

THIS AGREEMENT made this 15th day of December 20, 2020

BETWEEN:

ADAM and AMY JOHNSON  
Hereinafter called the "Owners"

OF THE FIRST PART

AND:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES  
Hereinafter call the "Municipality"

OF THE SECOND PART.

WHEREAS, the Owners wish to have their residence served by a sewage holding tank;

AND WHEREAS Section 8.8.1.2 of the *Building Code* governs the installation and use of Class 5 sewage systems, which rely on the use of sewage holding tanks;

AND WHEREAS the Owners have asked the Municipality to provide the undertaking required by the legislation;

AND WHEREAS the Municipality is prepared to grant the Owner's request, provided the following conditions are met:

1. Municipal approval be obtained for the installation of a Class 5 system on 7512 Riverside Drive which is confirmed by the signing and registration of this agreement on title.
2. A septic permit be obtained. (Fee is \$500.00) which includes a Professional Engineer Design/Report.
3. All Ausable Bayfield Conservation Authority requirements are met.
4. A written agreement for the disposal of sanitary sewage from the septic system shall be entered into with a certified sewage hauler/operator and a copy be provided to the County of Lambton and the Municipality of Lambton Shores. This agreement shall remain in place for the life of the system.
5. The system shall be equipped with a device that shall produce an audible and visual warning alarm so located to warn when the sewage system is nearing capacity.

6. The system shall be vented accordingly as per Part 7 of the Ontario Building Code.
7. The Owners acknowledge in writing that they accept the sole responsibility for the operation of the Class 5 septic system and will maintain insurance which covers liability resulting from damage caused by spills.
8. The Owners shall notify all future purchasers, leasers or renters of this property that a holding tank is being utilized on this property and must be maintained as required under the *Ontario Building Code*.
9. The septic be in the location be approved by the Ausable Bayfield Conservation Authority.
10. The proposed works will be adequately flood proofed to ensure that the tank and dwelling will not be adversely impacted should the tank be submerged in a flood situation.
11. Excess fill will be removed off-site.
12. No development works, site alteration, fill placement, equipment use, etc. will only be completed as per Ausable Bayfield Conservation Authority approval.
13. All disturbed areas should be stabilized and returned to original condition or better.
14. In the event that municipal sewers are installed to service the area, the Owners agree to connect to municipal sewers as soon as they become available for the property and pay all applicable connection and frontage fees, and agrees to remove the existing holding tank.
15. The Owners agree to register this agreement on the title of the said lands prior to the approval of the septic permit.

## OWNERS COVENANTS

The Owners hereby covenant to do the following:

- a) It shall indemnify and save harmless the Municipality from all expenses incurred by the Municipality in the administration and enforcement of this agreement;
- b) In the event that the holding tank malfunctions or reaches its capacity, or the agreement for the continuous removal and disposal of sewage terminates for any

reason, the Owners agree to notify the Municipality and shall immediately evacuate the building and not use the building until the condition giving rise to the obligation to notify has been rectified to the satisfaction of the Municipality.

#### INDEMNITY

The Owners shall hold the Municipality harmless from and against any and all claims for injury or loss resulting from the exercise or purported exercise of the rights granted by this agreement and shall list the County of Lambton and the Municipality of Lambton Shores as additional insureds on the liability insurance certificate required in Section 7.

#### ASSIGNMENT

The Owners are not permitted to assign its rights or obligations under this Agreement without the written consent of the Municipality.

#### SEPARATE COVENANTS

All of the provisions of this Agreement are intended to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the Agreement and its remaining provisions as though the unlawful or unenforceable provision had not been included.

#### NOTICE

Any notice or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person whom it is to be given at the appropriate address set out below:

To the Owners:  
Adam and Amy Johnson  
7512 Riverside Drive  
c/o 8432 Pauline Crescent  
Strathroy, ON N7G 3H8

To the Municipality:  
Municipality of Lambton Shores  
7883 Amtelecom Parkway  
Forest, ON N0N 1J0

Or such other address as may be furnished by such person, and such notice or other communication shall be deemed effective, as the case may be, at the time of delivery thereof or four (4) business days after the date of mailing thereof.

#### GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

#### BINDING

This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED )

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OWNER – Adam Johnson  
  
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) \_\_\_\_\_  
OWNER – Amy Johnson  
  
)

) THE CORPORATION OF THE  
) MUNICIPALITY OF LAMBTON  
) SHORES  
  
)

) \_\_\_\_\_  
) MAYOR – Bill Weber  
  
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) \_\_\_\_\_  
) CLERK – Stephanie Troyer-Boyd  
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