

**AMENDMENT NO.2**

**SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER AGREEMENT**

THIS AMENDMENT NO.2 made effective the first day of January, 2022. BETWEEN:

<b>THE TOWN OF AMHERSTBURG</b>	OF THE FIRST PART
- and -	
<b>THE TOWN OF ESSEX</b>	OF THE SECOND PART
- and -	
<b>THE TOWN OF KINGSVILLE</b>	OF THE THIRD PART
- and -	
<b>THE TOWN OF LAKESHORE</b>	OF THE FOURTH PART
- and -	
<b>THE TOWN OF LASALLE</b>	OF THE FIFTH PART
- and -	
<b>THE MUNICIPALITY OF LEAMINGTON</b>	OF THE SIXTH PART
- and -	
<b>THE TOWNSHIP OF PELEE</b>	OF THE SEVENTH PART
- and -	
<b>THE TOWN OF TECUMSEH</b>	OF THE EIGHT PART
- and -	
<b>THE CORPORATION OF THE CITY OF WINDSOR</b>	OF THE NINTH PART
- and -	
<b>THE MUNICIPALITY OF CHATHAM-KENT</b>	OF THE TENTH PART
(hereinafter individually referred to as a "Municipality" and cumulatively referred to as "the Municipalities")	
- and -	
<b>THE ESSEX REGION CONSERVATION AUTHORITY</b>	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 amended agreement dated January 26, 2016; and

**WHEREAS** the Town of Tecumseh and the Essex Region Conservation Authority entered into an amended agreement dated January 2016; 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; and

**WHEREAS** the Parties entered into an amended agreement dated as of October 1, 2018 for the purpose of extending all previous agreements; and

**WHEREAS** the Municipality of Chatham-Kent was added as a party of the Majority Agreement at the time of signing the amended 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 Majority Agreement is amended as follows:
  - a. This Amendment No. 2 shall amend the Majority Agreement having an effective date of January 1, 2022 and shall extend the Majority Agreement for a period of 3 years, ending the 31<sup>st</sup> day of December 2024.
  - b. Schedule "A" (cost estimates and accounting), as set out in the Majority Agreement are deleted in their entirety and replaced with the following:

<b>Schedule A: Cost Estimates and Accounting</b>			
<b>Municipality</b>	<b>Shared Costs</b>	<b>Direct Costs</b>	<b>Total Costs</b>
Amherstburg	\$4,600.00	\$2,500.00	\$7,100.00
Town of Essex	\$3,800.00	\$2,100.00	\$5,900.00
Kingsville	\$9,600.00	\$5,100.00	\$14,700.00
Lakeshore	\$4,000.00	\$2,900.00	\$6,900.00
Lasalle	\$2,100.00	\$2,000.00	\$4,100.00
Leamington	\$14,500.00	\$17,000.00	\$31,500.00
Pelee	\$2,400.00	\$1,900.00	\$4,300.00
Tecumseh	\$2,100.00	\$1,900.00	\$4,000.00
Windsor	\$3,400.00	\$3,800.00	\$7,200.00
Chatham-Kent	\$5,000.00	\$3,800.00	\$8,800.00
<b>TOTAL</b>	<b>\$51,500</b>	<b>\$43,000</b>	<b>\$94,500</b>

2. 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 No. 2.
3. 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**

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Tania Jobin, Chair, Essex Region Conservation Authority

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Date

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Tim Byrne, CAO/Secretary-Treasurer

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Date

*I/We have authority to bind the Essex Region Conservation Authority.*

**TOWN OF AMHERSTBURG**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Town of Amherstburg.*

**TOWN OF ESSEX**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Town of Essex.*

**TOWN OF KINGSVILLE**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Town of Kingsville.*

**MUNICIPALITY OF LAKESHORE**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Town of Lakeshore.*

**TOWN OF LASALLE**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Town of LaSalle.*

**MUNICIPALITY OF LEAMINGTON**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

*I/We have authority to bind the Municipality of Leamington.*

**TOWNSHIP OF PELEE**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

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

**TOWN OF TECUMSEH**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

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

**THE CORPORATION OF THE CITY OF WINDSOR**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

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

**MUNICIPALITY OF CHATHAM-KENT**

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Signature/Name/Title

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Date

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Signature/Name/Title

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Date

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