



Township of Douro-Dummer
Addendum Agenda for a Regular Meeting of Council

Tuesday, October 6, 2020, 5:00 p.m.

Douro-Dummer YouTube Channel

https://www.youtube.com/channel/UCPpzm-uRBZRDjB89o2X6R_A

Please note, that Council may, by general consensus, change the order of the agenda, without prior notification, in order to expedite the efficiency of conducting business

Electronic Meetings

On August 4, 2020 Council amended the Township Procedure By-Law to permit meetings to be held electronically and to allow members participating electronically to be counted towards quorum.

Until further notice, regular meetings of Council are being held electronically. Meetings will be recorded and live-streamed on the Township YouTube channel.

Please contact the Clerk if you require an alternative method to virtually attend the meeting. crystal@dourodummer.on.ca or 705-652-8392 x205

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| 9. Other Business and Staff Reports: | |
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| *11.1 By-law 2020-54 - To Authorize the Execution of a Drinking Water Source Protection Program Agreement for the Enforcement of Part IV and Implementation of Policies Related to Education and Outreach with the Otonabee Region Conservation Authority | 27 |

Overview:

The Township is part of the Trent Source Protection Plan (SPP) which came into effect on January 1, 2015. This plan was developed under the *Clean Water Act, 2006*. Municipalities which are part of the Plan and are beholden to the *Act* required to appoint a Risk Management Official and develop and delivery ongoing education and outreach programs to their effected landowners and the community at large. Since 2015 the Outreach and Education pieces have been completed by Otonabee Region Conservation Authority staff under a contract with the municipality. The enforcement activities under this Plan have also been contracted to ORCA staff. Our contracts for both type of service will be expiring at the end of the year. ORCA staff have now combined the two services into one agreement for Council's consideration.

A copy of the agreement and an overview of the Proposed Activities and Program Service Fees are attached to this report.

By continuing to have one Risk Management Official fulfills both the enforcement and education and outreach activities for all municipal members in the Trent Source Protection Plan, the costs are minimized for each member and the service delivery is consistent across the Plan. The agreement that is before Council is for a 4-year term from January 1, 2021 to December 31, 2024.

Conclusion:

In order to meet our obligations under the Trent Source Protection Plan and the *Clean Water Act, 2006*, it is pertinent to enter into a shared service agreement with ORCA for the provision of enforcement services under Part IV of the *Clean Water Act, 2006* and the provision of outreach and education services under Policy G-5 of the Trent Source Protection Plan.

Recommendation:

That the C.A.O.-2020-53 report, dated September 16, 2020 regarding Risk Management Official/Education and Outreach Program re Source Water Protection be received and that the Mayor and Deputy Clerk be authorized to execute the necessary agreement with ORCA to provide this service for the years 2021 to 2024.

Financial Impact:

The cost of the agreement for enforcement, education and outreach services under the proposed agreement will remain at the same price per year for 2021 to 2024, that it had been for the previous iteration of the agreement.

Strategic Plan Applicability:

Not Applicable.

Sustainability Plan Applicability:

Not Applicable.



**Risk Management Office/Education and Outreach Program
2021-2024 Proposed Activities and Program Service Fees**



Prepared for the Township of Douro-Dummer

September 2020

Introduction

The Trent Source Protection Plan (SPP) came into effect January 1, 2015 and was developed under the *Clean Water Act, 2006 (Act)*. Affected municipalities have legislated responsibilities under the *Act*, including the appointment of a Risk Management Official and development and delivery of an ongoing education and outreach program.

An agreement has been in place since 2017 for Otonabee Conservation to provide the services of the Risk Management Office as legislated under Part IV the *Clean Water Act, 2006* and the development and delivery of an ongoing Education and Outreach Program as required by the SPP on behalf of the Township of Douro-Dummer.

This agreement is scheduled for renewal by December 31, 2020.

This proposal details the costs and activities that Otonabee Conservation will provide through this agreement. The program service fees will remain the same as per the previous agreement and are detailed in this proposal. A period of four years is recommended for this agreement from January 1, 2021 to December 31, 2024.

Activities of the Risk Management Office

Municipal responsibilities under the *Act*, include the enforcement of Part IV policies under s. 47 which includes three key activities: Prohibition (s.57); Risk Management Plans (s. 58); and, Restricted Land Use (s. 59).

Part IV responsibilities are administered by a Risk Management Official (RMO) and Risk Management Inspector (RMI). This proposal assumes these responsibilities will continue to be provided through the Risk Management Office housed at Otonabee Conservation. The joint responsibilities and authorities of an RMO and RMI include:

- Negotiation of risk management plans under s. 58;
- Issuance of notices and orders to establish RMPs;
- Issuance of s. 59 notices for Restricted Land Use;
- Review and acceptance of risk assessments;
- Issuance of s. 61 orders to report to RMO on activities;
- Issuance of orders requiring a person grant access to their property;
- Attendance at Environmental Review Tribunal hearings;
- Making records available to the public;
- Inspections and monitoring to ensure Part IV compliance;
- Issuance of enforcement orders under s. 63 and prosecution for Part IV offences;
- Obtaining inspection warrants from a court;

- Preparation of reports as required; and,
- Attendance at Environmental Review Tribunal hearings.

Education and Outreach

Policy G-5 of the SPP requires that municipalities develop and implement an ongoing education and outreach program by January 1, 2017, to educate anyone engaging an activity that is, or would be, a Significant Drinking Water Threat (SDWT).

Education and outreach is a key component of the Risk Management Office and the Drinking Water Source Protection Program. Education and outreach program activities include:

- Distribution and development of source water protection education & outreach material;
- Distribution of materials to affected landowners/tenants;
- Maintenance of records to allow tracking and reporting of information distributed;
- Use of ORCA/Trent Conservation Coalition website and social media platforms;
- Integration of Source Water Protection messaging in education programs, information materials, displays; and,
- Participation/representation at community events.

Agreement

This Agreement includes the enforcement of Part IV responsibilities (Risk Management Office Activities) and the Education and Outreach Program. A term of four years is recommended for the period from 2021-2024 for the new Agreement.

Enforcement of Part IV Responsibilities and Education & Outreach Program

Currently, eight municipalities (Asphodel-Norwood, Cavan Monaghan, Douro-Dummer, Otonabee-South Monaghan, Selwyn, City of Peterborough, Trent Lakes and Havelock-Belmont-Methuen) hold individual agreements to transfer their Part IV enforcement responsibilities to Otonabee Conservation under its Authority as the Otonabee-Peterborough Source Protection Authority (O-P SPA). These municipalities also have agreements with Otonabee Conservation to develop and deliver the ongoing education and outreach program required by SPP Policy G-5.

