

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 06-654

Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to execute an Agreement with the Ministry of the Environment for Municipal Source Protection Pre-Screening Project outside Conservation Authority Boundaries.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS under section 401 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, subject to this or any other Act, a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect on the 23rd day of March, 2006.

BE TAKEN AS READ A FIRST time on this 23rd day of March, 2006.

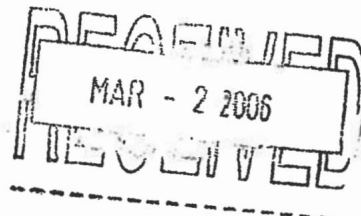
READ A SECOND AND THIRD time and finally passed this 23rd day of March, 2006.


MAYOR


CAO/Clerk

February 24, 2006

Brian Koski
CAO/Clerk
The Corporation of the Municipality of Temagami
P.O. Box 220
Temagami ON POH 2H0



Dear Brian Koski,

**RE: Agreement for Municipal Source Protection Pre-Screening Project outside
Conservation Authority Boundaries**

Thank for your interest in participating in the Source Protection Pre-Screening project for municipalities outside conservation authority boundaries.

Enclosed you will find two (2) copies of the Agreement to undertake the pre-screening process. Please review the Agreement and have someone with designated signing authority sign them. Once signed, we require you to send back to us; (i) both copies of the Agreement and; (ii) a resolution or municipal by-law approved by Council authorizing the municipality to enter into the Agreement with the Ministry.

To guarantee the availability of funds, signed Agreements must be returned to the Ministry **by March 8, 2006 to:**

Daniella Molnar, Program Analyst
Drinking Water Program Management Branch
Ministry of the Environment
2 St Clair Avenue West, 18th Floor
Toronto, Ontario M4V 1L5

Should you have any questions regarding the Agreement, please contact Daniella Molnar at (416) 314-0591 or via email at Daniella.Molnar@ene.gov.on.ca.

Sincerely,

PaSmilh
(Director)

Drinking Water Program Management Branch, Ministry of the Environment

**GRANT FUNDING AGREEMENT
FOR SOURCE PROTECTION PRE-SCREENING**

THE AGREEMENT made in duplicate is effective as of the 1st day of March, 2006,

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment**

(the "Ministry")

- and -

The Corporation of the Municipality of Temagami

(the "Recipient")

WHEREAS the Ministry has established the Source Protection Pre-Screening Project for Municipalities outside Conservation Authority Boundaries for the purpose of identifying threats facing residential drinking water systems of municipalities located outside conservation authority boundaries;

AND WHEREAS the Recipient has applied to the Ministry for funding to undertake a pre-screening survey;

AND WHEREAS the Ministry desires to fund the Recipient for the purpose of undertaking a pre-screening survey to identify and assess the threats facing its municipal residential drinking water systems;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 **Number, Gender and Headings.** In the Agreement, words in the singular include the plural and visa-versa and words in one gender include all genders. The headings in the Agreement are for convenience of reference only and do not form

part of the Agreement and in no manner modify, interpret or construe the Agreement.

1.2 In the Agreement the following words shall have the following meanings:

“Agreement” means this agreement entered into between the Ministry and the Recipient and all schedules and attachments to the Agreement and any instrument amending the Agreement.

“Budget” means the budget attached to the Agreement as Schedule “B” (Budget).

“Funding Year” means:

- (i) in the case of the first Funding Year, the period commencing on the date of the Agreement and ending on the first day that is March 31 following the date of the Agreement; and
- (ii) in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

“Funds” means the money provided by the Ministry to the Recipient pursuant to the Agreement.

“Indemnified Parties” means her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees.

“Notice” means any notice or communication required or permitted to be made in the form set out in Article 17 (Notices).

“Party” means either the Ministry or the Recipient as applicable and **“Parties”** means both of them collectively.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, a joint venture, an unincorporated or incorporated organization, an unincorporated or incorporated association, the government of a country or any political subdivision thereof, or any agency or department of any such government, the Workplace Safety and Insurance Board, or the executors, administrators or other legal representatives of an individual in any capacity.

“Project” means the undertaking described in Schedule “A” (Project Description and Timelines).

“Reports” means the reports described in Schedule “C” (Financial/Progress Reports).

“Timelines” means the Project schedule set out in Schedule “A” (Project Description and Timelines).

ARTICLE 2 GOVERNANCE

- 2.1 **Execution of Agreement.** The Recipient represents and warrants that it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement.
- 2.2 **Governance.** The Recipient has established, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally appropriate instruments to:
- (a) establish decision-making mechanisms;
 - (b) provide for the prudent and effective management of the Funds; and
 - (c) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8 (Reporting, Accounting and Review).

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on March 1, 2006 and shall expire on September 1, 2006 unless terminated earlier pursuant to either Article 13 or Article 14 of the Agreement.

ARTICLE 4 FUNDS

- 4.1 **Funds.** The Ministry shall:
- (a) provide up to twenty thousand Canadian dollars (\$20,000) to the Recipient for the purpose of carrying out the Project;
 - (b) flow the Funds to the Recipient according to the terms of the Budget.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1, the Ministry:
- (a) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information contained in the Reports; and
 - (b) shall not provide any Funds to the Recipient until the Recipient's (the insurance requirements described in section 12.1 and until the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into the Agreement with the Ministry.

4.3 **Appropriation.** Despite sections 4.1 and 4.2 and pursuant to the provisions of the* *Financial Administration Act*, R.S.O 1990, c. F.12 as amended, if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement the Ministry shall not be obligated to make the payment.

4.4 **Interest on Funds.** Any interest earned on the Funds belongs to the Ministry. The Recipient shall:

- (a) use the interest only for the purposes authorized by the Ministry in writing; and
- (b) pay any interest it does not use for such authorised purposes to the Ministry as and when directed by the Ministry.

ARTICLE 5 PROJECT

5.1 **The Recipient Shall.** The Recipient shall:

- (a) carry out the Project in accordance with the terms of the Agreement and in compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) place the Funds in an interest bearing account and shall, at the request of the Ministry, account to the Ministry on the interest earned on the Funds.

5.2 **The Recipient Shall Not.** The Recipient shall not make any changes to the Project, Timelines or Budget without the prior written consent of the Ministry.

5.3 **Terms and Conditions on Any Consent.** The Ministry may impose any terms and conditions on any consent the Ministry may grant pursuant to section 5.2.

5.4 **Moving Funds.** Despite section 5.2, the Recipient may move funds equalling up to ten percent (10%) of the allocation in one line within a budget category to another line within the same budget category.

ARTICLE 6 ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for the Funds it spends.

