

CONTRACTUAL AND DEFAULT AGREEMENT

FOR

COMMUNAL SEWAGE SYSTEM

This agreement made in duplicate this _____ day of _____, 20____,

B E T W E E N:

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the 'County'

- AND -

LYONS DELYN INC.

hereinafter called the "Owner"

WHEREAS the Owner has established an 85-unit recreational trailer park known municipally as 296 West Quarter Townline Road (hereinafter "Lyons Shady Acres") on property being part of Lot 18, Concession 8, designated as Part 1, Plan 2R-3720 being all of PIN 32007-0031, geographic Township of Burford;

AND WHEREAS the County may, pursuant to the Provincial Policy Statements issued under the Planning Act, R.S.O. 1990, as amended, provide direction for the use of a Communal Sewage System and the potential for said system to be assumed by a Municipality;

AND WHEREAS the Owner and the County intended to enter into an Agreement providing for the Communal Sewage System servicing Lyons Shady Acres to be taken over by the County if certain predetermined events/functions occur and/or are not adhered to;

AND WHEREAS the Owner constructed the Communal Sewage System prior to entering into such an Agreement;

AND WHEREAS the Owner and the County are now desirous of entering into an Agreement that will provide for the constructed Communal Sewage System servicing Lyons Shady Acres to be taken over by the County if certain predetermined events/functions occur and/or are not adhered to;

AND WHEREAS it is the desire of the Owner and the County to permit the Communal Sewage System to be owned and operated on a private basis for as long as possible and for the system to be taken over by the County only if necessary;

AND WHEREAS the Owner warrants that it is the legal owner of the Lands;

AND WHEREAS the Owner is to prepare a Contingency Plan to ensure that at all times the communal sewage system and related equipment and appurtenances are properly operated and maintained.

NOW THEREFORE THIS AGREEMENT WITNESSED THAT IN CONSIDERATION OF THE PREMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

In this Agreement, the parties hereto agree that the following definitions shall prevail;

- 1.1 “CHIEF BUILDING OFFICIAL” means the Building Official, or his/her delegated, employed by the County and/or any successor Municipality thereto;
- 1.2 “CONSULTING ENGINEER” means an Engineer retained and employed (or any subconsultant employed by the Engineer) that is retained by the Owner with respect to the design, installation, construction, operation, maintenance and monitoring of the Communal Sewage System;
- 1.3 “COMMUNAL SEWAGE SYSTEM” means the system particularly described in Schedule “1” to this Agreement which was designed, constructed, installed by the Consulting Engineer and which shall be maintained pursuant to the terms of this Agreement. The said system is shown in more detail on Schedule “4” to this Agreement, the Communal Sewage System may be referred to hereinafter as the “System”;
- 1.4 “COUNTY” means The Corporation of the County of Brant or any successor Municipal Government and includes employees and/or officials that have been delegated responsibility to act on behalf of the said Municipality pursuant to the provisions of this Agreement.
- 1.5 “ENVIRONMENTAL PROTECTION ACT” means the Environmental Protection Act, R.S.O. 1990, as amended;
- 1.6 “LANDS” means those lands and premises of the Owner located on the east side of West Quarter Townline Road and known municipally as 296 West Quarter Townline Road, being part of Lot 18, Concession 8, designated as Part 1, Plan 2R-3720; S/T A408170 being all of PIN 32007-0031, in the geographic Township of Burford, as more particularly described in the Schedule “2” to this Agreement;
- 1.7 “LOCAL IMPROVEMENT ACT” means the local Improvement Act, R.S.O. 1990, as amended;
- 1.8 “MEDICAL OFFICER OF HEALTH” means the Medical Officer of Health of the Brant County Health Unit;
- 1.9 “MECP” means the Ministry of the Environment, Conservation and Parks of the Province of Ontario or any other agency designated by Ministry to act on its behalf;
- 1.10 “MUNICIPAL ACT” means the Municipal Act, 2001, as amended;
- 1.11 “OWNER” shall include the registered Owner or Owners in fee simple, from time to time, of the lands described in Section 1 of this Agreement and/or their respective heirs, executors, administrators and assigns and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership or an incorporated company, and wherever the singular is issued herein, it shall be construed as including the plural.
- 1.12 “ONTARIO WATER RESOURCES ACT” means the Ontario Water Resources Act, R.S.O. 1990, as amended;
- 1.13 “PLANNING ACT” means the Ontario Planning Act, R.S.O. 1990, as amended;
- 1.14 “SECURITY” means the liquid instruments, including but not limited to cash, and Irrevocable Letters of Credit, required by the County to be posted by the Owner to secure construction of the Communal Sewage System and their maintenance in accordance with the terms and conditions of this Agreement;
- 1.15 “UNACCEPTABLE PARAMETERS” shall mean the results of testing of various parameters of the effluent disposal system, which do not meet the standards

established by the MECP as set out in the Certificate of Approval and/or the Water Quality Objectives of the Province of Ontario.

ARTICLE 2 – CONSTRUCTION OF COMMUNAL SEWAGE SYSTEM

- 2.1 The Owner covenants and agrees that it is the registered and beneficial owner of the Lands.
- 2.2 The Owner covenants and agrees that it has at its own expense designed, constructed and installed the Communal Sewage System in, over, along and upon the Lands to the satisfaction of the MECP and the County.
- 2.3 The Owner covenants and agrees that the Owner has prepared, entirely at its own cost, all plans, specifications, profiles, contours and other engineering material, drawings and data required in the opinion of the MECP and the County to implement this Agreement and the same has been submitted to the said Ministry and County for approval. Such plans were prepared by a qualified professional engineer licensed in the Province of Ontario to the satisfaction of the Ministry and the County. The Communal Sewage System was designed to reduce nitrates at discharge to a level less than 10 mg/L so that operational variances can be accounted for without exceeding this figure. The Owner has ensured that all such plans satisfy all government regulations including, but not limited to, the MECP Design Guidelines For Sewage Treatment Systems, and that all such plans were prepared in accordance with sound engineering and construction standards and practices applicable to the Communal Sewage System of a kind in nature as set out in this Agreement.
- 2.4 The Owner covenants and agrees that the Owner complied with all laws regulating the design, construction and installation of the Communal Sewage System, including, but not limited to, the Ontario Water Resources Act and Ontario Regulation 358/90 under the Environmental Protection Act.
- 2.5 The Owner acknowledges and agrees that all materials supplied with respect to the Communal Sewage System are in accordance with generally accepted materials which would ordinarily be required by the MECP .
- 2.6 The Owner covenants and agrees all equipment warranties for the Communal Sewage System, if still valid, may be transferred to the County.
- 2.7 The Owner covenant and agrees that all necessary permits and approvals were obtained prior to commencing any work on the construction of the Communal Sewage System.
- 2.8 The Owner shall register the Agreement on title to the Lands at its sole expense and shall provide to the County a duplicate registered copy of this Agreement within 14 days of execution by the last of the parties to this Agreement.
- 2.9 The Owner covenants and agrees that the work was inspected and certified by the Owner's Consulting Engineer. The Owner shall provide the County a copy of the Consulting Engineer's sealed certificate confirming that the works generally conform with the plans and specifications which were approved by the MECP .
- 2.10 All work done by the Owner or its agents pursuant to this Agreement shall be inspected by the Owner's Consulting Engineer, by the MECP and by the County at their discretion, from time to time as they deem necessary. The Owner shall pay the cost of the inspection fee as set out in Article 5.6 upon execution of this Agreement. The Owner covenants and agrees that representatives of the MECP and the County shall have free and unrestricted access at all times to the Communal Sewage System and the Lands for the purposes of monitoring the progress of the works and ensuring the Owner's compliance with any of its obligations contained herein.

- 2.11 The Owner shall supply copies of all as-builts, operating and maintenance manuals of the Communal Sewage System to the County and the MECP at its sole expense.
- 2.12 The Owner covenants and agrees that it shall not add to, alter or extend the Communal Sewage System without prior written approval of the County and the MECP, and in particular, covenants and agrees that there shall be no expansion of the said system beyond the servicing of 85 mobile homes units until said approval has been obtained from said County and MECP.
- 2.13 The Owner further covenants and agrees that despite section 2.12, the Owner shall not expand the number of trailers and flows utilizing the Communal Sewage System beyond its current capacity.

