

CORPORATION OF THE TOWNSHIP OF PERTH EAST

BY-LAW NO. 52-2023

BEING A BY-LAW TO AUTHORIZE EXECUTION OF A
SOURCE PROTECTION JOINT RISK MANAGEMENT SERVICES EXTENSION
AGREEMENT

Between

Corporation of the Township of Perth East

And

Upper Thames River Conservation Authority
(hereinafter referred to as the "Authority")

November 21, 2023

WHEREAS it is expedient for the Township of Perth East to enter into an extension agreement with the Upper Thames River Conservation Authority (UTRCA), to provide Source Protection Joint Risk Management Services.

AND 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 agent of the Municipality with respect to the enforcement and jurisdictional rights under Part IV of the *Act*;

AND WHEREAS the Authority is a Source Protection Authority for purposes of the *Act* and of this Agreement;

NOW THEREFORE the Municipal Council of the Corporation of the Township of Perth East enacts as follows:

1. That the Mayor and the Clerk of the Township of Perth East are hereby authorized to sign, on behalf of the Corporation, an extension agreement with the Upper Thames River Conservation Authority (UTRCA).
2. The extension agreement is for the period of January 1, 2024 to December 31, 2025.
3. This By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 21ST DAY OF NOVEMBER, 2023.

READ A THIRD TIME AND PASSED THIS 21ST DAY OF NOVEMBER, 2023.



Ashley Carter, Municipal Clerk



Rhonda Ehgoetz, Mayor

AMENDMENT NO.3
SOURCE PROTECTION JOINT RISK MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT NO.3 made effective the first day of January 2024.

BETWEEN:

Upper Thames River Conservation Authority,
(hereinafter called "the Authority")
OF THE FIRST PART

- and -

The Corporation of the City of Stratford,
OF THE SECOND PART

- and -

The Corporation of the Municipality of Chatham-Kent,
OF THE THIRD PART

- and -

The Corporation of the Township of Perth East,
OF THE FORTH PART

- and -

The Corporation of the Municipality of West Perth,
OF THE FIFTH PART

- and -

The Corporation of the Town of St Marys
OF THE SIXTH PART

-and –

The Corporation of the Township of St. Clair,
OF THE SEVENTH
PART

-and –

Lambton Area Water Supply
OF THE EIGHTH

(hereinafter called "the Municipalities")

WHEREAS the Parties entered into an agreement dated as of September 1, 2014 for the purpose of developing and implementing a joint program for the enforcement and jurisdictional rights under Part IV of the *Clean Water Act* (the "**Agreement**").

And Whereas pursuant to Section 6.04 of the Agreement, amendments may only be made by mutual agreement;

NOW THEREFORE in consideration of the contractual relationship between the Authority and the Municipalities referred to above and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by both Parties, the Authority and the Municipalities hereby acknowledge, agree and undertake as follows:

1. This Amendment No. 3 shall have an effective date of January 1, 2024 and shall continue for a period of 2 years, ending the 31st day of December 2025.
2. All other terms and conditions of the Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment No. 3.
3. The Agreement is amended as follows:
 - a. Schedule "A" (Program Description and Timelines), Schedule "B" (Notification Contacts), Schedule "C" (Reports) and Schedule "D" (Payment Schedule), as set out in the Agreement are deleted in their entirety and replaced with the following:

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 Municipalities under this Agreement in September 2014. 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	Description	Timing
Program Administration	<ul style="list-style-type: none">▪ 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 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.▪ Convene meeting(s) towards the conclusion of the amended Agreement term, for the purpose of either renewing the agreements or revising the approach.	Term of the agreement

