

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-42

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE GRAND RIVER CONSERVATION AUTHORITY. (Well Monitoring Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the Grand River Conservation Authority, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

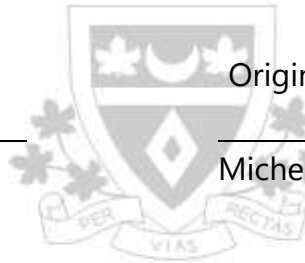
READ a first, second and third time and finally passed this 14th day of May, 2026.

Original signed by:

Lisa Post, Warden

Original signed by:

Michelle Dunne, Clerk



For a complete copy of the agreement, please contact the Clerk's Division.

THIS AGREEMENT made this 21st day of April, 2026.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN

together herein called "Owner",

OF THE FIRST PART

- and -

THE GRAND RIVER CONSERVATION AUTHORITY

herein called "Authority",

OF THE SECOND PART

WHEREAS:

1. The Owner is the registered owner of the lands described herein under Schedule "A", and as amended from time to time (herein called "the Lands").
2. The Owner (in response to a request from the Authority) has agreed, subject to and upon the terms herein contained, to grant to the Authority a non-exclusive licence for reasonable access to the Lands for the purpose of drilling, installing, maintaining, repairing, removing, operating, monitoring and sampling boreholes and/or monitoring wells (the "**Monitoring Wells**") in/on the Lands to measure water levels and determine the quality of subsurface groundwater associated with the Provincial Groundwater Monitoring Network.

WITNESS that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, The Owner and Authority agree as follows:

1. The Parties hereto acknowledge and confirm the accuracy and truth of the foregoing recitals.
2. All prior agreements, understandings and arrangements with the Authority for Monitoring Wells associated with the Provincial Groundwater Monitoring Network on the Lands, are hereby revoked and replaced in their entirety by this Agreement.

3. **GRANT OF LICENCE**

The Owner hereby grants to the Authority a non-exclusive licence to use the Lands for the purpose of drilling, installing, maintaining, repairing, removing, operating, monitoring and sampling Monitoring Wells in/on the Lands in the locations shown on Schedule "A" or as agreed by the Owner from time to time, to determine the quality and level of subsurface groundwater, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created the Authority and its servants, agents, consultants, contractors and subcontractors and their supplies and equipment shall have reasonable access to the Lands. The licence granted hereby shall be non-exclusive and in common with the rights of the Owner and its invitees and any existing easements to the Lands; provided that neither Owner nor its licensees, easement rights holders or invitees shall be permitted to alter, move, remove or otherwise decommission any Monitoring Wells without the prior written consent of the Authority, not to be unreasonably withheld. Subject to the rights and obligations in this Agreement, Owner shall have the charge, administration, management and right of sale or disposition of the Lands as well as the right to fully use and enjoy the same. Owner is not and will not be under any obligation at any time to maintain the Lands, construct or repair or improve access, or clear snow or other obstructions, to or on the Lands.

4. **OBLIGATIONS OF THE OWNER**

The Owner agrees:

- (a) to negotiate options with the Authority prior to submitting written notice for termination of the Agreement if the Monitoring Wells become a hindrance, which would include, but not be limited to installation of electronic monitoring equipment, conversion to flush mounted casings or relocation; and
- (b) to notify the Authority in the event the Owner plans or intends to sell or otherwise dispose of any of the Lands.

5. **TERM OF AGREEMENT**