



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 41-2007

To authorize the execution of  
Landowners Agreements with Credit Valley Conservation Authority  
for installation of monitoring wells on City property

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**WHEREAS** it is deemed expedient in the interest of The Corporation of the City of Brampton to enter into Landowners Agreements with Credit Valley Conservation Authority for the installation of water monitoring wells in Eldorado Park and a future park site, being Block 638, Plan 43M-1717, Brampton;

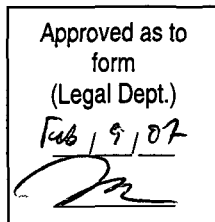
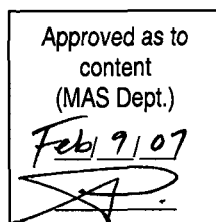
**NOW THEREFORE** the Council of The Corporation of the City of Brampton **ENACTS AS FOLLOWS:**

1. The Mayor and Clerk are hereby authorized to execute Landowners Agreements between the City of Brampton (as Owner) and Credit Valley Conservation Authority (CVCA as Tenant) for CVCA's installation of a water monitoring well in Eldorado Park and in a future park, being Block 638, Plan 43M-1717, on terms and conditions acceptable to the Commissioner of Community Services and in a form of agreement approved by the City Solicitor, together with all other documents that, in the opinion of the City Solicitor, are necessary to give effect to the terms of the Landowners Agreements.

**READ a FIRST, SECOND and THIRD TIME and PASSED** in Open Council this 12<sup>th</sup> day of February, 2007.

  
SUSAN FENNELL

MAYOR



  
KATHRYN ZAMMIT

CLERK

# Landowners Agreement

## MEMORANDUM OF UNDERSTANDING

Agreement made in duplicate this 13<sup>th</sup> day of February, 2007.

**BETWEEN:**

The Corporation of the City of Brampton  
(Hereinafter referred to as the "Owner")

OF THE FIRST PART

- And -

Credit Valley Conservation Authority  
(Hereinafter referred to as the "Authority")

OF THE SECOND PART

Throughout this Agreement, the term "Parties" mean the Owner and Credit Valley C.A.

WHEREAS the Authority is to undertake groundwater monitoring activities (hereinafter called the "Works" described in Schedule A attached) through the Comprehensive Groundwater Monitoring Program (part of the expanded Effectiveness Monitoring Strategy) on lands owned by the Owner, ELDORADO PARK, Part Lot 3, Concession 4 WHS, City of Brampton, in the Province of Ontario as illustrated on the sketch attached hereto as Schedule "B" (hereinafter called the "Lands").

AND WHEREAS the Owner and the Authority, agree to the activities as outlined in Schedule "A";

NOW THEREFORE the Owner and the Authority agree as follows:

### TERM OF AGREEMENT

That this Agreement shall remain in force from the date of signing and may be discontinued by either or both the Owner and the Authority acting under the PROVISIONS FOR CANCELLATION section of this agreement.

That this Agreement may be amended from time to time, by mutual written agreement of the the Owner and the Authority.

That the equipment purchased and installed on the Lands by the Authority shall remain in the ownership of the Authority under terms agreed upon by the Owner and the Authority, for the life of, and after termination of this agreement.

## **PROVISIONS FOR CANCELLATION**

That this Agreement may be cancelled unilaterally by either the Owner or the Authority by providing three (3) months notice in writing of the intention to cancel to the other Party or by mutual agreement with any agreed period of notice.

## **OWNER'S OBLIGATIONS**

1. The Owner grants to the Authority, permission to enter upon the Lands for Works as outlined in Schedule 'A' attached to this agreement.
2. The Owner agrees not to remove, destroy or alter, in any way, the Works equipment without prior consultation and approval of the Authority.
3. If there is any noticeable visible damage, accidental or otherwise, to the Works, the Owner will immediately notify the Authority.
4. Upon termination by the Authority or Owner and without extension of this agreement, and upon removal of the monitoring equipment by the Authority, the Authority shall assume the responsibility for maintenance and abandonment of the well in accordance with the Ontario Water Resources Act and Regulation 903.

## **AUTHORITY'S OBLIGATIONS**

5. The Authority shall perform the work as outlined in Schedule A with due diligence and care and in keeping with the expertise expected from it.
6. The Authority will make a reasonable attempt to notify landowners before entering the Lands for Works.
7. The Authority shall be responsible for repairing or replacing any landscaping damage that results from construction and maintenance of the well.
8. During the life of the program, Authority shall maintain the well and the installed equipment well in accordance with the Ontario Water Resources Act and Regulation 903.
9. Upon termination and without extension of this agreement, the Authority agrees to remove and retain possession of the existing equipment installed through the Works.
10. Upon request by the Owner, the Authority shall deliver to the Owner the water quantity and/or water quality data collected from the Owner's well by the Authority for the life of this agreement.
11. Should the Authority become aware of water quality concerns, such as water sample analytical results from the program that are above the Ontario Drinking Water Standards (ODWS), during the term of the program, the Authority agrees to provide the Owner with written notification of said results.

