

WATER AND SANITARY SEWER SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 5TH DAY OF FEBRUARY, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter "North Huron")

AND

SEPOY WIRING LTD

(hereinafter "the Landowner")

WHEREAS the Landowner is the owner of lands located in the Municipality of Morris-Turnberry bearing legal description as outlined in Appendix "A";

AND WHEREAS North Huron is the owner and operator of a potable water and sanitary sewer system located within North Huron, serving residents of North Huron and others ("the System");

AND WHEREAS the Landowner wishes to connect into and obtain services of the System;

AND WHEREAS North Huron is in agreement with the Landowner connecting to and receiving services from the System based on certain terms and conditions;

NOW THEREFORE, this Agreement witnesseth that, in consideration of the mutual terms and conditions hereinafter set forth, the payment by each of the parties of the sum of Two Dollars (\$2.00), Canadian, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. North Huron grants to the Landowner permission to connect to and receive services from the System at the Landowner's sole expense. The connection and services shall be in accordance with the Fees and Charges established by North Huron, as amended from time to time. If a connection exists at the time of signing this agreement, the Landowner is required to provide a copy of the existing plumbing permit and final inspection. If a connection does not exist, the Landowner is required to provide a Plan prepared by an Ontario engineer retained by the Landowner, the Plan and location to be approved by North Huron's engineer.
2. North Huron hereby agrees to provide capacity in the amount of one (1) cubic meters (m3) per day for potable water and one (1) cubic meters (m3) per day for sewer services, subject to there being no unforeseen circumstances beyond North Huron's control. Unforeseen circumstances include, but are not necessarily limited to, a water line break and/or reduced flows to allow for maintenance and/or repairs.
3. This Agreement shall come into effect at the time both parties have signed and shall remain in effect until either party wishes to terminate the Agreement. The party wishing to terminate must provide written notice to the other party one (1) year in advance of a proposed termination date.
4. The Landowner shall provide to North Huron, prior to connection, such proof as North Huron may require of legal easements over any lands which may be required to facilitate such connection.
5. The Landowner will provide to North Huron proof of the existence of any legal agreement signed by the Municipality of Morris-Turnberry authorizing the installation in the municipality of any infrastructure required to permit the connection and access to service as well as a copy of any building permit if such permit is required.

6. Prior to the commencement of any work, the Landowner will provide to North Huron any approval required by the Ministry of the Environment, Conservation and Parks. The Landowner is also responsible to secure the necessary permissions for the inspection, maintenance, repairs, replacements and the installation of new infrastructure for services on public lands or easement outside of North Huron and obtain the necessary permissions for North Huron and its agents to enter on, over, into and under such land for such purposes provided that such lands shall be restored to their original condition upon the completion of such work.
7. The Landowner will pay all costs related to the connection and access to services, including any reasonable costs of North Huron, including, but not necessarily limited to water meter purchases and installation, and all legal, administration and engineering costs that North Huron may incur as a result of this Agreement.
8. Services to the property line and water meters are the property of North Huron and all inspections, maintenance, repairs, alterations, and replacement of a portion of the System shall be carried out by North Huron or its agents subject to the financial obligations of the parties herein.
9. The Landowner agrees that sanitary sewer services shall be designed and installed to strictly prevent the connection of foundation drains, roof leaders and any other surface or ground water from entering the sanitary sewer services. North Huron reserves the right to conduct periodic testing and measurement in respect to capacity of sewage at their cost. In the event it is determined that a violation of this provision has occurred, the Landowner is responsible for all testing and measurement costs and removal of the improper connection. If the Landowner fails to reimburse the Township testing and measurement costs within fifteen (15) days of request for reimbursement and/or remove the improper connection within fifteen (15) days of request to do so, North Huron may, at its option, declare this Agreement to be null and void. If the Agreement is declared null and void, North Huron reserves the right to disconnect the Landowner from the service.
10. Unless otherwise agreed upon, North Huron's engineering costs will include the cost of any study to determine adequate capacity in the System and for advising North Huron and reviewing any agreement to be entered into, reviewing the Landowner's plans and specifications and for construction inspection on behalf of North Huron.
11. North Huron will invoice the Landowner regularly for any reasonable costs incurred by North Huron for legal, administration and engineering and the Landowner shall reimburse North Huron within thirty (30) days of receipt of such invoice. The Landowner shall deposit with North Huron the sum of five thousand (\$5,000.00) dollars at the time of execution of this Agreement as a security for these costs, which security will be retained by North Huron. Upon completion of construction and approval of the service by North Huron, any unused balance of the securities shall be returned to the Landowner. The failure of the Landowner to pay such invoices within thirty (30) days of submission of the invoice will permit North Huron, at its sole discretion, to immediately cancel this agreement.
12. The Landowner shall employ professional engineers registered with the Association of Professional Engineers of Ontario. The engineer shall maintain all records of construction, advise North Huron's engineer of all constructions changes and prepare final, as constructed, drawings.
13. North Huron's engineer will be permitted access for any construction inspection as is necessary in the opinion of North Huron's engineer. The Landowner shall supply North Huron with a statutory declaration that all accounts for work and materials have been paid except for normal guarantee holdbacks and that there are no claims for liens or otherwise for such work done or materials supplied for or on behalf of the Landowner in connection with the installation.

