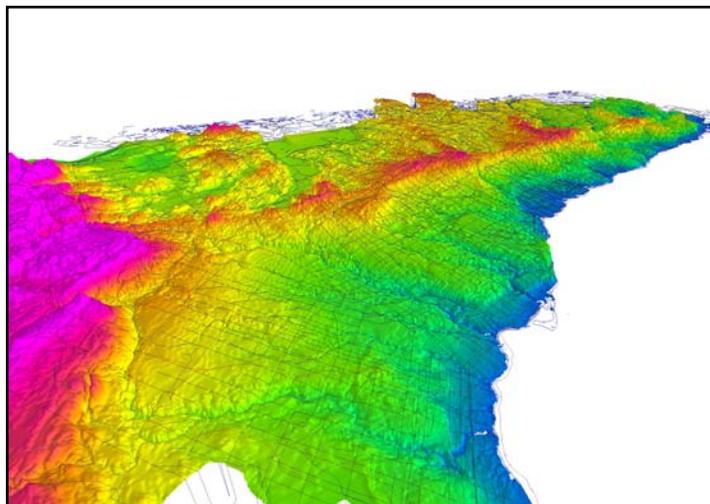


CAMC/YPDT Report #01-2008
York-Peel-Durham-Toronto (YPDT)
Conservation Authorities Moraine Coalition (CAMC)
Groundwater Management Study

MEMORANDUM OF UNDERSTANDING FOR THE COLLECTION, MAINTENANCE, AND DISTRIBUTION OF GROUNDWATER DATA AND INFORMATION

Final Draft – March 9, 2009
2nd Draft - September 16, 2008
1st Draft – April 25 2008





Credit Valley Conservation
Nottawasaga Valley Conservation
Toronto and Region Conservation
Lake Simcoe Region Conservation
Central Lake Ontario Conservation
Kawartha Conservation
Ganaraska Region Conservation
Otonabee Conservation
Lower Trent Conservation

FORWARD

The York Peel Durham Toronto (YPDT) Groundwater Management Study, initiated in 1999, is being carried out under the umbrella of the Conservation Authorities Moraine Coalition (CAMC). The project reflects the interests of nine Conservation Authorities and four municipalities that are working together to better understand groundwater issues across the Greater Toronto Area.

An important theme of the YPDT initiative is that the major technical components assembled for the project, specifically: i) the database; ii) the hydrogeological interpretation; and iii) the numerical groundwater flow model have been designed as a comprehensive groundwater analysis system, and further, that each of the component parts is to be refined and updated on a continual basis. It is the goal of the partnered agencies that the project be maintained as a long term initiative in order to continually build on the early development work that has now largely been completed.

The Memorandum of Understanding that forms Report CAMC/YPDT #01-2008 reflects the outcome of a multi-year process that was initiated through the YPDT-CAMC Technical Steering Committee and culminated with the dedicated work of a legal team from the Regional Municipalities of Peel (David Beck), York (Sean Love) and Durham (Cindy Boyd). The Memorandum of Understanding reflects the commitment of the Partner Agencies to, as much as possible, share the Data and Information that has been developed through the YPDT-CAMC Program.

A handwritten signature in blue ink, appearing to read "S. Holysh".

Steve Holysh
Groundwater Program Manager
sholysh@trca.on.ca
416-661-6600 x5588

A handwritten signature in blue ink, appearing to read "Rick Gerber".

Rick Gerber
Groundwater Program Manager
rgerber@trca.on.ca;
416-661-6600 x5589

**YORK PEEL DURHAM TORONTO (YPDT) AND
CONSERVATION AUTHORITIES MORAINÉ COALITION (CAMC)
GROUNDWATER MANAGEMENT PROGRAM**

**MEMORANDUM OF UNDERSTANDING
FOR THE COLLECTION, MAINTENANCE, AND
DISTRIBUTION OF GROUNDWATER DATA AND INFORMATION**

AGREED TO this 8 day of NOV, 2009.