## **INSURANCE AND INDEMNITY**

12. During the entire term of this Agreement, the Authority agrees to obtain and keep in force a general liability insurance policy in at least the amount of five million dollars (\$5,000,000.00) of lawful money of Canada, that protects the Authority and the employees of the Authority from all claims, demands, actions, causes of action that may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever that may arise through any act or omission or both including negligent acts or omissions of the Authority or any employee or employees of the Authority.
13. The Authority agrees to protect, indemnify, keep indemnified and save harmless the Owner from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect or omission of the Authority or any employee(s) or subcontractors of the Authority in connection with the performance of this Agreement.
14. The Authority agrees to protect, indemnify, keep indemnified and save harmless its officers, servants and agents from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect or omission of the Authority or any employee(s) or subcontractors of the Authority in connection with the performance of this Agreement.

## **OCCUPATIONAL HAZARDS**

15. The Authority shall take special note on site of inherent occupational hazards, if any. The Authority shall be knowledgeable of, and abide by, the provisions of all legislative enactment, by-laws and regulations in regard to health and safety in the Province of Ontario including, without limitation, the Occupational Health and Safety Act.
16. The Authority shall at all times have available a competent supervisor who is authorized to act on the Authority's behalf, and who is to ensure that the work and services are properly and safely carried out.

## **COMPLY WITH THE LAWS**

The Authority employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders, and all by-laws of all relevant local authorities.

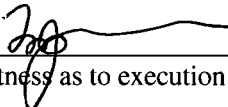
**SCHEDULES**

The Owner and the Authority agree that the provisions of Schedule A to this Agreement form a part of this Agreement as if fully incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

SIGNED, SEALED AND DELIVERED

CONSERVATION AUTHORITY (Credit Valley Conservation Authority)

  
Witness as to execution

Per: 

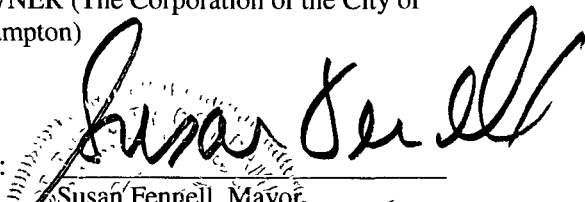
G.P. Robin, Manager Corp Services  
Name and Title

Per: 

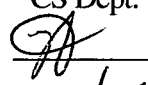
Sheryl Mennery  
Name and Title

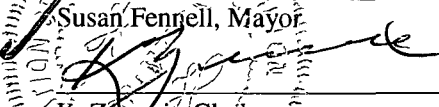
OWNER (The Corporation of the City of Brampton)

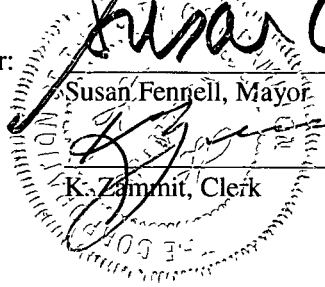
Authorization  
By-Law No.  
41 - 2007

Per:   
Susan Fennell, Mayor

Approved  
as to form  
Law Dept.  
wcc  
07 02 06

Approved  
as to content  
CS Dept.  
  
Feb 5/07

Per:   
K. Zammit, Clerk



## **SCHEDULE "A"**

To the Agreement between the Owner and the Authority, all or some of the following activities will be conducted as part of the Works by the Authority, their employees and agents through the Effectiveness Monitoring Strategy:

1. Selection of exact location of well site within the existing site, with sensitivity to current park activities and future planned park activities, shall be carried out by representatives of both Parties in advance of well drilling activities.
2. Perform any clean-up works necessary to ensure reasonable access to the monitoring well and equipment including general well site clean up and removal of obstructions to well access and to the well site access road.
3. Monitoring wells to be instrumented within the network require preparation prior to instrumentation. General requirements may include a clean out, backwash, well head casing preparation and adjustment, and that a pump test be carried out to determine hydraulic conditions according to specifications outlined in Regulation 903 of the OWRA.
4. Installation of monitoring equipment including well caps, down well dataloggers and associated cables, and telemetry equipment and enclosure box mounted on a pole adjacent to and connected to the well casing by cables. Wire mesh cages may also be constructed to protect the installation.
5. Regular visits (4-12 times/ annum) to the well site to collect water level monitoring data and water quality samples. Site inspections and maintenance of the installed monitoring equipment, and to perform any minor clean-up work necessary to ensure on-going reasonable access to the well site will be also done at this time.
6. Regular visits (1-4 times/ annum) to the well site to operate water well purge equipment (pumps) prior to the collection of water quality samples from the well. These visits will coincide with regular site visits.
7. Training of new Authority personnel to ensure that assigned staff is properly trained in the operation and maintenance of the installed monitoring equipment.
8. An initial site visit to ensure that the Owner is given a briefing and documentation of the equipment housed at the well site. Additional periodic visits can be provided to the Owner when the Lands are transferred, and as required by either party.

**Schedule 'B'**







*Proposed Groundwater Wells  
Credit Valley Secondary Plan - Eldorado Park*

GW5a

GW6b

Creditview Rd

↑ Eldorado Park  
Groundwater Monitoring  
Well

 Secondary plan boundary  
 Approx. Eldorado park boundary  
 Hydrologic network  
 Proposed GW monitoring

0 50 100 Meters