14. Upon receipt of the Landowner's engineer's certificate that all of the works have been installed in accordance with the approved plans and specifications and a written request for a final inspection, North Huron's engineer has the right to inspect the work and, if satisfied will recommend approval be issued by North Huron.
15. It is understood that the issuance of an approval shall not relieve the Landowner from their responsibility for the continuance of the repair and maintenance of the infrastructure and the connection thereto. If the said infrastructure and connection on their lands fails for any reason, the Landowner shall repair the facilities on their lands immediately. North Huron's engineer shall have a right to inspect such repairs. North Huron may, at its option, declare this Agreement to be null and void if the Landowner fails to make such repairs within fifteen (15) days after written notice is given to the Landowner by North Huron. If the Agreement is declared null and void North Huron reserves the right to disconnect the Landowner from the service.
16. Costs for repairs or replacement to parts of the infrastructure that directly affect the System's ability to service the Landowner will be borne by the Landowner subject to any portions that may be paid by other parties. Connection Fees paid in accordance with the Township's Fees and Charges By-law at the time connection was made to the System, will be applied towards the repair and/or replacement cost. North Huron and its agents will be responsible for completing the repair.
17. In the event that the System and the connection thereto require repair or maintenance due to damage done by North Huron, its employees, contractors, servants or agents, such repairs or maintenance shall be performed by and at the expense of North Huron.
18. Where work described in Section 16 of this agreement is required and both parties agree to an upgrade or improvement beyond what is required to meet North Huron's standards, the costs shall be divided equally subject to any portions that may be paid by other parties. Where an upgrade or improvement beyond what is required to meet North Huron's standards is requested by one party only, the cost of a direct replacement to North Huron's standards shall, subject to any portions that may be paid by other parties, be borne entirely by the requesting party.
19. The Landowner shall indemnify North Huron, its employees, contractors, servants, agents and elected officials against all actions, suits, claims and demands whatsoever which may arise and for all damages, charges or expenses which may be incurred, sustained or paid by North Huron whatsoever which may arise either directly or indirectly by reason of the Landowner being permitted by this Agreement to connect to and obtain services from the System or otherwise by reason of the exercise of the permission hereby granted. This indemnification hereby provided for shall continue both before and after approval by North Huron and such approval shall not relieve the Landowner from the provisions of this clause.
20. Before the installation of the connection is commenced, the Landowner is to provide evidence of adequate public liability and property damage insurance in an amount and in a form satisfactory to the insurer for North Huron, which insurance shall show North Huron as an additional insured and shall be kept in effect during the currency of this Agreement.
21. After the connection to North Huron's services has been completed, the Landowner shall also pay on a continuing and ongoing basis the applicable 'Beyond Township Boundary' water and wastewater fees as outlined in the Township of North Huron's Fees and Charges By-law, as amended from time to time, save and except for the respective water and wastewater capital reserve fees. The amount will be billed bi-monthly by North Huron to the Landowner and shall be due and payable as indicated on such bills. Non-payment of such amounts within thirty (30) days after written notice is given by North Huron shall permit North

Huron at its option to declare this Agreement to be null and void. If the Agreement is declared null and void North Huron reserves the right to disconnect the Landowner from the service.

