

DATE: June 29th, 2020

REPORT NO: PD-076-20

SUBJECT: **Recommendation Report
Ground Water Monitoring Wells for Master Community Plan
Exercise and Need for Agreements with Four Property Owners**

CONTACT: Brian Treble, Director of Planning and Building

OVERVIEW:

- In October of 2019, the consulting Teams of AECOM and Wood were hired to complete the Master Community Plan and all associated environmental analysis for the Smithville Urban Boundary Expansion Project.
- As part of this project, in accordance with the Terms of Reference, Wood and their team are responsible for a complete array of environmental studies, including ground water monitoring.
- The consultants have now chosen where they would like to undertake this monitoring. Attachment 1 shows the property locations of the proposed monitoring wells.
- Staff understand that these wells will be drilled approximately 1.5m deep, will have a casing that is approximately 5cm (2inch) in size, and will extend out of the ground with proper identification to a height of approximately 3 feet.
- This report is written to seek authority to enter into an agreement similar to the one found at attachment 2 with four property owners for monitoring wells MW01, MW02, MW03, and MW05 and to authorize the use of three existing wells in Rock Street Park and finally, to authorize 1 well (MW04) on Township parkland.

RECOMMENDATION

1. That, Report PD-076-20, regarding "Recommendation Report, Ground Water Monitoring Wells for Master Community Plan Project and Need for Agreements with Four Property Owners", dated June 29, 2020, be RECEIVED; and,
2. That, the location of monitoring well MW04 in the vicinity of Anastasia Park be permitted in accordance with the approval of Public Works; and,
3. That, monitoring wells MW01, MW02, MW03, and MW05 are proposed to be situated on private property with the wells being under the ownership of the Township. Therefore, that a by-law be passed to authorize the Mayor and Clerk to enter into an agreement with each property owner for the well location and maintenance. The

agreement will take the form of attachment 3, subject to the approval of Township legal Counsel.

ALIGNMENT TO STRATEGIC PLAN

Theme

- **Community Health and Safety**
- **Strategic, Responsible Growth**

BACKGROUND

The Township of West Lincoln, in conjunction with the Region of Niagara, has commenced an extensive urban boundary analysis in accordance with the requirements of the Provincial Policy Statement, the Place to Grow Plan and Regional policy. These extensive studies are ultimately looking at the future of Smithville and how to grow the town in keeping with the character of Smithville and in such a fashion so as to maintain small town charm while improving transportation linkages and servicing standards.

CURRENT SITUATION

In late October of 2019, the consulting Teams of AECOM and Wood were hired to complete the Master Community Plan and all associated environmental analysis for the Smithville Urban Boundary Expansion Project. As part of this project, in accordance with established Terms of Reference, Wood and their environmental team are responsible for completing a variety of environmental studies, including ground water monitoring.

The consultants have now chosen where they would like to undertake this monitoring. Matrix Solutions Inc. completed a memorandum in May of 2020 which shows the proposed locations to drill the monitoring wells. These are shown on Attachment 1 to this report.

Staff understand that these wells will be drilled approximately 1.5m deep, will have a casing that is approximately 5cm (2inch) in size, and will extend out of the ground with proper identification marking to a height of approximately 3 feet..

This report is written to obtain approval so that the consultants can complete the required ground water monitoring. They have identified locations for ground water monitoring wells and require staff to seek authority to enter into an agreement similar to the one found at attachment 2 with four property owners for monitoring wells MW01, MW02, MW03, and MW05 and to authorize the use of three existing wells in Rock Street Park and finally, to authorize 1 well (MW04) on Township parkland.

FINANCIAL IMPLICATIONS

The wells will become the property of the Township of West Lincoln with possible future maintenance costs or decommissioning costs for the wells. The future of the wells will be determined at the end of the Master Community Plan project. The consultants are currently recommending that we maintain the wells for some time beyond this study.

There may be some costs associated with a yearly maintenance program that will be identified and included in future budget reports, should that be the final outcome. This will be addressed in future reports.

INTER-DEPARTMENTAL COMMENTS

Staff have discussed the proposed well locations with Public Works and Recreation staff (Rock Street Park and Anastasia Parkland area) as well as with each private property owner.

All are on board with the plan subject to Public Works being involved with the proper locates for the well within the parkland.