Proposed Program Service Fees

Proposed costs for each municipality to transfer their Part IV responsibilities to Otonabee Conservation and to continue delivering the legislated education and outreach activities are based on the following:

- Number of municipal residential drinking water systems in a given municipality;
- Number of parcels affected (where SDWT activities, are or could be)

The annual costs for the 2021-2024 period remain the same as those from the 2017-2021 period.

| Description | Annual Cost |
|---|-------------|
| Risk Management Office and Education and Outreach Program for Township of Douro-Dummer | \$8,000 |

Conclusion

Through this proposal, Otonabee Conservation offers a cost effective, efficient service to ensure municipalities meet their ongoing legal responsibilities under the *Act* related to Risk Management and the Education and Outreach Program.

Otonabee Conservation is well positioned to continue to assist The Township of Douro-Dummer in fulfilling its municipal requirements under the *Clean Water Act, 2006 (Act)*. Otonabee Conservation has the capacity, expertise and experience to provide the services offered under this proposal to ensure municipal compliance and successful implementation of the Drinking Water Source Protection Program.

For additional information and discussion, please contact:

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Drinking Water Source Protection Program Agreement for the Enforcement of Part IV and Implementation of Policies Related to Education and Outreach

This Agreement made effective the _day of _____, 2020.

Between:

The Township of Douro-Dummer

(hereinafter called “the Municipality”)

of the First Part

- and -

Otonabee Region Conservation Authority

(hereinafter called “the Authority”)

of the Second Part

Preamble:

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 an agent of the Municipality with respect to the enforcement and jurisdictional rights under Part IV of the Act and Policy G-5, Education and Outreach as part of implementation of the Trent Source Protection Plan.

And Whereas the Authority is a Source Protection Authority for the purposes of the Act and of this Agreement;

And Whereas the Municipality is located within the Otonabee-Peterborough Source Protection Area, in the Trent Conservation Coalition Source Protection Region as set out in Ontario Regulation 284/07;

And Whereas the Authority has significant expertise in Drinking Water Source Protection given it’s experience acting as the Otonabee-Peterborough Source Protection Authority (O-P SPA) for municipalities in the Otonabee-Peterborough Source Protection Area, and as a member of the Trent Conservation Coalition (TCC) Source Protection Region;

And Whereas a cooperative arrangement will be established between the Municipality and the Authority, whereby the Authority will assist the Municipality in meeting legislated municipal

responsibilities under the *Act* and Trent Source Protection Plan (SPP) including education and outreach requirements included in the SPP and the enforcement of Part IV under the *Act*.

In Consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Article One

Definitions

Section 1.01: 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:

- (i) “*Act*” means the *Ontario Clean Water Act, 2006*, as amended;
- (ii) “*Agreement*” means this document;
- (iii) “*Board of Health*” refers to the Board of Directors of Peterborough Public Health;
- (iv) “*Conservation Authority*” means the Otonabee Region Conservation Authority;
- (v) “*Education and Outreach*” relates to activities required by Policy G-5 of the Trent Source Protection Plan;
- (vi) “*Parties*” means the Authority and the Municipality;
- (vii) “*Planning board*” means a planning board established under section 9 or 10 of the *Planning Act*;
- (viii) “*Program Service Fees*” means the agreed upon costs for delivery of services identified in Section 4.01 of this Agreement.
- (ix) “*The Regulation*” means *Clean Water Act Regulation 287/07*;
- (x) “*Risk Management Inspector*” means a Risk Management Inspector appointed under Part IV of the *Act*;
- (xi) “*Risk Management Official*” means the Risk Management Official appointed under Part IV of the *Act*;
- (xii) “*Risk Management Plan*” means a plan for reducing a risk prepared in accordance with the regulations and the rules;

- (xiii) “Significant drinking water threat” means a drinking water threat that, according to a risk assessment, poses or has the potential to pose a significant risk under the *Clean Water Act, 2006*;
- (xiv) “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*;
- (xv) “Source Protection Plan” means a drinking water source protection plan prepared under the *Act*;
- (xvi) “Vulnerable Area” means:
 - i. A surface water intake protection zone;
 - ii. A wellhead protection area;
 - iii. Significant groundwater recharge area; or
 - iv. Highly vulnerable aquifer.

Article Two

General

Section 2.01: Source Protection Authorities

Under Section 4 of the *Act*, the Otonabee Region Conservation Authority (ORCA) serves as the Source Protection Authority for the Otonabee-Peterborough Source Protection Area. Ontario Regulation 284/07 under the *Act* designates the participating municipalities for ORCA when they act as the Source Protection Authority under the *Act*.

Section 2.02: 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.

Section 2.03: Appointment of Agent

The Municipality hereby appoints the Authority as the agent of the Municipality to carry out enforcement under Part IV of the *Act* within the Municipality.

Section 2.04: Acceptance of Appointment

The Authority hereby accepts the appointment and agrees to act as an Agent of the Municipality for the duties and enforcement responsibilities of Part IV of the *Act* for the lands located within the Municipality.

Section 2.05: Application

The activities related to the duties and enforcement of Part IV under the *Act* in this Agreement shall be applicable to all lands located in the Municipality that are subject to Part IV of the *Act*.

Section 2.06: Duties

The Authority shall faithfully carry out their duties hereunder on a fee for service basis, referred to as Program Service Fees, in accordance with the *Act*, the Trent Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.

Article Three

Responsibilities and Services

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*. The duties, powers and services **include but are not limited to** those listed in this Section.

The Authority shall:

- (i) Appoint such Risk Management Official(s) and Risk Management Inspector(s) as are necessary for the enforcement of Part IV of the *Act*;
- (ii) Provide mapping to the Municipality and establish protocols in consultation with the Municipality to ensure Part IV requirements are incorporated into the review of applications under the *Planning Act* and *Building Code Act*;
- (iii) Review applications under the *Planning Act* and *Building Code Act* as deemed necessary under the protocols referred to in (ii) and issue notices with respect to Restricted Land Use policies prior to those applications proceeding;
- (iv) Negotiate or, if negotiations fail, establish risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location subject to the *Act*;
- (v) Review and accept risk assessments under the *Act*;
- (vi) Conduct inspections and use powers of entry on properties where reasonable and obtain inspection warrants from a court where required;
- (vii) Issue orders and notices and exercise any other powers set out under Part IV of the *Act* to ensure compliance with the Part IV policies in the Trent Source Protection Plan;

- (viii) Maintain records in accordance with the *Act* and make records available to the public when required to do so in accordance with the Municipal Freedom of Information and Protection of Privacy Act;
- (ix) Maintain records in accordance with the *Act* and make records available to the municipality upon request, and enter into Data Sharing Agreements as required;
- (x) Prepare documentation and make provisions for staff to attend Environmental Review Tribunal Hearings;
- (xi) Report annually on activities as required under the *Act* and provide a copy of the annual report to the Municipality;
- (xii) The Authority will also assist the Municipality with implementation of policies in the Trent Source Protection Plan related to Education and Outreach including the following activities: compilation of materials, development of material, where not otherwise available, distribution of materials to applicable parties (landowners, tenants etc.), use of various media for promotion, and provision of source water protection messaging at events, reporting; and,
- (xiii) Acting reasonably, determine the manner in which to perform their responsibilities and services identified under this Agreement.