BETWEEN:

CITY OF TORONTO

THE REGIONAL MUNICIPALITY OF DURHAM

THE REGIONAL MUNICIPALITY OF PEEL

THE REGIONAL MUNICIPALITY OF YORK

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

CREDIT VALLEY CONSERVATION AUTHORITY

GANARASKA REGION CONSERVATION AUTHORITY

KAWARTHA CONSERVATION AUTHORITY

LAKE SIMCOE REGION CONSERVATION AUTHORITY

LOWER TRENT CONSERVATION AUTHORITY

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

OTONABEE REGION CONSERVATION AUTHORITY

TORONTO AND REGION CONSERVATION AUTHORITY

BACKGROUND:

- A. In the late 1990's, the Toronto and Region Conservation Authority was instrumental in initiating discussions with staff of The Regional Municipality of Peel and The Regional Municipality of York on groundwater management issues. Similarly, in 1999 the Central Lake Ontario Conservation Authority initiated discussions with The Regional Municipality of Durham to create a consistent approach to groundwater research across municipal and watershed boundaries, and proposed the establishment of partnerships with conservation authorities, municipalities and provincial agencies. The ensuing discussions resulted in a partnership between the three regional municipalities, the City of Toronto, and six conservation authorities to undertake a Groundwater Management Strategy Study.
- B. In a parallel process, the Regional Municipalities of Durham, Peel, and York, in partnership with the City of Toronto and the Conservation Authorities Moraine Coalition, began to address public concerns about the protection of the Oak Ridges Moraine, as well as the growing public interest in the protection of water resources in general.
- C. These two initiatives were brought together when the Conservation Authorities Moraine Coalition agreed to retain a project manager under its direction to move the York-Peel-Durham-Toronto Groundwater Management Study into Phase 2.
- D. In light of the achievements of the York-Peel-Durham-Toronto Groundwater Management Strategy during the past several years, which have demonstrated the success of multi-agency collaboration in the collection, analysis and sharing of Data and Information about groundwater management, the City of Toronto, pursuant to its powers of a natural person under section 7 of the *City of Toronto Act, 2006*, S.O. 2006. c. 11, Sch. A, as amended, and The Regional Municipalities of Durham, Peel, and York, pursuant to their powers of a natural person under section 9 of the *Municipal Act, 2001*, S.O. 2000, c. 25, as amended, the said municipalities have agreed to continue the initiative as a long-term sustained program with the conservation authorities which are partners in the Conservation Authorities Moraine Coalition, and as a joint undertaking among themselves pursuant to section 16 of the said *City of Toronto Act, 2006*, and section 20 of the said *Municipal Act, 2001*. The conservation authorities which are partners in the Conservation Authorities Moraine Coalition, pursuant to their powers under section 21 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, as amended, have also agreed to continue the initiative as a long-term sustained program with the said municipalities.

THEREFORE the parties to this Memorandum of Understanding agree as follows:

1.1

1. DEFINITIONS AND SCHEDULES

1.1 Definitions

In this Memorandum of Understanding, unless the context requires otherwise,

- (a) **“CAMC”** means an informal association composed of Conservation Authorities under the name of the Conservation Authorities Moraine Coalition;
- (b) **“CLOCA”** means the Central Lake Ontario Conservation Authority;
- (c) **“Conservation Authority”** means Central Lake Ontario Conservation Authority, Credit Valley Conservation Authority, Ganaraska Region Conservation Authority, Kawartha Conservation Authority, Lake Simcoe Region Conservation Authority, Lower Trent Conservation Authority, Nottawasaga Valley Conservation Authority, Otonabee Region Conservation Authority, Toronto and Region Conservation Authority;
- (d) **“Data”** means: i) a collected measurement (e.g. water levels, geology, pumping rates, etc.) pertaining to an individual location (well, climate, stream flow); or ii) digitized scanned hydrogeological related reports that contain relevant water related Data and interpretation;
- (e) **“Database”** means the accumulated body of Data and Information collected by Partner Agencies, as well as geological and hydrogeological maps constructed from the Data points by CAMC staff or consultants to the program and deposited in electronic format in a central location administered and maintained by CAMC staff under the oversight of TRCA and CLOCA in accordance with the YPDT-CAMC initiative;
- (f) **“Data and Information Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 3 to this Memorandum of Understanding;
- (g) **“Executive Steering Committee”** means the group of individuals who from time to time hold the positions responsible for the operation of water supply and distribution systems in each Municipality, and the chief administrative officers, or individuals who hold positions having similar responsibilities, of each Conservation Authority, and includes the authorized designates of such individuals;
- (h) **“Information”** means interpretations of the Data in the Database or other Data including without Limitations, numerical model files and/or results, reports or maps prepared by Partner Agencies, CAMC staff or consultants to the program;
- (i) **“Municipality”** means the City of Toronto, The Regional Municipality of Durham, The Regional Municipality of Peel, and The Regional Municipality of York;
- (j) **“Partner Agency”** means a Conservation Authority or a Municipality;
- (k) **“TRCA”** means the Toronto and Region Conservation Authority;
- (l) **“YPDT/CAMC”** means the Conservation Authorities and Municipalities working together as an informal association in furtherance of the YPDT-CAMC Groundwater Management Program.