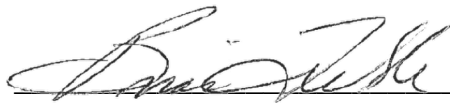
CONCLUSION

This report is written to permit a minimum of eight wells to be used for ground water monitoring purposes. Three existing wells, plus 5 new wells are proposed to be used for monitoring purposes, as outlined in this report. Four wells will be on private property and will require agreements with the respective land owners.

ATTACHMENTS

1. Well map and corresponding memorandum
2. Draft Agreement
3. Draft Authorizing By-law

Prepared by:



Brian Treble, RPP, MCIP
Director of Planning and Building

Approved By:



Beverly Hendry
CAO

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MEMORANDUM

TO: Mr. Brian Treble, MCIP, RPP (Director of Planning and Building, Township of West Lincoln)
Aaron Farrell, M.Eng., P.Eng., CPM (Associate, Wood Environment and Infrastructure)

CC: Gerrit Boerema, MCIP, RPP (Planner II, Township of West Lincoln)
Richard Vandezande, MCIP, RPP (AG Enterprises)
Ron Scheckenberger, M.Eng., P.Eng. (Principal – Water Resources, Wood Environment and Infrastructure)

FROM: Dustin Martin, P.Eng. (Matrix Solutions Inc.)
Bill Blackport, M.Sc., P.Geo. (Blackport and Associates)

SUBJECT: Background information for the drilling and groundwater monitoring program as a part of the Smithville Subwatershed Study and Stormwater Management Plan

DATE: May 7, 2020

The Subwatershed Study and Stormwater Management Plan for the planned expansion of the Community of Smithville currently being undertaken by the study team for the Township of West Lincoln includes a hydrogeological component. The completion of this component requires the drilling and installation of several new monitoring wells for the purposes of collecting geological and groundwater level data in the area. The following properties in the attached satellite images have been identified as potential drilling locations.

The definitions and requirements of Ontario's Ministry of Environment, Conservation and Parks (MECP) Regulation 903 and the Safe Water Drinking Act, 2002, apply for the activities related to the monitoring wells to be installed for this study. For the purposes of these activities the Township of West Lincoln, as the purchaser of the wells, will be designated the owner. As the purchaser of the well, the Town of West Lincoln will assume responsibility for the costs associated with the installation, maintenance and abandonment of the well, and will be listed as the Well Owner on the associated well record. The costs for drilling and installation of up to 5 monitoring wells were included in our revised proposal. The costs maintenance and abandonment of the wells were not included in the proposal submission.

Drilling would commence with the delivery of a track mounted drilling rig by float to the locations in question. Drilling and sampling will be carried out through the overburden soils and the upper 1.5 metres of bedrock. A 2-inch plastic monitoring well will then be installed. To protect the monitoring well a 4 x 5-inch lockable protective well cover will be installed as shown in Figure 1. Dedicated data loggers will be installed in each monitoring well. The consulting team will require periodic access to the well for the duration of the study to download groundwater level data.