ARTICLE 3 – OPERATION AND MAINTENANCE

- 3.1 The Owner covenants and agrees to operate and maintain the Communal Sewage System, at its own expense and without contribution nor involvement from the County. The Owner shall have full control and management thereof, and the Owner shall comply with all applicable governmental statutes and regulations with respect to the Communal Sewage System to the satisfaction of the MECP and the County.
- 3.2 The Owner covenants and agrees that all operators of the Communal Sewage System shall be certified in the appropriate Operators Classification by the MECP.
- 3.3 The Owner covenants and agrees to provide the County copies of annual operating reports required by MECP for water and sanitary.
- 3.4 The Owner covenants and agrees that the Communal Sewage System shall be subject to the water quality monitoring program that is set out in the Certificate of Approval which has been issued by the MECP and such monitoring program shall be undertaken at the sole expense to the Owner. The said Certificate of Approval and conditions contained therein is set out at Schedule “3” to this Agreement.
- 3.5 The Owner acknowledges and agrees that all efforts will be made to ensure that the Communal Sewage System is operated, maintained, and monitored in accordance with the plans approved by the MECP and/or the County, and also in accordance with all of the applicable legislation and the manuals that are prepared for the system as set out in Schedules “1” and “4”. The Owner covenants and agrees that the County shall have the right to take over the ownership and/or operation of the Communal Sewage System as set out in Schedule “1” should one of the following events occur:
 - a) If, in the opinion of the MECP the Medical Officer of Health and/or the County, the operation and maintenance of the Communal Sewage System by the Owner is so faulty so as to be detrimental to those persons being served by the said system and/or the natural environment, the County, upon giving twenty-four (24) hours written notice to the Owner of such default, and if the problems are not corrected thereafter within a further twenty-four (24) hours, may, assume the operation and maintenance of the said system or systems, or appoint a private operator, and all costs associated therewith shall be borne by the Owner;
 - b) If the Owner fails to implement remedial and/or corrective actions in a timely fashion to overcome any unacceptable parameters that have been identified by the monitoring program for the effluent disposal system within the time frames proposed by the Owner and accepted/approved by the MECP , the Medical Officer of Health or the County;
 - c) If the Owner fails to continually comply with the conditions set out in the Certificate of Approval attached hereto at Schedule “3”; or,

- d) If the Owner fails to provide the required Monitoring Reports within the time frames specified in the conditions in the Certificate of Approval set out in Schedule “3”.
- 3.6 Where an event listed in section 3.5 triggers the County’s right to take over the Communal Sewage System, the County may, in its discretion, do any of the following:
- a. Take over operation of the Communal Sewage System; or
 - b. Take over both operation and ownership of the Communal Sewage System.
- 3.7 The County’s discretion in section 3.6 is limited only by direction from the Minister of Health and/or the MECP.
- 3.8 The Owner and County hereby covenant and agree that the process to be used for any takeover of the Communal Sewage System as set out in Schedules “1” and “4”, shall use the following protocol:
- a) If the Owner does not comply with the provisions of Section 3.5(a) and (b), the takeover may be immediate or within a time frame that is deemed appropriate by the County, however twenty-four (24) hours written notice and an opportunity to correct any default during a further twenty-four (24) hour period must be given;
 - b) If the Owner does not comply with the provisions of Section 3.5(c) and (d), written notices may be used by the County to provide reasonable time frames for corrective actions to be taken. If, after the time frames have lapsed, the Owner’s actions are still not satisfactory to the County, then the “takeover procedures” shall be initiated forthwith.
- 3.9 The County may, upon assumption of the Communal Sewage System, assess and levy on the Lands all costs of maintenance, operation and management of the Communal Sewage System, and such other costs as set out in the Public Utilities Act and the Municipal Act, 2001. The County, from time to time at the discretion of County Council, may increase the amount of such assessment and levy.

ARTICLE 4 – TRANSFER TO COUNTY

- 4.1 The Owner covenants and agrees, for nominal consideration, to grant, convey, assign and transfer, free of encumbrance, all of its right, title and interest of every nature and kind in the Communal Sewage System should the County opt to take over ownership of said system.
- 4.2 The Owner covenants and agrees, at its own expense, to permit the County unrestricted, unobstructed, 24 hour a day access over the roads of the Lands to permit employees, agents, contractors and vehicles of the County to have access to the Communal Sewage System and all their components for inspection, monitoring, and for such other reasonable purposes as the County may require.
- 4.3 The Owner covenants and agrees that if the Communal Sewage System is taken over by the County, the Owner shall grant to the County, for nominal consideration, such easements as are reasonably necessary for the County, in the County’s sole discretion, to reach, repair, maintain, inspect, monitor, operate and/or replace the Communal Sewage System and all components appurtenant to the Communal Sewage System. Such easements at the discretion of the County are to be granted prior to the taking over operation of the Communal Sewage System by the County.
- 4.4 The Owner covenants and agrees, that if required in the sole discretion of the County, it will transfer to the County the lands upon which the Communal Sewage System is situated upon the County compensating the Owner for the value of the Land, less any costs by the County.

ARTICLE 5 – FINANCIAL ARRANGEMENTS

- 5.1 The Owner undertakes, covenants, and agrees to guarantee all the provisions of this Agreement by filing with the County cash, certified cheque or an Irrevocable Letter of Credit issued in accordance with the policy of the County respecting letters of credit in the amount of one hundred and twenty thousand six hundred and thirty five dollars (\$120,635.00) to cover the faithful performance of all of the obligations under this Agreement. This amount represents the total securities which would have been collected and held in perpetuity by the County had the Owner executed this Agreement prior to the construction the Communal Sewage System and is calculated as the total of 50% of the estimates to construct the System set out in Schedule "5" to this Agreement plus the estimated cost of operating and maintaining the Communal Sewage System for three years as set out in Part "B" of Schedule "5" to this Agreement.
- 5.2 The whole or any part of the Security may be drawn by the County at any time and from time to time at the discretion of the County as follows:
- a) To rectify any deficiency in the design, construction, installation, operation and maintenance of the Communal Sewage Systems;
 - b) To pay the cost of any matter or obligation, including decommissioning for which the Owner is liable under this Agreement; or
 - c) To remedy any default of the Owner.
- 5.3 If the County should be obligated to draw on the posted Securities for the purpose of rectifying any deficiencies, the Owner shall be liable to provide additional securities so as to restore the overall value of Securities held in the original amount.
- 5.4 The Owner acknowledges and agrees that the Security as set out in Articles 5.1 shall remain in place in perpetuity, notwithstanding the fact that the County may have assumed the Communal Sewage System. The County shall be entitled to draw upon the Security set out in Article 5.1 in the event of default by the Owner in performance of any of its obligations under this Agreement including but not limited to its failure to pay the County the payments to top off the amount of the Letter of Credit as set out in Article 5.5 of this Agreement.
- 5.5 The Owner covenants and agrees to pay the County from time to time as may be required, sufficient additional amounts of Letter of Credit to ensure that the security as set out in Article 5.1 of this Agreement are kept current, and to maintain the relative prorated ratio that exists between the amount of Letter of Credit as set out in Article 5.1 of this Agreement and the estimated value of construction/reconstruction as set out in Schedule "5" of this Agreement.
- 5.6 The Owner shall pay the County's standard engineering and administration fees and shall reimburse the County for disbursements incurred, including legal disbursements, in connection with this Agreement. The Owner shall also reimburse the County for actual costs arising out of the realization upon any security given hereunder. The Owner shall be responsible for inspection fees related to the ongoing maintenance and inspections required to be performed pursuant to provisions of Article 2.10 of this Agreement.
- 5.7 The Owner covenants and agrees to pay all accounts owed to the County for express obligations incurred under this Agreement within 30 days of the date of billing.
- 5.8 If the Owner neglects or fails to pay an account within 30 days of the date of billing, then interest shall be charged at the rate set by the County in accordance with existing accounts receivable practices.

- 5.9 If the Owner neglects or fails to pay such outstanding accounts and charges, then, in addition to any other remedy available to the County, the County shall have authority to recover such outstanding accounts and charges as provided in Section 446 of the Municipal Act, 2001, or otherwise as permitted by law.
- 5.10 The Owner acknowledges and agrees that irrespective of the manner in which the amount of the security was calculated, the cash or letter of credit has been lodged to secure all obligations of the Owner under this Agreement and the security may be used to fulfill any obligation of the Owner under this Agreement, irrespective of the manner in which the original value was calculated or the obligation described.

ARTICLE 6 – INSURANCE

- 6.1 Prior to the execution of this Agreement, the Owner shall purchase and maintain insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to The Corporation of the County of Brant. The Owner shall provide a Certificate of Insurance to The Corporation of the County of Brant annually evidencing the insurance coverage required prior to the registration of this Agreement and hereafter annually on the insurance renewal date.

The “Owner’s” insurance shall be primary.

The insurance premium for the required insurance must be prepaid for a period of not less than one (1) year. The insurance policy must provide that it is not cancellable unless prior notice by mail has been received by The Corporation of the County of Brant from the insurer not less than thirty (30) days prior to the cancellation date.

All parties must agree to immediately notify the other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development.

The issuance of such insurance policy or policies shall not be construed as relieving the Owner” from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the County and, without limiting the generality of the foregoing, shall provide:

- 6.2 **Commercial General Liability**, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000.00 per occurrence, an aggregate limit of not less than \$10,000,000.00 within any policy year, with respect to completed operations and a deductible of not more than \$100,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy including SEF 94 and SEF 96 with minimum limits of \$2,000,000.00 per occurrence. This policy shall name “The Corporation of the County of Brant” as an additional insured and shall include but not be limited to coverage as follows:
- (a) Cross-liability and severability of interest
 - (b) Blanket Contractual
 - (c) Products and Completed Operations
 - (d) Premises and Operations Liability
 - (e) Personal Injury Liability
 - (f) Contingent Employers Liability
 - (g) “Owner” and Contractors Protective
 - (h) Broad Form Property Damage
 - (i) The policy shall include 30 days’ notice of cancellation.

6.3 Automobile Liability Insurance

Automobile Liability insurance covering third party property damage and bodily injury, including accident benefits as may be required by applicable laws arising out of any licensed vehicle owned or leased by "Owner" in connection with this agreement with an inclusive limit of liability of two million dollars (\$2,000,000.00).

6.4 Professional Liability Insurance

Should further work be required on the Communal Sewage System by professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than \$2,000,000.00 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. If the policy has an aggregate limit, the amount of the annual aggregate shall be in an amount of not less than \$4,000,000.00. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the County of Brant. The policy shall be renewed for 3 years after Agreement termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or not renewed for any reason, 30 days notice of said cancellation or non-renewal must be provided to The Corporation of the County of Brant. The Corporation of the County of Brant has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

6.5 Environmental Impairment Liability

Should further work be required on the Communal Sewage System, the Owner shall ensure that any contractor hired shall carry an Environmental Impairment Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000.00 (five million dollars). Coverage shall include bodily injury, property damage, clean-up and remediation costs. The Contractor shall purchase at minimum a 3 Year Extended Reporting Endorsement.

6.6 Primary Coverage

The Owner's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the County.