- 6.2 **Disposition.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that ensures that no Person associated with the Project in any capacity has a potential or actual conflict of interest.
- 7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any situation or circumstances where, in relation to the performance of the Recipient's contractual obligations under the Agreement, the Recipient's other commitments, relationships or financial interests:
- (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Recipient's independent judgement in relation to the subject matter of the Agreement; or
 - (b) could or could be seen to compromise, impair or be incompatible with the Recipient's effective performance of its obligations under the Agreement.
- 7.3 **Reimbursement of Volunteers.** Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.
- 7.4 **Disclosure to Ministry.** The Recipient shall:
- (a) disclose to the Ministry without delay any situation that a reasonable person would interpret as either an actual or potential conflict of interest; and
 - (b) comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

- 8.1 **Reports.** The Recipient shall submit to the Ministry the Reports and such other reports as the Ministry may request from time to time.
- 8.2 **Preparation and Submission.** The Recipient shall:
- (a) prepare its Report using the forms specified by the Ministry from time to time;
 - (b) ensure that all Reports are completed to the satisfaction of the Ministry;

- (c) ensure that all Reports are signed on behalf of the Recipient by the individual(s) named in Schedule C; and,
- (d) submit all Reports to the Ministry on the dates set out in Schedule "C" and at the address provided for the Ministry in Section 17.1.

8.3 **Record Maintenance.** The Recipient shall:

- (a) keep and maintain all financial records, invoices and other financially-related documents relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) maintain all non-financial documents and records relating to the Funds or otherwise to the Project in a confidential manner consistent with all applicable law; and,
- (c) maintain such records and documents referred to in subsections 8.3(a) and 8.3(b) and keep them available for review by the Ministry for a period of seven (7) years from the date of the expiry or termination of the Agreement.

8.4 **Inspection.** The Ministry or its authorized representatives may, at its own expense, upon twenty-four (24) hours notice to the Recipient and during normal business hours enter upon the Recipient's premises to review the progress of the Project, the way in which the Recipient is carrying out the Project and the Recipient's expenditure of the Funds as provided for in the Agreement, and to that end the Ministry may:

- (a) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project;
- (b) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project, except that, where such records relate to a third Person, the Ministry shall, if required by law, obtain the consent of the third Person before inspecting or copying such records; and
- (c) conduct a full or partial audit of the Recipient in respect of the Project.

8.5 **Recipient to Provide.** The Recipient shall cooperate with the Ministry in respect of the exercise of the Ministry's rights set out in Section 8.4, and the Recipient shall provide any information in respect of the Funds or the Project that the Ministry may reasonably request.

ARTICLE 9 CREDIT

9.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall acknowledge the support of the Ministry in any publication of any kind, written

or oral, relating to the Project using the statement provided below:

"This project has received funding support from the Ontario Ministry of the Environment. Such support does not indicate endorsement by the Ministry of the contents of this material."

- 9.2 **Views Not Necessarily Those of Ministry.** If the Recipient publishes any material of any kind, written or oral, relating to the Project the Recipient shall acknowledge in the material that the views expressed in the materials are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 10 LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability.** The Ministry's officers, employees and agents shall not be liable to the Recipient or any of the Recipient's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless caused by the gross negligence or wilful act of the Ministry's officers, employees and agents.

ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "**Claims**"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement. The Recipient further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the Ministry, claimed or resulting from such Claims.

ARTICLE 12 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million Canadian dollars (\$2,000,000) per occurrence. The policy is to include the following:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Contract
- cross-liability clause
- 30 day written notice of cancellation

- 12.2 **Certificates of Insurance.** The Recipient shall provide the Ministry with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage, on or before the commencement of the Agreement, and renewal replacements on or before the expiry of any such insurance.

ARTICLE 13 TERMINATION BY EITHER PARTY FOR CONVENIENCE

- 13.1 **Termination Without Reason.** Either Party may terminate the Agreement at any time, for any reason, upon giving at least thirty (30) days Notice to the other Party.

ARTICLE 14 TERMINATION BY THE MINISTRY

- 14.1 **Immediate Termination.** The Ministry may terminate the Agreement immediately upon giving Notice to the Recipient if:

- (a) in the opinion of the Ministry:
- (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
 - (ii) the Recipient breaches any provision of the Agreement;
 - (iii) the Recipient is unable to complete or has discontinued the Project; or
 - (iv) it is not reasonable for the Recipient to continue to carry out the Project;
- (b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or,
- (c) the Recipient ceases to carry on business.

- 14.2 **Opportunity to Remedy.** If the Ministry considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of the Agreement, the Ministry may

give the Recipient an opportunity to remedy the breach by giving the Recipient Notice:

- (a) of the particulars of the breach; and
- (b) of the period of time within which the Recipient is required to remedy the breach.

14.3 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

- (a) the Recipient does not remedy the breach within the time period specified in the Notice;
- (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Ministry considers reasonable; or
- (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,

the Ministry may immediately terminate the Agreement by giving Notice of termination to the Recipient.

14.4 **Effective Date.** The effective date of any termination under this Article shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

ARTICLE 15

FUNDING AT THE END OF A FUNDING YEAR, UPON EXPIRY OR TERMINATION

15.1 **Funding at the End of a Funding Year.** If, in any Funding Year, the Recipient does not spend all of the Funds allocated for a Funding Year as provided for in the Budget, the Recipient may request permission from the Ministry to use the unspent Funds in the next Funding Year and the Ministry may, in writing:

- (a) authorize the Recipient to use the unspent funds in the next Funding Year; or
- (b) direct the Recipient to return the Funds to the Ministry in accordance Article 16.

15.2 **Funding on Termination.** Upon termination of the Agreement pursuant to Article 14 (Termination by the Ministry), the Ministry shall:

- (a) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(b) demand the repayment of an amount equal to w f unj^ Recipient used for purposes not agreed upon by the Ministry; and,

- (c) cancel all further payment of Funds.

15.3 **Winding Down.** If the Agreement is terminated pursuant to Article 13 (Termination by Either Party for Convenience), the Ministry shall:

- (a) determine the Recipient's reasonable costs to wind down the Project; and
- (b) permit the Recipient to use the Funds in its possession or under its control to pay for such reasonable costs, or, where the Recipient has used the Funds for purposes not agreed upon by the Ministry, to set off such costs against the amount owing by the Recipient to the Ministry.

15.4 Funding on Expiry. Upon expiry of the Agreement, the Ministry shall demand:

- (a) the repayment of any Funds remaining in the possession or under the control of the Recipient; and,
- (b) the payment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry.

ARTICLE 16 RECIPIENT'S REPAYMENT OF FUNDS

- 16.1 Debt Due.** If the Ministry demands the payment by the Recipient of any Funds or interest on the Funds pursuant to the Agreement, the amount demanded shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.
- 16.2 Interest Rate.** The Ministry may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.3 Cheque Payable To.** The Recipient shall pay the amount demanded by cheque payable to the "Ontario Minister of Finance".