Section 3.02: Responsibilities of the Municipality

The Municipality shall adhere to agreed upon protocols (including circulating certain 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 Ontario Regulation 287/07.

The Municipality shall also:

- (iii) Collaborate with the Authority and municipalities in the Otonabee-Peterborough Source Protection Area to access eligible funding;
- (iv) provide information in a timely manner to assist the Authority in carrying out its roles and responsibilities as set out in this Agreement;
- (v) attend meetings/workshops to allow for information transfer, training and discussion on implementation approaches; and,
- (vi) Generally cooperate with and assist the Authority with the protection of safe drinking water.

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;
- (iii) In the event of termination of this Agreement, records will be transferred to the Municipality;
- (iv) All information and data acquired or generated for the duration of this Agreement shall be jointly owned by the Authority and the Municipality. In the event of termination of the Agreement copies of all information and data that has been acquired or generated will be transferred to the Municipality at no cost upon request; and,
- (v) Records shall be retained for a period of at least 15 years as required by Section 11 of Ontario Regulation 287/07.

Section 3.04: Joint Decision Making Committee

The Authority will continue to coordinate the activities of the Joint Decision Making Committee to provide guidance for the operation of the Risk Management Office.

Section 3.05: Performance of Duties

Based on the development of processes and procedures, the Authority shall act reasonably, to perform their responsibilities and services identified under this Agreement. The Municipality agrees that, they shall cooperate with the Authority in its performance of its responsibilities and services, and will take reasonable steps as required to assist the Authority.

Article Four

Costs

Section 4.01: Program Service Fees

The ongoing Program Service Fees for the enforcement of Part IV of the *Act* and the implementation and compliance with relevant policies in the Trent Source Protection Plan, including Policy G-5 Education and Outreach have been mutually agreed upon and are included below for the period from January 1, 2021 to December 31, 2024.

| | |
|--|-----------------|
| Annual Costs for Operation of Risk Management Office including Risk Management Official, Risk Management Inspector and Education and Outreach Activities. | \$ 8,000 |
|--|-----------------|

Section 4.02: Recovery of Extraordinary Costs

The Authority shall consult with the Municipality prior to the commencement of any enforcement proceedings that would result in the expenditure for extraordinary costs not otherwise covered by the responsibilities and services provided by the Authority under Section 3.01 of this Agreement. Where it is agreed that enforcement proceedings are to be commenced, extraordinary costs incurred with respect to these proceedings shall be recovered from the Municipality. Such extraordinary costs may include, but are not limited to technical experts, enforcement orders, and legal costs related to Environmental Review Tribunal Hearings.

Section 4.03: Invoicing and Payment

The Authority shall invoice the Municipality semi-annually and the Municipality shall pay the invoice in full within 30 days of the invoice date.

Section 4.04: Review of Program Service Fees

The Program Service Fees have been established for the period from January 1, 2021 to December 31, 2024 and are included in Section 4.01 of this Agreement. The Parties agree that the future Program Service Fees may be adjusted to account for increased costs due to cost of living increases, salary increases, overhead or changes to the program and will be negotiated with municipalities prior to December 31, 2024.

Article Five

Risk Management Official(s) and Inspector(s)

Section 5.01: Appointment

The Authority will appoint such Risk Management Official(s) and Risk Management Inspector(s) as are necessary pursuant to subsection 48(2) of the *Act* and shall issue a certificate of appointment to the Risk Management Official(s) and Risk Management Inspector(s) as per subsection 48 (3) of the *Act*. The Risk Management Official(s) and Risk Management Inspector(s) will be employed by the Authority for all legislative purposes as provided for under Section 5.03 of this Agreement.

Section 5.02: Qualifications

The Risk Management Official(s) and Risk Management Inspector(s) will be qualified as prescribed by Ontario Regulation 287/07 (54).

Section 5.03: Compliance with Terms of Employment and Relevant Legislation

The Risk Management Official(s) and Risk Management Inspector(s) will comply with the Authority Terms of Employment which include but is not limited to training required under the *Accessibility for Ontarians with Disabilities Act*, *Occupational Safety & Health Act*, *Employment Standards Act*, *Workplace Safety Act*, Ontario Human Rights Code and other relevant legislation.

Article Six

Liabilities and Insurance

Section 6.01: 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's Commercial/Comprehensive General Liability insurance policy includes non-owned auto coverage, employers' liability, contractual liability, a cross liability and severability of interest clause. The Authority's insurer will give 30 days prior written notice to the Municipality in the event of cancellation or termination of the policy.

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, but only with respect to Commercial/ Comprehensive General Liability. Evidence of insurance satisfactory to the Municipality shall be provided to the Municipality prior to the commencement of work. The Authority shall annually provide each Municipality with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

Section 6.02: Workplace Safety and Insurance Board (WSIB)

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

Section 6.03: Liability of the Authority

The Authority shall indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damage, actions, suits, proceedings and expenses by whomsoever made, brought prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to any breach, violation or non-performance by the Authority of any covenant, term or provision of this Agreement, except where the Municipality has acted negligently or with willful intent.

If the Municipality shall, without fault on its part, or its employees or contractors, be made a party to any litigation commenced by or against the Authority related to, occasioned by or attributable to the enforcement duties or responsibilities or otherwise in connection with the Act or any regulations thereunder, then the Authority shall protect, indemnify and hold harmless and shall pay all costs, expenses and reasonable legal fees (on a substantial indemnity basis) incurred or paid by the Municipality in connection with such litigation.

Article Seven

Term, Renewal, Termination and Amendment of Agreement

Section 7.01: Initial Term

This Agreement shall continue in force for a period commencing on the 1st day of January 2021 and ending on the 31st day of December, 2024.