6.7 Certificate of Insurance

The Owner shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to Agreement commencement and annually thereafter for the entire duration of the agreement.

ARTICLE 7 – INDEMNITY

7.1 The Owner shall indemnify, defend and keep indemnified and save harmless the County, its Officers, Officials, Employees, contractors and agents for all loss, damage, costs, and expense of every nature and kind whatsoever arising from or in consequence of the design, construction, installation, maintenance and operation of the Communal Sewage System or any other matter under this Agreement, whether such loss, damage, cost or expense is incurred by reason or negligence or without negligence on the part of the Owner, and whether such loss, damage, cost or expense is sustained by the County or the Owner or their several and respective employees, workmen, servants and agents or any other person or corporation.

7.2 This indemnity shall survive any transfer of the Communal Sewage System to the County.

ARTICLE 8 – ENVIRONMENTAL WARRANTIES

8.1 The Owner warrants that;

- a) The Lands do not contain nor have they ever contained any hazardous materials, substances, contaminants, pollutants, toxic gases or waste, all as defined in any applicable statute, regulations, orders and by-law enacted or adopted for the protection and conservation of the natural environment;
 - b) That there are no claims, either oral or written, no actions, prosecutions, charges, hearings or other proceeding of any kind in any court or tribunal and notice of any such proceedings and not complaints by any person which relate to any discharge, deposit, escape or release from the Lands or a contaminant of which the Owner is aware which might give rise to any such proceedings or complaints.
- 8.2 The Owner covenants and agrees not to contaminate the Lands subsequent to the execution of this Agreement.
- 8.3 The Owner covenants and agrees to indemnify, defend and save harmless the County, its Officers, Officials, Employees and Agents with respect to the operation of the Communal Sewage System and hold them harmless from any claims, assertions, obligations, liabilities, costs or damages, without limitations as to amount or time, which may arise as a consequence of a breach or claim breach of any applicable statute, regulation, order and By-law enacted or adopted relating to the operation of any Communal Sewage System as set out in this Agreement.

ARTICLE 9 – CONTINGENCY PLAN

- 9.1 Within 90 (ninety) days of the execution of this Agreement, the Owner shall provide the County with a Contingency Plan to ensure that the Communal Sewage System related equipment and appurtenances are properly operated and maintained.
- 9.2 The Contingency Plan shall include the objectives listed in Schedule “6” of this Agreement and shall form part of this Agreement.
- 9.3 If any event, condition, fact or circumstance requires any change to the Contingency Plan, the Owner shall promptly deliver to the County an updated Contingency Plan.

ARTICLE 10 – ADDITIONAL PROVISIONS

- 10.1 The County agrees to co-operate with the Owner in the preparation and submission of any application for any further permits required to give effect to this Agreement, provided the Owner shall be responsible for all costs of such application.
- 10.2 The Owner shall provide all purchasers or security holders of any interest in the Lands described in Schedule “2” with a copy of this agreement prior to completing the transfer of any such property interest. The Owner shall not, at any time, represent, imply or suggest that the Communal Sewage System will become a public system in the future.
- 10.3 The parties acknowledge and agree that no material alteration to the trailer park shall be permitted unless the Owner first obtains the written consent of the County. For the purpose of this clause, a material alteration includes an increase in the number of units or re-location of any buildings or structures that would affect the operation, repair, maintenance or replacement of the Communal Sewage System in any way.
- 10.4 The Owner covenants and agrees to provide a Certificate of Status from the Ministry of Consumer and Commercial Relations at the time of the execution of this Agreement to confirm that the company has not been dissolved.

10.5 The County covenants and agrees that the Owner has the right to make application to the County to seek relief from the terms and provisions of this Agreement should any terms and/or provisions set out herein become redundant due to such events as the following:

- a) The WSB*clean* Pro System becomes classified and/or certified for general use by the MECP, and that other multi-unit residential developments receive approvals without the need of a Default Agreement with the County; and/or
- b) Newer technology becomes available and may be installed by the Owner to accomplish the same objective as the Communal Sewage System as set out in this Agreement; or
- c) Some other event or change of mandate occurs including the possible ownership and takeover of Communal Sewage System by the County or a subsequent jurisdiction such that it is no longer necessary for the said system to continue to be privately owned.

Notwithstanding the foregoing, the Owner covenants and agrees that it is prerogative of the County to maintain all provisions as set out in this Agreement unless the said County is satisfied that sufficient merit exists in changing the Agreement, and that the County shall be the sole determinant of that decision.

10.6 At any time, the Owner may terminate this Agreement, require the County to execute a discharge of this Agreement from the title of the Lands, obtain return of all security and deposits, and require the County to release any easements granted upon the Owner, subject to the Owner:

- a) Giving up its license to operate a recreational trailer park;
- b) Terminating the use of the system;
- c) Removing all trailers and mobile homes, and their occupants from the lands;
- d) Paying the County for any expenses incurred by it in connection with the System; and
- e) Decommissioning and removing the System, including all sanitary sewers and rehabilitation of the ground, to the satisfaction of the County.

ARTICLE 11 – NOTICE

11.1 Any notice under this Agreement shall be sufficiently given by personal delivery, facsimile transmission or prepaid registered mail as follows:

- a) in the case of the County to:

The Corporation of the County of Brant,
Director of Council Services, Clerk
31 Mechanic St, Suite 207
Paris, ON N3L 1K1

- b) in the case of the Owner to:

Lyons Delyn Inc.
c/o Geoffrey Lyons, President
296 West Quarter Townline Road
R.R. #1
Harley, ON N0E 1E0

11.2 Either Party giving notice as provided in Article 11.1 may change such address from time to time. If any question arises as to whether any notice was or was not

communicated by one Party to the other, it shall be deemed to have been effectively communicated or given on the day delivered, transmitted or on the 5th (fifth) day after it was mailed despite any strikes, lock outs or other disruption or mail service, whichever is the earlier.

ARTICLE 12 – GENERAL

12.1 Schedules to the Agreement

It is understood that and agreed that the following Schedules appended hereto are included and form part of the Agreement consisting of:

Schedule 1 – Description of Communal Sewage System

Schedule 2 – Legal Description of Lands

Schedule 3 – Ministry of the Environment Certificate of Approval

Schedule 4 – Septic Drawing of Effluent Disposal System

Schedule 5 – Schedule of Costs

Schedule 6 – Contingency Plan

12.2 Entire Agreement

- a) This Agreement constitutes the entire Agreement between the Parties hereto with respect to all of the matters herein.
- b) This Agreement may be amended only by further instrument in writing, signed by the Parties, their successors or assigns.

12.3 Governing Law

The laws of the Province of Ontario and the laws of Canada as applicable in the Province of Ontario shall govern this Agreement.

12.4 Severability

Each provision of this Agreement shall be severable from the other and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision.

12.5 Remedies of the County

No reference to or exercise of any specific right or remedy by the County shall prejudice or preclude the County from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein, and the County may from time to time exercise any one or more of such remedies independently or in combination.

12.6 Gender/Number

This Agreement shall be read with such changes of gender or number or corporate status as the context may require.

12.7 Headings

Headings appearing in this Agreement are for convenience only.

12.8 Further Assurances

The Parties hereto shall sign such further and other documents, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

12.9 Covenants to Run with the Lands

All of the covenants and conditions contained in this Agreement shall be deemed to be covenants running with the Lands and shall be binding upon the Parties, their successors and assigns.

12.10 Removal of Agreement

The Owner shall not make any application or cause, permit, or authorize any person to make to make application to remove this agreement from the title of the lands described in Schedule "2". The County may upon termination of this agreement, in its sole discretion, remove this agreement from the title to the lands described in Schedule "2" at any time.

12.11 Counterparts.

This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and both of which together constitutes one and the same instrument.

ARTICLE 13 – INDEPENDENT LEGAL ADVICE

13.1 The Owner acknowledge and agree that the Owner has been afforded the opportunity to obtain independent legal advice (at their own cost) and confirm by the execution and delivery of this Agreement that the Owner has either done so or waived the Owner's right to do so in connection with entering into this Agreement.

ARTICLE 14 – SPECIAL PROVISIONS

14.1. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

14.2. The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any court or administrative tribunal the right of the County to enter into this Agreement and to enforce each and every term of this Agreement and this clause may be asserted and pleaded as an estoppel against the Owner in any such proceeding.

14.3. Notwithstanding the foregoing, if at any time during the currency of this Agreement, it is found by any court of competent jurisdiction, by any administrative tribunal or ministry of government that this Agreement or any part thereof is ultra vires the County or otherwise void or invalid then no obligation, liability or duty of any nature or kind whatsoever, whether in law or in equity shall be imposed upon the County to carry out any part of this Agreement so found to be ultra vires, void or invalid.

14.4. If any term of this Agreement shall be found to be ultra vires the County or otherwise void, invalid or unenforceable, such term shall conclusively be deemed to be severable and the remainder of this Agreement, mutates mutandis, shall be and remain in full force and effect.

14.5. This Agreement is to be interpreted in accordance with the laws of the Province of Ontario. Any dispute or issue raised between the parties as to the interpretation or effect of this Agreement or any part of this Agreement is to be determined or resolved by proceedings taken before a court of competent jurisdiction in Ontario.

14.6. The Owner agrees that the County shall have the right to enter upon the subject lands from time to time to ensure that the terms of this Agreement and any zoning by-law amendment duly adopted by the County are being fully complied with. The Developer agrees that all deficiencies shall be corrected forthwith to the satisfaction of the County.