ARTICLE 17 NOTICES

17.1 Notice. Any Notice shall be:

- (a) in writing;
- (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and,
- (c) addressed to the other Party as provided below or as either Party shall later designate to the other in writing:

To the Ministry:

Ministry of the Environment
2 St Clair Ave West, 18th Floor
Toronto, Ontario M4V 1P5

Attention: Heather Malcolmson

Manager, Source Protection Planning

Fax: (416)212-2757

Telephone: (416)314-0597

To the Recipient:

The Corporation of the Municipality of
Temagami
P.O. Box 220
Temagami, Ontario POH 2H0

Attention: Brian Koski

CAO/Clerk

Fax: (705) 569-3421

Telephone: (705) 569-2834

17.2 Notices Effective From. All Notices shall be effective:

- (a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile; or
- (b) three (3) days after the day the Notice was deposited in the mail if the Notice is sent by certified, registered or postage prepaid mail, unless the day the Notice is effective falls on a day when the Ministry is normally closed for business, in which case the Notice shall not be effective until the next day that is a day when the Ministry is normally open for business.

ARTICLE 18 SEVERABILITY OF PROVISIONS

- 18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 19 WAIVER

- 19.1 Waivers in Writing.** A waiver of any failure to comply with any term of the Agreement shall be in writing and signed by the Party providing the waiver. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 20 INDEPENDENT PARTIES

- 20.1 Parties Independent.** The Parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representation shall be made or acts taken by either Party which would establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other Person nor with respect to any other action of the other Party.



ARTICLE 21
ASSIGNMENT OF AGREEMENT OR FUNDS

- 21.1 No Assignment. The Recipient shall not assign the Agreement or the Funds or any part thereof without the prior written consent of the Ministry.

ARTICLE 22
GOVERNING LAW

- 22.1 **Agreement Governed By.** The Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in connection with the Agreement shall be conducted in Ontario unless the Parties agree in writing otherwise.

ARTICLE 23
FURTHER ASSURANCES

- 23.1 **Agreement into Effect** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

ARTICLE 24
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 24.1 Force Majeure Means. For the purposes of the Agreement, "Force Majeure" means an event that is:

- (a) beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.

- 24.2 **Force Majeure Includes.** Force Majeure includes:

- (a) war, riots and civil disorder;
- (b) storm, flood, earthquake or other severely adverse weather conditions;
- (c) confiscation or other similar action by government agencies;
- (d) lawful act by a public authority; and,
- (e) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 24.1.

- 24.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;

- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement; or,
- (c) the insufficiency of funds or failure to make any payment required hereunder, unless such failure is in accordance with section 4.3 (Appropriation).

24.4 **Failure to Fulfil Obligations.** The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 25 SURVIVAL

25.1 **Survival.** The provisions in Articles 2 (Governance), 8 (Reporting, Accounting and Review), 9 (Credit), 10 (Limitation of Liability), 11 (Indemnity), 15 (Funding at the End of a Funding Year, Upon Expiry or Termination), 16 (Recipient's Repayment of Funds), 20 (Independent Parties), 22 (Governing Law) and 25 (Survival) and any supporting or cross-referenced clauses shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement.

ARTICLE 26 SCHEDULES

26.1 **Schedules.** The following are the schedules attached to and forming part of the Agreement:

- (a) Schedule A (Project Description and Timelines);
- (b) Schedule B (Budget); and,
- (c) Schedule C (Financial/Progress Reports).
- (d) Schedule D (Pre-Screening Survey)

ARTICLE 27 ENTIRE AGREEMENT

27.1 **Entire Agreement** The Agreement together with the attached schedules listed in section 26.1 of the Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be modified by a written agreement duly executed by the Parties.

**ARTICLE 28
COUNTERPARTS**

28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF the Parties have executed the Agreement made as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

per: _____
Name: Ian Smith
Title: Director, Drinking Water Program Management Branch

Pursuant to delegated authority

The Corporation of the Municipality of Temagami

per: _____
Name: Brian Koski
Position: CAO/Clerk

I have authority to bind the Recipient

SCHEDULE A

Attached to and forming part of the Agreement between the Ministry of the Environment and The Corporation of the Municipality of Temagami dated the 1st day of March 2006

PROJECT DESCRIPTION AND TIMELINES

A1. Background

On December 5, 2005 the Ontario government introduced legislation on source protection (Bill 43: the proposed Clean Water Act, 2005) to ensure that Ontario's drinking water is safe from source to tap.

The proposed legislation largely focuses on areas where conservation authority ("CA") boundaries exist because their administrative borders are aligned with the natural flow of water (i.e. watersheds). With the majority of CAs situated in Southern Ontario, as well as the dense population of the region, more data-related activities and programs are found here. As a result, the source protection process as set out in the proposed legislation may not be comprehensive for non-CA bounded municipalities' conditions thus; the Ministry is proposing a pre-screening process for these municipalities.

A2. Project Objective

The pre-screening process to be undertaken by the Recipient will give the Recipient, which is located outside conservation authority borders and thus not covered under the proposed legislation, the opportunity to determine the threats facing its water systems so that it can make an informed decision regarding the need to enter into an agreement with the Province of Ontario to develop scoped source protection plans.

A3. Scope and Structure of the Project

The survey to be undertaken by the Recipient as part of the pre-screening process is categorized into two parts: Municipal Characterization and Municipal Residential Water Supply Characterization. The Recipient is required to complete both parts of the survey. If the Recipient has received funding for more than one drinking water system, part two of the survey must be completed for each drinking water system.

The majority of the survey is focused on existing data and information. The Recipient may be required to undertake some field work to determine an inventory of activities as requested by the survey; however, no lab sampling or laboratory analysis is required to complete it. If the Recipient is unable to answer some questions in the Survey, the Recipient is to indicate why the question could not be answered as the response. Each question is coded (e.g. Q2.4).

Many of the questions in the survey call for mapping deliverables. If the Recipient does not have mapping technologies, manual or even clearly hand-drawn maps will suffice for

purposes of the survey. Regardless of the methods used, the map creators name and contact information should be indicated on the maps; as well as, data sources used, a scale to indicate distance, and compass to indicate direction.

A4 Timelines

The Municipality agrees to complete the pre-screening survey by September 1,2006.

SCHEDULE B

Attached to and forming part of the Agreement between the Ministry of the Environment and The Corporation of the Municipality of Temagami dated the 1st day of March 2006

BUDGET

The Recipient shall expend the Funds in accordance with the following Budget:

	Amount
Expenses directly related to completing the pre-screening survey	\$20,000

The Ministry shall provide the Funds to the Recipient in accordance with the following schedule:

Date or Activity that Triggers Payment	Amount
Receipt and approval of signed Agreement by Ministry	\$20,000

SCHEDULE C

Attached to and forming part of the Agreement between the Ministry of the Environment
and The Corporation of the Municipality of Temagami dated the 1st day of March 2006

