

Bill No. 580
2017

By-law No. A.- _____

A by-law to approve and authorize the Mayor and City Clerk to sign the Amendments to existing Agreements in order to continue the Corporation's intent to transfer the responsibility for risk management for Source Water Protection to the Upper Thames River Conservation Authority, as well as to continue the services of this Authority to undertake Risk Management duties on their behalf; it being noted that the Service Agreement will form the basis for details such as responsibilities, data sharing and insurance.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS The Corporation of the City of London entered into an Agreement with the Upper Thames River Conservation Authority on September 1, 2014 to transfer Risk Management responsibilities and undertake Risk Management duties;

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to approve and authorize the Mayor and City Clerk to sign the Amendments with The Upper Thames River Conservation Authority (the "Authority") with respect to the transfer of risk management responsibilities concerning the Thames Sydenham Region Source Protection Plan in collaboration with other municipal partners, to obtain and share information and utilize the services of the Authority for the purposes of negotiating Risk Management Plans for properties identified as a potential threat to municipal drinking water systems;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. 1, to Source Protection Part IV Enforcement Transfer Agreement, attached as Schedule 'A', is hereby authorized and approved;
2. Amendment No. 1, to Source Protection Joint Risk Management Services Agreement, attached as Schedule 'B', is hereby authorized and approved;
3. The Mayor and City Clerk are authorized to execute the amendments approved under Section 1 and Section 2, above; and
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council October 3, 2017

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – October 3, 2017
Second Reading – October 3, 2017
Third Reading – October 3, 2017

SCHEDULE 'A'

AMENDMENT NO.1 SOURCE PROTECTION PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AMENDMENT NO.1 made effective the first day of September, 2017.
BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called "the Municipality")

OF THE FIRST PART

- and -

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter called "the Authority")

OF THE SECOND PART

PREAMBLE:

WHEREAS the Parties entered into an agreement dated as of September 1, 2014 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 *Clean Water Act* as part of implementation of the Thames-Sydenham and Region Source Protection Plan (the "**Agreement**").

And Whereas pursuant to Section 7.04 of the Agreement, amendments may only be made by mutual agreement;

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

1. This Amendment No. 1 shall have an effective date of September 1, 2017 and shall continue for a period of 3 years and 4 months, ending the 31st day of December 2020.
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. 1.
3. The Agreement is amended as follows:
 - a. Schedule "A" (Payment Schedule) as set out in the Agreement is deleted in its entirety and replaced with the following:

Amended Schedule A - Source Protection Part IV Enforcement Transfer Agreement
Payment Schedule
City of London

Payment	Due Date	Description	Payment Amount
1	December 1, 2017	Balance of 2017 program costs	\$ 6,303
2	June 1, 2018	Biannual program implementation payment	\$ 9,453
3	December 1, 2018	Biannual program implementation payment	\$ 9,453
4	June 1, 2019	Biannual program implementation payment	\$ 9,453
5	December 1, 2019	Biannual program implementation payment	\$ 9,453
6	June 1, 2020	Biannual program implementation payment	\$ 9,453
7	December 1, 2020	Biannual program implementation payment	\$ 9,453
3 year, 4 month program costs			\$ 63,021

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

UPPER THAMES RIVER CONSERVATION AUTHORITY

 Chair Date

 General Manager/Secretary-Treasurer Date

THE CORPORATION OF THE CITY OF LONDON

 Mayor Date

 City Clerk Date

SCHEDULE 'B'

AMENDMENT NO.1 SOURCE PROTECTION JOINT RISK MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT NO.1 made effective the first day of September, 2017.

BETWEEN:

Upper Thames River Conservation Authority,
(hereinafter called "the Authority")

OF THE FIRST PART
- and -

The Corporation of the The City of London,
OF THE SECOND PART
- and -

The Corporation of the City of Stratford,
OF THE THIRD PART
- and -

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

The Corporation of the Township of Perth East,
OF THE FIFTH PART
- and -

The Corporation of the Municipality of West Perth,
OF THE SIXTH PART
- and -

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

(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. 1 shall have an effective date of September 1, 2017 and shall continue for a period of 3 years and 4 months, ending the 31st day of December 2020.
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. 1.
3. The Agreement is amended as follows:
 - a. The Corporation of the Township of Perth South is removed as a party of the Agreement.

