THIS AGREEMENT made in quadruplicate this 6th day of June, 1988. B E T W E E N:

## LAWRENCE THEODORE LUMSDEN JOYCE ELAINE LUMSDEN

hereinafter referred to as the "Owners"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF GRIMSBY, and
THE CORPORATION OF THE TOWN OF LINCOLN, and
THE CORPORATION OF THE TOWN OF PELHAM, and
THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
hereinafter referred to as the "Municipalities"

OF THE SECOND PART

#### WHEREAS:

- (1) The parties of the first part are the Owners of lands within the Township of West Lincoln, in the Regional Municipality of Niagara, described in Schedule "A" attached hereto, hereinafter referred to as "the said lands";
- (2) The Municipalities are presently carrying out studies pursuant to the Environmental Assessment Act with respect to the disposal of waste within the four municipalities;
- (3) The said studies have identified lands within the Township of West Lincoln, including the said lands, as the preferred site for the location of a waste disposal site;
- (4) The said studies are ongoing and not yet complete;
- (5) It is anticipated that the environmental assessment, which will result from the said studies, will not be submitted to the Minister of the Environment for some months;
- (6) It is not known whether a hearing with respect to the environmental assessment will be required pursuant to the provisions of the Environmental Assessment Act;
- (7) As a result of the above circumstances it is uncertain as to whether the Municipalities will acquire the said lands or when the Municipalities may acquire the said lands;
- (8) The uncertainty created by the circumstances described above has created a hardship situation where the Owners need to sell their property quickly for health reasons, but are unable to do so at fair market value. This situation has been verified by a medical doctor and has been accepted by the Municipalities and by the Ontario Ministry of the Environment;
- (9) As a result of the hardship, the Owners have initiated the transfer of the said lands, and the Owners and the Municipalities have achieved an agreement, the terms of which are herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Owners agree to sell and the Municipalities or any one of them as they may determine, agree to purchase the said lands and premises described in Schedule "A" attached hereto at a purchase price of NINETY-NINE THOUSAND (\$99,000.00) DOLLARS, upon the following terms and conditions.

#### PURCHASE PRICE

- 1. The purchase price described above is the average of two appraisals, the first prepared by Barry B. Humphreys & Associates Inc. dated November 20, 1987, the second prepared by Chambers & Company Limited dated November 18, 1987, and is subject to the usual adjustments and subject to adjustment as hereinafter described.
- 2. In addition to the usual adjustments, the amount to be paid on closing shall be adjusted to account for any increase in fair market value, by having the above appraisals updated to reflect the value as of May 31, 1990 by the same two appraisers, at the expense of the Municipalities, and the valuations obtained thereby averaged in the same manner as in paragraph 1 above.
- 3. The parties agree that all existing fixtures are included in the purchase price except those listed in Schedule "B" attached hereto.

#### RIGHT OF ENTRY

4. Once this Agreement is executed by all parties and Section 16 is satisfied, the Owners hereby grant to the Municipalities, their servants, agents, contractors and employees the right to enter upon the said lands, during the currency of this Agreement, for the purpose of testing the suitability of the said lands for a waste disposal site. The tests to be carried out, the approximate location at which the testing will be carried out and the conditions under which they will be carried out are described in Schedule "C" hereto. It is understood that Schedule "C" represents initial testing requirements and that additional testing locations and test sites may be required. If required, the Municipalities may add up to six (6) additional testing locations in addition to those shown on Schedule "C", so long as none of the additional locations is closer to the Owner's home than any of the locations already identified on Schedule "C". The Owners shall be given ten (10) days notice in writing of any such additional requirements and shall be consulted before the final location of any such additional locations are finally determined by the Municipalities.

All persons entering onto the Owners' lands for the first time for the purpose of testing the suitability of the lands for a landfill site shall, prior to commencing their work, introduce and identify themselves to the Owners, explain the nature of the work that they will be carrying out and provide an estimate of when their work will be completed. The Municipalities agree to keep the Owners reasonably informed about such matters.

