOND PART

(hereinafter called "municipality")

PREAMBLE:

WHEREAS this Agreement is being entered into pursuant to the Clean Water Act, 2006 (hereinafter called the "Act") for the purpose of developing and implementing a joint program for the enforcement and jurisdictional rights under Part IV of the Act as part of implementation of 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 partially, within the Thames-Sydenham and Region Source Protection Region as set out in Ontario Regulation 284/07;

And Whereas Chatham-Kent, Lambton Shores, Perth East, Plympton-Wyoming, Point Edward, Sarnia, St. Clair, St. Mary's, Stratford and West Perth have each appointed the Authority as their agent to carry out enforcement under Part IV of the *Act* within each Municipality through separate Municipal Part IV Transfer Agreements;

And Whereas the Municipality of Thames Centre wishes to have the Authority carry out enforcement under Part IV of the *Act* in conjunction with the Joint Risk Management Services program.

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

ARTICLE ONE GENERAL

Section 1.01: Source Protection Authority

Under section 4 of the *Act*, the Upper Thames River Conservation Authority (UTRCA) serves as the Source Protection Authority for the Upper Thames River Source Protection Area and lead Source Protection Authority for the Thames-Sydenham and Region Source Protection Region. Ontario Regulation 284/07 under the *Act* designates the participating municipalities for Conservation Authorities when they act as a Source Protection Authority under the *Act*.

Section 1.02: Part IV Requirements under the Act

The *Act*, provides that municipalities are 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. Through individual Municipal Part IV Transfer Agreements, each municipality has appointed the Authority as their agent to carry out enforcement under Part IV of the *Act* within said Municipality.

ARTICLE TWO DEFINITIONS

Section 2.01: 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:

- 1. In this Agreement:
 - a) "Act" means the Ontario Clean Water Act, 2006, as amended;
 - b) "Agreement" means this document;
 - c) "parties" means the Authority, participating Municipality;
 - d) "the Regulation" means Clean Water Act Regulation 287/07
 - e) "Risk Management Inspector" means a Risk Management Inspector appointed under Part IV of the *Act*;
 - f) "Risk Management Official" means the Risk Management Official appointed under Part IV of the *Act*:
 - g) "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;
 - h) "Source Protection Plan" means a drinking water source protection plan prepared under the *Act*.
 - i) "Municipal Part IV Transfer Agreement" means individual agreements between the Authority and each municipality.

ARTICLE THREE RESPONSIBILITIES

Section 3.01: Responsibilities of the Authority

The Authority is responsible for all the powers and duties of an enforcement body under Part IV of the *Act* as transferred through Municipal Part IV Transfer Agreements. Further the Authority is responsible for development and implementation of a program to carry out those responsibilities. The program includes:

- (i) Program Development and Administration;
- (ii) Risk Management Plan Negotiation;
- (iii) Restricted Land Use and Land Use Planning Support;
- (iv) Education, Outreach and Stewardship Support;
- (v) Site Specific Risk Assessment Review and Acceptance;
- (vi) Compliance and Enforcement; and
- (vii) Monitoring and Reporting

The scope of each of these program areas is described further in Schedule A of this agreement.

Section 3.02: Responsibilities of the Municipality

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

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

Further, the Municipality shall generally cooperate with and assist the Authority with the protection of drinking water sources.

Section 3.03: 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 their powers and duties under Part IV of the *Act*.
- (ii) The Authority shall provide records related to their 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 Municipalities.
- (iii) The Authority will provide routine reports to the Municipality as outlined in Schedule C of this agreement.

ARTICLE FOUR COSTS

Section 4.01: Responsibility for Cost of Service Delivery

The municipality is responsible for the costs of the enforcement of Part IV of the *Act* where costs are not recovered through user fees. The municipality shall pay the Authority as per Schedule D of this agreement.

Section 4.02: Fee Schedule

The Authority may, following consultation with the Municipality, make a regulation pursuant to Section 55 of the *Act* to establish a fee schedule. The fees will be for the purpose of cost recovery of aspects of the program included in this agreement agreed to collectively with the Municipality. In accordance with sub-section 55 (2) of the *Act*, the fees will not exceed the anticipated reasonable costs of the enforcement of Part IV of the *Act*. The Authority will establish, review, and if necessary amend the fees annually, in consultation with the Municipality, and with approval from the Authority's Board of Directors. Notification and consultation will occur in accordance with the Authority board approved guidelines for cost recovery as amended from time to time or any applicable requirements under the *Act*.