Section 7.02: Early Termination

The Agreement may be terminated without cause by either party with a minimum of 180 days written notice.

Section 7.03: 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.

Section 7.04: Renewal

This Agreement will automatically continue following the expiry of the term set out in Section 7.01 until it is superseded or replaced by a subsequent agreement. The Program Service Fees related to the renewal or subsequent agreement will be developed by the Authority in consultation with the Municipality.

Article Eight

Miscellaneous

Section 8.01: Preamble

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

Section 8.02: 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 8.03: Assignment

This Agreement shall not be assignable by either party.

Section 8.04: 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 8.05: 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 following addresses of the parties respectively:

To the Authority:

Otonabee Region Conservation Authority
250 Milroy Drive
Peterborough, ON K9H 7M9
Attention: Dan Marinigh, CAO/Secretary-Treasurer

To the Municipality:

Township of Douro-Dummer
894 South Street
PO Box 92
Warsaw, ON
K0L 3H0
Attention: Martina Chait-Hartwig, CAO

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 for the purpose of this Agreement.

Section 8.06: 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 8.07: 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.

In witness whereof the parties hereto have executed this Agreement as of the day and year first written above.

Otonabee Region Conservation Authority

Andy Mitchell, Chair Date

Dan Marinigh, CAO/Secretary-Treasurer Date

Township of Douro-Dummer

J. Murray Jones, Mayor Date

Martina Chait-Hartwig, CAO Date

Overview:

As Council may recall, the closure of the Douro and Warsaw Community Centres took place on March 18th, 2020. Since that time, the community centres have remained closed in order to comply with public health recommendations and continue to keep the community and staff members safe.

On August 14th, 2020, the province released a document "Guidance for Facilities for Sport and Recreational Fitness Activities during COVID-19". Staff have been working through the document and making modifications to the facility in the event Council decides to reopen for public use. A report regarding the work that has been done towards a safe re-opening was presented to Council on September 14, 2020. That report is attached as a reference document. Staff have been working with user groups and men's leagues to determine the number of hours requested. At this time Douro Minor Hockey is requesting 30 hours per week and 6 hours from local leagues. We also have a request for 16 hours of time from outside groups. We have received 19 hours of cancellations. With the current Provincial and Public Health regulations, we will not be able to support any tournament play, seniors drop-in skating, parent and tots programs or public skating. We also cannot use shower facilities. The break even point for operating our community centres ranges from 35 to 45 hours a week, this can fluctuate based on the user group and the time slots requested.

Staff have provided a brief list of action items and changes in our operation that will be carried out if Council wishes to proceed with the ice installation.

- Part time staff will be required again this year for the winter season.
- Review Return to Play Policies from user groups.
- Install additional hand sanitizing stations (units are purchased but are on backorder)
- Online training for staff - cleaning procedures in response to COVID – 19.
- Staff to ensure that users groups enforce physical distancing, contact tracing, pre - screening upon entry and maximum occupancy within the facility.
- Install various required signage throughout the facility to guide patrons through the new floor plan to maintain physical distancing and avoid congestion areas.
- All persons must wear a face covering inside the building.
- Additional thirty (30) minutes will be required to sanitize the facility between each surface rental.
- Dressing rooms will be left open during rentals along with high traffic area doors to eliminate as many touch points as possible.
- There will be a maximum of 22 participants on the ice at one time.
- Any player under the age of eighteen (18) will be allowed 1 parent or legal guardian inside the facility during the surface rental.

- The renter will be required to provide a list of all participants including names and contact information for the purpose of contact tracing.
- There will be a self-screening notice at the entrance of the facility.
- There will be no outside food permitted and no operating of the canteen.
- Purchase additional cleaning equipment to ensure efficiency during cleaning procedures (some of these have been purchased already including backpack spraying systems).

Staff have developed a re-opening plan that outlines four stages of use, If the facilities were to re-open we would start at stage two of the plan. A copy of the plan is attached to this report along with an agreement that would need to be signed by all renters while the pandemic is occurring.

Along with the change in demand for surface rentals at this current time, staff are anticipating additional operating costs in order to meet the regulations and guidelines set out by the province and local public health services. There will be an increase in staff resources to maintain the building to the new standard and guidelines for the disinfecting and cleaning schedules between rentals and staff will be responsible for monitoring social distancing, contact tracing and maximum occupancy within the facility. Staff will now to be required to work in pairs, this means in most cases two staff will now be working during all surface rentals, although there are many factors to consider, we are anticipating an increase to part time wages. The amount is unknown at this time.

It must be noted that at this time, the Township only has one certified arena operator. If Council choses to open one or both facilities, we must have a minimum of two operators. A recruitment process will need to be held to find staff to fill these positions. Without trained operators and trained staff it would be unsafe and a huge liability to the Township to install ice and allow the public to use the ice facilities. Further, because of Covid-19, we did not conduct our usual hiring of seasonal staff. While we have returning staff members who will be joining us for the winter season, we will need to recruit additional staff. As noted above we will need to have two staff working every shift to ensure that all of the public health directives are complied with along with normal duties.

As well as thinking about staffing, Council will need to provide direction on whether they would like to open one or both facilities. Both the Douro and Warsaw Community Centres have seen capital projects throughout the summer and are currently receiving new paint and flooring. The past costs to open each facility is as follows:

Operational hard costs not including staffing:

| | |
|-------------------|--------------------|
| Warsaw CC | Douro CC |
| \$7,500 per month | \$11,666 per month |
| \$250 per day | \$388 per day |

Further the cost to install the ice at each centre is as follows:

Ice Paint, + Staffing = \$8,500 Warsaw Community Centre or \$9,500 at Douro Community Centre

It should be noted that these costs are based on 2019 and the Douro Community Centre has undergone a series of efficiency upgrades that will reduce the start up and operating costs.

As well as thinking of the costs to install the ice, Council should also consider the cost if we need to remove the ice because of possible provincial orders to shut down recreation facilities as we saw in the spring of 2020. The shut down costs for Cimco and staffing are \$2600 at the Warsaw Community Centre and \$3200 at the Douro Community Centre.

If Council decides to proceed with the ice installation, the scheduling of surface rentals and staff will be adjusted as needed and performance would be continually monitored to ensure the department is operating as effectively as possible as we work through these challenging times. It is also important for Council to understand, although there could be an increase to the operating budget to deliver these services especially if both community centres were to be opened.

To assist Council in making a decision the following options are possible.

Option 1: Proceed with ice installation schedule – start refrigeration plant October 8th with a tentative first rental and reopening date of October 16th, 2020. – This option is dependent on all of the factors lining up perfectly and that there are no changes to the Covid-19 pandemic.