- (m) “**YPDT/CAMC Program**” means the overall collective program as carried out by CAMC staff on behalf of the Partner Agencies.

1.2 Schedules

The following Schedules are attached to and form part of this Memorandum of Understanding:

Schedule 1 - Accessibility Index Document

Schedule 2 - Municipalities’ and Conservation Authorities’ Business Addresses, Fax Numbers, Designated Contact Person or Position

Schedule 3 - Data and Information Sharing Agreement

2. PROGRAM DESCRIPTION

The YPDT/CAMC Program is a joint undertaking by the Conservation Authorities and the Municipalities for the purpose of providing a multi-agency, collaborative approach to collecting, analyzing and disseminating water resource Data and Information as a basis for effective stewardship and management of water resources within the areas of jurisdiction of the Conservation Authorities and the territorial boundaries of the Municipalities participating in the program.

Primary Objectives

The primary objectives of the YPDT-CAMC program are to:

- (a) maintain an up to date hydrogeological analysis system, comprised of: i) a Database; ii) a 3-D digital geological representation; and iii) a groundwater flow model, that can be used by any Partner Agency to address issues related to water management.
- (b) develop consistency in water management approaches at the Partner Agencies.
- (c) coordinate water management approaches and techniques across the boundaries of the Partner Agencies;
- (d) liaise with the provincial and federal governments for the purposes of:
 - a. incorporating relevant datasets into the YPDT/CAMC Program (and signing any agreements on behalf of the Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
 - b. working with provincial and federal agencies to seek agreement for widespread distribution and use of provincial and federal Data and Information sets beyond the Partner Agencies;
 - c. promoting the overall water management approach to the upper levels of government; and

d. seeking additional sources of funding for the YPDT-CAMC Program.

3. COLLECTION OF DATA

- 3.1** Each Partner Agency will collect water related Data in accordance with its requirements as determined by its responsible officers and/or management personnel, subject to the policies and/or direction of the Council of the Municipality or of the Conservation Authority, as the case may be. A Partner Agency is not obligated to collect any type of Data or Information by virtue of agreeing to participate in the YPDT-CAMC Program or by agreeing to act in accordance with this Memorandum of Understanding.
- 3.2** The YPDT-CAMC Program may establish non-binding protocols for the collection of Data for the purpose of providing organization and formatting standards which will permit the convenient and effective incorporation and utilization of high quality Data by the Partnered Agencies. Such protocols could be wide ranging, including addressing the issues of: coordination of Data collection efforts by the Partner Agencies; technical requirements for measurement and testing activities; and procedures for adding new Data to the Database. In addition, specific projects could be proposed to deal with such matters as the coordination of funding for specific Data collection initiatives.

4. DEPOSIT OF DATA

- 4.1** Each Partner Agency will deposit Data which it has collected into the Database (or make it available to YPDT-CAMC staff for incorporation into the Database) within a reasonable time after the Data has been collected and compiled by the Partner Agency in a readily accessible and understandable manner and format, and has been reviewed by its responsible officers and/or management personnel.
- 4.2** Notwithstanding section 4.1, a Partner Agency is not obligated by this Memorandum of Understanding to deposit any Data into the Database. For example, if the Partner Agency in its absolute discretion is of the opinion that specific categories or items of Data include "personal information", as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, or information of a general nature which the Partner Agency may refuse to disclose in accordance with sections 6, 7, 8, 9, 10, 11, 12, 13, or 15 of the said Act, the Partner Agency may determine not to contribute the Data to the Database.