22. In the event the Landowner exceeds their allocated capacity for water and/or sewer services through excessive use for any billing cycle, the Landowner will be billed at a rate 3.0 times the applicable Fee and Charges rates for the excessive consumption.
23. In the event that the connection to the System has not been completed within one (1) year of the date of the signing of this Agreement, North Huron may, at its option, declare this Agreement to be terminated. Any outstanding North Huron costs to that date will be deducted from any deposit made by the Landowner.
24. This Agreement will be registered against the lands described in Appendix "A". The cost of registration shall be paid for by the Landowner.
25. The Landowner acknowledges that this Agreement is for the benefit only of the lands described in Appendix "A" attached hereto and agrees not to allow others to connect into the System.
26. The Landowner hereby agrees that sewage to be discharged under this Agreement shall meet the quality criteria as set out for sewage in the North Huron by-law or any subsequent by-law passed by North Huron.
27. The Landowner hereby agrees to provide, if requested by North Huron, at a mutually acceptable location, any automatic sampling equipment North Huron may deem necessary to monitor the quality of its sewage. For the purposes of ensuring that the sewage quality as set out above is complied with, the Landowner agrees to permit a person appointed by North Huron to, upon production of his identification, enter its lands to observe, measure the flow of sewage to any sewer and to collect any samples required.
28. In the event that the sewage does not meet the criteria as set out above, North Huron reserves the right to charge a surcharge on the sewage rate to cover the extra costs of treatment or at its discretion refuse to accept the sewage until such time as the quality meets current standards in North Huron's Sewage Use By-law.
29. At its own expense North Huron may conduct periodic sewer inspections and maintenance on infrastructure within the Landowner's boundaries by flushing the sewer to remove any build-up and conduct Closed Circuit Camera Videos (CCTV) inspections to check lateral services and mains. If the inspection identifies concern to North Huron, North Huron shall initiate a sewer repair for the sewer services located on the Landowner's lands and sewer services located within easements in favour of the North Huron within a reasonable period of time and subject to any portions of the repair that may be paid by other parties. Any dispute between the parties as to the necessity to undertake a sanitary sewer repair shall be resolved by an independent third-party consulting engineer retained and mutually agreed upon and paid for by the disputing party, and the decision of the third-party consulting engineer shall be binding upon the parties.
30. In the event either party wishes to amend the terms and conditions of this agreement they must notify the other party in writing and both parties must mutually agree to amending the terms and conditions of this agreement.
31. All disputes relating to matter in this Agreement shall be resolved with the following procedure unless directly addressed elsewhere in this Agreement:
 - (a) The party initiating the dispute shall give written notice to the other party advising of the issue and nature of the dispute;

- (b) Within ten (10) days of receipt by the other party of the notice, the North Huron Chief Administrative Officer, Head of Council and Deputy Head of Council shall meet to resolve the matter;
 - (c) If the dispute cannot be resolved within 45 days, the parties will jointly choose an independent third party to review the matter and make a decision. This can either be done informally or through a form of arbitration.
32. All notices to be given hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by prepaid registered mail or by electronic means to the following:
- The Corporation of the Township of North Huron:**
Attention: Clerk
274 Josephine Street, P.O. Box 90
Wingham, ON N0G 2W0
- Sepoy Wiring Ltd.:**
Rod Crich, Landowner
P.O. Box 547
Wingham, Ontario N0G 2W0
33. If any of the terms of this Agreement shall be found to be ultra vires, such terms shall be deemed to be severable, and the remainder of this Agreement shall be and remain in full force and effect.
34. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

SIGNED SEALED AND DELIVERED

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

Per: _____

Paul Heffer, Reeve

Per: _____

Carson Lamb, Clerk

We have the authority to bind the Corporation.

SEPOY WIRING LTD.

Per: _____

Rod Crich, Landowner

I have the authority to bind the Corporation.

APPENDIX "A"

WATER AND SANITARY SEWER SERVICES AGREEMENT

Roll Number:

406049002008003

Legal Description:

TURNBERRY PLAN 410 PT PARK; LOT 32 RP 22R5900 PARTS 2 TO 4, TURNBERRY WARD, MUNICIPALITY OF MORRIS-TURNBERRY

Civic Address:

249 Arthur Street, RR#2 Wingham, ON N0G 2W0