Option 2: Delay ice installation and tentatively schedule the refrigeration plant to start – up on the first day of either November, December or January. It is important for Council to know the ice installation process can take between 8 to 10 days depending on the weather.

Option 3: Delay ice installation until further notice, continue to monitor the COVID – 19 stage 3 pandemic and wait for the province to release the fall strategy.

All of these options are dependent on having adequate staffing in place so that the Township can meet its obligations under the *Occupational Health and Safety Act* and regulations from TSSA.

The operating expenses including additional staff and the acquisition of the required cleaning supplies, equipment as well as new signage, decals, and traffic flow equipment that are a direct result of COVID-19, are all eligible for the funding the Township received in the amount of \$221,600 through the Provincial Safe Restart Agreement funding program. This money will also need to be used to cover costs already incurred by the Township as presented in previous reports and that the Township will continue to incur as the pandemic continues.

Conclusion:

To be able to safely open one or more of the Community Centres for the installation of ice for use by user groups will require adequate staffing, time and money. Council will need to weight all of these factors along with the dangers and impacts of Covid-19 to the community and staff. Direction from Council is required for staff to take appropriate steps.

Recommendation:

That the C.A.O.-2020-57 report, dated October 1, 2020, regarding re-opening plans for the community centres be received and direction be provided to staff.

Financial Impact:

There will be financial implications to any option that Council chooses to proceed with.

Strategic Plan Applicability:

To develop and/or assist with the development and delivery of social and recreational programs as well as effectively maintaining and updating recreational facilities to promote healthy lifestyles and meet the broad range of community needs.

Sustainability Plan Applicability: N/A

Schedule "A" to Sporting Event Facility Agreement dated [date]

Between

The Township of Douro-Dummer ("Township")

and

[name of Organization] ("Organization")

Specific Conditions Related to Infectious Diseases including COVID-19

In addition to The Township of Douro-Dummer (the "Township") Standard Terms and Conditions contained in the Facility Rental Agreement (the "Agreement"), the undersigned, **acting as representative for and acting on behalf of the Organization**, has read, understands, and agrees to the following Additional Terms and Conditions. The Organization will abide by the Additional Terms and Conditions contained herein, as well as the Terms and Conditions in the Facility Rental Agreement:

1. The following individuals are not permitted to participate in the Sporting Event/League on/at the Facility (collectively referred to as "Prohibited Persons"):
 - a. Anyone who has tested positive for COVID-19 and who has not been deemed by health authorities to have recovered from COVID-19;
 - b. Anyone who is sick with any illness or has any symptom associated with COVID-19, including fever, cough, tiredness, aches and pains, nasal congestion, sore throat, diarrhea, shortness of breath, difficulty breathing, headache, chest pain/pressure, loss of taste or smell, discoloration of fingers or toes, or loss of speech or movement;
 - c. Anyone who has returned from traveling outside of Canada in the past 14 days; or,
 - d. Anyone who knows or believes that they may have been exposed in the past 14 days to: a person who has symptoms of COVID-19; or a person who has tested positive for COVID-19.
2. The Organization shall ensure that no Prohibited Person uses the Facility during the Term.
3. The Organization will comply with all applicable Provincial Orders, Provincial and Local Public Health directives and guidelines. This includes, if applicable: Return to Sports protocols and guidelines issued by the Organization's national and/or provincial sport organization regarding COVID-19.
4. The Facility Rental Agreement may be revoked or certain restrictions may be imposed by the Province, the Township, or other authorities that could result in cancellation or limitation of the Organization's use of the Facility, including limitations on attendance, depending on the COVID-19 pandemic situation.
5. The Organization agrees to:
 - a. abide by their governing body and/or Organization's established health and safety protocols for the use of training facilities and, upon request, provide the Township with copies of said protocols during the Term;
 - b. ensure any person who enters upon the Facilities for the purposes of participating in or watching the Sporting Event maintains a physical distance of at least 2 metres from any other person, subject to all applicable Provincial Orders, Provincial and Local Public Health directives and guidelines;
 - c. take attendance of the participants on each day of the Term that the Facilities are being used by the Organization;

- d. shall maintain the records created under 5(c) for the purpose of contact tracing in the event of a COVID-19 outbreak;
 - e. require each participant to bring their own equipment, and ensure any equipment being used is either used for a single use only or sanitized between each use; and,
 - f. supply and remove any equipment they require for their Event and sanitize/disinfect any equipment they provide, as required. Further, to inform all of the participants in the Event of their responsibility to sanitize their equipment.
6. The Township is not responsible for and will not be cleaning, sanitizing, or disinfecting any touch points, including but not limited to benches, bleachers, sinks, counters, tables, chairs, washrooms, etc. **during the event's rental period.**
 7. All activities during the rental period for the Event must abide by all applicable Provincial Orders, Provincial and Local Public Health directives and guidelines and all requirements of the Township or governing body for the organization (if applicable) including but not limited to;
 - o physical distancing
 - o sanitizing of hands and materials used
 - o wearing of masks/face coverings
 - o ensure all participants utilize the designated entrances and exit areas and
 - o **maintaining a contact tracing log of all participants** in their Event
 8. Change Rooms will be available based on the stage of reopening that the Township is at during the rental period.
 9. Obtaining permission to use the Facilities for the purpose of engaging in group activities or events presents various risks, including the risk of exposure to COVID-19 and other infectious diseases. The Organization voluntarily assumes any and all risks associated with exposure to COVID-19, which risks include but are not limited to the risk of personal injury, illness, and death, which the Organization, its players/participants, and any other user of the Facility may be exposed to by using the Facility.

[Name of representative for the Organization]

Signature: _____

Print Name: _____

Date: _____

Witness Signature: _____

Witness Print Name: _____

Date: _____

Township of Douro-Dummer – Reopening of Recreation Facilities Plan

Requirements – General Provisions

There will be four stages to the Township of Douro-Dummer arena reopening plan. There is no definite timeline for each stage of the reopening plan. The Township could be required to return to a previous stage or reclose the facility(s), if conditions or Provincial Orders make this necessary.

All Provincially required protocols must also be followed including;

- Physically distancing
- Wearing a face covering while in public spaces
- Participants and organization officials must wear a face covering until the skates are tied and helmets are on.
- Staying home if showing any signs or symptoms of COVID 19
- Sanitizing your hands frequently
- All participants/spectators must enter and exit through the designated doors and following the directional signage in the facility.
- Public washrooms in the lobby washrooms will be open with reduced capacity.
- Absolutely no outside food may be brought into the facility(s).

