

PRIVATE WELL INTERFERENCE COMPLAINTS RESOLUTION AGREEMENT

THIS PRIVATE WELL INTERFERENCE COMPLAINTS RESOLUTION AGREEMENT (“**Agreement**”) is made as of _____, 2024 (the “**Effective Date**”).

BETWEEN:

The Corporation of the Township of Puslinch (the “**Township**”)

-and-

Triton Water Canada Holdings, Inc. (“**Triton**”)

RECITAL:

The parties wish to set out in this Agreement the procedure and terms on which complaints, if any, that may be raised by Well Owners about their wells being affected by Triton Operations, remediated by Triton.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. KEY DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (1) “**Agreement**” means this Private Well Interference Complaints Resolution Agreement as it may be amended from time to time.
- (2) “**Business Day**” means any day except Saturday, Sunday or a statutory holiday in the Province of Ontario.
- (3) “**Committee**” has the meaning given to it in Section 2(1).
- (4) “**Contractor**” has the meaning given to it in Section 5(1).
- (5) “**GRCA**” means the Grand River Conservation Authority.
- (6) “**including**” means to include without limitation.
- (7) “**PTTW**” means a Permit to Take Water under the Ontario Water Resources Act, R.S.O. 1990 and any applicable regulations, which is applicable to at least part of the Potential Well Interference Area.
- (8) “**Triton Operations**” means the present and future operations by Triton of Triton’s production water wells in the Township of Puslinch, County of Wellington, Ontario.
- (9) “**Well Owner**” means such owners from time to time who have a water supply well within the Potential Well Interference Area.
- (10) “**Potential Well Interference Area**” means the area defined in the attached **Schedule “A”**.

2. WELL PROTECTION COMMITTEE

- (1) The parties shall establish a committee called the “Well Protection Committee” (the “**Committee**”) comprised of five members (the “**Members**”) being:

- a. Two members appointed by Triton, one of which shall be the Chairperson of the Committee (each, a “**Triton Member**”);
- b. One member appointed by the Township (each, a “**Township Member**”);
- c. One member appointed by the GRCA who is a member of GRCA’s Board of Directors or professional staff (the “**GRCA Member**”); and
- d. One member appointed by the Ministry of Environment, Conservation and Parks (the “**MECP**”)

All Members should, to the extent reasonably possible, have a strong technical understanding of hydrogeology.

- (2) The Committee shall meet upon receipt of a Complaint in accordance with Section 6 of this Agreement or as determined by the Committee that a meeting is required. A quorum for a meeting shall be constituted by the attendance of at least:

- a. One Triton Member; and
- b. One Township Member.

Any Member of the Committee may call a meeting by providing ten days’ prior written notice to the Members of a meeting which shall include any relevant documentation or information. If a Member considers a situation to be urgent, ten days’ notice may be waived and a minimum of 24 hours written notice will suffice. Members may participate by telephone or by web-based or video conference call or other electronic means (and as a result be deemed to be in attendance) at the meeting of the Committee.

- (3) Any actions taken by the Committee shall require the approval of the majority of those in attendance at a meeting at which a quorum is constituted, subject to the jurisdiction of the MECP where applicable.
- (4) The purpose of the Committee is to review and discuss any outstanding Complaints (defined in Section 6, below) related to the Triton Operations.
- (5) The Chairperson of the Committee shall keep an active log of all correspondence and prepare and maintain minutes of each meeting. A copy of the minutes, correspondence and all information and documentation considered at the meeting shall be provided by the Chairperson to each of the Members. All records associated with the Committee shall be under the care and control of Triton. Notices, agenda, minutes, and materials supporting the work of the Committee shall only be made public in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 or other applicable legislation.

3. WELL OWNERS

- (1) At the Committee's reasonable request, Triton shall prepare and deliver to the Committee a list of the addresses of all current Well Owners. At the Committee's reasonable request, Triton, with the assistance of the Township, will update such list from time to time to reflect changes relating to the Well Owners.
- (2) Triton shall make commercially reasonable efforts to, within sixty (60) days of receiving a new PTTW or a renewal of any existing PTTW, send a package to each then-current Well Owner consisting of
 - A letter to the Well Owner describing the process to file a claim and this Agreement;
 - A copy of this Agreement;
 - A laminated card outlining the process it follows in case of a claim or problem;
 - Contact information; and
 - Such other information as may be approved by the Committee.