FINANCIAL/PROGRESS REPORTS

Reports	Date Due
<p>Interim progress report(s) setting out:</p> <p>(i) actions undertaken to the date of the report and how they relate to the objectives of the project;</p> <p>(ii) any project milestones achieved within the reporting period and show how project objectives / expectations have been met;</p> <p>(iii) set out any variances from the project schedule, the reasons for such variances and the strategy used to correct the variances and achieve the project objectives; and</p> <p>(iv) a statement confirming Recipient compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, Board chair or equivalent.</p>	June 1, 2006
<p>Financial progress report(s) setting out:</p> <p>(i) actual expenses incurred in undertaking the project to the date of the report (the Ministry reserves the right to require substantiating information);</p> <p>(ii) set out any variances between actual project costs and the estimated budget costs set out in Schedule B in excess of 10% including the reason for such variances; and</p> <p>(iii) whether or not the project as described in the Agreement can be completed.</p>	August 18, 2006
<p>Final report setting out:</p> <p>(i) discussing project objectives / expectations, confirming that project objectives / expectations were met, setting out lessons learned;</p> <p>(ii) including a final accounting of all project expenditures signed by the Chief Financial Officer and the Board of Directors, if applicable, confirming actual project expenditures and providing an explanation for any variances from the Budget in excess of 10%; and</p> <p>(iii) including a statement confirming Recipient compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, Board chair or equivalent.</p>	September 1, 2006

SCHEDULE D

Attached to and forming part of the Agreement between the Ministry of the Environment and The Corporation of the Municipality of Temagami dated the 1st day of March 2006

Survey

Source Protection Pre-screening for Municipalities Located Outside Conservation Authority Boundaries

February 2006

Structure of the Pre-Screening Studies and General Instructions

The structure of this survey has been designed for one municipal residential supply system. Should your municipality own/operate more than one municipal residential supply system, the first part of the survey should be completed only once and the second part of the survey should be completed for each system and included in the final report package.

If there are any questions regarding the survey, please contact:

Daniella Molnar, Program Analyst
Drinking Water Program Management Branch
Ministry of the Environment
2 St. Clair Ave W, 18th Floor
Toronto, ON M4V 1L5
Tel: (416) 314-0591
Email: Daniella.molnar@ene.gov.on.ca

The majority of the survey is focused on existing data and information. Some field work may be required to compile an inventory of activities. No water sampling or laboratory analysis is required to complete the survey. **If you are unable to provide a response to a question, please provide a brief explanation of why no response was supplied.** Each question is coded (e.g. Q2.4). The report back to the Ministry should be coded with the corresponding responses (e.g. A2.4).

Many of the questions in this survey call for mapping deliverables. If the municipality or assisting organization does not have digital mapping technologies, clear hand-drawn maps will suffice. Regardless of the methods used, **the map creator's name and contact information should be indicated on the maps; as well as, data sources used, a scale to indicate distance, and north arrow to indicate direction. Appendix A provides a summary list of the maps that will need to be created.**

ONTARIO MUNICIPAL SOURCE PROTECTION PRE-SCREENING SURVEY

PART ONE: Municipal Characterization

I. Preliminary Municipal Information

Provide the following information:

- Legal Name of Municipality
- Name of person leading the survey responses (Survey Lead) and his/her Position
- Telephone Number of Survey Lead
- Email Address of Survey Lead
- Contact Fax Number of Survey Lead

1 .0 Watershed

Q1.1 Do you know the name of the watershed or watersheds in which the municipality is located?
If so, state the name(s).

2 .0 Population and Trends

Q2.1 What is the current population of the municipality?

Q2.2 Describe the current population trends and if known, provide a population projection for the next 25 years. For example, do current trends indicate that the population is increasing, decreasing or remaining the same?

3.0 Landuses

To understand the municipality's needs for source protection planning, an evaluation of the land uses that may impact water quality and quantity is necessary. The following questions will help to understand the general landuses in the municipality with respect to the locations of the drinking water systems.

Q3.1 Map and provide written descriptions of the general land use within the municipal boundaries. Use the following landuse classifications:

- Settlement Areas — built-up areas of urban and rural municipalities
 - Urban Residential Development - settlement areas with high population densities
 - Rural Residential - settlement areas with low population densities
 - Industrial / Commercial - areas that have been designated and/or are used for industrial and commercial purposes

■ **SdXS** ■ areas w/Wn n Areas the municipality that have been designated for

- Rural Areas - land outside settlement areas
- Cottage and Camp Development - seasonal and recreational land use
- Forestry

- Agriculture
 - Cash crops
 - Improved Pasture
 - Unimproved Pasture
 - Livestock
- Recreational Areas
- Protected Areas
- Others

Q3.2 Estimate the collective area of each land use identified for Q3.1 above in square kilometres (km²).

Q3.3 On the same map as the answer to Q3.1, locate the following drinking water supply systems (if existing within the municipal boundaries):

- Large municipal residential - owned by a municipality and serves more than 100 private residences
- Small municipal residential - owned by a municipality and serves more than 5 but less than 101 private residences
- Non-municipal seasonal residential - operates seasonally and serves more than 5 private residences or a trailer park or campground with more than 5 service connections.
- Non-municipal year round residential - operates year round and serves more than 5 private residences or a trailer park or campground with more than 5 service connections.
- Small non-municipal non-residential - serves a designated facility or a public facility and has a capacity of 2.9 litres/sec or less.
- Small municipal non-residential - owned by a municipality, has a capacity equal to or less than 2.9 litres/sec and supplies water to the public at the following operations:
 - Community Centre
 - Municipal Administration Office or Library
 - Firehall
 - Athletic Facility
 - Other (please specify)
- Large municipal non-residential - owned by a municipality, has a capacity greater than 2.9 litres/sec and supplies water to the public at the following operations:
 - Community Centre
 - Municipal Administration Office or Library
 - Firehall
 - o Athletic Facility
 - o Other (please specify)

Q3.4 Although not currently under the responsibility of the municipality, are there residential drinking water supply systems that may need to be assumed by the municipality? If so, describe the situation and indicate them on the map in Q3.3. For example, the current owner/operator of a private drinking water supply system has indicated that s/he can no longer afford the responsibility.

4 .0 Drinking Water Issues - Municipal Scale

This section of the survey helps to identify drinking water issues that a municipality may need to address through source protection planning. Currently the drinking water issue is the appearance or the manifestation of a chemical or a pathogen in a drinking water source. For example, elevated nitrogen levels in an aquifer.

The first part of the questions relate to the information available to municipalities in order to identify drinking water issues. The second part of the questions pertains to issues already identified.

Q4.1 Has a water quality monitoring program (groundwater and/or surface water monitoring) been established within the municipality other than the provincially-led Provincial Water Quality Monitoring Network (PWQMN) or the Provincial Groundwater Monitoring Network (PGMN)?

Q4.2 If yes, create a map showing the location of the stations distinguishing between groundwater monitoring wells and surface water stations. Include on the map watercourses and landuses. List the parameters being monitored at each station.

Q4.3 List any other monitoring programs established in the municipality that aim to determine water quality. For example, physical or biological parameters (e.g. Benthic Monitoring, Fish Monitoring).

Q4.4 Using the Provincial Water Quality Objectives (for surface water) and the Ontario Drinking Water Quality Standards (for groundwater) as standards, in the last 5 years, has there been exceedances of chemical parameters being measured in Q4.2? Indicate which parameters were exceeded and the number of exceedances recorded for each parameter, for each monitoring station.

Q4.5 Describe any event(s) or condition(s) that are perceived to have an impact upon the quality of the drinking water source. These events and conditions may be chemical spills, factory emissions, natural seasonal changes, biological/ecological activity and observed trends in monitored data. These concerns may not have been substantiated as an actual drinking water threat because there was no formal investigation, but the municipality may be interested in studying their impact to drinking water at a future date.