5. MAINTENANCE OF DATA

- 5.1** CAMC staff, under the oversight of TRCA and CLOCA will act as the custodian of the Database. The responsibilities of the custodian will include without Limitation:
- Coordination with Partner Agencies for the deposit of new Data into the Database;
 - Provision of a high quality of oversight with respect to the quality of the Data being deposited into the Database, to ensure that the Data is within a

reasonable range of results, in accordance with generally accepted standards of hydrogeological analysis;

- Acquisition and incorporation into the Database of new Data from any relevant source, which could include historical consultant reports, universities, the Government of Canada, the Government of Ontario or of another province or territory in Canada, the government of a foreign country or state, or from an agency of any such government or any international organization of states or a body of such an organization;
- Incorporation of Data into the Database in a manner which will facilitate fast and convenient access by Partner Agencies;
- Development and maintenance of a metadata process to track the origin and quality of Data in the Database;
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient functioning of the Database;
- Development, construction and maintenance of a secure website where fast and convenient access to the Database is available to Partner Agencies;
- Provision of an updated Database to Partner Agencies on a regular schedule with an interval of one year as the proposed target;
- Any other responsibilities relating to the program as approved by the Executive Steering Committee and agreed to by the TRCA and CLOCA.

6. INTERPRETATION OF DATA

6.1 CAMC staff, in cooperation and collaboration with Partner Agency staff, will interpret Data (or retain consultants to interpret Data) from the Database to derive Information. Interpretation will largely be in the form of digital geological and hydrogeological maps, numerical modelling results, as well as reports. Each Partner Agency, either independently or with the participation of consultants, may also interpret Data from the Database to derive information.

7. MAINTENANCE OF INFORMATION

CAMC staff, under the oversight of TRCA and CLOCA, will be the custodian of the Information. The responsibilities of the custodian will include without Limitation:

- Provision of an updated suite of interpreted maps to Partner Agencies on a regular schedule with an interval of one year as the proposed target;
- Coordination with Partner Agencies for the incorporation of changes and new interpretations into the information sets;

- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient interpretation and distribution of the information;
- Maintenance of a publicly available website that discusses the project and where fast and convenient access to the Information is available to Partner Agencies through a passworded web portal

8. DISTRIBUTION OF DATA

- 8.1** Each Partner Agency shall have access to Data for locations within its boundaries or area of jurisdiction, plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, except where the Partner Agency which has deposited Data into the Database has imposed restrictions on access to its Data by other Partner Agencies.
- 8.2** Notwithstanding section 8.1, each Partner Agency shall have access to Data for locations which are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project which is located in whole or in part within the boundaries or the area of jurisdiction of another Partner Agency, unless the Partner Agency which has deposited Data into the Database has imposed restrictions on access to its Data by other Partner Agencies.
- 8.3** Each Partner Agency may use any Data which it has accessed from the Database for any purpose which the Partner Agency in its absolute discretion sees fit except where the Partner Agency which has deposited the Data into the Database has imposed restrictions upon the purposes for which the Data may be used by other Agencies.
- 8.4** Provided that a Data and Information Sharing Agreement has been signed, each Partner Agency may disclose any Data which it has accessed from the Database to any person as the Partner Agency in its absolute discretion sees fit, except where the Partner Agency which has deposited the Data has imposed restrictions upon the disclosure of specific categories or items of Data or upon the purposes for which Data may be disclosed.
- 8.5** Each Partner Agency shall ensure that any person who requests access to Data agrees to provide any Data which the person collects about locations, within the area to which the Data which is disclosed relates, back to the Partner Agency for incorporation into the Database.
- 8.6** Within the boundaries of the Municipalities Data and Information Sharing Agreements shall be administered and executed by the Municipality to whom a request for access to Data is made.