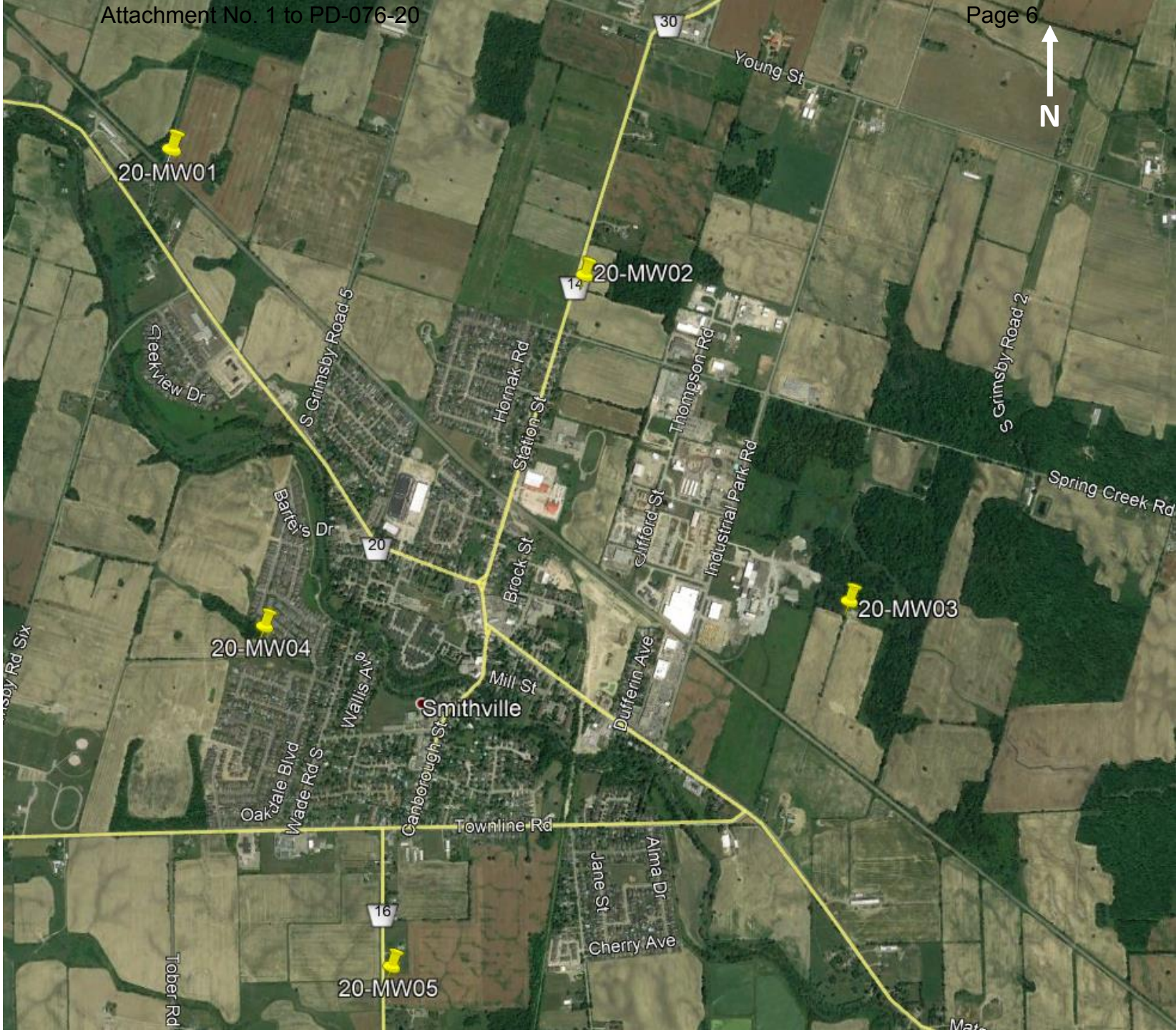
Figure 1 - Example of a stick-up protective casing for a monitoring well