Q4.6 Has the municipality experienced any drinking water supply shortages within the last ten (10) years? Describe the circumstances leading up to the shortage and, where possible, suggest reasons for the occurrence.

5.0 Geographic Information System (GIS) Capacity and Information Exchange

The proposed source protection program requires extensive use of mapping to describe drinking water sources and potential threats. The following questions pertain to the municipality's capacity in geographic information systems.

Q5.1 Describe the geographic information system (GIS) capacity available to the municipality. Some considerations in answering this question may be:

- a) Does the municipality maintain or have access to a GIS system?
- b) What GIS software, if any, does the municipality currently own?
- c) Who is responsible for the operation and management of the GIS program? What are the qualifications required for this position?
- d) Describe any GIS based municipal projects or programs.

6.0 Water Budget

The proposed Clean Water Act uses the water budgeting process as the method to identify water quantity issues and threats to drinking water sources. However, this section is optional and requires more extensive knowledge about groundwater and surface water conditions. If the municipality has participated in groundwater studies and has studied surface water flows, review this section and proceed with answering the questions. If the municipality has not participated in these studies, please skip the questions in section 6 and proceed to the questions in section 7, Long Term Municipal Water Supply Strategy.

A water budget is a process that identifies how much water is available in the watershed, and illustrates how water moves through the watershed (lakes, streams, and underground). This survey is intended to inventory existing information that pertains to water budgets.

Q6.1 Has the municipality undertaken studies on the surficial geology and soil conditions within the municipal boundaries? If so, indicate the title of the study, author(s) and date of publication.

Q6.2 Are there surface water gauging stations within the municipal boundaries measuring flow? If yes:

- Who is responsible for their operation?
- At what frequency is the data collected?
- How long have these stations been in operation?

Q6.3 Has the municipality georeferenced dams, channel diversions and water crossings for mapping purposes?

Q6.4 Are there any fisheries enhancement programs currently underway within the municipality? If yes, using a map, locate and identify cold and warm water fisheries within the municipality.

Q6.5 Does the municipality have knowledge of other activities (other than the municipal residential supply system) requiring water takings from surface water and groundwater sources? If yes, list them and distinguish which are surface takings and which are groundwater takings.

Q6.6 Does the municipality have a map of the extent of aquifers within the municipality, including potentiometric surface with groundwater flow directions? If yes, provide the title of the study in which the map exists, author(s), and the date of completion.

Q6.7 Does the municipality have existing information on identified recharge and discharge areas? If yes, provide the title of the study in which the map exists, author(s), and the date of completion.

7.0 Long-Term Municipal Water Supply Strategy

The purpose of this section is to evaluate potential future drinking water sources that may need to be addressed through source protection planning.

Q7.1 Does the municipality have a long-term water supply strategy to meet future demands? If yes, has the municipality identified future sources of drinking water?

Q7.2 Are there concerns regarding the ability to meet the future demand identified in the long-term water supply strategy?

Q7.3 Does the municipality have a low water response program or water use protocol in place to address drinking water shortages?

PART TWO: Municipal Water Supply Characteristics

The questions in this section are focused on a single municipal residential water supply system; existing or planned. If the municipality has more than one system, the response package should include a separate response to the questions in Part Two for each individual system.

II. Preliminary Information on Municipal Water Supply Characteristic

Provide the following information about the Municipal Residential Water Supply System:

- Name of Municipal Residential Water Supply System
- Water Works Number
- Category:
 - o Large municipal residential - serves more than 100 private residences
 - o Small municipal residential - serves more than 5 but less than 101 private residences
- Owner of drinking water supply system
- Operator/Operating Authority of drinking water supply system

8.0 Description of the Existing Municipal Residential Water Supply System

The purpose of this section is to provide preliminary information with regards to the municipal residential water system and its current capacity.

Q8.1 What is the primary source of water for the existing municipal drinking water system?

Q8.2 Groundwater Under Direct Influence ("GUDI") are special cases where surface water directly affects the quality and quantity of the water available in the well. If the municipal residential water supply system uses wells, has it been assessed for GUDI characteristics? What was the result of the assessment?

Q8.3 Provide a map that shows the location of the municipal residential water supply system and the users that it currently services (residential subdivisions, industrial buildings, schools, government buildings, churches, etc).

Q8.4 Are there municipally approved plans to extend the service of this municipal supply system to other areas? For example, adding a residential subdivision or current private systems in the future. If so, when is the extension(s) expected to occur and how many areas will be connected?

9.0 Groundwater Vulnerability Delineation and Assessment

The following section contains questions with regards to drinking water sources from groundwater supplies. If the municipality does not use groundwater as the supply, proceed to section 10.0, which pertain to surface water sources.

The proposed Clean Water Act requires, through an assessment report, the delineation of Wellhead Protection Areas (WHPAs) around wells. The purpose of this section is to get an understanding of the information available to municipalities to delineate WHPAs

Q9.1 Since 1998, the Ministry of the Environment has funded a series of groundwater studies that have laid the foundation for wellhead protection areas and regional aquifers used for drinking water. If the municipality has participated in the groundwater studies described above, indicate the title of the report(s), year of publication, report authors, and participating partners as well as the geographic area covered in the report.

Q9.2 If the municipality has not participated in the groundwater studies described above, have wellhead protection areas been delineated for wells within the municipality? Identify the basis of the delineation.

Q9.3 Does the municipality have any concerns with the methods used to identify the Wellhead Protection Areas in the studies identified in Q9.1 or Q9.2?

10.0 Surface Water Vulnerability Delineation and Assessment

The questions in the following section pertain to drinking water sources from surface water supplies. If the municipality does not use surface water for its drinking water supply, refer to section 9.0 for the questions pertaining to groundwater drinking water supply.

The proposed Clean Water Act requires, through an assessment report, the delineation of Intake Protection Zone (IPZ) around surface water intakes. The purpose of this section is to get an understanding of the information available to municipalities to delineate IPZs.

Q10.1 Identify the surface water drinking water source.

Q10.2 Indicate the type of surface water source. See options listed below:

- Great Lakes - one of the 5 Great Lakes
- Great Lakes Connecting Channel - rivers that connect the Great Lakes
- Inland River System
- Inland Lakes - lakes other than the Great Lakes

Q10.3 Indicate, using an "X", which of the following information is available for the municipal drinking water system.

