



Hamilton Region Source Protection Authority

Addendum

Thursday, November 6, 2025 at 6:00 p.m.

Hamilton Conservation Authority is now conducting meetings in a hybrid format via an in-person and WebEx platform.

**All hybrid meetings can be viewed live on HCA's You Tube Channel:
<https://www.youtube.com/user/HamiltonConservation>**

6. Staff Reports/Memorandums

Items to be approved

- 6.1 Halton-Hamilton Source Protection Region Agreement – Proposed Amendments to the Halton-Hamilton Source Protection Region Agreement

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HALTON-HAMILTON SOURCE PROTECTION REGION

AGREEMENT

BETWEEN:

**THE HALTON REGION SOURCE PROTECTION AUTHORITY
(HRSPA)**

AND

**HAMILTON REGION SOURCE PROTECTION AUTHORITY
(HSPA)**

Hereinafter called the "Parties"

Background

- A. Whereas the Clean Water Act, 2006, S.O. 2006, c.22 as amended (CWA), establishes a drinking water source protection area as the area over which a conservation authority has jurisdiction under the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended (CAA) and directs the conservation authority to exercise and perform the powers and duties of a drinking water source protection authority, as further set out in the CWA;
- B. Whereas the CWA provides for the Minister of the Environment, Conservation and Parks to make a regulation consolidating two or more source protection areas into a drinking water source protection region and designating a lead source protection authority, Ontario Regulation 284/07 establishes the Halton-Hamilton Source Protection Region comprised of the Halton Region Source Protection Authority and the Hamilton Region Source Protection Authority as one source protection region, herein after referred to as the 'Halton-Hamilton Source Protection Region';
- C. Whereas the CWA states that the lead source protection authority and the other source protection authorities in the source protection region shall, within 90 days after the establishment of the source protection region, enter into an agreement that deals with,
 - a) the exercise and performance of the lead source protection authority's powers and duties; and
 - b) other matters related to the relationship between the lead source protection authority and the other source protection authorities in the source protection region;
- D. Whereas the CWA authorizes that if no agreement is entered into within 90 days of the establishment of the source protection region, the Minister of the Environment,

Conservation and Parks may make an order directed to the source protection authorities in the source protection region governing any matter pertaining to the exercise and performance of the lead source protection authority's powers and duties and/or other matters related to the relationship between the lead and other source protection authorities in the source protection region;

Therefore, the two source protection authorities named above are entering into this Agreement with renewal periods as specified in the Agreement.

1.0 Definitions

In this Agreement,

The “CWA” - refers to the Clean Water Act, 2006, S.O. 2006 c. 22, as amended.

The “CAA” - refers to the Conservation Authorities Act, R.S.O. 1990, c. C. 27, as amended.

“Conservation Authority” and “CA” means an entity established by or under the CAA.

~~“Source protection authority” and “SPA” means a source protection authority as defined by the CWA, namely a CA or other person or body that, under subsection 4 (2) or section 5 of the CWA, is required to exercise and perform the powers and duties of a drinking water source protection authority under the CWA.~~

“Ex officio member” means a member of the management committee by virtue of holding another office, such as the chair of the source protection committee. The Ex officio member has the same responsibilities, rights and privileges as any other management committee member but does not vote.

“Lead source protection authority” means the source protection authority within the source protection region designated by the Minister of the Environment, Conservation and Parks under section 6 of the CWA and regulations to carry out the duties discussed in Section 7.0 of this agreement.

“Senior Staff Liaison” means a senior staff member designated by the source protection authority as a representative of the authority.

“Management committee” refers to the committee comprised of the ~~chairs, vice-chairs,~~ chief administrative officers and ~~a senior staff representative~~ **the Senior Staff Liaison** from each source protection authority. The chair of the source protection committee will be an ex officio member of the management committee.

“Source protection area” means a drinking water source protection area referred to in section 1(2) of Ontario Regulation 284/07 under the CWA.

“Source protection authority” and “SPA” means a source protection authority as defined by the CWA, namely a CA or other person or body that, under subsection 4 (2) or section 5 of the CWA, is required to exercise and perform the powers and duties of a drinking water source protection authority under the CWA.

“Source protection committee” and “SPC” mean a committee established under section 7

of the CWA for a source protection area or source protection region established (a) by subsection 4 (1) of the CWA or (b) by Ontario Regulation 288/07.

~~“Source protection area” means a drinking water source protection area referred to in section 1(2) of Ontario Regulation 284/07 under the CWA.~~

“Source protection region” and “SPR” mean a drinking water source protection region established by Ontario Regulation 284/07. This Agreement pertains to the source protection region comprised of the HRSPA and HSPA jurisdictions as modified in Ontario Regulation 284/07, herein referred to as the 'Halton-Hamilton Source Protection Region'.