<p>Risk Management Plan (RMP) Negotiation</p>	<ul style="list-style-type: none"> ▪ Contact with landowner and persons believed to be engaged in activities which require a RMP (proponents). ▪ Negotiate or otherwise establish RMP (or provide appropriate notices) for proponents identified through Restricted Land Use provisions discussed below. ▪ RMP's will be negotiated through interaction with the proponent including: <ul style="list-style-type: none"> ○ 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 as part of negotiating or otherwise establishing RMPs. 	<p>SPP effective date to expiry of agreement</p>
	<ul style="list-style-type: none"> ▪ For existing threats identified in the Assessment Report, and threats identified at additional sites by RMOs and RMIs during the initial term of the Agreement, it is intended that the Authority will negotiate or otherwise establish the first RMP within the first year of the amended Agreement term. 	<p>January 1, 2024 to December 31, 2025</p>
<p>Restricted Land Use and Land Use Planning Support</p>	<ul style="list-style-type: none"> ▪ Pre-consultation with proponent and or municipal staff as requested ▪ Integration of services into municipal land use planning and building permit application 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. 	<p>SPP effective date to expiry of agreement</p>
<p>Site Specific Risk Assessment (SSRA)</p>	<ul style="list-style-type: none"> ▪ Review and approve Site Specific Risk Assessments in accordance with CWA, regulations and provincial guidance/rules ▪ Pre-consultation with proponents when requested ▪ Discuss with municipal drinking water system operator if appropriate ▪ Review submitted SSRA to ensure that, among other things, the work has been: <ul style="list-style-type: none"> ○ completed according to the appropriate rules; ○ undertaken by a qualified professional; ○ utilizes the best available information; ○ follows accepted practices; and ○ 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 AR updates (when warranted). 	<p>SPP effective date to expiry of agreement</p>

Education, Outreach and Stewardship Support	<ul style="list-style-type: none"> ▪ Communicate the purpose, effect and function of the Part IV policies to residents and businesses in the subject vulnerable areas. ▪ Use of education and outreach materials developed through other programs as part of the personal contact that the RMO/RMI has with proponents. 	SPP effective date to expiry of agreement
Compliance and Enforcement	<ul style="list-style-type: none"> ▪ Development of a focused and prioritized compliance monitoring program. ▪ Appropriate enforcement of requirements including s57 prohibitions and s58 regulated activities (RMP) under the CWA. ▪ 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. 	SPP effective date to expiry of agreement
Monitoring and Reporting	<ul style="list-style-type: none"> ▪ Annual reporting as required by the Act and SPP (February of each year). ▪ Annual reporting on the program summarized by municipality as 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. 	SPP effective date to expiry of agreement

Schedule B – Joint Risk Management Services Agreement

Notification Contacts

	Official Administrative Contact	Technical Contact
Upper Thames River Conservation Authority	Attention: General Manager/Secretary Treasurer Tracy Annett 1425 Clarke Rd, London, ON, N5V 5B9 Phone 519 451-2800x253 Email annettt@thamesriver.on.ca	Attention Source Protection Coordinator Julie Welker 1425 Clarke Rd, London, ON, N5V 5B9 Fax 519-451-1188 Phone 519 451-2800x255 Email welkerj@thamesriver.on.ca
The Corporation of the City of Stratford	Attention: City Clerk Tatiana Dafoe 1 Wellington St PO Box 818 Stratford, ON, N5A 6W1 Phone 519-271-0250 ext 237 Email clerks@stratford.ca	Attention: Manager of Environmental Services, Infrastructure and Development Johnny Bowes 82 Erie Street, 3 rd Floor Stratford, ON, N5A 2M4 Phone 519-271-0250 ext 315 Email bowes@stratford.ca
The Corporation of the Township of Perth East	Attention: Chief Administrative Officer Michael Givens P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Phone 519-595-2800 Email mgivens@pertheast.ca	Attention: Manager of Public Works and Parks Jake Collings P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Phone 519-595-2800 Email jcollings@pertheast.ca
The Corporation of the Municipality of West Perth	Attention: CAO Jeff Brick 169 St. David St., P.O. Box 609 Mitchell, ON N0K 1N0 Phone 519-348-8429 ext 225 Email: jbrick@westperth.com	Attention: CAO Jeff Brick 169 St. David St., P.O. Box 609 Mitchell, ON N0K 1N0 Phone 519-348-8429 ext 225 Email: jbrick@westperth.com
The Corporation of the Town of St Marys	Attention: CAO Brent Kittmer 175 Queen St East, P.O Box 998, St. Mary's, ON. N4X 1B6 Phone 519-284-2340 ext 216 Email: bkittmer@town.stmarys.on.ca	Attention: Environmental Services Supervisor Dave Blake 408 James Street South, P.O. Box 998, St. Mary's, ON N4X 1B6 Phone: 519-284-2340 ext. 209 Email: dblake@town.stmarys.on.ca
The Corporation of the Municipality of Chatham-Kent	Attention: Chief Administration Officer Michael Duben 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Phone 519-360-1998 ext 3800 Email: CKcao@chatham-kent.ca	Attention: Director, Planning Services Bruce McAllister 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Phone 519-360-1998 ext 3042 Email: bruce.mcallister@chatham-kent.ca
The Corporation of the Lambton Area Water Supply System on behalf of the Municipalities of Lambton Shores, Plympton-Wyoming, Point	Attention: LAWSS Water System General Manager Clinton Harper 1215 Fort St., Point Edward ON Phone: 519-344-7429 Email: Clinton.harper@lawss.org Attention:	Attention: LAWSS Water System General Manager Clinton Harper 1215 Fort St., Point Edward ON Phone: 519-344-7429 Email: Clinton.harper@lawss.org Attention:

	Official Administrative Contact	Technical Contact
Edward and the City of Sarnia	<p>The Village of Point Edward Jim Burns 135 Kendall Street, Point Edward, ON, N7V 4G6 Phone: 519-337-3021 Email: jburns@villageofpointedward.com</p> <p>Attention: The Municipality of Lambton Shores Steve McAuley 7883 Amtelecom Parkway Forest, ON N0N 1J0 Phone: 519-243-1400 Email: smcauley@lambtonshores.ca</p> <p>Attention: The Town of Plympton-Wyoming Sarah Baldwin 546 Niagara Street, Box 250, Wyoming, On, N0N 1T0 Phone: 519-845-3939 Email: sbaldwin@plympton-wyoming.ca</p> <p>Attention: The City of Sarnia David Jackson 255 Christina St. North P.O. Box #3018 Sarnia, ON N7T 7N2 Email: david.jackson@sarnia.ca</p>	<p>The Village of Point Edward Jim Burns 135 Kendall Street, Point Edward, ON, N7V 4G6 Phone: 519-337-3021 Email: jburns@villageofpointedward.com</p> <p>Attention: The Municipality of Lambton Shores Steve McAuley 7883 Amtelecom Parkway Forest, ON N0N 1J0 Phone: 519-243-1400 Email: smcauley@lambtonshores.ca</p> <p>Attention: The Town of Plympton-Wyoming Sarah Baldwin 546 Niagara Street, Box 250, Wyoming, On, N0N 1T0 Phone: 519-845-3939 Email: sbaldwin@plympton-wyoming.ca</p> <p>Attention: The City of Sarnia David Jackson 255 Christina St. North P.O. Box #3018 Sarnia, ON N7T 7N2 Email: david.jackson@sarnia.ca</p>
The Corporation of St. Clair Township	<p>Attention: St. Clair Township Ian MacDougall 1155 Emily Street Mooretown, ON, N0N 1M0 Phone: 519-867-2021 Email: Ian.MacDougall@county-lambton.on.ca</p>	<p>Attention: St. Clair Township Ian MacDougall 1155 Emily Street Mooretown, ON, N0N 1M0 Phone: 519-867-2021 Email: Ian.MacDougall@county-lambton.on.ca</p>

Schedule C – Joint Risk Management Services Agreement
Reports

Report	Description	Timing
Source Protection Annual Reporting	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Summary of funding received and program expenditures by program component • Collective summary of the entire program for all participating municipalities 	May each year
Staff or council updates	<ul style="list-style-type: none"> • Other reasonable written or verbal updates requested from time to time 	As requested

Amended Schedule D - Source Protection Part IV Enforcement Transfer Agreement

Payment Schedule

Township of Perth East

Payment	Due Date	Description	Payment Amount
1	June 1, 2024	Biannual program implementation payment	\$10,925.60
2	December 1, 2024	Biannual program implementation payment	\$10,925.60
3	June 1, 2025	Biannual program implementation payment	\$11,390.00
4	December 1, 2025	Biannual program implementation payment	\$11,390.00
2-Year, Total Program Cost			\$44,631.20

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 3 as of the day and year first written above.

UPPER THAMES RIVER CONSERVATION AUTHORITY



Chair

December 7 2023
Date


General Manager/Secretary-Treasurer

December 13, 2023
Date

THE CORPORATION OF THE TOWNSHIP OF PERTH
EAST


Mayor

November 21, 2023
Date


Municipal Clerk

November 21, 2023
Date