- 8.7** Subject to any agreement between a Partner Agency and the Province of Ontario or the Government of Canada, or agencies thereof the Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, as much of the Data collected under the YPDT-CAMC Program as possible.
- 8.8** Nothing in this Memorandum of Understanding requires a Partner Agency which has accessed Data from the YPDT/CAMC Program to disclose any categories or items of Data to any person, if the Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 8.9** Nothing in this Memorandum of Understanding restricts the ability of a Partner Agency to disclose Data which it has deposited to the YPDT/CAMC Program to any person upon such terms and conditions as the Partner Agency considers appropriate.
- 8.10** Nothing in this Memorandum of Understanding restricts the obligation of a Partner Agency to disclose any category or item of Data as required by law.

9. DISTRIBUTION OF INFORMATION

- 9.1** Each Partner Agency shall have access to Information for locations within its boundaries or area of jurisdiction plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind.
- 9.2** Notwithstanding section 8.1, each Partner Agency shall have access to Information for locations which are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project which is located in whole or in part within the boundaries or the area of jurisdiction of another Partner Agency, unless the Partner Agency which has deposited Information into the Database has imposed restrictions on access to its Information by other Partner Agencies
- 9.3** Each Partner Agency may use any Information for the area within its area of jurisdiction which it has obtained from the YPDT/CAMC Program for any purpose which the Partner Agency in its absolute discretion sees fit.
- 9.4** Provided that a Data and Information Sharing Agreement has been signed, each Partner Agency may disclose any Information relating to locations within its boundaries which it has obtained from the YPDT/CAMC Program to any person as the Partner Agency in its absolute discretion sees fit.
- 9.5** Within the boundaries of the Municipalities, Data and Information Sharing agreements shall be administered and executed by the Municipality to whom a request for the disclosure of Information is made.

- 9.6** The Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, the Information compiled under the YPDT/CAMC Program.
- 9.7** Nothing in this Memorandum of Understanding requires a Partner Agency which has obtained Information from the Program to disclose said Information to any person, if the Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 9.8** Nothing in this Memorandum of Understanding restricts the ability of a Partner Agency to disclose Information which it has deposited to the program to any person upon such terms and conditions as the Partner Agency considers appropriate.
- 9.9** Nothing in this Memorandum of Understanding restricts the obligation of a Partner Agency to disclose any category or item of Information as required by law.

10. LIABILITY AND INSURANCE

Each of the Partner Agencies during the term of this Memorandum of Understanding shall maintain in force adequate policies of comprehensive general liability insurance in an amount of not less \$1,000,000 per occurrence, in respect of any claims or causes of action which may arise as a result of the Partner Agency's participation in the YPDT/CAMC Program.

11. TERM, AMENDMENTS, TERMINATION

- 11.1** This Memorandum of Understanding comes into effect on the date when it has been executed by all of the Partner Agencies. The Memorandum of Understanding will continue in effect until December 31, 2010, and may be extended for successive additional periods of not more than five years by the written agreement of the Partner Agencies, upon the same terms and conditions as those set out in this Memorandum of Understanding.
- 11.2** Each Partner Agency agrees that it is making a commitment to participating in the program in accordance with the provisions of this Memorandum of Understanding. A Partner Agency may withdraw from the program by giving not less than six months notice in writing to each of the other Partner Agencies at the addresses and to the designated contact persons or positions set out in Schedule 2.

12. GENERAL

12.1 Notice

Any notice made or given under this MOU shall be in writing and may be delivered to other Partner Agencies by prepaid registered mail, at the addresses set out in Schedule 2, or at such other addresses as to the other Partner Agencies may designate from time to time in writing. The notice will be deemed to have been received on the day following three clear business days after the day of mailing in the absence of any strike or other interruption in postal service.

12.2 Interpretation

- (a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.
- (b) This MOU sets out the fundamental elements of the understanding among the Partner Agencies concerning the administration and operation of the YPDT/CAMC Program.

12.3 Non-Enforceable Obligations

The provisions of MOU are not intended to create obligations which are capable of being enforced before a court of law by one Partner Agency against another Partner Agency.

12.4 Applicable Laws

The Partner Agencies shall comply with all applicable laws in carrying out their activities relating to the YPDT/CAMC Program.

12.5 Intellectual Property

If the TRCA or CLOCA, their officers, directors, employees, contractors or agents create any Intellectual Property in the course of carrying out their responsibilities under this Memorandum of Understanding, the Partner Agencies shall be deemed to be the owners of such Property in equal shares, in the absence of any agreement among the Partner Agencies which provides otherwise.