4A. The Municipalities agree that once they exercise this right of entry for testing purposes, as described in paragraph 4 and Schedule "C", even for one (1) day, they are unconditionally and irrevocably and independently agreeing that, if the Municipalities, or any of them acquire any one or more of Parts 1, 2 and 3 on Plan 30R-5223 for the purpose of a waste disposal site, whether acquisition eventually takes place as contemplated by this Agreement, or by any other agreement or according to the provisions of the Expropriations Act, the Municipalities or any of them as they may agree shall acquire all of Parts 1, 2 and 3 on Plan 30R-5223.

It is agreed and understood that this paragraph 4A shall be a firm and binding, independent and severable agreement that is not conditional on any other event or on any other part of this Agreement and continues and cannot be terminated by the Municipalities, even if the rest of this Agreement is in other respects terminated by the Municipalities or the Owners, or otherwise comes to an end. Neither shall this independent agreement be deemed to be terminated by the Owners, either implicitly or by them exercising any other rights of termination under this Agreement. This independent agreement can be terminated by the Owners only by explicit reference to this paragraph (paragraph 4A.) of this Agreement in a written notice of termination to the Municipalities.

- It is agreed and understood that the intent of this provision is that regardless of what may happen under this Agreement or outside of this Agreement that none of the Brysons, Lumsdens nor Thompsons shall have to remain in proximity to a waste disposal site that may be established on any part of Parts 1, 2, or 3 of Plan 30R-5223, unless they subsequently choose to remain.
- 5. The Municipalities shall indemnify and save harmless the Owners from any actions, causes of action, claims, damages, costs, or injury caused by or resulting from any testing described in paragraph 4 and Schedule "C" or from any testing or construction authorized by paragraph 28.
- On the Municipalities or any of them receiving the Ontario Municipal Board approvals referred to in paragraph 25. However, in the event that any of the conditions in paragraph 25 are not fully satisfied within 6 months of the date that this Agreement is executed by all parties, the Owners shall have the right, at anytime thereafter until the conditions in paragraph 25 are fully satisfied, to suspend the rights granted to the Municipalities under paragraph 4. The Owners agree that, if they are satisfied that the Municipalities have taken all necessary steps in a timely fashion and any delay in satisfying the conditions in paragraph 25 is not caused by the Municipalities, the Owners will not exercise their rights of suspension under this paragraph. It is understood that should the Owners suspend those rights, that any monitoring devices or equipment that have been installed on the said lands may remain in place, undisturbed, but that no access may be had to them for monitoring or for any other purpose, and any data generated by the on-site devices after that date shall be the exclusive property of the Owners until such time as the conditions in paragraph 25 are fully satisfied, at which time the Municipalities shall again have the full rights of access contemplated by paragraph 4 and any and all data generated during the intervening time shall become the exclusive property of the Municipalities. The Owners' rights of suspension under this clause shall not be exercised without 10 days written notice to the Municipalities. In the event that any of the conditions in paragraph 25 are not fully satisfied prior to May 31, 1990, the Owners may, on 10 days written notice to the Municipalities to the Municipalities to restore the lands in the manner outlined in Section 9.

#### CLOSING

- 7. The purchase shall be completed on August 31, 1990 (the closing date) and vacant possession shall be given to the Municipalities on or before August 31, 1991. The date at which vacant possession is to be given to the Municipalities (the date of vacant possession) shall be at the discretion of the Owners provided that they shall give the Municipalities written notice THIRTY (30) DAYS in advance of that date, failing which the date shall be August 31, 1991.
- 8. Should the Board of Management of the Joint Board comprised of the Municipalities of the Town of Lincoln, the Town of Grimsby, the Town of Pelham and the Township of West Lincoln, and all of the constituent municipalities of the Board of Management determine that the said lands are not suitable for a waste disposal site and determine to abandon all attempts to seek approvals permitting the said lands to be used as a waste disposal site and so notify the Owners in writing, the Municipalities shall have the right to terminate this Agreement at any time prior to May 31, 1990. Should the Municipalities terminate this Agreement, they shall ensure that all test holes are filled in accordance with normal practice and that any piping or other equipment within one meter below ground level is removed and that the land and premises are restored to the condition in which they were found at the commencement of testing.
- 9. The Municipalities shall not call for the production of any title deed, abstract, survey or other evidence of title to the