- 14.7. The provisions of this Agreement have been mutually prepared by the parties and both parties had independent legal advice. Should any aspect of this Agreement be brought before a judicial or quasi-judicial hearing, this Agreement is to be read, reviewed, and interpreted without regard to contra proferentem.
- 14.8. **Idem** Any reference in this Agreement to all or any part of any manual, statute, regulation, or by-law, unless otherwise stated, is a reference to such manual, statute, regulation or by-law, or the relevant part thereof, as amended, substituted, replaced, or re-enacted, from time to time.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and affixed their seal attested to by the hands of their proper Officers in that behalf.

SIGNED, SEALED & DELIVERED)	THE CORPORATION OF THE COUNTY OF
	BRANT
in the presence of	Per:
)	
)	
)	
)	
)	_____
)	David Bailey, Mayor
)	
)	
)	_____
)	Heather Boyd, Clerk
)	We have the authority to bind the corporation
)	pursuant to By-law _____
)	
)	_____
)	Geoffrey Lyons
)	Lyons Delyn Inc.
)	
)	
)	
)	I have the ability to bind the corporation

SCHEDULE "1"

DESCRIPTION OF COMMUNAL SEWAGE SYSTEM

The system is a centralized subsurface disposal works for the collection, transmission, treatment and disposal of domestic sewage from the existing 85 trailer units at the Lyons Shady Acres Trailer Park with a total daily design sanitary sewage flow of 36,125 litres per day, consisting of the following: (see Schedule 4)

Flow Equalization

Chamber #1 – Equalization Tank

A 36,000 L single compartment equalization tank equipped with duplex sewage pumps controlled by a float activated timer to control dosing into the treatment system at a maximum rate of 3,700 L/hour;

Sewage Treatment Plan WSB *clean*

Chamber #2 – Sludge Storage Tank

A single compartment pre-treatment/sludge capture tank with a total working volume of 22,700 litres designed for solids retention and partial denitrification, receiving sludge recirculation stream from clarifiers;

Chamber #3 – Primary Clarification Tank

A 28,700 litre primary clarification tank designed for the separation of suspended solids and anoxic denitrification;

Chamber #4 – Bioreactor 1

A 21,800 litre tank, comprising the first stage of the Moving Bed Biofilm Reactor (MBBR) technology, designed to provide bacterial carbon removal and nitrification using 10.5 cubic metres of Kaldnes K1 support media, with a surface area of 5.000m²; with aeration supplied to both bioreactors by a single 1.3kW (2 HP) side channel air compressor rated 64.7 cfm (at atmosphere), with distribution and mixing provided by fine bubble diffusers;

Chamber #5 – Bioreactor 2

A 21,300 litre tank, comprising the second stage of MBBR technology, designed to provide enhanced bacterial nitrification, based on extended detention time and continued exposure to aerobic conditions through utilization of 10.2 cubic metres of Kaldnes K1 media with a surface area of 4,700m²;

Chambers #6 & #7 – Final Clarifiers

Two chambers arranged in series within one tank, with a total effective volume of 16,000 litres and a combined surface area of 8.39m² at the maximum water level, providing final clarification of the treated effluent from the MBBR, configured as hoppers with settled biomass directed towards a sludge return pump at the centre of each chamber recirculating back to Chamber #2 – Sludge Storage Tank on a timer at a rate of 9,300L/hour (approximately 2.5 times the peak hourly flow of 3,700 L/hour). A scum removal mechanism at the water surface returns scum to the Chamber #2 via an airlift pump, as required.

Final Pump Station

Final effluent from Clarifiers is directed to the pump chamber with a volume of 12,500 litres via a 150 millimetre diameter sewer; equipped with two duplex submersible effluent pumps with timer and float controls and a high level audiovisual alarm system, with pump cycles set at 1800 L/cycle/tile bed with five cycles in 24 hours;

Subsurface Disposal

Absorption trench type leaching bed, with four (4) tile beds each comprised of 10 rows @ 30.48m, equalling 304.8 m of 100mm dial tile per bed, with a total tile length of 1,200m. Each tile bed width equals 14.40m with 5 metres separation. Bed design based on 425 litres/day/site for 85 sites for a total daily design sewage flow of 36,125 L/day within existing soil with a "T" time of 10 min./cm.

SCHEDULE "2"
LEGAL DESCRIPTION OF THE LANDS

The subject lands affected by this agreement are known municipally as 296 West Quarter Townline Road, are approximately 28.4 hectares in area, composed of Part of Lot 18, Concession 8, designated as Part 1, Plan 2R-3720 S/T A408170, being all of PIN 32007-0031, geographic Township of Burford, County of Brant.

SCHEDULE "3"

MINISTRY OF ENVIRONMENT CERTIFICATE OF APPROVAL



Ontario

Ministry of the Environment
Ministère de l'Environnement

CERTIFICATE OF APPROVAL
MUNICIPAL AND PRIVATE SEWAGE WORKS
NUMBER 6190-77LK73
Issue Date: April 7, 2008

Lyons Holiday Park Limited
137 6th Concession Road, Township of Burford
Brant, Ontario
N0E 1A0

Site Location: Lyons Shady Acres
296 West Quarter Townline
Brant County, County of Brant
N0E 1E0

You have applied in accordance with Section 53 of the Ontario Water Resources Act for approval of:

the establishment of centralized subsurface disposal works for the collection, transmission, treatment and disposal of domestic sewage from the existing 85 trailer units at the Lyons Shady Acres Trailer Park with a total daily design sanitary sewage flow of 36,125 litres per day, consisting of the following:

Flow Equalization

Chamber #1 – Equalization Tank

A 36,000 L single compartment equalization tank equipped with duplex sewage pumps controlled by a float activated timer to control dosing into the treatment system at a maximum rate of 3,700 L/hour;

Sewage Treatment Plant WSB® clean

Chamber #2 – Sludge Storage Tank

A single compartment pretreatment/sludge capture tank with a total working volume of 22,700 litres designed for solids retention and partial denitrification, receiving sludge recirculation stream from clarifiers;

Chamber #3 – Primary Clarification Tank

A 28,700 litre primary clarification tank designed for the separation of suspended solids and anoxic denitrification;

Chamber #4 – Bioreactor 1

A 21,800 litre tank, comprising the first stage of the Moving Bed Biofilm Reactor™ (MBBR) technology, designed to provide bacterial carbon removal and nitrification using 10.5 cubic metres of Kaldnes® K1 support media, with a surface area of 5,000 m²; with aeration supplied to both bioreactors by a single 1.3 kW (2 HP) side channel air compressor rated 64.7 cfm (at atmosphere), with distribution and mixing provided by fine bubble diffusers;

Chamber #5 – Bioreactor 2

A 21,300 litre tank, comprising the second stage of MBBR™ technology, designed to provide enhanced bacterial nitrification, based on extended detention time and continued exposure to aerobic conditions through utilization of 10.2 cubic metres of Kaldnes® K1 media with a surface area of 4,700 m²;

Chambers #6 & #7 - Final Clarifiers

Two chambers arranged in series within one tank, with a total effective volume of 16,000 litres and a combined surface area of 8.39 m² at the maximum water level, providing final clarification of the treated effluent from the MBBR™, configured as hoppers with settled biomass directed towards a sludge return pump at the centre of each chamber recirculating back to Chamber #2 – Sludge Storage Tank on a timer at a rate of 9,300 L/hour (approximately 2.5 times the peak hourly flow of 3,700 L/hour). A scum removal mechanism at the water surface returns scum to the Chamber #2 via an airlift pump, as required.

Final Pump Station

Final effluent from Clarifiers is directed to the pump chamber with a volume of 12,500 litres via a 150 millimetre diameter sewer; equipped with two duplex submersible effluent pumps with timer & float controls and a high level audiovisual alarm system, with pump cycles set at 1800 L/cycle/tile bed with five cycles in 24 hours;

Subsurface Disposal

Absorption trench type leaching bed, with four (4) tile beds each comprised of 10 rows @ 30.48 m, equalling 304.8 m of 100 mm dia. tile per bed, with a total tile length of 1,220 m. Each tile bed width equals 14.40 m with 5 metres separation. Bed design based on 425 litres/day/site for 85 sites for a total daily design sewage flow of 36,125 L/day within existing soil with a 'T' time of 10 min./cm.

Miscellaneous:

All other controls, electrical equipment, instrumentation, piping, pumps, valves and appurtenances essential for the proper operation of the aforementioned sewage works;

all in accordance with the following submitted supporting documents:

1. Application for Approval of Municipal and Private Sewage Works submitted by Mr. J. H. Cohoon P.Eng., of J.H. Cohoon Engineering Limited dated December 7, 2006 and received on January 18, 2007; including a design brief dated January 2007 (received January 30, 2007) and enclosed engineering plans/drawings all prepared by J.H. Cohoon Engineering Limited; and a Hydrogeological Study Report, dated May 2006 (received Jan 18, 2007), prepared by Naylor Engineering Associates Ltd.
2. Memorandum from Ms. Sarah Day, Surface Water Specialist, Technical Support Section, West Central Region to Mr. Khaleed Khalfan of the Guelph District Office, dated September 18, 2007, regarding the review of the Hydrogeological Study, Lyons Shady Acres Trailer Park, County of Brant, Naylor Engineering Associates (May 2006).
3. Memorandum from Ms. Nadia Marengo, Hydrogeologist, Technical Support Section, West

Central Region to Mr. Khaleed Khalfan of the Guelph District Office, dated September 21, 2007, regarding the review of the Hydrogeological Study, Lyons Shady Acres Trailer Park, County of Brant, Naylor Engineering Associates (May 2006).