Douro Community Centre

All ice time in stages 1, 2 and 3 will be 45 minutes in duration allowing for 15 minutes of disinfection of the Douro Community Centre by Township staff. Standard ice time slots will be 60 minutes and will continue to start at the beginning of each hour.

Stage 1

- Access to the facility will be 15 minutes prior to rental period.
- Players and participants **will wait outside** while practicing physical distancing until being directed to enter by arena staff.
- No spectators will be allowed. Players and participants who are minors may be accompanied to the exterior door by adult and brought into the facility by approved organization representative.
- No personal belongings other than skates, water bottles, helmets, safety equipment and sticks will be allowed into the facility. All participants must arrive fully dressed.
- All participants must sit in the designated, physically distanced spaces while tying skates and on the player benches.
- All participants must leave the facility within 10 minutes of their rental time.
- There will be no change room access during this stage.

Stage 2

- Access to the facility 15 minutes prior to the rental period.
- 1 parent/guardian per participant permitted – if staying, must enter by the designated entrance and proceed directly to the designated spectator area – following capacities listed in each area and must remain in their physically distanced locations and must wear a face covering.
- Players and participants **will wait outside or in the lobby** practicing physical distancing until being directed to proceed by arena staff.
- No personal belongings other than skates, water bottles, helmets, safety equipment and sticks will be allowed into the facility. All **minor participants** must arrive fully dressed.
- All participants must sit in the designated, physically distanced spaces while tying skates and on the player benches.
- Change rooms will be available subject to reduced capacity. Only participants and designated representatives are permitted in change rooms. Capacity limits and scheduled times will be posted on the door and must be adhered to. Access to the shared washrooms is permitted with reduced capacity and there will be no shower use.
- All participants/spectators must leave the facility within 15 minutes following their rental time.

Stage 3

- Access prior to the rental period (arrival time) to the facility will be determined dependent on the nature of the rental (practice vs. game).
- A maximum of 50 spectators, if allowed by Provincial Orders, including parents/guardians per rental period. Spectators must enter by the designated entrance and proceed directly to the designated spectator area – following capacities listed in each area and must remain in their physically distanced locations.
- Players and participants will wait outside or in the lobby practicing physical distancing until being directed to proceed by arena staff.
- Change rooms will be available subject to reduced capacity. Only participants and designated representatives are permitted in change rooms. Capacity limits and scheduled times will be posted on the door and must be adhered to. Access to the shared washrooms is permitted with reduced capacity and there will be no shower use. Players and participants are permitted to bring equipment bags.
- All participants/spectators must leave the facility within 15 minutes following their rental time.

Stage 4

- These protocols will be determined based on Provincial Orders, Public Health Guidelines and League/Organization Return to Play Guidelines.
- Daily disinfection routines will continue

Warsaw Community Centre

All ice time in stages 1, 2 and 3 will be 45 minutes in duration allowing for 15 minutes of disinfection of the Warsaw Community Centre by Township staff. Standard ice time slots will be 60 minutes and will continue to start at the beginning of each hour.

Stage 1

- Access to the facility will be 15 minutes prior to rental period.
- Players and participants **will wait outside** while practicing physical distancing until being directed to enter by arena staff.
- No spectators will be allowed. Players and participants who are minors may be accompanied to the exterior door by adult and brought into the facility by approved organization representative.
- No personal belongings other than skates, water bottles, helmets, safety equipment and sticks will be allowed into the facility. All participants must arrive fully dressed.
- All participants must sit in the designated, physically distanced spaces while tying skates and on the player benches.
- All participants must leave the facility within 10 minutes of their rental time.
- There will be no change room access during this stage.

Stage 2

- Access to the facility 15 minutes prior to the rental period.
- 1 parent/guardian per participant permitted – if staying, must enter by the designated entrance and proceed directly to the designated spectator area – following capacities listed in each area and must remain in their physically distanced locations and must wear a face covering.
- Players and participants **will wait outside or in the lobby** practicing physical distancing until being directed to proceed by arena staff.
- No personal belongings other than skates, water bottles, helmets, safety equipment and sticks will be allowed into the facility. All **minor participants** must arrive fully dressed.
- All participants must sit in the designated, physically distanced spaces while tying skates and on the player benches.
- Change rooms will be available subject to reduced capacity. Only participants and designated representatives are permitted in change rooms. Capacity limits and scheduled times will be posted on the door and must be adhered to. Access to the shared washrooms is permitted with reduced capacity and there will be no shower use.
- All participants/spectators must leave the facility within 15 minutes following their rental time.

Stage 3

- Access prior to the rental period (arrival time) to the facility will be determined dependent on the nature of the rental (practice vs. game).
- A maximum of 50 spectators, if allowed by Provincial Orders, including parents/guardians per rental period. Spectators must enter by the designated entrance and proceed directly to the designated spectator area – following capacities listed in each area and must remain in their physically distanced locations.
- Players and participants will wait outside or in the lobby practicing physical distancing until being directed to proceed by arena staff.
- Change rooms will be available subject to reduced capacity. Only participants and designated representatives are permitted in change rooms. Capacity limits and scheduled times will be posted on the door and must be adhered to. Access to the shared washrooms is permitted with reduced capacity and there will be no shower use. Players and participants are permitted to bring equipment bags.
- All participants/spectators must leave the facility within 15 minutes following their rental time.

Stage 4

- These protocols will be determined based on Provincial Orders, Public Health Guidelines and League/Organization Return to Play Guidelines.
- Daily disinfection routines will continue

The Corporation of the Township of Douro-Dummer

By-law Number 2020-54

Being a By-law to authorize the execution of a Drinking Water Source Protection Program Agreement for the Enforcement of Part IV and Implementation of Policies Related to Education and Outreach with Otonabee Region Conservation Authority

Whereas The Corporation of the Township of Douro-Dummer deems it expedient and necessary to enter into a Drinking Water Source Protection Program Agreement for the Enforcement of Part IV and Implementation of Policies Related to Education and Outreach with the Otonabee Region Conservation Authority;

Now Therefore the Council of The Corporation of the Township of Douro-Dummer enacts as follows:

1. That The Corporation of the Township of Douro-Dummer enter into that certain Drinking Water Source Protection Program Agreement in writing attached hereto as Appendix 'A' and forming part of this by-law, between The Corporation of the Township of Douro-Dummer, and the Otonabee Region Conservation Authority; upon and subject to the terms and conditions therein stated.
2. That the Mayor and the Deputy Clerk be hereby authorized to execute such Agreement and affix the Corporate Seal thereto.