property except such as are in the possession or control of the Owners. The Owners agree that, if requested by the Municipalities, they will deliver any sketch or survey of the property in their possession or within their control to the Municipalities as soon as possible. 10. Provided that the title to the property is good and free of all encumbrances except for any registered restrictions or covenants that run with the land providing that such are complied with.

- 11. All buildings on the property and all other things being purchased shall be and remain until the closing date at the risk of the Owners. Pending the closing date, the Owners shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear. After the closing date, and prior to vacant possession being given to the Municipalities, the Municipalities shall be responsible for all insurance and taxes.
- 12. Rents, taxes, local improvements and assessment rates shall be apportioned and allowed to the closing date, the day itself to be apportioned to the Municipalities. Utility rates and heating costs to be apportioned and allowed to the date of vacant possession.
- 13. The Deed or Transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared by and completed by the Municipalities, be prepared in registrable form by the Owners.
- 14. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Owners and by the Municipalities or by their respective solicitors who may be specifically authorized in that regard.
- Any tender of documents or money hereunder may be made upon the Owners or the Municipalities or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company, Province of Ontario Savings Office or credit union.

#### COMPENSATION

- The Municipalities shall pay to the Owners, upon the execution of this Agreement, by all parties their legal costs incurred in the negotiation of this Agreement to a maximum of FIVE THOUSAND (\$5,000) DOLLARS.
- On the closing of the purchase the Municipalities shall pay to the Vendors:
- The purchase price as described in paragraphs 1 and 2 above, as fair market value for the property, except for the sum of (i) TEN THOUSAND (\$10,000.00) DOLLARS which shall be paid to the Owners on the date of vacant possession, without interest;
- All legal and other necessary costs incurred by the Owners (ii)on the sale;
- Five percent (5%) of the market value of the part of the said lands that is used by the Owners for residential (iii) purposes to compensate for inconvenience and the cost of finding another residence in accordance with Section 18(1)(a) of the Expropriations Act; and,
- All reasonable relocation costs including but not limited to (iv)moving costs, legal and survey costs and other nonrecoverable expenditures incurred in acquiring another property of equal value such as Land Transfer Tax and all Land Registry fees, mortgage and mortgage appraisal fees and such other necessary expenses in accordance with the provisions of the Expropriations Act and cases decided thereunder.
- Any sums referred to in paragraph 17, clauses (ii), (iii), and (iv) which are not determined or determinable as of the closing of this purchase shall be paid to the Owners by the Municipalities forthwith after documentation and submission of these amounts by the Owners to and acceptance by the Municipalities. Moving and survey

costs shall be determined by the Municipalities specifying two different suppliers which would be acceptable to them and the Owners obtaining written estimates from these suppliers. The lower of the two estimates shall be deemed to be reasonable for the purposes of this Agreement. All legal costs referenced in paragraph 17 shall be deemed to be reasonable if they are in accordance with the Tariff amounts suggested by the Wellington County Law Association. In the event that agreement cannot be reached, on any of items referred to in paragraph 17, clauses (ii), (iii) and (iv), it is agreed that the dispute shall be settled by the Ontario Municipal Board, the costs of any such proceeding to be determined by the Board.