- ☐ Design specifications for water intake crib and pipe, including GPS coordinates for location of intake, depth of intake, length of intake pipe
- ☐ Response times for shutdown of the plant
- ☐ Engineering reports, studies, assessments which could provide information about the intake and surrounding hydrodynamic/hydrological conditions
- ☐ Bathymetry of the intake water lot and near area lake bed showing intake crib and pipe
- ☐ Limnology in the intake area and region
- ☐ Local and regional current/flow and drift patterns and vectors
- ☐ Prevailing wind direction and intensity
- ☐ Long-term and seasonal weather patterns as they influence wave generation, magnitude and direction
- ☐ Local and regional erosion and scouring patterns by currents, waves, and ice
- ☐ Sediment and substrate characterization at the intake (e.g. past monitoring of bacterial concentrations, taste and odour compounds, suspended solids)
- ☐ Local watershed influences
- ☐ Local and regional shipping routes and patterns
- ☐ Historical shoreline and substrate trends
- ☐ Historical land use
- ☐ Shoreline mediation/engineering works

Q1 0.4 Does the municipality have or have access to studies that have delineated the surface water intake protection zone(s) for the drinking water system? If yes, describe the method that was used to define the zones.

Q10.5 Does the municipality have any concerns with the methods used to identify the Intake Protection Zone in the study listed in Q10.4?

11.0 Inventory of Activities and Entities

The following section is in two parts. The first identifies the area of interest around the municipal water supply system's withdrawal (groundwater well or surface water intake crib), and the second is to identify activities and entities within the area of interest that may impact drinking water sources. This information will provide preliminary information to the municipality as to which activities or entities may be a threat to drinking water sources.

11.1 Defining the Area of Interest

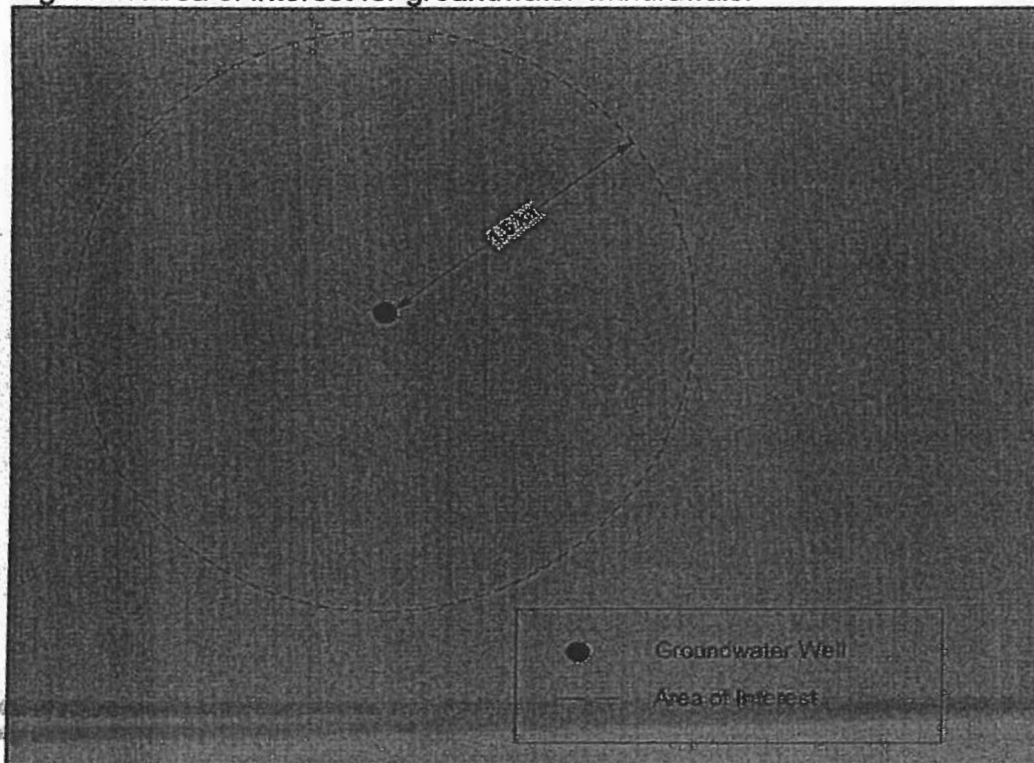
Complete only the section of the survey that pertains to the source of water for the municipal system covered by this copy of Part 2 of the survey. For a groundwater drinking water source - refer to instruction "A". For a surface water drinking water source refer to instruction "B".

Groundwater Source

- A.** If the municipality has delineated a Wellhead Protection Area, the area of interest is the two (2) year time of travel.

If the municipality has not already delineated a Wellhead Protection Area, a fixed radius of 1.5 km around the well will be the area of interest (*see figure 1*). **A map will be required as a product of this exercise to describe the area of interest.**

Figure 1. Area of interest for groundwater withdrawals.



Surface Water

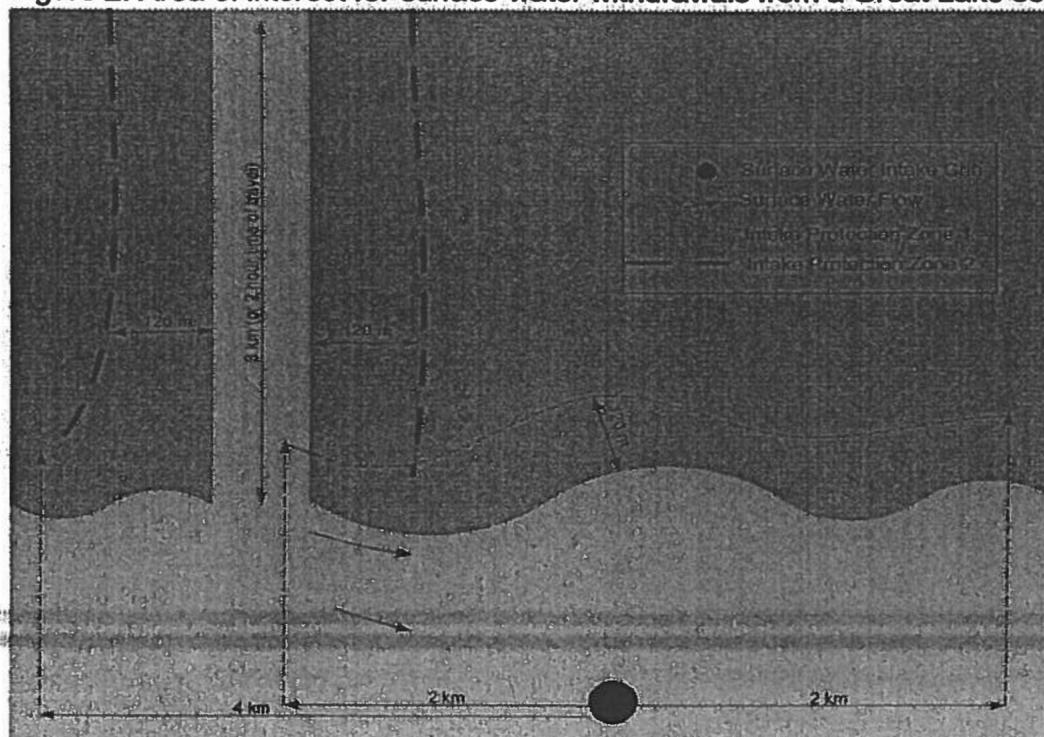
- B. The delineation method for mapping the area of interest for municipal systems drawing from a surface water source depends on the surface water source. The area of interest for a surface water source may consist of one or more Intake Protection Zones ("IPZ"), depending on local conditions. If the municipality has already delineated IPZs from a previous study or program requirement, use the map developed during that study or program to identify the area of interest.

