

Monitoring Access Agreement

THIS AGREEMENT made in duplicate at this **XX** day of October 2021

BETWEEN:

Township of Brock

(Hereinafter called the "Township")

-and-

Lake Simcoe Region Conservation Authority

(hereinafter called the "Authority")

WHEREAS the Authority wishes to monitor surface water, upon Land(s) owned by the Township, being those Lands described in Schedule "A" attached hereto (hereinafter called "the Land(s)").

AND WHEREAS the Township has agreed to permit the Authority to conduct such monitoring upon the Land(s) including the works and activities described in Schedule "B" attached hereto;

NOW THEREFORE this Agreement witnesses that the parties agree as follows:

1. The Township hereby grants to the Authority, its employees, agents and contractors, permission to enter upon the Land(s), with or without vehicles, from time to time throughout the term of this agreement, for the purpose of conducting environmental monitoring activities as described in Schedule "B", including but not limited to the installation, inspection, repair, replacement, removal or taking readings from any equipment described therein. The term of this agreement shall run from the date October 10, 2021, hereof until October 10, 2022. The parties may negotiate an extension if required.
2. The Authority shall not enter on any other Land(s) except for those described in Schedule "A" for the purpose described in Schedule "B" without prior consultation and written approval of the Township.
3. The Township may terminate this agreement at any time upon giving two (2) months prior notice in writing to the Authority.
4. The Authority shall be at liberty to remove any or all of its equipment or other property from the Land(s) at any time and it agrees to remove any or all of its equipment or other property from the Land(s) upon termination of this Agreement

and leave the Land(s) in good condition.

5. The monitoring equipment is not intended to be used to monitor people, and its only purpose is to record the water conditions. Thus, the trail cameras will be angled in a way to avoid capturing people’s image and the Authority shall delete any photo that may unintentionally record individuals in the lake or in the watercourse.
6. The Township agrees not to remove, destroy, alter or interfere with any equipment or other property of the Authority which may be placed upon the Land(s) per Schedule “B”, without prior consultation and written approval of the Authority.
7. In the absence of any deliberate interference or destruction of the Authority’s equipment by the Township or his agents, or of any reckless act on the part of the Township or his agents causing damage to such property, the Authority agrees to save the Township and his agents harmless from any and all claims for damage to such property.
8. The Authority undertakes to ensure that all contractors and Authority staff are covered by Worker’s Safety Insurance Board while attending on the Land(s) and the Township will not be held responsible at anytime for injuries that may occur while conducting the activities described in Schedule “B”.
9. The parties confirm that Schedules “A” and “B” attached hereto forms part of this Agreement.

IN WITNESS WHEREOF the Corporate parties have hereunto set their respective hands and seals, by the hands of their duly authorized signing officers and the non-corporate parties have hereunto set their hands and seals this _____ day of _____, 2021.

SIGNED, SEALED and DELIVERED
in the presence of

Witness

Witness

)
)
) Township
)
)
)
) Per:
) _____
)
)
) LAKE SIMCOE REGION
) CONSERVATION AUTHORITY
) Per:
) _____
) Chief Administrative Officer/Secretary
) Treasurer
)
)
)
) Per:

SCHEDULE "A"
(The Land(s))

TOWNSHIP	LOT	CONCESSION	MUNICIPAL ADDRESS	ADIP
Property 1	13	8	N/A	213880

SCHEDULE "B"

The proposed works include the placement of 1 timelapse trail camera to monitor discharge conditions at Lake Simcoe. The trail camera will be installed at the location specified on **Figure 1**. This equipment will be located on Property 1 listed in Schedule "A".

This site will be accessed periodically by Authority staff for maintenance and data collection during the time specified in this agreement. The property will be accessed with or without vehicles.



Figure 1. Camera Location