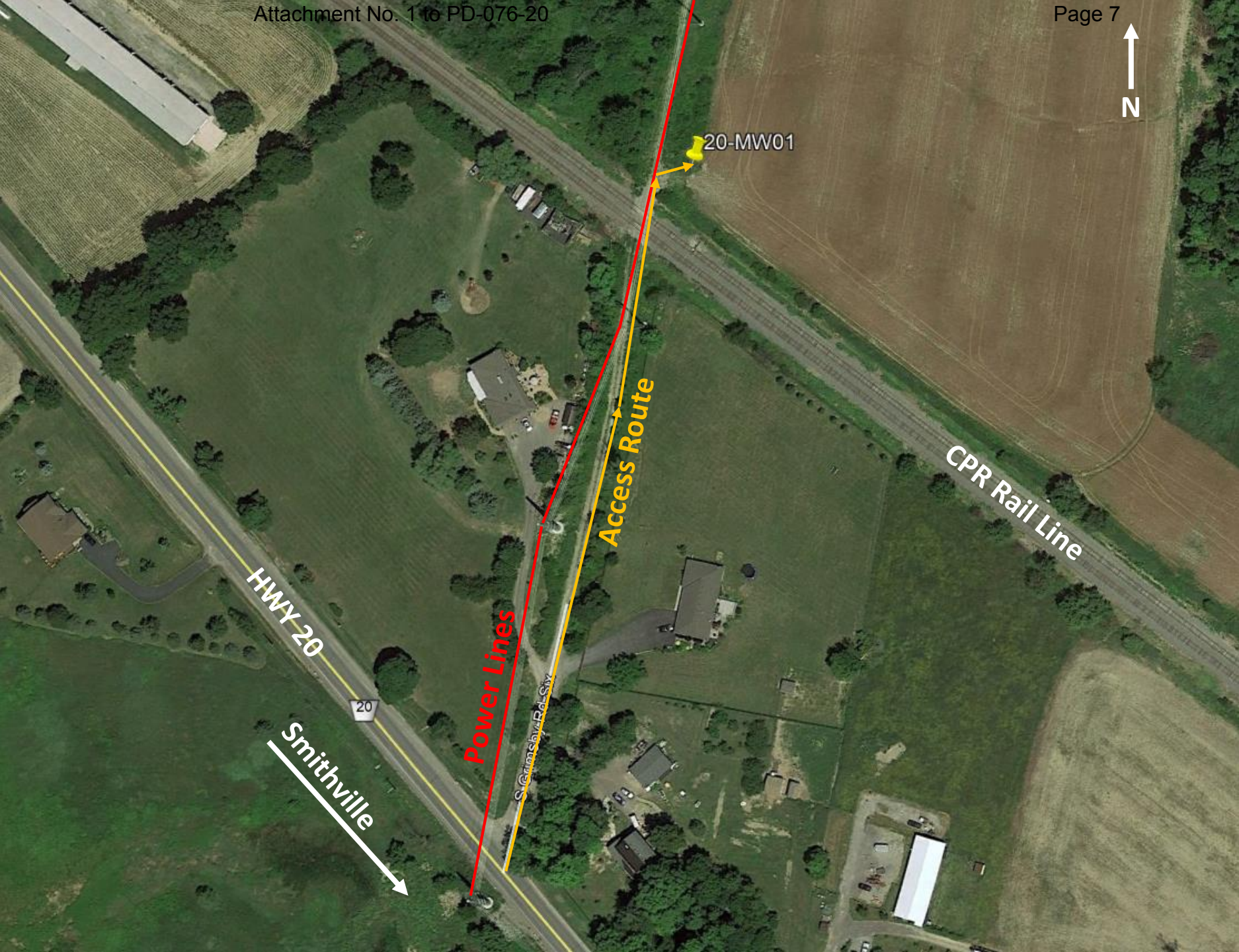
The Township of West Lincoln is expected to obtain permission from the respective landowners for drilling and subsequent access for monitoring. It is currently expected that following the completion of the study the monitoring wells will be maintained or abandoned in accordance with Regulation 903 at the expense of the Town of West Lincoln under separate contract by qualified professionals.