For those that have not identified an IPZ, use the following methods:

Great Lake

If a municipality is drawing its drinking water from a Great Lake, the area of interest will consist of a one hundred and twenty (120) m setback from the shoreline two (2) km up and downstream of the intake crib. This zone is referred to as the first IPZ (IPZ-1) (see figure 2). However, if there is a contributing tributary within four (4) km upstream of the crib, a second IPZ (IPZ-2) will be added to the area of interest. IPZ -2 is a one hundred and twenty (120) m setback from the shoreline and the riverbank, 4 km upstream along the shoreline from the intake crib (see figure 2). IPZ-2 will also extend up to the contributing tributary for a recommended distance of 3 km OR if the municipality has data on average velocity flows of the water (using Manning's equation to determine average velocity), the calculated distance for a two (2) hour travel time may be used. The municipality may also wish to deviate from the recommended three (3) km distance due to accessibility, jurisdictional, or financial reasons. **Overall, a map of the area of interest and a rationale for its delineation is required.**

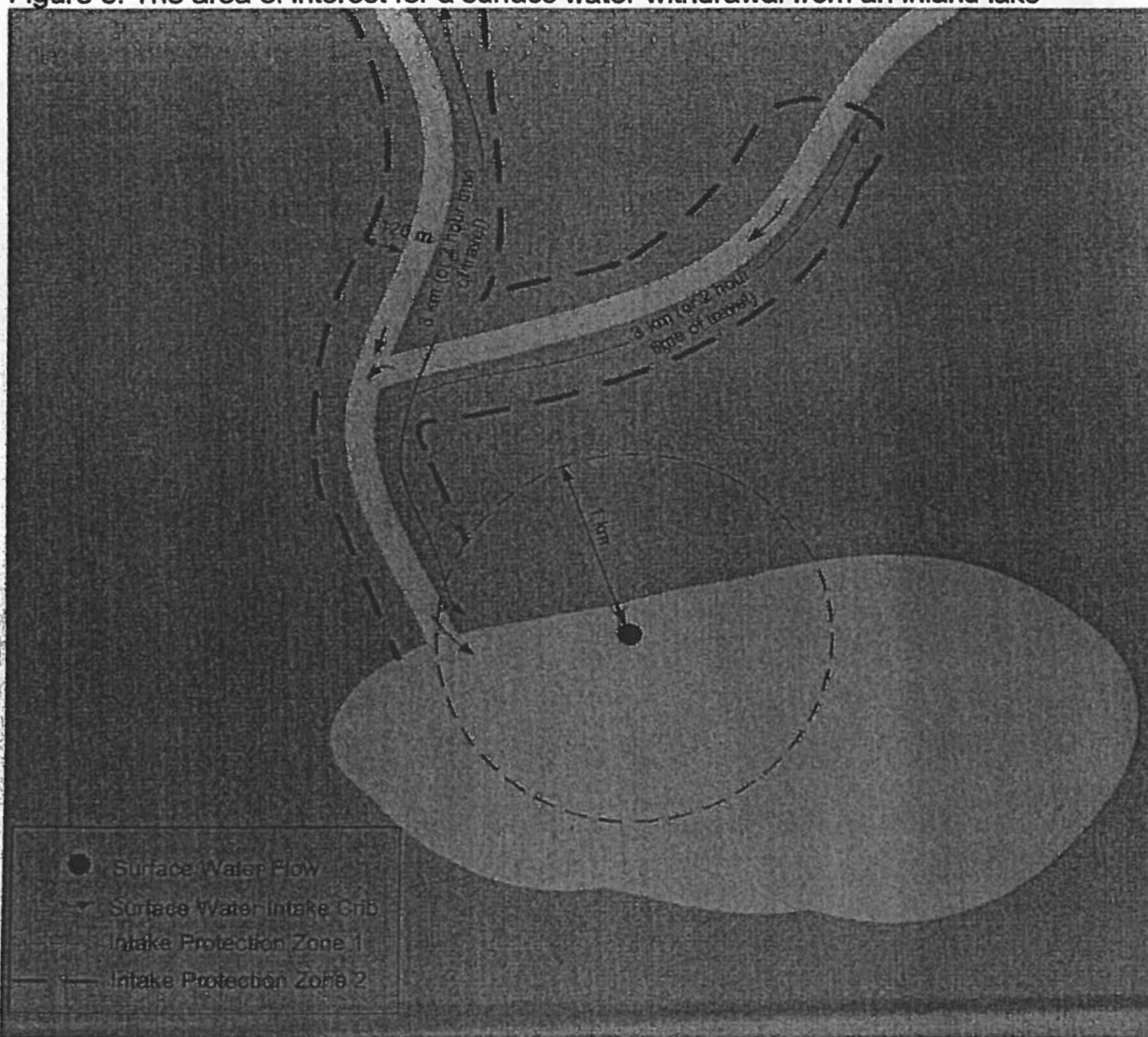
Figure 2. Area of interest for surface water withdrawals from a Great Lake source.



Inland Lake

If the withdrawal of drinking water is from an inland lake, the area of interest will consist of a fixed boundary of one (1) km around the intake crib (Intake Protection Zone 1). In addition, if there is a contributing tributary, a one hundred and twenty (120) m setback from the shoreline and along the river should be added to the area as the second intake protection zone (IPZ-2) (see figure 3). The distance along the river is up to the discretion of the municipality and will be dependent upon situations such as accessibility, jurisdiction, and finances. However, it is recommended that a minimum of three (3) km from the lake be applied. If the average velocity flow of a contributing tributary is available (based on Manning's equation), a distance based on a two (2) hour travel time may be used in lieu of the three (3) km distance. **Overall a map of the area of interest and a rationale for its delineation is required.**