Section 4.03: Collection of Fees

The Authority will collect and retain all fees payable by any person for work performed by the Authority under this Agreement. Fees collected by the Authority related to applications or other submissions pertaining to property or properties within a municipality will be used by the Authority to reduce the subsequent municipal payment identified in the payment schedule in Schedule D.

The Municipality will cooperate with the Authority to the extent possible to facilitate and assist with the collection of Fees. This shall include, but is not limited to, the addition of fees to the tax roll as provided for by section 55(4) of the *Act*.

Section 4.04: Recovery of Extraordinary Costs

The Authority, through consultation with the Municipality, will recover from the Municipality, 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, appeals and Environmental Review Tribunal Hearings. These costs are in addition to those outlined in Schedule D and are defined as "extraordinary costs".

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 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 not less than 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, their 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 an 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 Municipality with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

The Authority's insurance coverage renews on the 1st of April annually. This renewal of insurance should prevent any gaps in coverage and failure to do so will constitute a breach of contract leading to immediate termination.

Section 5.02: Workplace Safety and Insurance Board (WSIB)

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

ARTICLE SIX TERM, RENEWAL, TERMINATION AND AMENDMENT OF AGREEMENT

Section 6.01: Initial Term

This Agreement shall continue in force for a period of 22 months, commencing on the first day of March, 2024 and ending the 31st day of December, 2025.

Section 6.02: Deemed Renewal

This Agreement will automatically continue following the expiry of the term set out in Section 6.01 until it is:

- a. Superseded or replaced by a subsequent agreement; or
- b. Terminated in its entirety by any party by giving 180 days written notice to all parties of the agreement.

Such automatic renewal shall be subject to an annual cost of living adjustment based on the Consumer Price Index (CPI) as published annually by Statistics Canada compounded annually since the execution of the agreement or such other cost adjustment as mutually agreed to and reflected in an amendment to this agreement pursuant to section 6.04.

Section 6.03: Termination

The Agreement may be terminated by any party with a minimum of 180 days written notice. Following the notification of the parties of the termination of the agreement, the remaining parties may choose to amend the agreement to remove the notifying party and otherwise modify the terms and conditions as allowed for by Section 6.04.

Section 6.04: 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. Such amendments may include, but are not limited to, changes to the parties of this agreement.

ARTICLE SEVEN MISCELLANEOUS

Section 7.01: Preamble

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

Section 7.02: 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.

Section 7.03: Assignment

This Agreement shall not be assignable by any party. However, the Authority may, in consultation with the other parties, contract the services of others, including other Conservation Authorities, in the provision of this program.

Section 7.04: Force Majeure

Any delay or failure of either 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.

Section 7.05: 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 addresses of the parties identified in Schedule B:

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).

Either party may at any time give notice in writing to the other party of the change of its address or contacts for the purpose of this Agreement. Such notice shall be provided with an update to schedule B which shall not require an amendment to the Agreement.

Section 7.06: 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.

Section 7.07: 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.

Section 7.08: Counterparts

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.09: Schedules

The agreement includes the following schedules

- (a) Schedule A Project Description and Timelines
- (b) Schedule B Notification Contacts
- (c) Schedule C Reports; and
- (d) Schedule D Payment Schedule

Schedule A - Joint Risk Management Services Agreement Program Description and Timelines

Upper Thames River Conservation Authority (UTRCA) was delegated Part IV authorities (as per Ontario Clean Water Act, 2006) on behalf of the Municipality in February, 2024. Since the commencement of the Agreement, UTRCA has established a regional Risk Management Office with duties and responsibilities carried out by designated Risk Management Officials (RMO) and Risk Management Inspectors (RMI). The services performed by and related to the RMO and RMI and are collectively referred to as Risk Management Services (RMS) and are summarized in this schedule. This schedule forms part of the Joint Risk Management Services Agreement.

The Risk Management Office will continue to implement and enforce the Part IV policies contained in the Thames-Sydenham and Region Source Protection Plan on a regional basis. The Risk Management Office is operated by the UTRCA out of the Authority's administrative office, with support provided by staff from the St. Clair Region Conservation Authority. The following table provides a description of the scope of the services included in the joint risk management program and summarizes the services by program area. It also provides information on the timing of the program area within the term of the amended Agreement.