“Trust account” refers to a segregated account in the name of The Halton Region Conservation Authority in Trust established with a Canadian chartered bank or other financial institution acceptable to the Ministry of the Environment, Conservation and Parks, into which the lead source protection authority shall deposit all funds advanced by the Ministry of the Environment, Conservation and Parks and which is subject to the conditions set out in this Agreement.

2.0 Purpose of Agreement

2.1 The purpose of this Agreement is to jointly advance drinking water source protection within the watershed region, premised upon mutual consent and agreement between the parties, while respecting the individual needs and priorities of drinking water source protection that are unique to each watershed.

2.2 This Agreement sets out the terms for the administration of the source protection program, the roles and responsibilities of the parties, the roles and responsibilities of the lead source protection authority and the means by which the parties will fulfil the requirements of the CWA.

3.0 Amendments

3.1 This Agreement shall come into effect upon approval of each source protection authority board.

3.2 Changes to the scope or terms of this Agreement may be requested by either of the parties to this Agreement and made by exchange of letters, indicating agreement by both parties to the new terms. Any such letters shall be considered as forming part of this Agreement when approved by the parties.

3.3 HRSPA as the lead source protection authority shall engage both parties in undertaking a review of this Agreement after a five-year period from its date of signing.

4.0 Principles

4.1 The parties agree to cooperate on delivery of their respective legislated and regulated obligations and other responsibilities as assigned by the Halton-Hamilton SPC for drinking water source protection in accordance with the following principles:

- a) Contribute to the protection of groundwater and lake-based drinking water sources;
- b) Consult with upper and lower tier municipalities and other watershed partners;
- c) Build on work already completed and avoid duplication;
- d) Promote watershed management to support climate change resiliency and environmentally sustainable growth and development;
- e) Integrate source protection plans and policies within watershed plans and other planning documents;
- f) Strive for consistency across the Halton-Hamilton Source Protection Region, while recognizing local circumstances;
- g) Share resources and staff as appropriate;
- h) Consider any new data and information arising from this joint source protection program to be publicly owned and available, subject to the requirements and restrictions under the ~~Freedom of Information and Privacy Act of Ontario~~ **Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31** and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56; and
- i) Respect data or assessment products End User Licence Agreements for existing data and data ownership and distribution policies of municipalities within the Halton-Hamilton Source Protection Region.

5.0 Watershed Region Governance through the Management Committee

5.1 The parties agree to establish a watershed region management committee, which will be responsible for the overall administration and coordination of the activities of both source protection authorities.

5.2 Each source protection authority will have equal representation on this committee. Composition of the committee will include the ~~Chairs, Vice-Chairs, Chief Administration Officers~~ **Chief Administrative Officer/President & Chief Executive Officer** and a ~~senior staff representative~~ **Senior Staff Liaison** of each source protection authority in the region. The ~~chair~~ **Chief Administrative Officer/President & Chief Executive Officer** of the CA that is the lead source protection authority shall serve as the chair of this committee. The chair of the source protection committee will ~~also~~ be an ex officio member of the management committee.

5.3 Responsibilities of the management committee include:

- a) hiring the source protection planning program manager;
- b) setting **program** priorities, **in accordance with Ministry direction and funding**

- agreements; ~~establishing annual work plans and budgets~~**
- ~~c) establishing reporting procedures for the project manager and the technical team;~~
- d) liaising with the municipalities in the source protection region;
- e) participating in the selection of the chair for appointment by the Minister of the Environment, **Conservation and Parks** as directed by the Ministry;
- f) establishing the composition and membership of the source protection committee for the Halton-Hamilton Region in accordance with the CWA and its regulations;
- ~~g) coordinating reports to the source protection committee;~~
- h) ensuring the directions of the source protection committee are carried out.

Certain tasks, such as the recruitment and recommendation of a program manager and SPC members, may be delegated to ~~those senior staff~~ **the Senior Staff Liaison** ~~(of from each of~~ the source protection authorities) and the SPC Chair who are management committee members. The review and approval of such recommendations are carried out by the full management committee.

5.4 The management committee will make decisions by consensus to the extent possible. Otherwise decisions will be made by majority vote. Meetings will be conducted in accordance with accepted standards and procedures and the applicable by-laws of each party. In the event of a dispute that cannot be resolved, the dispute resolution mechanism identified in Section 7 will be followed.

6.0 Responsibilities of Each Source Protection Authority

6.1 As per the CWA and regulations, each CA board or other specified body constitutes a source protection authority for its source protection area.