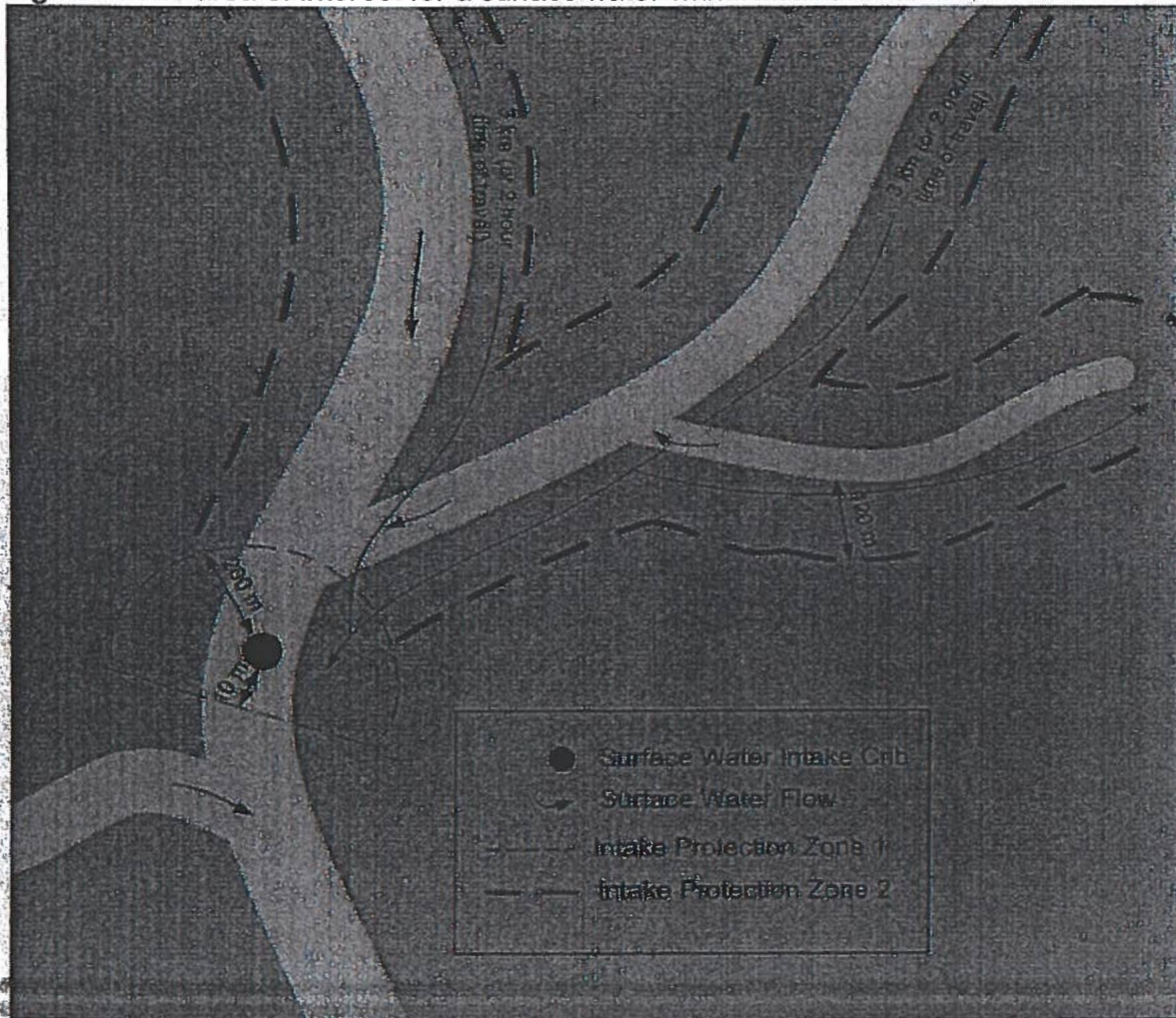
Figure 3. The area of interest for a surface water withdrawal from an inland lake



Inland River

If the municipality is withdrawing its drinking water from an inland river, the area of interest will consist of the first intake protection zone, which is a two hundred (200) m fixed radius upstream, ten (10) m below the intake pipe (see figure 4); as well as a second intake protection zone one hundred and twenty (120) m setback from the shoreline along the river and contributing streams. The distance along the river is up to the discretion of the municipality but a minimum of three (3) km is recommended upstream of the intake pipe. If the municipality has average velocity of the streams (based on Manning's equation), an alternative distance may be calculated based on the two (2) hour travel time. Other criteria that the municipality may take into consideration are accessibility, finances and jurisdiction. **Overall a map with the area of interest and a description of the rationale for its delineation is required.**

Figure 4. The area of interest for a surface water withdrawal from an inland river.



Q11.2 Using the area of interest maps created in response to Q11.1, the occurrences of the following activities and entities should be mapped within the area of interest. Field work will be required to complete this exercise using a windshield survey. Ensure that field work is done when visual obstruction is minimized. If a recent study has been done to identify these activities (e.g. groundwater studies), the municipality is encouraged to attach the map.

- | | |
|--|--|
| <ul style="list-style-type: none"> ■ Man-made ponds ■ Inland Lakes and Streams ■ Great Lake ■ Wetlands ■ Private Wells ■ Pits and Quarries ■ Mining Activities ■ Construction Activities ■ Septic Systems ■ Sanitary sewer infrastructure ■ Storm sewer infrastructure ■ 4-lane Paved Roads ■ 2-lane Paved Roads ■ Gravel Roads ■ Railways ■ Parking Lots (10+ spaces) ■ Cemeteries ■ Existing operating landfills ■ Closed landfills ■ Abandoned/orphaned landfills ■ Auto wrecker ■ Farmlands (livestock) ■ Farmlands (crops) ■ Single detached dwellings ■ Multiple unit dwellings | <ul style="list-style-type: none"> • Gas Stations ■ Automobile, Body Shops/Repair Shops • Petroleum Processing Plant ■ Golf Courses ■ Recreational Parks ■ Airport ■ Food processing plant ■ Dry cleaners/ laundry mats ■ Dry Goods Manufacturing ■ Electrical/Electronic Manufacturing ■ Hardware/Lumber/Parts Stores ■ Petroleum storage ■ Fertilizer storage • Manure storage ■ Snow storage ■ Road salt storage ■ Pesticide storage ■ Municipally serviced wastewater treatment plant ■ Oil and gas extraction and processing |
|--|--|

Q11.3 On the same map as Q11.2, map and describe other activities, land uses, and entities that are not listed in 11.2 and pose concern for drinking water sources. Describe the reason for the concern.

12.0 Issues Evaluation - Municipal Residential Water Supply Scale

An issue is the manifestation (appearance) of a chemical or a pathogen within a drinking water source.

Q12.1 Describe any event(s) or condition(s) listed in Q4.5 to which this municipal drinking water supply system had to respond. For example, increased treatment due to increased nitrogen levels detected in the raw water.

13.0 General interest in participation in Source Water Protection

Q13.1 Describe what, if any, benefits the municipality expects to realize from participation in Source Water Protection. Identify and describe any concerns which the municipality may have regarding the participation in Source Water Protection.

Appendix A - Summary of Maps to be Created In Response to the Survey

Section	Question Code	Map Number	Map Description
3.0 Land uses	Q3.1 & Q3.3	#1	Map of specified landuses within municipal boundaries including drinking water supply systems.
4.0 Water Quality Trends	Q4.2	#2	Map locations of water quality monitoring stations distinguishing between the groundwater monitoring wells and surface water stations other than those belonging to the PWQMN and PGMN. Include on the map watercourses and landuses.
6.0 Water Budget	Q6.4 (optional)	#3	On a map, locate and identify cold and warm fisheries within the municipalities.
8.0 Description of Existing Municipal Residential Water Supply System	Q8.3	#4	Map location of the municipal residential water supply system and the users that it currently services (residential subdivisions, industrial buildings, schools, government building, churches, etc).
11.0 Inventory of Activities and Entities	Q11.1	#5	Map the area of interest around the municipal residential water supply system's withdrawal source (well for groundwater, and intake crib for surface water). Instructions for the delineation is provided in section 11.1.
	Q11.2 & 11.3	#6	Map the area of interest with the inventory of activities and entities.