Program Area	rogram Area Description		
Program Administration	 Ongoing administration of the program and liaison with municipal participants. Refine and improve the program over the course of agreement term through discussion with the participating municipalities. Maintain an information management system to address record keeping requirements of the Clean Water Act, program administrative needs and reporting requirements through continued participation in the online information management system developed by UTRCA referred to as LSWIMS. Engage municipal participants towards the conclusion of the amended Agreement term, for the purpose of either renewing the agreements or revising the approach. 	Term of the agreement	
Risk Management Plan (RMP) Negotiation	 Contact with landowner and persons believed to be engaged in activities which require a RMP (proponents). Negotiate or otherwise establish A RMP (or provide appropriate notices) for proponents identified through Restricted Land Use provisions discussed below. RMP's will be negotiated though interaction with the proponent including: Pre-consultation with proponent to explore the need for and nature of RMP including review of risk management measures (RMM) already in place. Visit the site to determine the nature of activities which might require RMP and review risk management measures in place or possible. Negotiate RMP with person engaged in the activity or otherwise establish a RMP as may be appropriate. Issue and deliver orders and notices under CWA and Regulations as may be required in carrying out the duties and responsibilities 	SPP effective date to expiry of agreement	
Restricted Land Use and Land Use Planning Support	 as part of negotiating or otherwise establishing RMPs. Pre-consultation with proponent and or municipal staff as requested Integration of services with municipal land use planning and building permit applications and review processes. Assess applications and issue appropriate notice, or negotiate RMP as described above. Respond to inquiries from municipalities or proponents when requested. Provide advice to municipal staff on other aspects of the Source Protection Plans, such as those pertaining to <i>Planning Act</i> processes. 	SPP effective date to expiry of agreement	

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Cita Caralifia	Bodowand annual Cita Consider District	CDD - CCt' 1-t-
Site Specific	Review and approve Site Specific Risk Assessments in	SPP effective date to expiry of
Risk Assessment		
(SSRA)	Pre-consultation with proponents when requested	agreement
	Discuss with municipal drinking water system operator if	
	appropriate	
	 Review submitted SSRA to ensure that, among other things, the 	
	work has been:	
	completed according to the appropriate rules;	
	 undertaken by a qualified professional; 	
	o utilizes the best available information;	
	o follows accepted practices; and	
	o is appropriately documented.	
	 Consult with appropriate technical staff and engage them in the 	
	review.	
	Issue notices as appropriate.	
	Documentation of results and consideration for future	
	Assessment Report updates (when warranted).	
Threats Review	Review of activities in vulnerable areas as a result of changes to	Upon approval of
and Assessment	threat circumstances made by the Ontario Ministry of the	changes to the
	Environment Conservation and Parks.	Director's
	 Identify new significant threats, and any changes to existing 	Technical Rules
	threats as a result of these changes.	made under the
	Review SPP policy implications with the persons engaged in	Ontario Clean
	threat activities.	Water Act to
	Establish new risk management plans where new significant	expiry of
	drinking water threats are identified (as outlined above).	agreement
	Enforce new prohibitions (where required) when activities are	agreement
	identified as being subject to Section 57 prohibitions as a result	
	of changes to threat circumstances.	
Education,	Communicate the purpose, effect and function of the Part IV	SPP effective date
Outreach and	policies to residents and businesses in the subject vulnerable	to expiry of
Stewardship	areas.	agreement
Support	Develop and use, in consultation with municipalities, education	agreement
Support	and outreach materials as part of the personal contact that the	
	RMO/RMI has with proponents.	
Compliance and	Maintenance of a focused and prioritized compliance monitoring	SPP effective date
Enforcement		to expiry of
Linoicement	program. Appropriate enforcement of requirements including s57	agreement
	prohibitions and s58 regulated activities (RMP) under the CWA.	agreement
	 Consultation with the municipal operators on enforcement 	
	alternatives when appropriate.	
	 Consultation with municipalities on extraordinary cost. 	
	Extraordinary costs defined in this agreement and/or the	
	municipal transfer agreement. These include costs associated	
	with legal proceedings which are beyond the costs included in	
	schedule A of the municipal transfer agreement.	
	 Monitoring changes to activities in the area to prioritize 	
	inspection and compliance monitoring programs.	
	 Response to complaints and inquiries. 	
	- Kesponse to complaints and inquities.	

