

2018-39

AMENDMENT 2018

SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT

THIS AMENDMENT 2018 made effective the first day of October, 2018.

BETWEEN:

THE TOWN OF AMHERSTBURG	OF THE FIRST PART
- and -	
THE TOWN OF ESSEX	OF THE SECOND PART
- and -	
THE TOWN OF KINGSVILLE	OF THE THIRD PART
- and -	
THE TOWN OF LAKESHORE	OF THE FOURTH PART
- and -	
THE TOWN OF LASALLE	OF THE FIFTH PART
- and -	
THE MUNICIPALITY OF LEAMINGTON	OF THE SIXTH PART
- and -	
THE TOWNSHIP OF PELEE	OF THE SEVENTH PART
- and -	
THE TOWN OF TECUMSEH	OF THE EIGHT PART
- and -	
THE CORPORATION OF THE CITY OF WINDSOR	OF THE NINTH PART
- and -	
THE MUNICIPALITY OF CHATHAM-KENT	OF THE TENTH PART
(hereinafter individually referred to as a "Municipality" and cumulatively referred to as "the Municipalities")	
- and -	
THE ESSEX REGION CONSERVATION AUTHORITY	OF THE ELEVENTH PART
(hereinafter called "the Authority")	

WHEREAS the Parties, save and except the Municipality of Chatham-Kent, entered into an agreement dated as of October 1, 2015 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 "Majority Agreement"); and

WHEREAS the Corporation of the Municipality of Leamington and the Essex Region Conservation Authority entered into an amending agreement dated January 25, 2016, the "Leamington Amendment"; and

WHEREAS the Town of Tecumseh and the Essex Region Conservation Authority entered into an amending agreement dated January 2016, the "Tecumseh Amendment"; and

WHEREAS The Essex Region Conservation Authority and the Municipality of Chatham-Kent entered into an agreement dated as of October 1, 2015 on similar terms and conditions as the

agreement with the other parties (the "Chatham-Kent Agreement"); and

WHEREAS pursuant to Section 7.2 of the Majority Agreement and the Chatham-Kent Agreement, the Authority can initiate a renewal of each agreement no later than 120 days prior to expiry of the term set out in Section 7.1; and

WHEREAS pursuant to Section 7.4 of the Majority Agreement and the Chatham-Kent 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 all Parties, the Authority and the Municipalities hereby acknowledge, agree and undertake as follows:

1. The Municipality of Chatham-Kent agrees to be bound by the terms of the Majority Agreement and the amends thereto stated herein
2. The Majority Agreement subject to the Leamington Amendment and the Tecumseh Amendment, is amended as follows:
 - a. The Municipality of Chatham-Kent is added as a party of the Majority Agreement.
 - b. This Amendment 2018 shall amend the Majority Agreement having an effective date of October 1, 2018 and shall extend the Majority Agreement for a period of 3 years and 3 months, ending the 31st day of December 2021.
 - c. The Thames-Sydenham and Region Source Protection Region is added to Section 1.3 so that the Authority will act as agent of the Municipality for the duties and enforcement responsibilities of Part IV of the Act for those lands located within the Municipality that are situated wholly or partially within the Essex Region Source Protection Region or the Thames-Sydenham and Region Source Protection Region
 - d. To the list of addresses in Section 9.5, the following is added:

To the Municipality of Chatham-Kent:

315 King Street West
Chatham, ON N7M 5K8
Attention: Chief Legal Officer
 - e. Schedule "A" (cost estimates and accounting), as set out in the Majority Agreement are deleted in their entirety and replaced with the following:

Schedule A: Cost Estimates and Accounting			
Municipality	Shared Costs	Direct Costs	Total Costs
Amherstburg	\$7,789	\$1,879	\$9,668
Town of Essex	\$9,110	\$4,367	\$13,477
Kingsville	\$16,505	\$18,293	\$34,798
Lakeshore	\$9,817	\$5,699	\$15,516
Lasalle	\$7,504	\$1,343	\$8,847
Leamington	\$29,687	\$43,112	\$72,799
Pelee	\$6,996	\$386	\$7,382
Tecumseh	\$7,912	\$2,112	\$10,024
Windsor	\$9,429	\$4,969	\$14,398
Chatham-Kent	\$8,427	\$3,082	\$11,509
TOTAL	\$113,176	\$85,242	\$198,418

3. All other terms and conditions of the Majority Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment 2018.
4. Execution of Agreement; Counterparts; Electronic Signatures
 - a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
 - b. The exchange of copies of this Agreement and of signature pages by electronic transmission in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

ESSEX REGION CONSERVATION AUTHORITY

Rick Fryer, Chair, Essex Region Conservation Authority Date

Richard J.H. Wyma, General Manager/Secretary-Treasurer Date
I/We have authority to bind the Essex Region Conservation Authority.

TOWN OF AMHERSTBURG

Signature/Name/Title Date

Signature/Name/Title Date
I/We have authority to bind the Town of Amherstburg.

TOWN OF ESSEX

Signature/Name/Title Date

Signature/Name/Title Date
I/We have authority to bind the Town of Essex.

TOWN OF KINGSVILLE

Signature/Name/Title	Date
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Signature/Name/Title	Date
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I/We have authority to bind the Town of Kingsville.

TOWN OF LAKESHORE

Signature/Name/Title	Date
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Signature/Name/Title	Date
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I/We have authority to bind the Town of Lakeshore.

TOWN OF LASALLE

Signature/Name/Title	Date
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Signature/Name/Title	Date
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I/We have authority to bind the Town of LaSalle.

MUNICIPALITY OF LEAMINGTON

Signature/Name/Title	Date
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Signature/Name/Title	Date
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I/We have authority to bind the Municipality of Leamington.

TOWNSHIP OF PELEE

DAVE DEKELLIS Sept 24/18
Signature/Name/Title DEPUTY MAYOR Date

MICHELLE FELTZ 2018-09-24
Signature/Name/Title TREASURER/ACTING CLERK Date

I/We have authority to bind the Township of Pelee.

TOWN OF TECUMSEH

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Town of Tecumseh.

THE CORPORATION OF THE CITY OF WINDSOR

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the City of Windsor.

MUNICIPALITY OF CHATHAM-KENT

Signature/Name/Title Date

Signature/Name/Title Date

I/We have authority to bind the Municipality of Chatham-Kent.