4. Electronic correspondence dated October 23, 2007 from Ms. Sarah Day, Surface Water Specialist, Technical Support Section, West Central Region to Mr. Khaleed Khalfan of the Guelph District Office, regarding the prescribed monitoring program.
5. Electronic correspondence dated October 24, 2007 from Ms. Nadia Marengo, Hydrogeologist, Technical Support Section, West Central Region to Mr. Khaleed Khalfan of the Guelph District Office, regarding the prescribed monitoring program.
6. Electronic correspondence dated October 26, 2007 from Mr. Don Cunningham of County of Brant to the Review Engineer, regarding Municipal Signature and Municipal Responsibility Agreement.
7. Electronic correspondence dated February 8, 2008 from Mr. Les Janos, M.Eng., P.Eng. of J.H. Cohoon Engineering Limited including a Revised Design Brief to address Review Engineer's request for additional information sent to J.H. Cohoon Engineering Limited, via electronic correspondence dated October 22, 2007.
8. Electronic correspondence dated April 2, 2008 from Mr. Marcus Davidson, Senior Planner, County of Brant including copy of the default agreement between the County and Lyons Holiday Park;
9. Electronic correspondence dated April 3, 2008 from Mr. Les Janos, M.Eng., P.Eng. of J.H. Cohoon Engineering Limited including a copy of drawing 3271-3 Revision 9 dated showing proposed shallow groundwater monitoring wells MW101, MW102 and existing MW2.

For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:

"*Certificate* " means this entire certificate of approval document, issued in accordance with Section 53 of the *Act* , and includes any schedules;

"*Director* " means any *Ministry* employee appointed by the Minister pursuant to section 5 of the *Act* ;

"*District Manager* " means the District Manager of the Guelph District Office of the Ministry;

"*E. Coli* " refers to the thermally tolerant forms of *Escherichia* that can survive at 44.5 degrees Celsius;

"*Ministry* " means the Ontario Ministry of the Environment;

"*Municipality* " means County of Brant;

"Owner " means Lyons Holiday Park Limited and includes its successors and assignees;

"Substantial Completion" has the same meaning as "substantial performance " in the Construction Lien Act; and

"Works " means the sewage works described in the Owner 's application, this Certificate and in the supporting documentation referred to herein, to the extent approved by this Certificate .

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

(1) The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Certificate and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.

(2) Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Certificate , the application for approval of the works and the submitted supporting documents and plans and specifications as listed in this Certificate .

(3) Where there is a conflict between a provision of any submitted document referred to in this Certificate and the Conditions of this Certificate , the Conditions in this Certificate shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.

(4) Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.

(5) The requirements of this Certificate are severable. If any requirement of this Certificate , or the application of any requirement of this Certificate to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this certificate shall not be affected thereby.

2. **EXPIRY OF APPROVAL**

The approval issued by this *Certificate* will cease to apply to those parts of the *Works* which have not been constructed within five (5) years of the date of this *Certificate* .

3. **CHANGE OF OWNER**

(1) The *Owner* shall notify the *District Manager* and the *Director* , in writing, of any of the following changes within 30 days of the change occurring:

(a) change of *Owner* ;

(b) change of address of the *Owner* ;

(c) change of partners where the *Owner* is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the *District Manager* ;

(d) change of name of the corporation where the *Owner* is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the *District Manager* ;

(2) In the event of any change in ownership of the *Works* , other than a change to a successor municipality, the *Owner* shall notify in writing the succeeding owner of the existence of this *Certificate* , and a copy of such notice shall be forwarded to the *District Manager* and the *Director* .

4. **CONSTRUCTION**

(1) The *Owner* shall ensure that the construction of the works is supervised by a licensed installer or a Professional Engineer, as defined in the Professional Engineers Act.

(2) Upon construction of the works, the *Owner* shall prepare a statement, certified by a licensed installer or a Professional Engineer, that the *Works* are constructed in accordance with this *Certificate* , and upon request, shall make the written statement available for inspection by *Ministry* staff and staff of the local municipality.

5. MONITORING AND RECORDING

The *Owner* shall, upon commencement of operation of the *Works* , carry out the following monitoring program:

- (1) The Owner shall measure and record the daily volume of sewage being directed to the *Works* and effluent being discharged to the subsurface disposal system.
- (2) All samples and measurements taken for the purposes of this *Certificate* are to be taken at a time and in a location characteristic of the quality and quantity of the effluent stream over the time period being monitored.
- (3) For the purposes of this condition, the following definitions apply:
 - (b) Quarterly means once every three months.
 - (c) Monthly means once every month;
- (4) Samples shall be collected of the raw sewage and effluent being discharged to the subsurface disposal system at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded:

Table 1 - Raw Sewage Monitoring - Samples to be taken from Chamber #2 – Sludge Storage Tank	
Frequency	once every year during peak operating period (May-October)
Sample Type	Grab
Parameters	<i>BOD₅</i> , Total Suspended Solids, Total Kjeldahl Nitrogen, Total Phosphorus

Table 2 - Effluent Monitoring - (Effluent discharged to subsurface disposal system)	
Frequency	monthly for the first 12 months after start of operations, and once a month during the months of May, July, August and October thereafter
Sample Type	Grab
Parameters	<i>CBOD5</i> , Total Suspended Solids, Total Phosphorus, Total Ammonia Nitrogen, Nitrate and Nitrite Nitrogen

(5) Samples shall be collected of the groundwater in the three shallow groundwater monitoring wells (one up-gradient and two down-gradient of the subsurface disposal system) established on site and identified as MW#2 (upgradient), and MW#101 and MW#102 (downgradient) respectively, at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded:

Table 3 - Groundwater Monitoring - (at monitoring wells)	
Location	MW#2: Located upgradient of tile bed at E 538,620.671, N 4,768,608.590 MW#101: Located downgradient of tile bed at E 538,485.759 N 4,768,476.179 MW#102: Located downgradient of tile bed at E 538,516.564 N 4,768,448.073
Frequency	quarterly for sampling and analysis of parameters, and; monthly for measurement of static water levels in the monitoring wells for a minimum of one year to define shallow groundwater flow patterns on site.
Sample Type	Grab
Parameters	Total Kjeldahl Nitrogen, Total Ammonia Nitrogen, Nitrate-Nitrogen, Nitrite-Nitrogen, Total Phosphorus, <i>E.Coli</i> , static water elevation levels

(6) Prior to the startup of the *Works* , background groundwater quality must be established by collecting groundwater samples and having them analyzed for the parameters outlined in Table 3. Groundwater levels shall also be measured.

(7) The groundwater sampling and analysis program outlined pursuant to subsection (5) shall be undertaken for a period of at least three (3) years following the start up of the operation of *Works*, and may be modified after that time period by the *District Manager* in writing, if results are to the *District Manager's* satisfaction. If no change is allowed, the monitoring program shall continue as prescribed.

(8) If the concentration of contaminants in the samples from MW#101 and / or MW#102, located adjacent to Harley Drain, obtained as part of the regular monitoring program, exceed the trigger concentrations set out in Table 4, the *Owner* shall carry out surface water monitoring as specified in Table 5.

Table 4 - Trigger Exceedance (MW#101 & MW102)	
Trigger Parameter	Trigger Exceedance
Nitrate (as N)	Exceeds 2.9 mg NO ₃ (as N)/L and also exceeds background groundwater concentrations

Table 5 - Surface Water Monitoring if triggered by exceedances of Parameters in the monitoring results of MW# 101 and /or MW102

Location	Frequency	Parameters
Creek 1: Harley Drain West Branch at entry to subject property, in proximity of the northwest corner of the site close to West Quarter Townline Road	quarterly when flow is present in the drain	Total Kjeldahl Nitrogen, Total Phosphorus, Total Ammonia Nitrogen, unionized Ammonia (calculated), field pH, field temperature, Nitrate-Nitrogen, Nitrite-Nitrogen and <i>E. coli</i>
Creek 2: Harley Drain West Branch prior to exits from the subject property, in proximity of the souther property boundary	quarterly when flow is present in the drain	

(9) The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:

(a) the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended from time to time by more recently published editions;

(b) the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions; and

(c) the publication "Standard Methods for the Examination of Water and Wastewater" (21st edition), as amended from time to time by more recently published editions.

(10) The measurement frequencies specified above with respect to raw sewage and effluent parameter are minimum requirements which may, after three (3) years of monitoring in accordance with this Condition, be modified by the *District Manager* in writing from time to time.

(11) The *Owner* shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the monitoring activities required by this *Certificate* .

6. **DESIGN OBJECTIVES**

(1) The *Owner* shall use best efforts to design, construct and operate the *Works* with the objective that the concentrations of the materials named below as effluent parameters are not exceeded in the effluent being discharged to the subsurface disposal system.

Table 6 - Effluent Objectives	
Effluent Parameter	Concentration Objective (milligrams per litre unless otherwise indicated)
<i>CBOD5</i>	10
Total Suspended Solids	10
Nitrate-Nitrogen	10

(2) The *Owner* shall ensure that the maximum daily flow through the treatment train and subsurface disposal bed does not exceed the total daily design sanitary sewage flow of 36,125 litres per day.

7. **OPERATIONS AND MAINTENANCE**

(1) The *Owner* shall prepare an operations manual within six (6) months of the introduction of sewage to the *Works* , that includes, but not necessarily limited to, the following information:

- (a) operating procedures for routine operation of the *Works* ; and
- (b) inspection programs, including frequency of inspection, for the *Works* and the methods or tests employed to detect when maintenance is necessary.
- (c) repair and maintenance programs, including the frequency of repair and maintenance for the sewage works;
- (d) contingency plans and procedures for dealing with any abnormal situations and for notifying the *District Manager* ; and
- (e) complaint procedures for receiving and responding to public complaints.

(2) The *Owner* shall maintain the operations manual current and retain a copy at the location of the *Works* for the operational life of the *Works* . Upon request, the *Owner* shall make the manual available to *Ministry* staff.