Monitoring and	 Annual reporting as required by the Act and SPP (February of 	SPP effective date
Reporting	each year).	to expiry of
	 Annual reporting on the program summarized by municipality as 	agreement
	identified in the reporting schedule of this agreement.	
	 Annual program financial report summarizing program revenues 	
	and expenditures as identified in the reporting schedule of this	
	agreement.	

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Notification Contacts

	Official Administrative Contact	Technical Contact
Upper Thames	Attention: General Manager/Secretary	Attention Source Protection Coordinator
River Conservation	Treasurer	Julie Welker
Authority	Tracy Annett	1425 Clarke Rd, London, ON, N5V 5B9
·	1425 Clarke Rd, London, ON, N5V 5B9	Phone 519 451-2800x223
	Phone 519 451-2800x259	Email welkeri@thamesriver.on.ca
	Email annettt@thamesriver.on.ca	
The Corporation of	Attention: Chief Administrative Officer	Attention: Manager of Environmental
the City of Stratford	Joan Thomson	Services, Infrastructure and
	1 Wellington St.	Development
	PO Box 818	Johnny Bowes
	Stratford, ON, N5A 6W1	82 Erie Street, 3 rd Floor
	Phone 519-271-0250 ext 237	Stratford, ON, N5A 2M4
	Email jthomson@stratfordcanada.ca	Phone 519-271-0250 ext 315
		Email jbowes@stratfordcanada.ca
The Corporation of	Attention: Chief Administrative Officer	Attention: Manager of Public Works
the Township of	Michael Givens	Wes Kuepfer
Perth East	P.O Box 455	P.O Box 455
	25 Mill St East	25 Mill St East
	Milverton, ON, N0K 1M0	Milverton, ON, N0K 1M0
	Phone 519-595-2800 ext 232	Phone 519-595-2800 ext 234
	Email tcampbell@pertheast.ca	Email wkuepfer@pertheast.ca
The Corporation of	Attention: CAO	Attention: CAO
the Municipality of	Jeff Brick	Jeff Brick
West Perth	169 St. David St.,	169 St. David St.,
	P.O. Box 609	P.O. Box 609
	Mitchell, ON N0K 1N0	Mitchell, ON N0K 1N0
	Fax: (519) 348-8935	Fax: (519) 348-8935
	Phone 519-348-8429 ext 225	Phone 519-348-8429 ext 225
	Email: jbrick@westperth.com	Email: jbrick@westperth.com
The Corporation of	Attention: CAO	Attention: Environmental Services
the Town of St	Brent Kittmer	Supervisor
Marys	175 Queen St East, P.O Box 998,	Dave Blake
	St. Mary's, ON. N4X 1B6	408 James Street South, P.O. Box 998,
	Phone 519-284-2340 ext 216	St. Mary's, ON N4X 1B6
	Email: bkittmer@town.stmarys.on.ca	Phone: 519-284-2340 ext. 209
		Email: dblake@town.stmarys.on.ca