4. PRIVATE WELL ASSESSMENT

- (1) As part of its applications for a renewal of its PTTWs, where required by the permitting process, Triton will, at its expense, arrange for a well assessment to be conducted with respect to each Well Owner's well. The assessment may include: well location, type of casing and other well construction details, well depth, water level, depth of pump intake, condition of well and pump, history of water quantity and quality issues, source aquifer and municipal address. In conducting the assessment, public information, information from the Well Owners and, where appropriate, information from actual testing of the well in question will be included in the assessment.
- (2) Triton shall seek permission from the Well Owner to access the well, but no formal written site access agreement will be required by Triton, and Triton shall not be required to pay for access rights or to make a well accessible. If access to the well is limited or denied by the Well Owner, then the assessment will still be conducted to the extent possible, but the parties acknowledge that the assessment may be incomplete.

5. USE OF INDEPENDENT WELL CONTRACTORS

- (1) Triton shall, at its expense, enter into a contractual arrangement with up to two professional licensed well contractors (a "**Contractor**") to provide, if necessary, the services contemplated of Contractors under this Agreement on a seven day-a-week basis.
- (2) Triton shall deliver to each Contractor the addresses of the Well Owner and a description, including a map, of the Potential Well Interference Area

- (3) Triton shall also deliver to each Well Owner the contact information for one or more Contractors.
- (4) Triton shall provide the Township with the list of well contractors which have been retained by Triton under this Section.

6. WELL OWNER COMPLAINTS

- (1) If a Well Owner, in good faith, believes that the quantity or quality of the water from its well located within the Potential Well Interference Area is being adversely affected by Triton Operations (a “**Complaint**”), then the following procedure shall be followed:
 - a. The Well Owner shall contact, as soon as possible, one of the Contractors, who will subsequently notify Triton, to ensure Triton is immediately aware of the issue.
 - b. Such Contractor, at Triton’s costs, will respond to all calls within 24 hours after the Well Owner’s call.
 - c. The Contractor will deliver five (5) cases of bottled water (consisting of at least 60 litres in total) to the Well Owner at Triton’s cost within 24 hours after the Well Owner’s call.
- (2) Triton will instruct the Contractor to investigate the cause of the Complaint as soon as reasonably possible. Triton will continue to provide suitable alternate water supply to the Well Owner while the Contractor investigates.
- (3) If the Contractor determines that the cause of the Complaints is a mechanical issue or otherwise unrelated to the Triton Operations (a “**Non-Triton Issue**”), then the Contractor will issue a written report to that effect and deliver it to the Well Owner with a copy to the Committee, the Township and Triton. There will be no further action by Triton.
- (4) If, however, the Contractor determines that the well water has been adversely affected, and determines that the Complaint is not a Non-Triton Issue, then, Triton, at Triton’s cost, shall:
 - a. Make all reasonable steps to arrange for an alternative water supply; and
 - b. Arrange for a qualified independent consultant (which may be the Contractor) to undertake a scientific study of the Complaint. To the extent reasonably possible, Triton shall take the foregoing steps within twenty-four (24) hours after receiving the Contractor’s report.
- (5) The scientific study shall be documented in a written report (the “**Report**”), prepared in a timely manner and shall summarize all relevant information regarding the Complaint, its cause, and recommendations regarding possible mitigation. The Report must be signed and stamped by a Professional Geoscientist (P.Geo.) or Professional Engineer (P.Eng.) licensed in the Province of Ontario.
- (6) Triton shall direct the Contractor to promptly deliver a copy of the Report to the Well Owner.

- (7) If the Report concludes that the Complaint was caused by Triton Operation, then Triton shall also inform the Committee, and the Well Owner and Triton shall also promptly provide a copy of the Report to the appropriate Manager of the MECP. Subject to Section 6(8) below, Triton shall promptly take all reasonable steps to remedy the Complaint and shall promptly report the details and results of the remedial action to the Committee, the Well Owner and the Manager of the MECP.
- (8) Any complaints, whether caused by Triton or not, shall be logged by Triton and form part of its annual reporting requirements.
- (9) If the Well Owner limits or denies access to the Contractor or to the consultant engaged to do the scientific study contemplated above, then Triton shall not be responsible for remedying the Complaint raised by the Well Owner. Such access includes, as necessary or appropriate, such tests as may be required or appropriate to assist in determining the cause of the Complaint. The MECP shall be so notified.
- (10) In managing any Complaints, Triton shall comply with the terms of its applicable PTTWs.