12.6 No Agency

Nothing in this MOU is to be construed as authorizing any one of the Partner Agencies to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Partner Agencies.

12.7 Additional Documents and Actions

The parties agree to execute and deliver such further documents or do such other things as the reasonably may be required from time to time by the Executive Steering Committee to give effect to this MOU. The Partner Agencies agree to work together in a spirit of co-operation to make the YPDT/CAMC Program work as effectively as possible.

12.8 No Assignment

The rights and responsibilities of a Partner Agency under this Memorandum of Agreement may not be assigned to any other person.

12.9 Counterparts

This MOU may be executed in two or more counterparts that together shall constitute one and the same MOU. This MOU shall not be binding upon any Partner Agency until it has been executed by all of the Partner Agencies and has been delivered to all Partner Agencies at the addresses set out in Schedule 2.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding under the hands of their respective officers duly authorized on their behalf.

CITY OF TORONTO

By: 

By: _____

Name: **Leo Di Girolamo**
(General Manager, Toronto Water)

Name:
Title:

Title:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF DURHAM

By: 

By: 

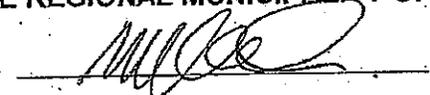
Name: **ROGER ANDERSON, REGIONAL CHAIR AND CEO**

Name: **P.M. MADILL, REGIONAL CLERK**

Title:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF PEEL

By: 

By: _____

Name: **MARK SCHILLER**

Name:
Title:

Title: **DIRECTOR, WATER DIVISION**

KAWARTHA CONSERVATION AUTHORITY

By: [Signature]

By: [Signature]

Name: WANDA STEPHEN

Name: MARK MAJCHROWSKI

Title: ACTING CAO

Title: DIRECTOR, WATERSHED MANAGEMENT

I/We have authority to bind the corporation

LAKE SIMCOE REGION CONSERVATION AUTHORITY

By: [Signature]

By: _____

Name: D. GAYLE WOOD

Name:

Title: CHIEF ADMINISTRATIVE OFFICER

Title:

I/We have authority to bind the corporation

LOWER TRENT REGION CONSERVATION AUTHORITY

By: [Signature]

By: _____

Name: JIM KELLEHER

Name:

Title: CHIEF ADMINISTRATIVE OFFICER

Title:

I/We have authority to bind the corporation

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

By: [Signature]

By: [Signature]

Name:

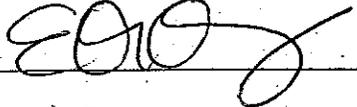
Name:

Title:

Title:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF YORK

By:  By: _____

Name: E. M. Matthey Name: _____

Title: Commissioner
Environmental Services Title: _____

I/We have authority to bind the corporation

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

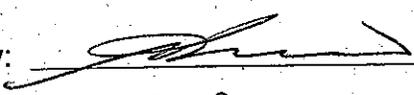
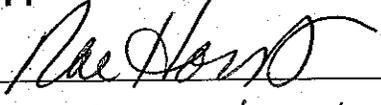
By:  By: _____

Name: Russ Powell Name: _____

Title: Chief Administrative
Officer Title: _____

I/We have authority to bind the corporation

CREDIT VALLEY CONSERVATION AUTHORITY

By:  By: 

Name: G. P. Robin Name: Rae Horst

Title: Director, Corporate Services Title: CAO CVC

I/We have authority to bind the corporation

GANARASKA REGION CONSERVATION AUTHORITY

By:  By: 

Name: Brian Fallis Name: Linda Laliberte

Title: Chair Title: CAO/Secretary-Treasurer

I/We have authority to bind the corporation

OTONABEE REGION CONSERVATION AUTHORITY

By: Ron Mullen

By: [Signature]

Name: RON MULLEN

Name: RICHARD D. HUNTER

Title: CHAIR

Title: CAO

I/We have authority to bind the corporation

TORONTO AND REGION CONSERVATION AUTHORITY

By: Brian Denney

By: _____

Name: BRIAN DENNEY

Name:

Title: CAO

Title:

I/We have authority to bind the corporation

Schedule 1

YPDT/CAMC GROUNDWATER MANAGEMENT PROGRAM

Accessibility of Data and Information

DATA

The body of the memorandum of understanding addresses the issue of Partner Agencies accessing the database – essentially all Partner Agencies have unlimited access to the data that lies within their jurisdictional area plus a buffer of about 5 kilometers. It also addresses issues related to sharing the database externally with consultants and members of the public at large.