Passed in Open Council this 6th day of October, 2020.

Mayor, J. Murray Jones

Deputy Clerk, Martina Chait-Hartwig



Drinking Water Source Protection Program Agreement for the Enforcement of Part IV and Implementation of Policies Related to Education and Outreach

This Agreement made effective the _day of _____, 2020.

Between:

The Township of Douro-Dummer

(hereinafter called “the Municipality”)

of the First Part

- and -

Otonabee Region Conservation Authority

(hereinafter called “the Authority”)

of the Second Part

Preamble:

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 an agent of the Municipality with respect to the enforcement and jurisdictional rights under Part IV of the Act and Policy G-5, Education and Outreach as part of implementation of the Trent Source Protection Plan.

And Whereas the Authority is a Source Protection Authority for the purposes of the Act and of this Agreement;

And Whereas the Municipality is located within the Otonabee-Peterborough Source Protection Area, in the Trent Conservation Coalition Source Protection Region as set out in Ontario Regulation 284/07;

And Whereas the Authority has significant expertise in Drinking Water Source Protection given it’s experience acting as the Otonabee-Peterborough Source Protection Authority (O-P SPA) for municipalities in the Otonabee-Peterborough Source Protection Area, and as a member of the Trent Conservation Coalition (TCC) Source Protection Region;

And Whereas a cooperative arrangement will be established between the Municipality and the Authority, whereby the Authority will assist the Municipality in meeting legislated municipal

responsibilities under the *Act* and Trent Source Protection Plan (SPP) including education and outreach requirements included in the SPP and the enforcement of Part IV under the *Act*.

In Consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Article One

Definitions

Section 1.01: 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:

- (i) “*Act*” means the *Ontario Clean Water Act, 2006*, as amended;
- (ii) “*Agreement*” means this document;
- (iii) “*Board of Health*” refers to the Board of Directors of Peterborough Public Health;
- (iv) “*Conservation Authority*” means the Otonabee Region Conservation Authority;
- (v) “*Education and Outreach*” relates to activities required by Policy G-5 of the Trent Source Protection Plan;
- (vi) “*Parties*” means the Authority and the Municipality;
- (vii) “*Planning board*” means a planning board established under section 9 or 10 of the *Planning Act*;
- (viii) “*Program Service Fees*” means the agreed upon costs for delivery of services identified in Section 4.01 of this Agreement.
- (ix) “*The Regulation*” means *Clean Water Act Regulation 287/07*;
- (x) “*Risk Management Inspector*” means a Risk Management Inspector appointed under Part IV of the *Act*;
- (xi) “*Risk Management Official*” means the Risk Management Official appointed under Part IV of the *Act*;
- (xii) “*Risk Management Plan*” means a plan for reducing a risk prepared in accordance with the regulations and the rules;

- (xiii) “Significant drinking water threat” means a drinking water threat that, according to a risk assessment, poses or has the potential to pose a significant risk under the *Clean Water Act, 2006*;
- (xiv) “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*;
- (xv) “Source Protection Plan” means a drinking water source protection plan prepared under the *Act*;
- (xvi) “Vulnerable Area” means:
 - i. A surface water intake protection zone;
 - ii. A wellhead protection area;
 - iii. Significant groundwater recharge area; or
 - iv. Highly vulnerable aquifer.

Article Two

General

Section 2.01: Source Protection Authorities

Under Section 4 of the *Act*, the Otonabee Region Conservation Authority (ORCA) serves as the Source Protection Authority for the Otonabee-Peterborough Source Protection Area. Ontario Regulation 284/07 under the *Act* designates the participating municipalities for ORCA when they act as the Source Protection Authority under the *Act*.

Section 2.02: 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.

Section 2.03: Appointment of Agent

The Municipality hereby appoints the Authority as the agent of the Municipality to carry out enforcement under Part IV of the *Act* within the Municipality.

Section 2.04: Acceptance of Appointment

The Authority hereby accepts the appointment and agrees to act as an Agent of the Municipality for the duties and enforcement responsibilities of Part IV of the *Act* for the lands located within the Municipality.

Section 2.05: Application

The activities related to the duties and enforcement of Part IV under the *Act* in this Agreement shall be applicable to all lands located in the Municipality that are subject to Part IV of the *Act*.

Section 2.06: Duties

The Authority shall faithfully carry out their duties hereunder on a fee for service basis, referred to as Program Service Fees, in accordance with the *Act*, the Trent Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.

Article Three

Responsibilities and Services

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*. The duties, powers and services **include but are not limited to** those listed in this Section.

The Authority shall:

- (i) Appoint such Risk Management Official(s) and Risk Management Inspector(s) as are necessary for the enforcement of Part IV of the *Act*;
- (ii) Provide mapping to the Municipality and establish protocols in consultation with the Municipality to ensure Part IV requirements are incorporated into the review of applications under the *Planning Act* and *Building Code Act*;
- (iii) Review applications under the *Planning Act* and *Building Code Act* as deemed necessary under the protocols referred to in (ii) and issue notices with respect to Restricted Land Use policies prior to those applications proceeding;
- (iv) Negotiate or, if negotiations fail, establish risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location subject to the *Act*;
- (v) Review and accept risk assessments under the *Act*;
- (vi) Conduct inspections and use powers of entry on properties where reasonable and obtain inspection warrants from a court where required;
- (vii) Issue orders and notices and exercise any other powers set out under Part IV of the *Act* to ensure compliance with the Part IV policies in the Trent Source Protection Plan;

- (viii) Maintain records in accordance with the *Act* and make records available to the public when required to do so in accordance with the Municipal Freedom of Information and Protection of Privacy Act;
- (ix) Maintain records in accordance with the *Act* and make records available to the municipality upon request, and enter into Data Sharing Agreements as required;
- (x) Prepare documentation and make provisions for staff to attend Environmental Review Tribunal Hearings;
- (xi) Report annually on activities as required under the *Act* and provide a copy of the annual report to the Municipality;
- (xii) The Authority will also assist the Municipality with implementation of policies in the Trent Source Protection Plan related to Education and Outreach including the following activities: compilation of materials, development of material, where not otherwise available, distribution of materials to applicable parties (landowners, tenants etc.), use of various media for promotion, and provision of source water protection messaging at events, reporting; and,
- (xiii) Acting reasonably, determine the manner in which to perform their responsibilities and services identified under this Agreement.

Section 3.02: Responsibilities of the Municipality

The Municipality shall adhere to agreed upon protocols (including circulating certain 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 Ontario Regulation 287/07.