(3) The *Owner* shall prepare and make available for inspection by *Ministry* staff, a maintenance agreement with the manufacturer for the treatment process/technology and a complete set of as-built drawings showing the *Works* “as constructed” with location identified using GPS coordinates. The maintenance agreement and drawings shall be kept up to date through revisions undertaken from time to time and a copy shall be retained at the *Works* for the operational life of the *Works*, and a copy

provided to the *District Manager*.

(4) The *Owner* shall ensure that the drainage operations in the disposal bed are observed on a weekly basis for breakouts as per subsection 1 (b).

(5) The *Owner* shall ensure that in the event a breakout is observed from the disposal bed the discharge from the *Works* to the bed shall immediately be discontinued and the incident immediately reported verbally to the *District Manager*, followed by a written report within one (1) week. The *Owner* shall also ensure that during the time remedial actions are taking place the discharge from the *Works* is collected and disposed off-site through a licensed waste hauler to an approved waste disposal site.

8. **REPORTING**

(1) At least one week prior to the start up of the operation of the *Works* , the *Owner* shall notify the *District Manager* (in writing) of the pending start up date.

(2) The *Owner* shall prepare, and submit a performance report, on an annual basis, within ninety (90) days following the end of the period being reported upon for the first three years of operation and upon request thereafter. The first such report shall cover the first annual period following the commencement of operation of the *Works* and subsequent reports shall be submitted to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

(a) a summary and interpretation of raw sewage and effluent monitoring data including a comparison to the effluent objectives outlined in Condition 6, and an overview of the success and adequacy of the *Works* ;

(b) a summary and interpretation of groundwater and surface water monitoring data including an interpretation of shallow groundwater flow direction, groundwater-surface water interaction; and interpretation of analytical monitoring results and comparison to the Trigger Exceedances outlined in Condition 5, including results of surface water monitoring if required and an evaluation of the adequacy of the *Works* and recommendations for improvement of the system if necessary;

(c) a tabulation of the daily volumes of effluent passing through the treatment train and disposed through the subsurface disposal system during the reporting period;

(d) a description of any operating problems encountered and corrective actions taken;

(e) a summary of all maintenance carried out on any part of the *Works* ;

(f) a summary of any complaints received during the reporting period and any steps taken to address the complaints;

(g) a summary of any/all spill or abnormal discharge events; and

(h) any other information the *District Manager* requires from time to time.

9. **RESPONSIBILITY AGREEMENT**

(1) The *Owner* shall enter into a duly signed Responsibility Agreement with the County of Brant prior to the construction of the *Works* approved herein.

(2) Prior to the operation of the *Works* approved herein, the *Owner* shall register the Certificate of Requirement signed by the *Director* , in the appropriate Land Registry Office.

(3) The *Owner* shall submit a copy of the registered Certificate of Requirement to the *District Manager* .

(4) Any dealings with the property are prohibited in any way without first giving a copy of this *Certificate* and the Responsibility Agreement to each person acquiring an interest in the property.

(5) In the event that a municipality or other public authority with the power to provide sewage service to the users of the *Works* , determines to do so directly, pursuant to the Responsibility Agreement or otherwise, or is required, by the Medical Officer of Health or the Director, to do so, the *Owner* shall, without compensation, transfer to the County of Brant, such parts of the *Works* and any related interests in land required for the *Works* as are determined by the municipality.

The reasons for the imposition of these terms and conditions are as follows:

1. Condition 1 is imposed to ensure that the *Works* are built and operated in the manner in which they were described for review and upon which approval was granted. This condition is also included to emphasize the precedence of Conditions in the *Certificate* and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this *Certificate* the existence of this *Certificate* .
2. Condition 2 is included to ensure that, when the *Works* are constructed, the *Works* will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
3. Condition 3 is included to ensure that the *Ministry* records are kept accurate and current with respect to the approved works and to ensure that subsequent owners of the *Works* are made aware of the *Certificate* and continue to operate the *Works* in compliance with it.
4. Condition 4 is included to ensure that the works are constructed, and may be operated and maintained such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented.
5. Condition 5 is included to enable the *Owner* to evaluate and demonstrate the performance of the *Works* , on a continual basis, so that the *Works* are properly operated and maintained at a level which is consistent with the design objectives specified in the *Certificate* and that the *Works* does not cause any

impairment to the receiving watercourse.

6. Condition 6 is imposed to establish non-enforceable effluent quality objectives which the *Owner* is obligated to use best efforts to strive towards on an ongoing basis. These objectives are to be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs.
7. Condition 7 is included to require that the *Works* be properly operated, maintained, and equipped such that the environment is protected. As well, the inclusion of an operations manual, maintenance agreement with the manufacturer for the treatment process/technology and a complete set of "as constructed" drawings governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the owner and made available to the *Ministry*. Such a information is an integral part of the operation of the *Works*. Its compilation and use should assist the *Owner* in staff training, in proper plant operation and in identifying and planning for contingencies during possible abnormal conditions. The manual will also act as a benchmark for *Ministry* staff when reviewing the *Owner's* operation of the work.
8. Condition 8 is included to provide a performance record for future references, to ensure that the *Ministry* is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this *Certificate*, so that the *Ministry* can work with the *Owner* in resolving any problems in a timely manner.
9. Condition 9 is included to ensure that there is a Responsibility Agreement in place between the *Owner* and the Municipality prior to the construction of the *Works* so that, in the event that the *Owner* is unable to continue to provide sewage service, the Municipality may be able to assume ownership and operation of the *Works*.

In accordance with Section 100 of the Ontario Water Resources Act, R.S.O. 1990, Chapter 0.40, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 101 of the Ontario Water Resources Act, R.S.O. 1990, Chapter 0.40, provides that the Notice requiring the hearing shall state:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the works are located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
2300 Yonge St., Suite 1700
P.O. Box 2382
Toronto, Ontario
M4P 1E4

AND

The Director
Section 53, *Ontario Water Resources Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted sewage works are approved under Section 53 of the Ontario Water Resources Act.

DATED AT TORONTO this 7th day of April, 2008



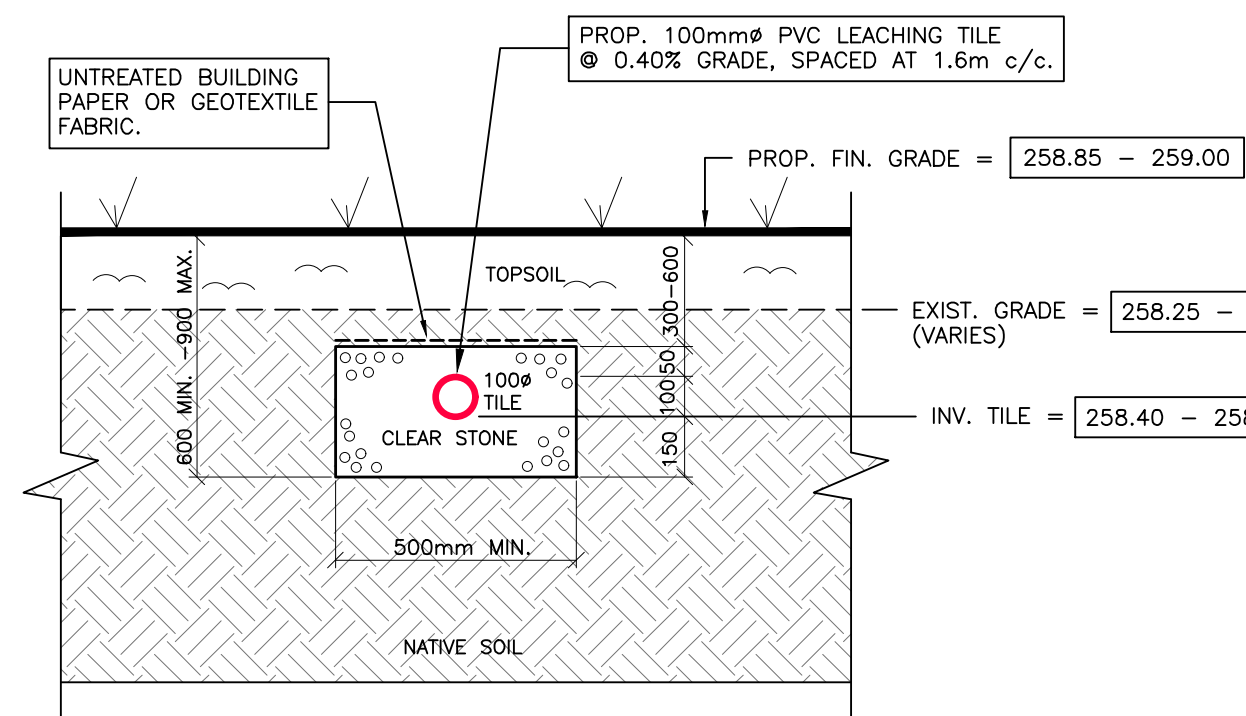
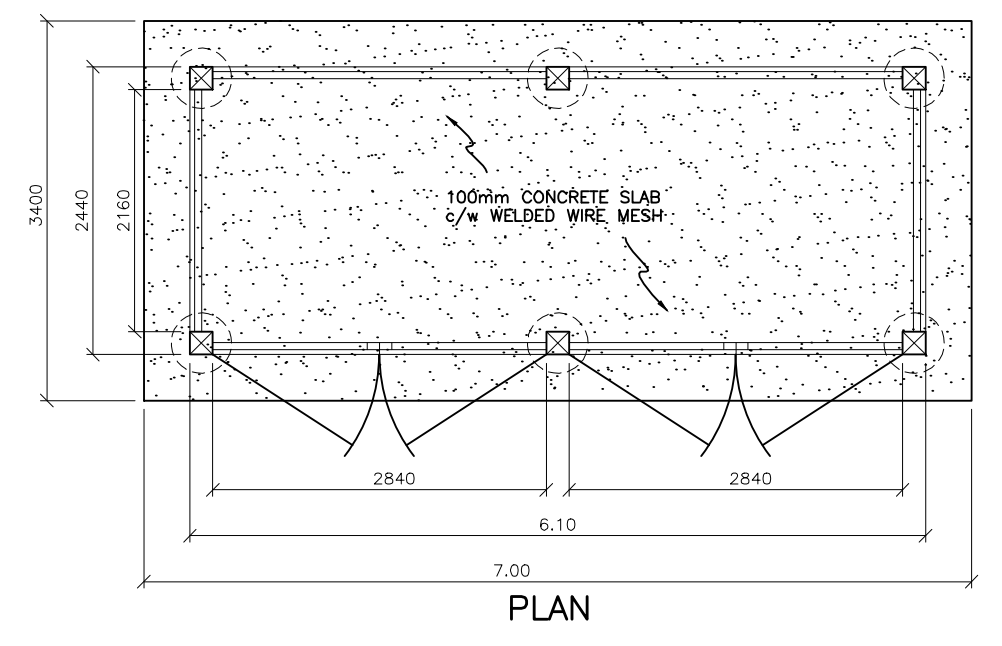
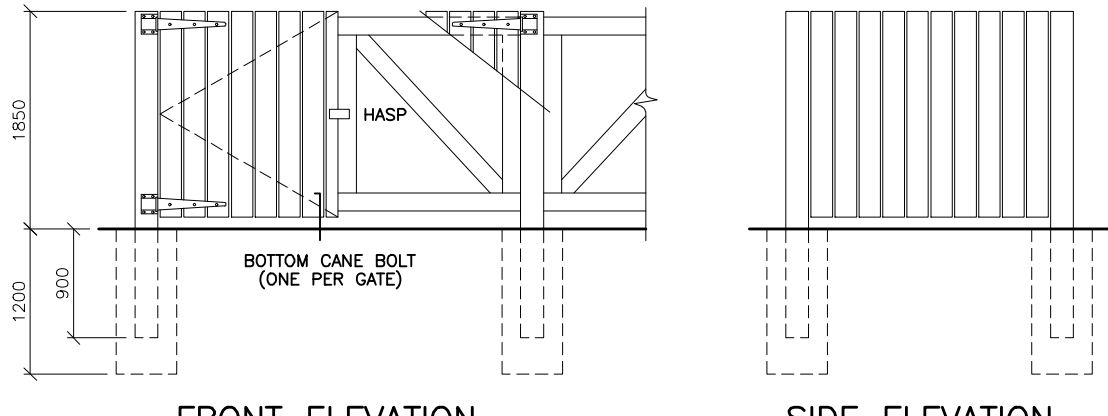
Mansoor Mahmood, P.Eng.
Director
Section 53, *Ontario Water Resources Act*