If a particular Agency wants to keep information which has been deposited into the database confidential for its own Agency use, the database has been structured with confidentiality coding built at two levels: the location level and the interval level. The original concept when established was that either the entire location could be restricted from other Agencies, or the temporal data associated with that location (e.g. water chemistry, pumping rates, etc. could be restricted. In the latter case, the geology and construction of a particular borehole would be available to others.

The original conceptualization of the confidentiality coding was:

Location Confidentiality

- 1 = location is fully accessible – there is no restriction on accessing the location (this is the default code)
- 2 = location is accessible only to all public Partner Agencies – if a cut of the database is provided to consultants working for private entities or to the public these locations would be withheld
- 3 = location is accessible only to those Partner Agencies that have jurisdiction in the area of the location (i.e. one municipality and one conservation authority)
- 4 = location is accessible only to the Partner Agency that deposited the location to the database

Interval Confidentiality

- 1 = temporal data is fully accessible – there is no restriction on accessing the temporal data (this is the default code)
- 2 = temporal data is accessible only to all public Partner Agencies – if the database is cut and provided to consultants working for private entities or to the public the temporal data tied to the intervals would be withheld
- 3 = temporal data is accessible only to those Partner Agencies that have jurisdiction in the area of the location (i.e. one municipality and one conservation authority)
- 4 = temporal data is accessible to only the Partner Agency that deposited the data to the database

Additional codes could be developed if there was sufficient interest from the Partner Agencies. If the database was to be made accessible over a website then the accessibility coding outlined above would have to be made to work with the Agency passwords for accessing the website itself.

INFORMATION

With respect to the information derived from data within the database, again each Partner Agency has access to the geological and hydrogeological surfaces and model input and output layers across their entire jurisdictional area plus a buffer. In recent years the program has been circulating informational surfaces across the entire program area so that each Agency has the opportunity to place their area into the regional context. This would continue unless there was direction from the Partner Agencies to alter the practice.

Schedule 2

Municipalities' and Conservation Authorities' Business Addresses, Fax Numbers, Designated Contact Person or Position

City of Toronto
Contact: Mr William Snodgrass; Ph: 416-392-9746
Metro Hall, Stn. 1180, 18th Floor
55 John Street
Toronto Ontario
M5V 3C6

Regional Municipality of York
Contact: Ms. Wendy Kemp; Ph: 877-464-9675 x5141
17250 Yonge Street
Newmarket, Ontario
L3Y 6Z1

Regional Municipality of Peel
Contact: Mr. Rodney Bouchard; Ph: 905-791-7800 x 7922
10 Peel Centre Drive
Brampton, Ontario
L6T 4B9

Regional Municipality of Durham
Contact: Ms. Beata Golas; Ph: 800-372-1103 x3447
605 Rossland Rd. E.
Whitby Ontario
L1N 6A3

Toronto and Region Conservation Authority
Contact: Mr. Don Ford; Ph: 416-661-6600 x5369
5 Shoreham Drive
Downsview, Ontario
M3N 1S4

Credit Valley Conservation
Contact: Mr. Dan Banks; Ph: 905-670-1615
1255 Old Derry Road
Mississauga, Ontario
L5N 6R4

Nottawasaga Conservation Authority
Contact: Mr. Ryan Post; Ph: 705-424-1479
8195 Concession 8
Utopia, Ontario
L0M 1T0

Lake Simcoe Region Conservation Authority
Contact: Mr. Don Goodyear; Ph: 905-895-1281
Box 282, 120 Bayview Parkway
Newmarket, Ontario
L3Y 4X1

Kawartha Conservation
Contact: Mark Majchrowski; Ph: 705-328-2271
RR#1, 277 Kenrei Park Road
Lindsay, Ontario
K9V 4R1

Otonabee Region Conservation Authority
Contact: Mr. Dick Hunter; Ph: 705-745-5791
250 Milroy Drive
Peterborough, Ontario
K9H 7M9