30255 – Smithville Proposed Drilling Locations
2020-05-06



Proposed Drilling Locations



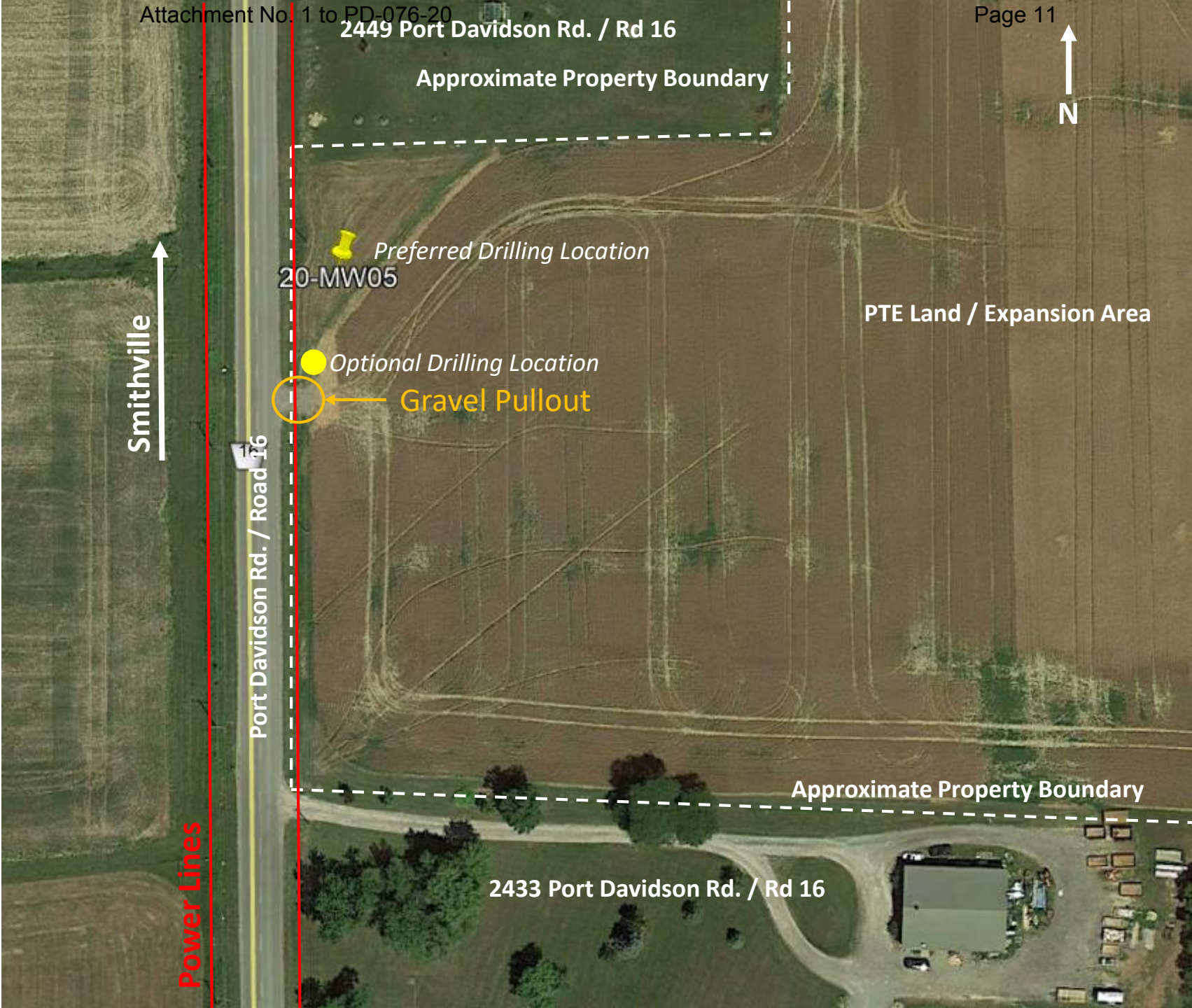






20-MW04





Approximate Property Boundary

Preferred Drilling Location

20-MW05

PTE Land / Expansion Area

Optional Drilling Location

Gravel Pullout

Smithville

Port Davidson Rd. / Road 16

Approximate Property Boundary

2433 Port Davidson Rd. / Rd 16

Power Lines

MONITORING ACCESS AGREEMENT BETWEEN XXX AND YYY

XXX ("X"), owner of the FULL ADDRESS in the City of AAA, (referred to as the "Property"), hereby grants permission to YYY, (the "Governing Body"), and its agents, contractors, consultants ("Consultants") to enter into the Property for the purposes of conducting the Activities defined below, on and subject to the terms and conditions herein.

For purposes of this Agreement "Activities" means installation, maintenance, use, and abandonment of groundwater monitoring wells.

For the purposes of this Agreement, the definitions and requirements of Ontario's Ministry of Environment, Conservation and Parks (MECP) Regulation 903 and the Safe Water Drinking Act, 2002, apply.

"well owner" means the owner of land upon which a well is situated and includes a tenant or lessee of the land and a well purchaser.

"well purchaser" means a person who enters into a contract for the construction of a well with a person who is engaged in the business of constructing wells.

TERM of AGREEMENT

1. **Effective Date.** This Monitoring Well Agreement between XXX and the YYY (the "Agreement") is effective as of _____ (the "Effective Date").
2. **Right to Terminate Agreement.** The XXX and the YYY agree that the XXX and the YYY may terminate this Agreement with respect to an individual Well or with respect to all Wells (a) at any time after the Effective Date of this Agreement by providing written notice to the other party at least one hundred twenty (120) days prior; or (b) at any time by mutual written agreement of the parties. In the event of either such termination of (a) or (b) above (the "Early Termination"), the XXX may request in writing that the YYY properly cap the Well, or the XXX may begin or continue to use the Well if allowed to do so by all applicable laws and regulations, including the rules of the YYY. All equipment belonging to or installed by the YYY at the Wells, if any, shall at all times belong to the YYY and, in the event of Early Termination of this Agreement or expiration of the Term, the XXX shall allow the YYY one hundred twenty (120) days from either the notice of termination or expiration of Term, as applicable, to remove any such equipment from the Wells. Upon any termination, the YYY agrees to restore the site to the condition as of the Effective Date to the extent practicable from any of its activities.
3. **Term of Agreement.** The Agreement shall commence on the Effective Date and terminate upon the expiration of ninety-nine (99) years after the Effective Date unless terminated earlier according to provisions herein (the "Term").
4. XXX hereby grants to YYY a license to install, maintain, and use monitoring well(s) and ancillary equipment (collectively the "Monitoring Wells") on the Property reasonably necessary for the

YYY's Activities. Monitoring Wells installed by the YYY shall be abandoned by the YYY at its sole cost and in accordance with applicable governmental regulations.