- 19. After this Agreement is executed by all parties, the Owners shall not in any way oppose or assist anyone in opposing applications by the Joint Board of Management or one or more of the constituent municipalities of the Board of Management seeking all approvals necessary in the acquisition and creation of a waste disposal site on the lands known as Parts 1, 2, 3, and 4, Plan 30R-5223, including any official plan amendments, zoning by-law amendments and stopping up and closing of the unopened road allowance known as Part 4, Plan 30R-5223. In the event that the Owners exercise their rights in paragraph 6 to suspend or terminate the rights granted to the Municipalities under paragraph 4, this paragraph shall not apply during the period of suspension, or after the date of termination of those rights.
- 20. After this Agreement becomes unconditional, and may no longer be terminated by the Municipalities, the Owners shall not in any way oppose or assist anyone in opposing applications by the Joint Board of Management or any of its constitute municipalities seeking any approvals necessary in the acquisition and creation of a waste disposal site on Parts 1, 2, 3 and 4, Plan 30R-5223 or on any other lands in any of the four Municipalities.
- 21. The Owners shall not enter into any other agreement of sale or lease with respect to the said lands without the written approval of the Municipalities. Notwithstanding the above, the Owners shall have the right to enter into a lease of the said lands or a part thereof, on a year to year basis, provided that such leases shall terminate on or before December 31, 1990, and provided the same are subject to the Municipalities' rights of access for testing purposes. The Municipalities shall be responsible for any damage occasioned to the property, including damage to crops upon the said lands, resulting from the testing described in paragraph 4 and Schedule "C" attached hereto.

#### GENERAL

- 22. This Agreement shall not be assignable.
- 23. This Agreement is conditional upon the Municipalities obtaining agreements to purchase land upon the terms herein contained executed by Stephen Thompson and Marilynn Thompson, Lawrence Theodore Lumsden and Joyce Elaine Lumsden and Nicki Allison Bryson and Paul Bryson.
- 24. The Owners warrant that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, 1986 unless the Owner's spouse has executed the consent hereinafter provided.
- 25. This Agreement, except for paragraphs 4 and 5 as set out in paragraph 6, and except for paragraph 4A. and 16, is conditional upon the Municipalities obtaining such approvals as are necessary from the Ontario Municipal Board under:
- i) Section 64 of the Ontario Municipal Board Act, R.S.O. 1980, c.347; and,
- ii) Section 210, par. 84 of the Municipal Act, R.S.O. 1980, c.302.

The Municipalities undertake to make application for the above approvals expeditiously and in good faith and to notify the owners as soon as possible of the results of those applications.

The Owners agree that they will not oppose the Municipalities' applications for these approvals and, if they are specifically requested to do so by the Municipalities, will make written or oral representations to the Ontario Municipal Board in support of these applications. It is understood that should the Owners incur any costs in this regard, those costs will be borne by the Municipalities. If the Municipalities determine to arrange their affairs so that such approvals are not necessary and so notify the owners in writing, this condition shall be deemed to be satisfied. In the event that the conditions in this paragraph are not satisfied prior to May 31, 1990, the Owners may terminate this Agreement. The Owners' right of termination under this clause shall not be exercised without 10 days written notice to the Municipalities.

- 26. This Agreement shall constitute the entire agreement between the Owners and the Municipalities and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing.
- 27. This Agreement shall be read with all changes of gender or number required by the context.
- 28. After the date of closing, August 31, 1990, the Municipalities shall have unlimited access to the lands, except those areas described below, for the purpose of testing. After December 31, 1990 the Municipalities shall have unlimited access to the lands, except those areas described below, for the purpose of testing and, subject to all necessary approvals being received, for the purpose of construction of the landfill site, except for the depositing of waste. Access under this paragraph shall not include access to the area of the owners' home and the lands within seventy-five (75) metres of the home.