- b. Schedule "A" (Program Description and Timelines), Schedule "B" (Notification Contacts) and Schedule "C" (Reports), 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
Risk Management Plan (RMP) Negotiation	<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. 	SPP effective date to expiry of agreement
	<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. 	September 1, 2017 to August 31, 2018

<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>
<p>Education, Outreach and Stewardship Support</p>	<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. 	<p>SPP effective date to expiry of agreement</p>
<p>Compliance and Enforcement</p>	<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. 	<p>SPP effective date to expiry of agreement</p>
<p>Monitoring and Reporting</p>	<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. 	<p>SPP effective date to expiry of agreement</p>

Schedule B – Joint Risk Management Services Agreement

Notification Contacts

	Official Administrative Contact	Technical Contact
Upper Thames River Conservation Authority	Attention: General Manager/Secretary Treasurer Ian Wilcox 1425 Clarke Rd, London, ON, N5V 5B9 Fax 519-451-1188 Phone 519 451-2800x259 Email wilcoxi@thamesriver.on.ca	Attention Source Protection Coordinator Jenna Allain 1425 Clarke Rd, London, ON, N5V 5B9 Fax 519-451-1188 Phone 519 451-2800x223 Email fletcher@thamesriver.on.ca
The Corporation of the City of London	Attention: Director - Water and Wastewater, Scott Mathers 300 Dufferin Avenue PO BOX 5035 London ON N6A 4L9 Phone 519-661-2489 Ext. 4430 Email smathers@london.ca	Attention: Urban Watershed Program Manager, Patrick Donnelly 300 Dufferin Avenue PO BOX 5035 London ON N6A 4L9 Fax 519-661-2354 Phone 519-661-2489 Ext. 0418 Email pdonnelly@london.ca
The Corporation of the City of Stratford	Attention: City Clerk Joan Thomson 1 Wellington St PO Box 818 Stratford, ON, N5A 6W1 Fax 519-273-5041 Phone 519-271-0250 ext 237 Email jthomson@stratfordcanada.ca	Attention: Manager of Environmental Services, Infrastructure and Development Mike Mortimer 82 Erie Street, 3 rd Floor Stratford, ON, N5A 2M4 Fax 519-271-1427 Phone 519-271-0250 ext 315 Email mmortimer@stratfordcanada.ca
The Corporation of the Township of Perth East	Attention: Chief Administrative Officer Glenn Schwendinger P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Fax 519-595-2801 Phone 519-595-2800 ext 232 Email gschwendinger@pertheast.ca	Attention: Manager of Public Works and Parks Wes Kuepfer P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Fax 519-595-2801 Phone 519-595-2800 ext 234 Email wkuepfer@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 Fax: (519) 348-8935 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 Fax: (519) 348-8935 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 Fax 519-284-3881 Phone 519-284-2340 ext 216 Email: bkittmer@town.stmarys.on.ca	Attention: Environmental Coordinator Dave Blake 408 James Street South, P.O. Box 998, St. Mary's, ON N4X 1B6 Phone: 519-284-2340 ext. 209 Fax: 519-284-0902 Email: dblake@town.stmarys.on.ca

	Official Administrative Contact	Technical Contact
The Corporation of the Municipality of Chatham-Kent	Attention: Chief Legal Officer John Norton 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Fax 519-436-3204 Phone 519-360-1998 ext 3800 Email: john.norton@chatham-kent.ca	Attention: Director, Planning Services Bruce McAllister 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Fax 519-436-3204 Phone 519-360-1998 ext 3042 Email: bruce.mcallister@chatham-kent.ca

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

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

UPPER THAMES RIVER CONSERVATION AUTHORITY

Chair Date

General Manager/Secretary-Treasurer Date

THE CORPORATION OF THE CITY OF LONDON

Mayor Date

City Clerk Date