	Official Administrative Contact	Technical Contact
The Corporation of	Attention: General Manager,	Attention: General Manager, Communit
the Municipality of	Community Development	Development
Chatham-Kent	Bruce McAllister	Bruce McAllister
	315 King Street West, P.O. Box 640,	315 King Street West, P.O. Box 640,
	Chatham, Ontario, N7M 5K8	Chatham, Ontario, N7M 5K8
	Phone <u>519-360-1998</u> ext. 3042	Phone <u>519-360-1998</u> ext. 3042
	Email: <u>bruce.mcallister@chatham-</u>	Email: <u>bruce.mcallister@chatham-</u>
	kent.ca	kent.ca
The Corporation of	Attention: LAWSS Water System	Attention: LAWSS Water System
the Lambton Area	General Manager	General Manager
Water Supply	Clinton Harper	Clinton Harper
System on behalf of	1215 Fort St., Point Edward ON	1215 Fort St., Point Edward ON
the Municipalities of	Phone: 519-344-7429	Phone: 519-344-7429
Lambton Shores, Plympton-	Email: Clinton.harper@lawss.org	Email: Clinton.harper@tawss.org
Wyoming, Point	Attention:	Attention:
Edward and the	The Village of Point Edward	The Village of Point Edward
City of Sarnia	Jim Burns	Jim Burns
,	135 Kendall Street,	135 Kendall Street,
	Point Edward, ON, N7V 4G6	Point Edward, ON, N7V 4G6
	Phone: 519-337-3021	Phone: 519-337-3021
	Email:	Email:
	iburns@villageofpointedward.com	jburns@villageofpointedward.com
	Attention:	Attention:
	The Municipality of Lambton Shores	The Municipality of Lambton Shores
	Steve McAuley	Steve McAuley
	7883 Amtelecom Parkway	7883 Amtelecom Parkway
	Forest, ON N0N 1J0	Forest, ON N0N 1J0
	Phone: 519-243-1400	Phone: 519-243-1400
	Email: smcauley@lambtonshores.ca	Email: smcauley@lambtonshores.ca
	Attention:	Attention:
	The Town of Plympton-Wyoming	The Town of Plympton-Wyoming
	Sarah Baldwin	Sarah Baldwin
	546 Niagara Street, Box 250,	546 Niagara Street, Box 250,
	Wyoming, On, N0N 1T0	Wyoming, On, N0N 1T0
	Phone: 519-845-3939	Phone: 519-845-3939
	Email: sbaldwin@plympton-wyoming.ca	Email: sbaldwin@plympton-wyoming.ca
	Attention:	Attention:
	The City of Sarnia	The City of Sarnia
	David Jackson	David Jackson
	255 Christina St. North	255 Christina St. North
	P.O. Box #3018	P.O. Box #3018
	Sarnia, ON N7T 7N2	Sarnia, ON N7T 7N2
	Email: david.jackson@sarnia.ca	Email: david.jackson@sarnia.ca

	Official Administrative Contact	Technical Contact	
The Corporation of	Attention:	Attention:	
St. Clair Township	St. Clair Township	St. Clair Township	
	lan MacDougall	lan MacDougall	
	1155 Emily Street	1155 Emily Street	
	Mooretown, ON, N0N 1M0	Mooretown, ON, NON 1M0	
	Phone: 519-867-2021	Phone: 519-867-2021	
	Email: lan.MacDougall@county-	Email: lan.MacDougall@county-	
	lambton.on.ca	lambton.on.ca	
The Corporation of	Attention: Director of Planning and	Attention: Director of Public Works	
the Municipality of	Development Services	Jarrod Craven	
Thames Centre	Marc Bancroft	4305 Hamilton Road	
	4305 Hamilton Road	Dorchester, ON, N0L 1G3	
	Dorchester, ON, N0L 1G3	Phone: 519-268-7334 ext, 245	
	Phone: 519-268-7334 ext, 223	Email: jcraven@thamescentre.on.ca	
	Email: mbancroft@thamescentre.on.ca		
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Schedule C – Joint Risk Management Services Agreement

Reports

Report	Description	Timing
Source Protection Annual Reporting	Annual Reporting requirements of the CWA and SPP Individual reports for each municipality	February 1 st each year (as required CWA and SPP)
Municipal Work summary	Summary of work undertaken Collective summary of the entire program categorized by participating municipality A summary of information required by the Annual Reporting requirements of the CWA and SPP	May each year
Program Financial Report	rogram Financial • Summary of funding received and program	
Staff or council updates • Other reasonable written or verbal updates requested from time to time		As requested

Payment Schedule

Corporation of the Municipality of Thames Centre

Payment	Due Date	Description	Payment Amount
12.1	June 1, 2024	Biannual program implementation payment	\$ 12,962.62
2	December 1, 2024	Biannual program implementation payment	\$16,203.28
3	June 1, 2025	Biannual program implementation payment	\$14,807.00
4	December 1, 2025	Biannual program implementation payment	\$14,807.00
		2-Year, Total Program Cost	\$ 62,020.87
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Section 7.09: Execution of Agreement

The parties represent and warrant that they have:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

UPPER THAMES RIVER CONSERVATION AUTHORITY

Chair

March 11, 2024

Date

General Manager/Secretary-Treasurer

Date

MUNICIPALITY OF THAMES CENTRE

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Date