7. TERM

This Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until Triton ceases to have any valid PTTWs applicable to the Potential Well Interference Area, at which point this Agreement shall immediately expire automatically. Notwithstanding the foregoing, either party may terminate this Agreement at any time, without cause or penalty, upon not less than six (6) months' written notice to the other party.

8. NOTICES

- (1) Any notice required or permitted to be given by either party under this Agreement to the other shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or overnight carrier service or email to the applicable address set out below:

- a. In the case of the Township, to:

The Corporation of the Township of Puslinch
7404 Wellington Road 34, Puslinch, ON
Attention: Courtenay Hoytfox, Clerk
Telephone: 519-763-1226 ext. 227
Fax: 519-763-5846
Email: choytfox@puslinch.ca

- b. In the case of Triton, to:

Triton Water Canada Holdings, Inc.
101 Brock Road South, Puslinch, ON

Attention: Andreeanne Simard,
Natural Resources Manager
Email: andreeanne.simard@bluetriton.com

(2) The contact information for the Manager of the MECP is:

Ontario Ministry of Environment, Conservation and Parks
135 St Clair Ave W, Toronto, ON
Attention: Neil Taylor, Director Section 34.1, Ontario Water Resources
Act, R.S.O. 1990
Telephone: 416-388-0961
Email: neil.m.taylor@ontario.ca

- (3) Any notice delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the third Business Day following the date of mailing. Any notice sent by overnight carrier or email shall be deemed to have been validly and effectively given on the day it is sent if sent before 4:00 p.m. but if after 4:00 p.m., then on the next Business Day.
- (4) Either party may from time to time, by notice to the other, change its address for any notices under this Agreement.

9. GENERAL

- (1) The parties agree to cooperate in the implementation of this Agreement with the intent that good faith complaints from Well Owners should be addressed promptly, fairly, and reasonably on their merits. Each party shall do such further things and execute such further documents as may be reasonably required by the other party to implement the intent of this Agreement.
- (2) The parties shall act reasonably throughout this Agreement. In the event of any dispute between the parties, the parties agree to submit the dispute to non-binding mediation prior to the pursuing of any other civil remedies.
- (3) This Agreement shall enure to the benefit of, and bind, the parties to it and their respective successors and permitted assigns provided that the Township shall not assign this Agreement (other than to a successor municipality) without the prior consent of Triton, which consent shall not be reasonably withheld.
- (4) A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a part in respect of any default, breach, or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach, or non-observance (whether of the same or any other nature).

- (5) No amendment of this Agreement will be effective unless made in writing and signed by the parties.
- (6) This Agreement is in addition to, and does not replace, or supersede, any rights a Well Owner may have at law or in equity, including under municipal, provincial or federal statutes regulations.
- (7) This Agreement shall be solely for the benefit of the Township and Triton only. No Well Owner is party to this Agreement or have any rights under this Agreement including as a third-party beneficiary.

10. INDEMNIFICATION

- (1) Triton covenants and agrees that it shall indemnify, defend and save harmless the Township from any liability, cost, demands, damages, expenses, claims and suits to the extent arising out of or related to Triton's negligence of its obligations to carry out of the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Township. This indemnity shall survive the early termination of or expiry of this Agreement.
- (2) The Township covenants and agrees that it shall indemnify, defend and save harmless Triton from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the Township to carry out of the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of Triton. This indemnity shall survive the early termination of or expiry of this Agreement.

11. INTERPRETATION

- (1) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of it and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of it.
- (2) Any provisions of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (3) The division of this Agreement into Sections, the insertion of headings, and the provision of any table of contents, are for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (4) Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

- (5) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.
- (6) This Agreement is enforceable when signed by both parties hereto and may be signed in counterparts. Signatures signed or sent electronically will be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed and deliver this Agreement as of the Effective Date.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

By: _____
NAME:
TITLE: Mayor
DATE:

By: _____
NAME:
TITLE: Interim CAO
DATE:

We have the authority to bind the Corporation.

TRITON WATER CANADA HOLDINGS, INC.

By: _____
NAME
TITLE
DATE

I have the authority to bind the Corporation.

Schedule A

Potential Well Interference Area