5. Any Monitoring Wells installed by the YYY on the Property shall be the property of the YYY and shall be maintained by the YYY at its sole cost.

DESCRIPTION OF MONITORING PROGRAM

6. A monitoring probe may be placed in the Monitoring Wells below the static water level. If so, a cable will run from the probe to the surface. The probe will measure and store water level changes daily. The YYY will download the readings on a periodic basis. The YYY may install equipment at the Monitoring Wells to send the information to the YYY's computer on a "real-time" basis. The YYY may physically measure the water levels in the Well by means of a measuring tape or other equipment suited for that purpose. The YYY may collect water samples from the Monitoring Wells for water quality analysis, and conduct other studies mutually agreeable to the parties which further the knowledge of groundwater conditions in the local area.
7. **Data from Program.** The YYY shall make data gathered from the Monitoring Wells available to the XXX at no cost to the XXX.
8. **Costs of YYY Uses.** The YYY shall pay any and all costs associated with the installation, operation and maintenance of the equipment used in the Program of the YYY or for any YYY Uses.
9. **Regulatory Compliance and Safety.** The YYY, its employees, contractors, and agents agree to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the YYY Activities.
10. **Well Owner Activities.** XXX agrees that if XXX needs to drill a water well, install a septic tank, septic tank drain field, or any other activity that could disrupt the YYY Activities, including groundwater data collection from the Well, XXX shall make diligent effort to avoid unreasonable interference with the Program and YYY Activities. If XXX intends to pull or rework the Monitoring Well or its pump, XXX shall make diligent effort to protect and maintain any equipment installed in the well for monitoring purposes. If XXX intends to engage in any such activities or projects, XXX shall notify the YYY in advance in an effort to minimize any interference with the Program or YYY Activities.
11. XXX shall have the right to require the YYY to relocate the Monitoring Wells at any time to other locations on the Property, if deemed necessary or appropriate by XXX in connection with its use or development of the Property. If XXX requires such relocation, such relocation shall be at the YYY's cost. For the purposes of this Agreement, "relocation of a Monitoring Well" shall mean the abandonment of the existing monitoring well, and the installation of a new monitoring well in a location nearby. Any requirement to relocate Monitoring Wells by XXX shall be acceptable to the ZZZ and other appropriate governmental agencies. XXX shall cooperate with the relocation of

Commented [BB1]: Does not apply for this study but may be used in future applications

Commented [BB2]: Does not apply for this study but may be used in future applications

any of the Monitoring Wells. If XXX requires relocation of any of the Monitoring Wells as so provided, XXX shall provide plans for such relocation to the YYY for approval by the YYY. The YYY shall notify XXX in writing within fifteen (15) business days of receipt of such plans whether it approves or disapproves of such relocation. If the YYY disapproves of the relocation, it shall notify XXX of the reasons for such disapproval. After approval of the plans for relocation by the YYY and XXX, YYY shall submit them to ZZZ or other governmental agencies having jurisdiction. After approval by ZZZ or other governmental agencies having jurisdiction of the plans, the YYY shall perform the relocation work required pursuant to this paragraph.