FP/

c: District Manager, MOE Guelph
J. H. Cohoon, J.H. Cohoon Engineering Limited

SCHEDULE "4"

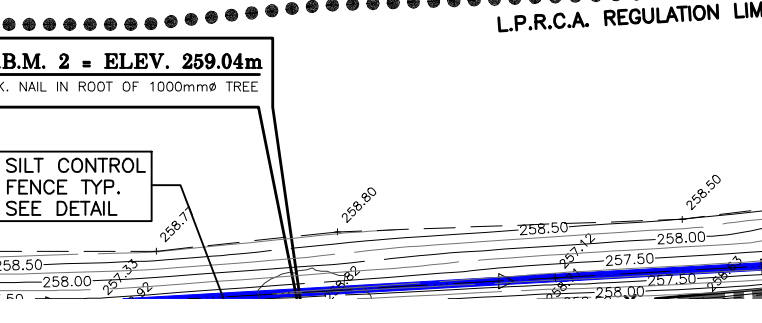
SEPTIC DRAWING OF EFFLUENT DISPOSAL SYSTEM



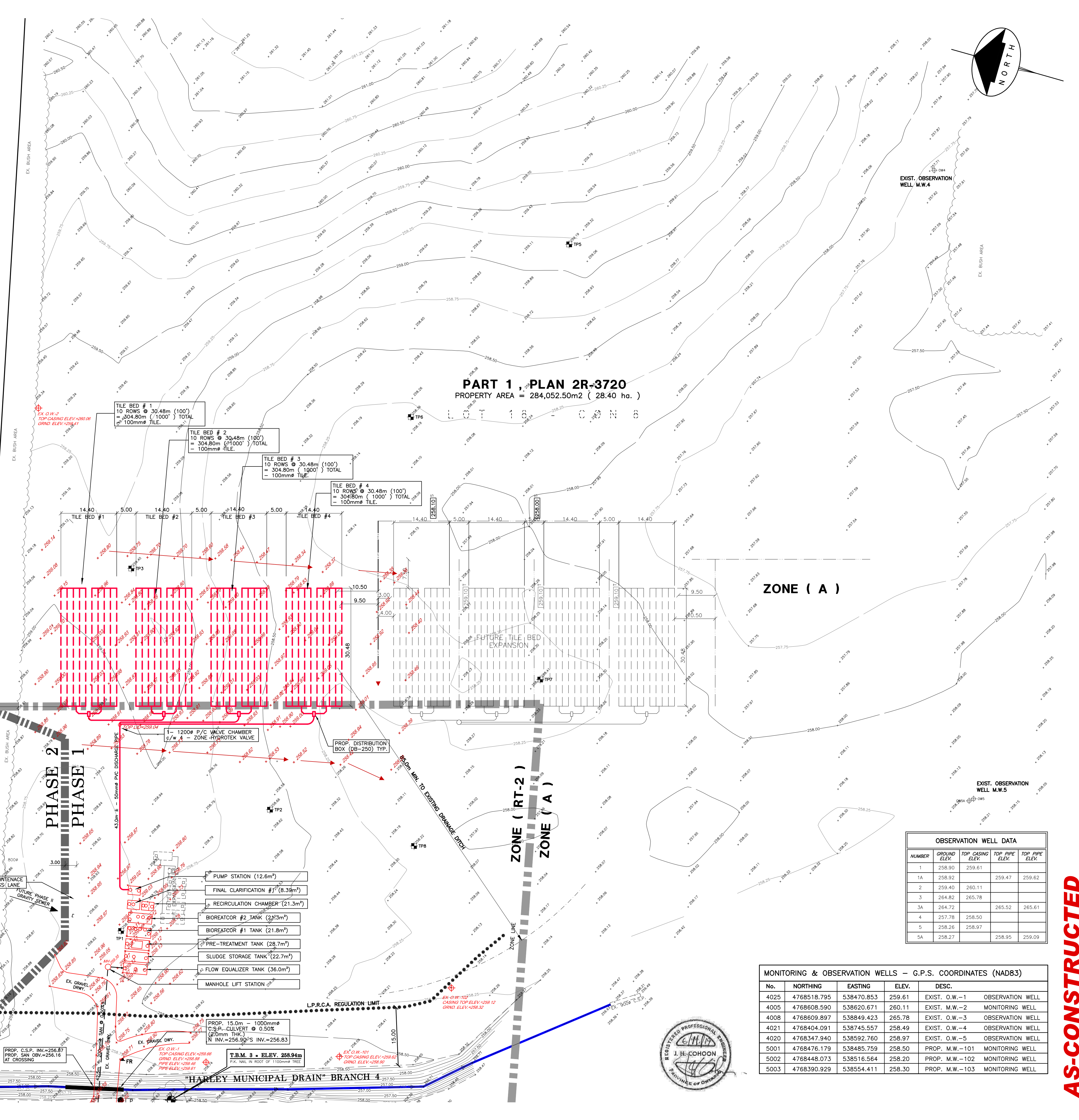
PART 1, PLAN 2R-3720
PROPERTY AREA = 284,052.50m² (28.40 ha.)

- LEGEND:**
- AS-CONSTRUCTED ELEVATIONS
 - EXISTING ELEVATIONS
 - 258.50 PROPOSED ELEVATIONS
 - 258.50 PROPOSED SWALE ELEVATIONS
 - GENERAL DRAINAGE
 - LONG POINT REGION CONSERVATION AUTHORITY (L.P.R.C.A. REGULATION LIMIT)
 - SAN MH PROPOSED SANITARY MANHOLE
 - SAN C.O. PROPOSED SANITARY CLEAN OUT
 - PROP. 100mm^ø SANITARY SERVICE CONNECTION
 - PROP. WATER SERVICE BIB AND 30 AMP HYDRO SERVICE - HOOKUP POST COMPLETE WITH R.V. PLUG, SERVICING 1 OR 2 LOTS
 - FR DESIGNATED FIREROUTE SIGN
 - ST STOP SIGN
 - HC HANDICAP PARKING SPACE SIGN
 - L.P. LIGHT POLE

PART 1, PLAN 2R-3720
PROPERTY AREA = 284,052.50m² (28.40 ha.)