Lower Trent Region Conservation Authority
Contact: Mr. Jim Kelleher; Ph: 613-394-4829
RR#1, 714 Murray Street,
Trenton, Ontario
K8V 5P4

Ganaraska Region Conservation Authority
Contact: Mr. Magdi Widaatalla; Ph: 905-885-8173
Box328
Port Hope, Ontario
L1A 3W4

Central Lake Ontario Conservation Authority
Contact: Gayle Soo Chan; Ph: 905-579-0411
100 Whiting Ave.
Oshawa, Ontario

SCHEDULE 3

YPDT/CAMC GROUNDWATER MANAGEMENT PROGRAM

DATA AND INFORMATION SHARING AGREEMENT

This Agreement dated _____ day of _____, 2009

Between:

(insert name of Municipality to which request for access to data and information is made by consultants or members of the public, .i.e, The Regional Municipality of Durham, Peel, or York, or the City of Toronto)

(The "Region", or, "The City")

and

(The "User")

SECTION A: DATA AND/OR INFORMATION REQUESTED

Insert the text of the request here. Or provide a short description of the Data or Information requested and attach the request for Data or Information as an Appendix to the Agreement.

SECTION B: USE OF THE DATA

Describe the purpose of the request here, unless the text of the request, inserted above, clearly states the purpose, or make reference to the request for data or information which has been attached to the Appendix.

SECTION C: DISCLAIMER

The following disclaimer applies to the disclosure of the Data and/or Information requested. While efforts are made to ensure that the Data and/or Information supplied in response to the request is accurate and up-to-date:

- i) neither the Region/City and partner Conservation Authorities nor any of their employees or officers shall be liable for any damages, or suffer any loss arising from any errors or inaccuracies therein, or from any misuse, misinterpretation or

misapplication thereof by the User, whether due to the negligence of such employees or officers or otherwise; and

- ii) the said Data and/or Information is made available to the User solely on condition that the User and the User's heirs, executors, administrators, successors and assigns assume full responsibility for any risk associated with the use or misuse thereof, and agree to indemnify and hold harmless the Region/City and partner Conservation Authorities and their employees and officers from any and all damages or losses whether arising directly or indirectly from the disclosure of the data and information, including all damages and losses of the type described in clause (i) above.

SECTION D: CONDITIONS

The following conditions apply to the release of Data and Information:

- i) The Region/City must be acknowledged as the agency from which the Data and/or Information was obtained in any reports prepared by the User for any person, or in any publications of any kind;
- ii) The User will bring to the attention of the Region/City, preferably via the YPDT-CAMC staff, any errors detected in the Data and/or Information;
- iii) The Data and/or Information described in Section A will be used exclusively for the purpose described in Section B and any other use of the data and/or information shall be subject to the written permission of the Region/City;
- iv) The User will not disclose, in digital or any other form, the Data and/or Information to third parties without the explicit written permission of the Region/City;
- v) The Region/City hereby gives the User explicit written permission to share the data and/or information, as required, with the Ministry of the Environment of the Province of Ontario;
- vi) The User shall supply back to the YPDT-CAMC program (either directly or via the Region/City) any newly collected geological or hydrological Data and/or Information acquired during the course of the project. This will be used to improve upon the interpretation of the geology or groundwater flow system in the vicinity of the project. Ideally this should be in digital database format.
- vii) The User acknowledges and agrees that the collection, use and disclosure of the Data and/or Information provided by the Region shall be governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. c. M.56, as amended, including but not limited to section 10 thereof;
- viii) The Data and/or Information will remain the property of the Region/City or of the person or government or other agency which has collected, organized, analyzed, and interpreted the Data and/or Information, as the case may be, and all intellectual

property rights in such data and/or information remain vested in that person, government, or agency;

- ix) In the event the User undergoes a change in either ownership or organization, this agreement will become null and void and all Data and/or Information provided shall be immediately returned to the Region/City.

I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:

NAME: _____ POSITION: _____

FIRM: _____

SIGNATURE: _____ DATE: _____

As Witnessed By:

NAME: _____ POSITION: _____

FIRM: _____

SIGNATURE: _____ DATE: _____