

PRIVATE WELL INTERFERENCE PROTOCOL

Overview

The purpose of this Private Well Interference Protocol (the “**Protocol**”) is to set out the procedures that should be followed if and when Complaints are made by Well Owners about their wells being adversely affected by White Wolf Operations.

1. Definitions

In this Protocol, unless the context otherwise requires:

- (a) “Business Day” means any day except Saturday, Sunday or a statutory holiday in the Province of Ontario.
- (b) “Committee” has the meaning given to it in Section 2(a).
- (c) “Complaint” has the meaning given to it in Section 6.
- (d) “Contractor” has the meaning given to it in Section 5(a).
- (e) “GRCA” means the Grand River Conservation Authority.
- (f) “GRCA Member” has the meaning given to it in Section 2(a).
- (g) “including” means to include without limitation.
- (h) “MECP” means the Ministry of Environment, Conservation and Parks.
- (i) “Member(s)” has the meaning given to it in Section 2(a).
- (j) “Non-White Wolf Issue” has the meaning given to it in Section 6(c).
- (k) “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.
- (l) “Report” has the meaning given to it in Section 6(d).
- (m) “White Wolf” means White Wolf Property Management Inc.
- (n) “White Wolf Member” has the meaning given to it in Section 2(a).
- (o) “White Wolf Operations” means the present and future operations by White Wolf of White Wolf’s water wells in the Township.
- (p) “Well Owner” means such owners from time to time who have a water supply well within the Potential Well Interference Area.

(q) “Potential Well Interference Area” means the area defined in the attached Schedule “A”.

(r) “Township” means the Township of Puslinch in the County of Wellington in the Province of Ontario.

(s) “Township Member” has the meaning given to it in Section 2(a).

2. Well Protection Committee

(a) The parties shall establish a committee called the “Well Protection Committee” (the “Committee”) comprised of five members (each, a “Member” and, collectively, the “Members”) being:

- (i) Two members appointed by White Wolf, one of which shall be the Chairperson of the Committee (each, a “White Wolf Member”);
- (ii) One member appointed by the Township (each, a “Township Member”);
- (iii) One member appointed by the GRCA who is a member of GRCA’s Board of Directors or professional staff (the “GRCA Member”); and
- (iv) 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.

(b) The Committee shall meet upon receipt of a Complaint in accordance with Section 6 of this Protocol 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:

- (i) One White Wolf Member; and
- (ii) 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.

(c) 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.

(d) The purpose of the Committee is to review and discuss any outstanding Complaints related to the White Wolf Operations.

(e) 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 White Wolf. 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

(a) At the Committee's reasonable request, White Wolf shall prepare and deliver to the Committee a list of the addresses of all current Well Owners. At the Committee's reasonable request, White Wolf, with the assistance of the Township, will update such list from time to time to reflect changes relating to the Well Owners.

(b) White Wolf 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 make a Complaint;
- A copy of this Protocol;
- A laminated card outlining the process it follows in case of a Complaint;
- Contact information; and
- Such other information as may be approved by the Committee.

4. Private Well Assessment

(a) As part of its applications for a renewal of its PTTWs, where required by the permitting process, White Wolf 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.

(b) White Wolf shall seek permission from the Well Owner to access the well, but no formal written site access agreement will be required by White Wolf, and White Wolf 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

(a) White Wolf 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.

(b) White Wolf shall deliver to each Contractor the addresses of the Well Owner and a description, including a map of the Potential Well Interference Area.

(c) White Wolf shall also deliver to each Well Owner the contact information for one or more Contractors.

(d) White Wolf shall provide the Township with the list of well contractors which have been retained by White Wolf under this Section.

6. Well Owner Complaints

(a) 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 White Wolf Operations (a “Complaint”), then the following procedure shall be followed:

(i) The Well Owner shall contact, as soon as possible, one of the Contractors, who will subsequently notify White Wolf, to ensure White Wolf is immediately aware of the issue.