DATED AT Grassie this 6 day of June SIGNED, SEARED AND DELIVERED in the presence of THE CORPORATION OF THE TOWN OF GRIMSBY Per: MAYOR TOWN ADMINISTRATOR THE CORPORATION OF THE TOWN OF LINCOLN a Per: THE CORPORATION OF THE TOWN OF PELHAM Per: MAJOIZ CLERK THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN **ALL**ARD COLYN Per: MAYOR **CORPORATION OF** THE TOWNSHIP OF

WEST LINCOLN

ADMINISTATOR

Roemin



## **Schedule**

Form 5 — Land Registration Reform Act, 1984

Page			

Additional Property Identifier(s) and/or Other Information

Part Lot 6, Concession 7, formerly in the Township of South Grimsby now in the Township of West Lincoln, Regional Municipality of Niagara also known as Part 3, Reference Plan 30R-5223.

FIOR OFFICE 3



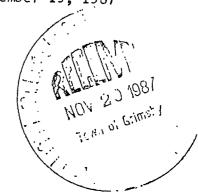
# morrison beatty limited consulting engineers and hydrogeologists

4500 dixle road, unit 12a, mississauga, ontario L4W 1V7 (416-824-9308)

November 19, 1987

Mr. R. LeRoux, P.Eng. Town of Grimsby 160 Livingston Avenue P.O. Box 159 Grimsby, Ontario L3M 4G3

Dear Mr. LeRoux:



re: Access Needs at the
Niagara Road #12 Site
Environmental Assessment Waste Management
Our File No. 278-854

In order to carry out the hydrogeologic test drilling and monitoring at the Niagara Road #12 site, we require the following land easements:

- 1. Access to the entire site for one year to complete test drilling and install observation wells. As suggested by Mr. T. Richardson in his November 9, 1987 letter, we do not require access to the homes or any farm buildings.
- 2. Access to the observation wells and any stream or wetland will be required for the following two years to allow for routine monitoring. The exact areas will be determined during the drilling program.
- 3. Access to on-site private wells (if they are presently accessible) to obtain water levels would be beneficial. If obtained, access would be required for the three year period.

We will attempt to locate the wells where they will not hinder farming operations.

Yours very truly, MORRISON BEATTY LIMITED

NJR/1f

Nancy J. Renhie, B.E.S. Environmental Geomorphologist

(f)

#### WORK PROGRAM

#### A. FIELD STUDIES

## 1. Drilling and Well Instrumentation

The preliminary study involved test drilling to bedrock at five locations and the installation of one overburden well at each location. Each observation well was installed in the overburden at the bedrock contact. The attached site map shows the locations of the existing wells. All test drilling took place on the western half of the proposed site.

The following drilling and instrumentation is required:

#### Five Existing Locations

- a) installation of five shallow (3-4 m) water table wells.
- b) installation of bedrock wells at two depths (1.5 m and 5 m below bedrock contact); one bedrock core will be recovered for detailed logging.

#### Four New Locations

- a) continuously sampling of the overburden. The attached site plan shows the proposed locations. The final borehole locations depend on conditions imposed by the property owners.
- b) the installation of at least four observation wells at each location.
  - shallow water table well (3-4 m)

  - observation well in other significant units found during drilling
  - observation well 1.5 m below bedrock contact (approx. 13 m)
  - observation well 5 m below bedrock contact (approx. 16.5 m)

- the four new soil cores will be sealed and stored for logging and for use at public meetings and hearings.
- samples of each overburden unit will be analyzed for grain-size. distribution.
- wells will be made of 50 mm PVC flush-joint pipe with machine-slotted 50 mm PVC screen.
- the borehole annulus of wells within the proposed landfill area will be grouted back to surface for easy future sealing.

#### 2. Test Pits

- test pits will be dug at four locations (approved by the property owners) to identify the weathered zone of the clay.
- one standpipe will be installed in each test pit as they are backfilled; the standpipes will help to define the water table contours.

#### Field Testing

#### i) Aquifer Performance Test

This test will define the aquifer conditions and the potential impact of the proposed landfill on the aquifer. Tests on a pumping well will enable us to develop design criteria for contingency systems (i.e., containment wells).