SEE SHEET 3271-2



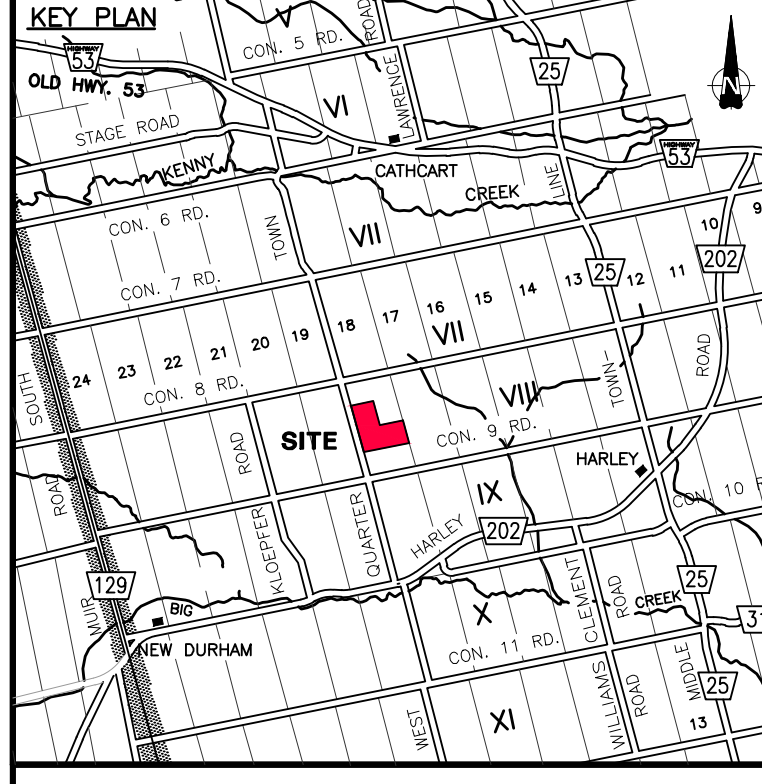
- PUMP STATION (12.6m³)
- FINAL CLARIFICATION #1 (8.39m³)
- RECIRCULATION CHAMBER #1 (21.3m³)
- BIOREACTOR #2 TANK (23.3m³)
- BIOREACTOR #1 TANK (21.8m³)
- PRE-TREATMENT TANK (28.7m³)
- SLUDGE STORAGE TANK (22.7m³)
- FLOW EQUALIZER TANK (36.0m³)
- MANHOLE LIFT STATION

OBSERVATION WELL DATA

NUMBER	GROUND ELEV.	TOP CASING ELEV.	TOP PIPE ELEV.	TOP PIPE ELEV.
1	258.90	259.61		
1A	258.92		259.47	259.62
2	259.40	260.11		
3	264.82	265.78		
3A	264.72		265.52	265.61
4	257.78	258.50		
5	258.26	258.97		
5A	258.27		258.95	259.09

MONITORING & OBSERVATION WELLS - G.P.S. COORDINATES (NAD83)

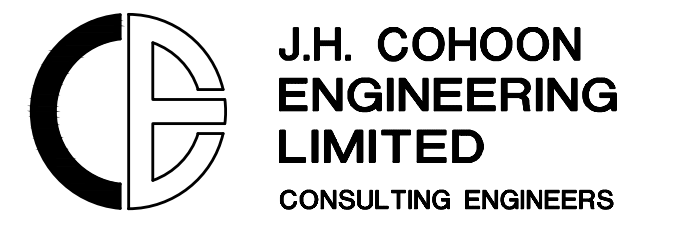
No.	NORTHING	EASTING	ELEV.	DESC.
4025	4768518.795	538470.853	259.61	EXIST. O.W.-1 OBSERVATION WELL
4005	4768608.590	538620.671	260.11	EXIST. M.W.-2 MONITORING WELL
4008	4768609.897	538849.423	265.78	EXIST. O.W.-3 OBSERVATION WELL
4021	4768404.091	538745.557	258.49	EXIST. O.W.-4 OBSERVATION WELL
4020	4768347.940	538592.760	258.97	EXIST. M.W.-5 OBSERVATION WELL
5001	4768476.179	538485.759	258.50	PROP. M.W.-101 MONITORING WELL
5002	4768448.073	538516.564	258.20	PROP. M.W.-102 MONITORING WELL
5003	4768390.929	538554.411	258.30	PROP. M.W.-103 MONITORING WELL



THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

- NOTES:**
- ALL ELEVATIONS AND DIMENSIONS SHOWN ARE METRIC.
 - BUILDER/OWNER TO VERIFY COMPLIANCE WITH ZONING BYLAWS (i.e. SIDEYARDS, SETBACKS, REARYARDS ETC.)
 - ZONING: (RT-2)
 - TILE BEDS TO BE INSTALLED AS PER PART 8 OF THE O.B.C. AND AS PER DETAILS THIS SHEET.
 - MINIMUM CLEARANCES FROM TILE BED OR SEPTIC TANK TO:
 - DRILLED WELL = 15.0m
 - DUG WELL = 30.0m
 - PROPERTY LINE = 3.0m
 - BUILDING = 5.0m*
 - RIVER, STREAM ETC. = 15.0m
 *MINIMUM CLEARANCE FROM SEPTIC TANK TO BLDG. 1.50m
 - DO NOT CONNECT ANY WATER TREATMENT SYSTEMS FOR DISCHARGE INTO THE SEPTIC SYSTEM. (i.e. WATER SOFTENER ETC.)
 - PHASE 1 ABSORPTION TRENCH SEPTIC SYSTEM DESIGN BASED ON 85 SITE SEASONAL TRAILER PARK AT 425 LITRES PER DAY PER SITE (U.S.F.) = 38,125 L/DAY WITH AN EXISTING SOIL T₁-TIME OF 10 min/cm. USE 1,219.20 m (4,000') TOTAL LENGTH OF LEACHING TILE (1,204.17 m MIN. TILE).
 - FOR TEST HOLE INFORMATION AND "T" TIME REFER SEWAGE SYSTEM INVESTIGATION REPORT PREPARED BY : NAYLOR ENGINEERING ASSOCIATES LTD. DATED MAY 2006

NO.	REVISION	DATE	BY
13	AS-CONSTRUCTED SEPTIC	10/18/19	S.L.M.
12	REVISED AS PER COUNTY COMMENTS MAR. 3 & 4, 2010	4/26/10	W.S.M.
11	REVISED AS PER COUNTY COMMENTS JAN. 21, 2010	1/28/10	W.S.M.
10	MONITORING WELLS 101 & 102 EXISTING LOCATIONS ADDED	12/11/09	W.S.M.
9	PROPOSED 3-MONITORING WELL LOCATIONS ADDED	4/2/08	W.S.M.
8	FUTURE SEWAGE DISPOSAL SYSTEM EXPANSION & MONITORING WELL ADDED	1/16/08	L.G.J.
7	REVISED MUN. DRAIN CROSSING TO 1000mm ^ø CSP CULVERT	5/4/07	W.S.M.
6	REVISED SANITARY SEWERS AND SANITARY MANHOLES.	02/09/07	W.S.M.
5	REVISED SEPTIC SYSTEM	1/26/07	W.S.M.
4	ADDED STREET LIGHTING AND KEY CARD GATE AT MAIN ENTRANCE	12/29/06	W.S.M.
3	REVISED SEPTIC SYSTEM	11/23/06	W.S.M.
2	REVISED SEPTIC SYSTEM	11/02/06	I.A.C.
1	REVISED SEPTIC TILE BED LOCATION AND GRADING	5/19/06	W.S.M.



440 HARBY ROAD, UNIT #1, BRANTFORD - ONTARIO, N3T 5J8
TEL: (519) 753-2656 FAX: (519) 753-4263 www.cohooneg.com

PROJECT:
LYONS SHADY ACRES RECREATIONAL PARK
MN. 296 WEST QUARTER TOWN LINE RD.
PART 1 - PLAN 2R-3720
PART OF LOT 18 - CON 8
GEOGRAPHIC TOWNSHIP OF BURFORD
COUNTY OF BRANT

CLIENT:
GEOFF LYONS MOUND

SEPTIC SYSTEM LAYOUT PLAN

DESIGN: R.W.P./J.C.T.	SCALE: 1:500
DRAWN: W.S.M.	JOB No: 3271
CHECKED: D.E.B./J.C.T.	DWG. No: AC-3271-3
SHEET: 3 of 4	DATE: JAN 2008

AS-CONSTRUCTED

SCHEDULE "5"

SCHEDULE OF COSTS

PART A – Construction Costs

Costs for Treatment Unit	\$117,990.00
Costs for Tile Bed	\$ 27,000.00
Costs for Grading and Control Building	<u>\$ 10,000.00</u>
TOTAL:	\$154,990.00

PART B – Annual Maintenance Estimate

1. Operator Time (210 hrs.)	\$ 5,880.00
2. Equipment Repairs/Replacement	\$ 2,500.00
3. Sludge Removal (3,000 to 6,000lbs.)	\$ 1,500.00
4. Sample Monitoring Plan (4/year)	\$ 1,500.00
5. Sample Monitoring Obs. Wells (2/year)	\$ 1,500.00
6. Hydro Supply	<u>\$ 1,500.00</u>
TOTAL:	\$ 14,380.00
3 YEAR TOTAL ESTIMATE – 3 X \$14,380.00	<u>\$ 43,140.00</u>

SCHEDULE 6

CONTINGENCY PLAN AND SCHEDULE OF COSTS

Contingency Plan

The Contingency Plan is the Owner's outline to ensure that at all times the System and related equipment and appurtenances are properly operated and maintained. The Contingency Plan will include, but not be limited to, effective performance, adequate funding, adequate staffing, and adequate laboratory and process controls.

The objectives of the Contingency Plan are as follows:

1. Ensuring adequate equipment and material are available for dealing with emergencies;
2. Ensuring that a notification plan for reporting emergency situations with measures for correction;
3. Preparing an operations and maintenance manual which shall be available for inspection;
4. Maintaining a log book for site and plant maintenance;
5. Ensuring that reasonable lifecycle is established to determine a reasonable replacement cost;

This plan is to be based on capital cost, and annual operating and maintenance cost including, but not limited to:

- a) Operation and general maintenance;
- b) Ground maintenance;
- c) Sludge removal; and
- d) An estimation for equipment and appurtenances replacement.