

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 -

1479893 ONTARIO LIMITED

hereinafter called the "Owner"

WHEREAS the Owner has established a 400-unit recreational trailer park known municipally as 99 Fourth Concession Road (hereinafter "Twin Springs") on property being Former Burford township, Brant County, First N/Part E ½ lot 19, 4th concession, part S ½ lot 19 3rd Concession Part NW corner lot 18 4th Concession and parts of road Allowances

plus

Part lot 19 Concession 3 Burford and part Road Allowance between Concession 3 and 4, Burford as in A439348 S/T the interest of the municipality County of Brant.

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 Twin Springs to be taken over by the County if certain predetermined events/functions occur and/or are not adhered to;

AND WHEREAS the Owner intends to construct the Newterra Communal Sewage System;

AND WHEREAS the Owner and the County are now desirous of entering into an Agreement that will provide for the construction of the Newterra Communal Sewage System servicing Twin Springs and to allow the system 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 south side of Fourth Concession, West Side of West Quarter Townline Road and known municipally as 99 Fourth Concession, N/Part E ½ lot 19, 4th concession, part S ½ lot 19 3rd Concession Part NW corner lot 18 4th Concession and parts of road Allowances plus Part lot 19 concession 3 Burford part RDAL BTN con 3and4 Burford as in A439348 S/T the interest of the municipality country of Brant, 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, and intends to construct 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 to comply 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 to be 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, may be transferred to the County.
- 2.7 The Owner covenant and agrees that all necessary permits and approvals are 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 will be 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 400 mobile home sites until said approval has been obtained from said County and MECP.
- 2.13 The Owner further covenants and agrees that despite section 2.13, the Owner shall not expand the number of mobile homes and flows utilizing the Communal Sewage System beyond its current design 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 constructed, 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". 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”, 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 ##### 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 Part A of 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, upon receipt of an invoice from the County, reimburse the County for its actual costs incurred for engineering, administration and legal fees and disbursements incurred in connection with this Agreement and 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 2.1 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.

The parties acknowledge and agree that no material alteration to the mobile home 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.

- 10.3 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.
- 10.4 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 take over 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.

- 10.5 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 mobile home 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
66 Grand River St N
Paris, ON N3L 2M2

- b. in the case of the Owner to:

1479893 Ontario Limited
c/o Jonathan Weaver, President
99 Fourth Concession Rd
Burford, ON N0E 1A0

11.2 Either Party giving notice as provided in Article 1.1 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 – Site, Servicing Plan
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 **No Contra Proferentem** 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

) Alysha Dyjach, Clerk

) We have the authority to bind the corporation

) Jonathan Weaver

) 1479893 Ontario Limited

) I have the ability to bind the corporation

SCHEDULE 1

DESCRIPTION OF COMMUNAL SEWAGE SYSTEM

Classification of Sewage Treatment Plant: Tertiary

Details of Service Area:

- **Type of Occupancy:** Seasonal Residential
- **Type and Number of Units:** 400 lots of camping sites and cottages

Design Capacity of Sewage Treatment Plant:

Design Capacity with All Treatment Trains in Operation	Prior to Completion of Construction of All Proposed Works	Upon Completion of Construction of All Proposed Works
Rated Capacity	85 cubic metres per day	170 cubic metres per day

Influent Sewage

Receiving Location **Types**

In Collection System Sanitary Sewage

WWTP – PHASE 1 85m3/d

Flow Equalization System

- One (1) 64,300 litres capacity in-ground equalization tank, two (2) air mixing blowers, and two (2) screen feed pumps.

Preliminary Treatment Systems

- Screening – one (1) fine screen, one (1) discharge tank.

Secondary Treatment Systems

- Biological Treatment – one (1) 99,400 litres capacity aerobic tank, two (2) aeration blowers, two (2) membrane feed pumps, and one (1) wasting activated sludge pump.

Tertiary Treatment Systems

- Membrane Filtration System – one (1) membrane tank, one (1) MicroClear™MB3-3L submerge membrane module with MicroClear™MCXL2 membrane cassettes, permeate extraction header, two (2) permeate extraction pumps, and two (2) air scouring blowers.

Supplementary Treatment Systems

- Chemical Dosing System
- Two (2) alum dosing pumps, two (2) caustic dosing pumps, two (2) acid dosing pumps, spill containments for chemical drums.

Disinfection System

- Two (2) train each with one (1) UV reactor

Sludge Management System

- One (1) 66,600 litres capacity in-ground sludge holding tank, one (1) aeration blower, and one (1) decanting pump.

Odor Control System

- One (1) activated carbon vessel

Final Effluent Disposal Facilities

- Effluent sewer from the UV/filter building to the outfall chamber discharging to the outflowing channel of Crestwood Lake.

WWTP – Phase 2 170m³/d

Secondary Treatment Systems

- One (1) addition membrane feed pump

Tertiary Treatment Systems

- Membrane Filtration System – one (1) membrane tank, one (1) MicroClear™ MB3-3L submerge membrane module with MicroClear™ MCXL2 membrane cassettes, permeate extraction header, two (2) permeate extraction pumps, and two (2) air scouring blowers.

including all other mechanical system, electrical system, instrumentation and control system, standby power system, piping, pumps, valves and appurtenances essential for the proper, safe and reliable operation of the Works in accordance with this Approval, in the context of process performance and general principles of wastewater engineering only.

all in accordance with the submitted supporting documents listed in Schedule A.

SCHEDULE 2

LEGAL DESCRIPTION OF THE LANDS

The subject lands affected by this agreement are known municipally as 99 Fourth Concession Road, are approximately 66 acres in area, composed of N/Part E ½ lot 19, 4th concession, part S ½ lot 19 3rd Concession Part NW corner lot 18 4th Concession and parts of road Allowances

plus

Part lot 19 concession 3 Burford part RDAL BTN con 3and4 Burford as in A439348 S/T the interest of the municipality country of Brant

DRAFT

SCHEDULE 3

MINISTRY OF ENVIRONMENT CERTIFICATE OF APPROVAL

(Attach Certificate of Approval)

ECA # A-500-1508282062 issued July 27, 2020. Copy available.

DRAFT

SCHEDULE 4

Site Servicing Plan 2044-2A

DRAFT

SCHEDULE 5
SCHEDULE OF COSTS
To be determined

DRAFT

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.