

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 16-05-863

Being a By-Law authorizing Council to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change.

WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it beneficial to enter into an agreement with the Minister of the Environment and Climate Change to undertake groundwater monitoring activities.

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk to execute an Agreement with the Minister of the Environment and Climate Change (Schedule "A").

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 16-05-863 are hereby repealed.

Passed this 18th day of May, 2016.


MAYOR Hal Johnson


CAO/CLERK Christine FitzSimons

LANDOWNERS AGREEMENT

Schedule "A" to By-Law 16-05-863

MEMORANDUM OF UNDERSTANDING

Agreement made in duplicate this 18th day of May, 2016.

BETWEEN:

The Corporation of the Township of Whitewater Region (Hereinafter referred to as the "Owner")

OF THE FIRST PART

- And -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE
(hereinafter referred to as "the Ministry")

OF THE SECOND PART

Throughout this Agreement, the term "Parties" mean the Owner, and the Ministry

WHEREAS the Ministry is to undertake groundwater monitoring activities (hereinafter called the "Works" described in Schedule "B" attached) through the Provincial Groundwater Monitoring Network on lands owned by the Owner, being (Township of Whitewater Region), at the following location:

The road allowance area of Malcolm Street in Beachburg (eastern side close to the property boundary of the Beachburg Public School)

in the Province of Ontario (hereinafter called the "Lands").

AND WHEREAS the Owner and the Ministry agree to the activities as outlined in Schedule "B";

NOW THEREFORE the Owner and the Ministry agree as follows:

TERM OF AGREEMENT

The Parties agree:

That this Agreement shall remain in force from the date of signing and may be discontinued by a Party or the Parties 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 Parties.

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

PROVISIONS FOR CANCELLATION

The Parties agree:

That this Agreement may be cancelled unilaterally by either Party 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 OBLIGATIONS

1. The Owner grants to the Ministry, permission to enter upon the Lands for Works as outlined in Schedule 'B' attached to this agreement.

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2. The Owner agrees not to remove, destroy or alter, in any way, the Works equipment without prior consultation and approval of the Ministry.
3. If there is any noticeable visible damage, accidental or otherwise, to the Works, the Owner will immediately notify the Ministry.
4. The Owner, in the absence of negligence, hereby remises, releases and forever discharges the Ministry from all claims and demands for injuries, including death, loss, damages and costs in any way related or connected with the Works.
5. Upon termination by the Ministry or Owner and without extension of this agreement, and upon removal of the monitoring equipment by the Ministry, the Owner shall re-assume the responsibility for maintenance and abandonment of the well in accordance with the Ontario Water Resources Act and Regulation 903.

MINISTRY OBLIGATIONS

1. The Ministry shall perform the work as outlined in Schedule "B" with due diligence and care and in keeping with the expertise expected from it.
2. The Ministry will make a reasonable attempt to notify landowner before entering the Lands for Works.
3. During the life of the program, Ministry shall maintain the well and the installed equipment well in accordance with the Ontario Water Resources Act and Regulation 903.
4. Upon termination and without extension of this agreement, the Ministry agrees to remove and retain possession of the existing equipment installed through the Works.
5. Upon request by the Owner, the Ministry shall deliver to the Owner the water quantity and/or water quality data collected from the Owner's well by the Ministry for the life of this agreement.
6. Should the Ministry become aware of water quality concerns, such as water sample analytical results from the program that are above the Ontario Drinking Water Objectives (ODWO), during the term of the program, the Ministry agrees to provide the owner with written notification of said results.
7. The Ministry reserves the right to use the information generated by this program for the management and protection of the province's water resources and human health. All data shall be subject to disclosure as required under provincial legislation.

INSURANCE AND INDEMNITY

- i) During the entire term of this Agreement, the Ministry agrees to obtain and keep in force a general public liability insurance policy in at least the amount of one million dollars (\$1,000,000.00) of lawful money of Canada, that protects the Ministry and the employees of the Ministry 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 Ministry or any employee or employees of the Ministry.
- ii) The Ministry 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 Ministry or any employee(s) or subcontractors of the Ministry in connection with the performance of this Agreement.
- iii) The Ministry 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 Ministry or any employee(s) or subcontractors of the Ministry in connection with the performance of this Agreement.

OCCUPATIONAL HAZARDS

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- i) The Ministry shall take special note on site of inherent occupational hazards, if any. The Ministry 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 Health and Safety Act of Ontario.
- ii) The Ministry shall at all times have available a competent supervisor who is authorized to act on the Ministry's behalf, and who is to ensure that the work and services are properly and safely carried out.

COMPLY WITH THE LAWS

The Ministry 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 Ministry agree that the provisions of Schedule "B" 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

LANDOWNER

Witness as to execution

Per: _____
Hal Johnson
Hal Johnson, Mayor

Christine FitzSimons
Christine FitzSimons, CAO

MINISTRY

Witness as to execution

Per: _____

Name and title