(ii) Such Contractor, at White Wolf’s, will respond to all calls within 24 hours after the Well Owner’s call.

(iii) The Contractor will deliver five (5) cases of bottled water (consisting of at least 60 litres in total) to the Well Owner at White Wolf’s cost within 24 hours after the Well Owner’s call.

(b) White Wolf will instruct the Contractor to investigate the cause of the Complaint as soon as reasonably possible. White Wolf will continue to provide suitable alternate water supply to the Well Owner while the Contractor investigates.

(c) If the Contractor determines that the cause of the Complaint is a mechanical issue or otherwise unrelated to the White Wolf Operations (a “Non-White Wolf 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 White Wolf. There will be no further action by White Wolf.

(d) If, however, the Contractor determines that the well water has been adversely affected, and determines that the Complaint is not a Non-White Wolf Issue, then, White Wolf, at White Wolf’s cost, shall:

- (i) Make all reasonable steps to arrange for an alternative water supply;
- (ii) Arrange for a qualified independent consultant (which may be the Contractor) to undertake a scientific study of the Complaint. To the extent reasonably possible, White Wolf shall take the foregoing steps within twenty-four (24) hours after receiving the Contractor’s report.
- (iii) 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.

(e) White Wolf shall direct the Contractor to promptly deliver a copy of the Report to the Well Owner.

(f) If the Report concludes that the Complaint was caused by White Wolf Operations, then White Wolf shall also inform the Committee, and the Well Owner and White Wolf shall also promptly provide a copy of the Report to the appropriate Manager of the MECP. Subject to Section 6(h) below, White Wolf 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.

(g) Any complaints, whether caused by White Wolf or not, shall be logged by White Wolf and form part of its annual reporting requirements.

(h) If the Well Owner limits or denies access to the Contractor or to the consultant engaged to do the scientific study contemplated above, then White Wolf 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.

(i) In managing any Complaints, White Wolf shall comply with the terms of its applicable PTTWs.

7. Duration of this Protocol

This Protocol shall remain in effect until White Wolf ceases to have any valid PTTWs applicable to the Potential Well Interference Area, at which point this Protocol shall immediately come to an end. Notwithstanding the foregoing, either White Wolf or the Township may withdraw from this Protocol at any time, without cause or penalty, upon not less than six (6) months' written notice to the other party.

8. Notices

(a) Any notice required or permitted to be given by either party under this Protocol 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:

(i) 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

(ii) In the case of White Wolf, to:

White Wolf Property Management Inc.

485387 30 Sideroad, Shelburne, Ontario, L9V 3N5

Attention: Teresa Fleming, Regulatory Manager

Telephone: 519-925-2929 ext. 286

Fax: 519-925-4029

Email: tfleming@whitewolfpropertymanagement.ca

(b) 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: Adam Leus, Sr. Manager, Brownfields and Permit To Take Water

Telephone: 416-401-6321

Email: Adam Leus@ontario.ca

(c) 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.

(d) Either party may from time to time, by notice to the other, change its address for any notices under this Protocol.

9. General

(a) White Wolf and the Township agree to cooperate in the implementation of this Protocol with the intent that good faith Complaints from Well Owners should be addressed promptly, fairly, and reasonably on their merits. White Wolf and the Township 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 Protocol. (b) No amendment of this Protocol will be effective unless made in writing and signed by White Wolf and the Township.

(c) This Protocol shall be solely for the benefit of the Township and White Wolf only. No Well Owner is party to this Protocol or have any rights under this Protocol including as a third-party beneficiary.

10. Indemnification

(a) White Wolf will 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 White Wolf's negligence of its obligations to carry out of the work or otherwise meet the obligations provided for in this Protocol, 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 termination of this Protocol.

(b) The Township will indemnify, defend and save harmless White Wolf 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 Protocol, 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 White Wolf. This indemnity shall survive the termination of this Protocol.

Schedule A

Potential Well Interference Area