- the pumping well will be 10 cm in diameter, drilled to a depth of 10 m below the bedrock surface (or to a lower confining formation, if less than 10 m).
- the well will be installed in a location agreed to by the landowners and where the observation well nests can be used to monitor drawdown during the pumping test.
- a 24-hour pumping test will be conducted on the test well (at rates up to 3 L/s).
- the drawdown and recovery in nearby bedrock and overburden wells will be monitored.

- domestic wells within 500 m of the well will also be monitored if access is granted to our field staff.
- water samples will be collected four times during the 24-hour test for field checks of pH, conductivity, hardness and chlorides; a sample will be collected for laboratory tests at the end of the test.
  - Note: 1. We have assumed that the four municipalities will make arrangements to obtain geodetic elevations for each of the observation wells.
    - We have also assumed that access to conduct the drilling, install observation wells, dig test pits and carry out all field tests on the site will be obtained by the four municipalities.

#### ii) Field Hydraulic Conductivity Tests

These tests will give the potential rate of horizontal leachate movement in the overburden and bedrock. This is used to determine if the site is suitable for landfill.

 these tests will be done in the field at 2-3 selected wells in the weathered zone, the massive silt till and in any other unit found at this site.

### iii) Laboratory Hydraulic Conductivity Tests

- undisturbed samples of the massive silt till will be obtainedduring the drilling program using Shelby tube samplers.
- the laboratory tests on these samples will give the vertical hydraulic conductivity of the silt till.

## iv) Hater Level Monitoring

We require water level monitoring at all wells to show changes in groundwater flow patterns and to establish vertical and horizontal groundwater gradients. Predictions of leachate movement from the proposed landfill are made from this data. Proctor & Redfern Limited require the water table levels for their landfill design.

 water levels will be taken every month for a 12-month period (the final report may be completed before all data is collected; however, it will be required at the hearing).

## v) Well Development

Observation wells require development to remove any "foreign" water (either surface water or drilling water) which may have been introduced during drilling and installation. All new and existing wells will be developed prior to sampling.

- overburden wells will be developed by bailing and surging with hand-bailer
- bedrock wells will be developed by positive displacement using an

## vi) Groundwater Sampling

Sampling of groundwater from overburden and bedrock wells for chemical analyses will establish "background" quality. This will help assess impacts from the future landfill.

We require two sets of sampling data to confirm the results and be confident in the reported concentrations.

- water samples from all wells will be tested in the field using field meters and Hach kits for:
  - electrical conductance
  - pH
  - chloride
- selected wells from each geologic unit (weathered zone, massive silt till, granular material at bedrock contact and bedrock) will be sampled and the water tested in a private laboratory for:
  - general parameters (pH, conductivity and hardness)
  - ionic balance
  - metal scan
  - bulk organics (COD, TOC, DOC, phenols)

#### vi) Surface Drainage Study

The surface drainage at the site must be mapped and measured to find the seasonal flow patterns. Seasonal changes in water quality must be known to establish baseline conditions. This is needed to predict impacts on local surface water resources.

- surface water monitoring stations will be established on any watercourse entering or leaving the proposed site
- water samples and streamflow estimates will be obtained at the stations on a monthly basis
- the upstream and downstream water samples will be analyzed at a private laboratory for several indicators (i.e., pH, conductivity, BOD5, chloride, and phenols). This will establish background conditions for the stream prior to landfilling.

## 4. Well Inventories

## i) Private Well Inventory

An inventory of private wells filed with the MoE, within 2 km of the site was done during the Phase II Study. A house-to-house survey of private wells in the vicinity of the site is now needed.

- homes on all property abutting or on the site will be included in the inventory; data will be gathered on well type, depth, water use and quality
- water levels and well depths will be measured if the wells are accessible

## ii) Municipal Well Inventory

- an inventory of municipal wells on file with the MoE within 5  $\mbox{km}$  of the site will be completed