12. Prior to commencing the Activities on the Property, any Consultants hired by the YYY carrying out the Activities shall have a Site Safety Plan appropriate to installing groundwater Monitoring Wells where the groundwater and associated soil may be contaminated. The Site Safety Plan shall include instructions regarding procedures and contacts in the event of an emergency, as provided to the YYY and the Consultants by XXX.
13. YYY and its Consultants shall use a private utility locator service, in addition to Underground Service Alert, to determine the location of all utility lines prior to commencing any work.
14. Should any monitoring well need to be relocated, YYY or its Consultants shall give XXX eight (8) days' written notice of the date or dates that the Consultants will install the Monitoring Wells. Consultants shall follow all XXX requirements such as badging or placing barricades in installation locations. The YYY and/or its Consultants may enter upon the Property for sampling from the Monitoring Wells upon five (5) days prior written notice to XXX.
15. All work on days other than weekends or XXX holidays shall be performed between the hours of xx:xx a.m. and xx:xx p.m. Local Time.
16. XXX shall have the right to observe any sampling from the Monitoring Wells and obtain duplicate samples at the time the YYY's Consultants perform the sampling, at XXX's expense. If requested by XXX, the YYY shall provide copies of its test results from the sampling within seven (7) days after receipt of same.
17. This right of entry does not include permission to, and YYY and its Consultants are expressly prohibited from, storing soil or groundwater on the Property. All soil and groundwater from sampling shall be removed from the Property upon the date of sampling.
18. Prior to entering onto the Property, (1) YYY shall provide to XXX a certificate that the YYY is self-insured, and (2) YYY's Consultants shall provide to XXX a certificate evidencing commercial general liability insurance in the amount of at least xxx million Dollars (\$x,xxx,xxx.xx) aggregate limit, naming XXX as an additional insured and with cross-liability endorsement. Such insurance shall be primary and not contributory.
19. The term of this Agreement is five (5) years from the Effective Date of this Agreement.

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Commented [BB4]: Does not apply for this study but may be used in future applications

20. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt. Notices shall be addressed as follows:
21. If to XXX: XXX Address, Attn: Xxx Xxx
22. If to YYY: YYY Address, Attn: Yyy Yyy
23. This Agreement may be amended or modified only by a written instrument executed by XXX and the YYY.
24. The YYY entering onto the Property shall indemnify, hold harmless and defend XXX from and against any claims, damages, mechanic's liens, and costs and expenses, including attorneys' fees and court costs, arising out of any injury, death or damage to any person or property resulting from YYY's entry onto the Property and performing the sampling. The YYY and its Consultants shall comply with all applicable laws and ordinances in performing all Activities hereunder.

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**BY-LAW NO. 2020-XX**

A BY-LAW TO AUTHORIZE SEPARATE AGREEMENTS BETWEEN THE CORPORATION EACH OF: RATION OF THE TOWNSHIP OF WEST LINCOLN AND 1734234 ONTARIO INC (MW01), GELANDCO INC. (MW02), EMILY ROSE GRIFFIN, PAUL EDWIN GRIFFIN, PHIL JOHN GRIFFIN, ROSS ANDREW GRIFFIN, RUTH FRANCIS GRIFFIN ESTATE, AND NORA LOUISE GRIFFIN (MW03), AND TEK CORPORATION (MW05) TO COMPLETE THE GROUND WATER MONITORING BEING PART OF THE SUBWATERSHED STUDY (WOOD ENVIRONMENTAL)

WHEREAS the Council of the Corporation of the Township of West Lincoln deems it expedient to authorize an agreement with each of: 1734234 Ontario Inc (MW01), Gelandco Inc. (MW02), Emily Rose Griffin, Paul Edwin Griffin, Phil John Griffin, Ross Andrew Griffin, Ruth Francis Griffin Estate, and Nora Louise Griffin (MW03) and Tek Corporation (MW05) to complete the Ground Water Monitoring program (being part of the Smithville Subwatershed Study, RFP PD-01-19), within the Smithville Urban Boundary Expansion Study area.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

1. That, the Council of the Corporation of the Township of West Lincoln hereby authorizes the entry into an Agreement with each of: 1734234 Ontario Inc (MW01), Gelandco Inc. (MW02), Emily Rose Griffin, Paul Edwin Griffin, Phil John Griffin, Ross Andrew Griffin, Ruth Francis Griffin Estate, and Nora Louise Griffin (MW03) and Tek Corporation (MW05) to complete the Ground Water Monitoring program (being part of the Smithville Subwatershed Study, RFP PD-01-19) within the Smithville Urban Boundary Expansion Study area.
2. That, the Mayor and Clerk be and are hereby authorized to sign each of the above mentioned Agreements and any other document or documents necessary to implement the intent of this By-law and to affix the Corporate Seal thereto.

**READ A FIRST, SECOND AND THIRD
TIME AND FINALLY PASSED THIS
29TH DAY OF JUNE, 2020.**

MAYOR DAVE BYLSMA

JOANNE SCIME, CLERK