The Municipality shall also:

- (iii) Collaborate with the Authority and municipalities in the Otonabee-Peterborough Source Protection Area to access eligible funding;
- (iv) provide information in a timely manner to assist the Authority in carrying out its roles and responsibilities as set out in this Agreement;
- (v) attend meetings/workshops to allow for information transfer, training and discussion on implementation approaches; and,
- (vi) Generally cooperate with and assist the Authority with the protection of safe drinking water.

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;
- (iii) In the event of termination of this Agreement, records will be transferred to the Municipality;
- (iv) All information and data acquired or generated for the duration of this Agreement shall be jointly owned by the Authority and the Municipality. In the event of termination of the Agreement copies of all information and data that has been acquired or generated will be transferred to the Municipality at no cost upon request; and,
- (v) Records shall be retained for a period of at least 15 years as required by Section 11 of Ontario Regulation 287/07.

Section 3.04: Joint Decision Making Committee

The Authority will continue to coordinate the activities of the Joint Decision Making Committee to provide guidance for the operation of the Risk Management Office.

Section 3.05: Performance of Duties

Based on the development of processes and procedures, the Authority shall act reasonably, to perform their responsibilities and services identified under this Agreement. The Municipality agrees that, they shall cooperate with the Authority in its performance of its responsibilities and services, and will take reasonable steps as required to assist the Authority.

Article Four

Costs

Section 4.01: Program Service Fees

The ongoing Program Service Fees for the enforcement of Part IV of the Act and the implementation and compliance with relevant policies in the Trent Source Protection Plan, including Policy G-5 Education and Outreach have been mutually agreed upon and are included below for the period from January 1, 2021 to December 31, 2024.

| | |
|--|-----------------|
| Annual Costs for Operation of Risk Management Office including Risk Management Official, Risk Management Inspector and Education and Outreach Activities. | \$ 8,000 |
|--|-----------------|

Section 4.02: Recovery of Extraordinary Costs

The Authority shall consult with the Municipality prior to the commencement of any enforcement proceedings that would result in the expenditure for extraordinary costs not otherwise covered by the responsibilities and services provided by the Authority under Section 3.01 of this Agreement. Where it is agreed that enforcement proceedings are to be commenced, extraordinary costs incurred with respect to these proceedings shall be recovered from the Municipality. Such extraordinary costs may include, but are not limited to technical experts, enforcement orders, and legal costs related to Environmental Review Tribunal Hearings.

Section 4.03: Invoicing and Payment

The Authority shall invoice the Municipality semi-annually and the Municipality shall pay the invoice in full within 30 days of the invoice date.

Section 4.04: Review of Program Service Fees

The Program Service Fees have been established for the period from January 1, 2021 to December 31, 2024 and are included in Section 4.01 of this Agreement. The Parties agree that the future Program Service Fees may be adjusted to account for increased costs due to cost of living increases, salary increases, overhead or changes to the program and will be negotiated with municipalities prior to December 31, 2024.

Article Five

Risk Management Official(s) and Inspector(s)

Section 5.01: Appointment

The Authority will appoint such Risk Management Official(s) and Risk Management Inspector(s) as are necessary pursuant to subsection 48(2) of the *Act* and shall issue a certificate of appointment to the Risk Management Official(s) and Risk Management Inspector(s) as per subsection 48 (3) of the *Act*. The Risk Management Official(s) and Risk Management Inspector(s) will be employed by the Authority for all legislative purposes as provided for under Section 5.03 of this Agreement.

Section 5.02: Qualifications

The Risk Management Official(s) and Risk Management Inspector(s) will be qualified as prescribed by Ontario Regulation 287/07 (54).

Section 5.03: Compliance with Terms of Employment and Relevant Legislation

The Risk Management Official(s) and Risk Management Inspector(s) will comply with the Authority Terms of Employment which include but is not limited to training required under the *Accessibility for Ontarians with Disabilities Act*, *Occupational Safety & Health Act*, *Employment Standards Act*, *Workplace Safety Act*, Ontario Human Rights Code and other relevant legislation.

Article Six

Liabilities and Insurance

Section 6.01: 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's Commercial/Comprehensive General Liability insurance policy includes non-owned auto coverage, employers' liability, contractual liability, a cross liability and severability of interest clause. The Authority's insurer will give 30 days prior written notice to the Municipality in the event of cancellation or termination of the policy.

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, but only with respect to Commercial/ Comprehensive General Liability. Evidence of insurance satisfactory to the Municipality shall be provided to the Municipality prior to the commencement of work. The Authority shall annually provide each Municipality with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

Section 6.02: Workplace Safety and Insurance Board (WSIB)

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

Section 6.03: Liability of the Authority

The Authority shall indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damage, actions, suits, proceedings and expenses by whomsoever made, brought prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to any breach, violation or non-performance by the Authority of any covenant, term or provision of this Agreement, except where the Municipality has acted negligently or with willful intent.

If the Municipality shall, without fault on its part, or its employees or contractors, be made a party to any litigation commenced by or against the Authority related to, occasioned by or attributable to the enforcement duties or responsibilities or otherwise in connection with the Act or any regulations thereunder, then the Authority shall protect, indemnify and hold harmless and shall pay all costs, expenses and reasonable legal fees (on a substantial indemnity basis) incurred or paid by the Municipality in connection with such litigation.

Article Seven

Term, Renewal, Termination and Amendment of Agreement

Section 7.01: Initial Term

This Agreement shall continue in force for a period commencing on the 1st day of January 2021 and ending on the 31st day of December, 2024.

Section 7.02: Early Termination

The Agreement may be terminated without cause by either party with a minimum of 180 days written notice.

Section 7.03: 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.

Section 7.04: Renewal

This Agreement will automatically continue following the expiry of the term set out in Section 7.01 until it is superseded or replaced by a subsequent agreement. The Program Service Fees related to the renewal or subsequent agreement will be developed by the Authority in consultation with the Municipality.

Article Eight

Miscellaneous

Section 8.01: Preamble

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

Section 8.02: 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 8.03: Assignment

This Agreement shall not be assignable by either party.

Section 8.04: 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 8.05: 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 following addresses of the parties respectively:

To the Authority:

Otonabee Region Conservation Authority
250 Milroy Drive
Peterborough, ON K9H 7M9
Attention: Dan Marinigh, CAO/Secretary-Treasurer

To the Municipality:

Township of Douro-Dummer
894 South Street
PO Box 92
Warsaw, ON
K0L 3H0
Attention: Martina Chait-Hartwig, CAO

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 for the purpose of this Agreement.

Section 8.06: 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 8.07: 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.