6.2 Each source protection authority agrees to fulfill the following responsibilities for its source protection area:

- a) Provide scientific, technical and administrative support including data retention and resources to the source protection committee as necessary;
- b) Complete the work assigned to them for the preparation of the terms of reference, assessment reports, source protection plans, and associated consultation plans for their source protection area, in accordance with requirements set out in the CWA and regulations under the direction of the source protection committee;
- c) Supervise staff or consultants, as necessary in undertaking (b), and ensure all legislated and appropriate health and safety requirements are met;
- d) In cooperation with the source protection committee, ensure adequate local public consultation processes in all source protection planning initiatives within their source protection area;
- e) In cooperation with the source protection committee, seek input and endorsement by all watershed municipalities within their source protection area on the terms of reference, assessment reports and source protection plan;

- f) Review the terms of reference, assessment report and source protection plan for their source protection area as recommended for approval by the source protection committee giving consideration to (1) whether the source protection committee has completed the required work as outlined in the CWA and regulations and in other guidance issued by the Province; and (2) the anticipated impact on existing or planned watershed management objectives within the source protection area;
- g) Submit, through the lead source protection authority, the terms of reference, assessment report, and source protection plan prepared for their source protection area to the Minister of the Environment, Conservation and Parks for approval;
- h) Prepare and submit to the Minister of the Environment, Conservation and Parks, through the lead source protection authority, annual progress reports that document the measures that have been taken to implement the source protection plan that applies in their source protection area and describes the extent to which the objectives set out in the plans are being achieved;
- i) Make the annual progress reports publicly available;
- j) Must comply with an obligation to implement a significant threat policy or designated Great Lakes policy;
- k) Propose and prepare updates to source protection plans and undertake necessary consultations leading to a submission to the Minister of the Environment, Conservation and Parks, through the lead source protection authority; and
- l) Issue a Notice, ~~through the lead source protection authority~~ **in accordance with Section 48 (1.1) of Ontario Regulation 287/07**, to municipal residential drinking water system owners upon receipt and review of necessary technical work, to support source protection planning for new or changing municipal residential drinking water systems.

7.0 Responsibilities of the Lead Source Protection Authority

7.1 The lead source protection authority will coordinate and administer the source protection planning process under the overall direction of the management committee.

7.2 The Halton Region Source Protection Authority has been designated as the lead source **protection** authority for the purposes of the CWA and this agreement. In addition to the responsibilities set out above for each source protection authority, the lead source **protection** authority shall have the following additional responsibilities:

- a) establish and provide oversight and administration to the source protection committee;
- b) assist the Hamilton Region Source Protection Authority in exercising and performing its powers and duties under the CWA;
- c) establish the Trust Account with funds provided by the Province of Ontario in order to carry out its duties and responsibilities in accordance with the CWA and its regulations;
- d) co-ordinate the development of an overall work program for the preparation of the

terms of reference, assessment reports and source protection plans for the watersheds within the watershed region to ensure consistency and efficient sharing of resources;

- e) co-ordinate the work of the technical staff team including coordination of staff hiring and retaining consultants as required; share scientific and technical support and resources with the Hamilton Region Source Protection Authority as may be necessary to undertake an agreed upon work program for the Halton-Hamilton Region;
- f) serve as a liaison between the Ministry of the Environment, Conservation and Parks and the Hamilton Region Source Protection Authority in regard to funding and administration;
- g) provide scientific, technical and administrative support and resources to the source protection committee; and
- h) assist the source protection committee in exercising and performing the committee's powers and duties under the CWA for each of the source protection areas in the Halton-Hamilton Source Protection Region.

8.0 Dispute Resolution

In the event of a disagreement between the parties, it is agreed that a mediator, acceptable mutually to each party, will be appointed for the purpose of resolving the dispute.

9.0 Duration

Subject to Section 3.0, this Agreement shall extend for a period of five years, commencing October 1, ~~2020~~ 2025, and ending September 30, ~~2025~~ 2030, and may be renewed by mutual consent.

10.0 General

The parties hereto agree to adhere to the terms, conditions, and guidelines contained in this Agreement.

Changes to the scope or terms of this Agreement may be made by mutual consent of the parties.

The parties hereto agree that any notice required to be given pursuant to this Agreement shall be sufficiently given if personally delivered or mailed by prepaid registered mail addressed as follows:

~~Chairman~~ Chairperson

The Halton Region Source Protection Authority

2596 Britannia Road West
Burlington, ON L7P 0G3

~~Chairman~~ **Chairperson**

Hamilton Region Source Protection Authority
P.O. Box 81067
838 Mineral Springs Road
Ancaster, ON L9G 4X1

IN WITNESS WHEREOF each party has hereunto affixed its Corporate Seal attested to by the signatures of its duly authorized Officers in that behalf;

DATED at _____, this __ day of _____, ~~2020~~ **2025**:

THE HALTON REGION SOURCE PROTECTION AUTHORITY

Per: _____

~~Chairman~~ **Chairperson**

Per: _____

~~Chief Administrative Officer~~ **President & Chief Executive Officer**

HAMILTON REGION SOURCE PROTECTION AUTHORITY

Per: _____

~~Chairman~~ **Chairperson**

Per: _____

Chief Administrative Officer