

THIS SEWAGE TREATMENT AGREEMENT made this 3rd day of April, 2000.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called the "City")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF MIDDLESEX CENTRE
(Hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the City has agreed to provide sewage treatment services to the Township for the "Arva Sewage Service Area" as described in Schedule "A" to this Sewage Treatment Agreement upon the terms and conditions as set forth in this Sewage Treatment Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises the parties mutually covenant and agree each other with the other as follows:

1. The Township agrees that sanitary sewage treatment services will only be for existing development in the Arva Sewage Service Area pending finalization of negotiations on the staging of development in the growth area to be completed no later than June, 2000 and that there shall be no extension of its sanitary sewer system beyond the limits of the Arva Sewage Service Area without the approval in writing of the City.
2. The City shall make available to the Township a sanitary sewer trunk main connection (hereinafter referred to as the "trunk main connection") at the intersection of Richmond Street and Plane Tree Drive within the City. The trunk main connection shall consist of a personnel maintenance entry point, generally known as a manhole, into which sewage from the Arva Sewage Service Area will be pumped and a trunk sewer pipe through which such sewage can flow by gravity from such personnel maintenance entry point to the City's sanitary sewer system.
3. The Township shall provide, at the entire expense of the Township, the trunk main connection, together with all connections thereto, in a location and of a design and quality of workmanship to the satisfaction of the City, and the City will use reasonable diligence to receive sewage therethrough for treatment by the City.
4. The Township shall, at its expense, supply everything required for the installation and maintenance of the sanitary sewer system in the Arva Sewage Service Area, including connections, services, other appurtenances and easements as required.
5. The Township shall, at its expense, supply everything required for the installation and maintenance of a sanitary sewer force main (hereinafter referred to as the "force main") which is not to exceed six (6") inches in diameter along Richmond Street, being Highway No. 4, connecting the Township's sanitary sewer system in the Arva Sewage Service Area to the trunk main connection, including all appurtenances. The City shall provide to the Township, for the purpose of installing and maintaining such force main, access to Richmond Street from the location of the trunk main connection to the boundary between the City and the Township, all as provided in paragraph 10 of this Sewage Treatment Agreement.
6. In connection with the force main, the Township shall, at its expense, supply everything required for the installation and maintenance of pumping station (hereinafter referred to as the "pumping station") to be located on land owned by the Township in the Arva Sewage Service Area. With the pumping station the Township shall, at its expense, install and maintain meter equipment and ancillary apparatus which may be of sufficient design and capacity to accurately record, store and transmit pumped sewage volume data as required by the Township. The Township shall supply and maintain as part of such meter equipment such master meter or meters as, in the opinion of the City, shall be proper for the services to be supplied.
7. If the said master meter shall fail to record, store and/or transmit pumped sewage volume data, the Township shall forthwith notify the City and proceed with the repair of the said master meter; and, until the said master meter is repaired or replaced, the City shall be entitled to

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estimate sewage flows on the basis of the four (4) months prior to the date when the City and/or the Township becomes aware of the failure of the said master meter and the Township shall pay for the said estimated sewage flows accordingly.

8. Sewage discharged by the Township through the force main into the trunk main connection shall comply with the City's Sewer Discharge By-law, as the same may be amended from time to time.
9. The City shall use reasonable diligence at all times to receive for treatment sewage from the Arva Sewage Service Area but, in the event that the City is unable to do so, the City shall not in any way be liable for any loss, costs or damages which the Township and/or any owner or occupant of any land, building or structure within the Arva Sewage Service Area may suffer for or by reason of or on account of any matter or thing whatsoever arising out of anything done or purported to be done under this Sewage Treatment Agreement, including any neglect to perform any of the provisions of this Sewage Treatment Agreement to receive for treatment sewage as herein provided; and herein provided, failure or partial failure to receive for treatment sewage as herein provided; and the Township shall, at all times, indemnify and save harmless the City from all loss, costs and damages in respect thereof.
10. The Township shall have the right exercisable upon the date hereof and thereafter at any time and from time to time to lay and construct the force main, which is not to exceed six (6") inches in diameter, in, over, along and upon that portion of the Richmond Street road allowance between the trunk main connection, through the north boundary of the City, to the Township's sanitary sewer system in the Arva Sewage Service Area in accordance with the plans and specifications approved by the City, in accordance with good engineering practice, and in accordance with the future plans of the City for area roads, water mains, storm and sanitary sewers. The precise location of the force main on the road allowance shall be the subject of consultation between the engineers representing the City and the Township respectively and shall be agreed upon by the City and the Township.
11. The Township shall undertake the construction and completion of the force main along the Richmond Street road allowance, as aforesaid, in a good and workmanlike manner and without undue delay but subject nevertheless to any delays by reason of causes beyond its reasonable control. In addition, the Township shall be responsible for traffic control where such is made necessary by construction. The Township in the exercise of its rights to lay, construct, maintain and operate the force main shall restore the entire surface, including the ground, roadways and ditches, to the condition equal to or better in which they existed at the time of each and every entry upon the road allowance, including abutting owners' driveways being accessible at all times.
12. Upon completion of the construction of the trunk main connection by the Township, such completion of construction to be approved by the City, all right, title and interest in that part of the trunk main connection shall be vested in and owned absolutely by the City which thereafter the City shall be responsible for maintaining, repairing, replacing, inspecting and operating the trunk main connection in perpetuity.
13. The Township shall indemnify and hold the City harmless from and against all claims, demands, losses, costs, damages, actions, suits and proceedings arising out of or attributable to the laying and constructing of the force main and resulting from the negligent act or omission of the Township or anyone for whose acts it may be responsible in law.
14. The Township shall submit to the City drawings and specifications for the trunk main connection, the force main, the pumping station, and the master meter or meters and shall receive the City's approval before proceeding to commence construction.
15. The Township shall install the trunk main connection, the force main, the pumping station, and the master meter or meters to the satisfaction of the City. The City may at its sole discretion:

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- 15.1 provide supervision of construction of the trunk main connection and such parts of the construction of the force main as is located within the territorial limits of the City of London, at the expense of the Township, or
- 15.2 require the Township to provide an Engineer's Certificate certifying such construction has been constructed according to the plans and specifications approved by the City.
16. With respect to any work on the trunk main connection or on those parts of the force main within the boundaries of the City, the Township is bound in the performance of such work by "The City of London Standard Contract Documents for Municipal Construction Projects - Latest Revisions", as it may be amended from time to time; the City shall give notice, in writing, to the Township of all amendments as the same are promulgated; any breach thereof shall constitute a breach of this Sewage Treatment Agreement.
17. In the event of an emergency when it is immediately necessary to prevent damage or hardship to persons or property, the City shall have the right to inspect and repair, if necessary, the force main and the pumping station, or either of them.
18. The Township agrees to maintain and test the above mentioned master meter or meters in accordance with the normal testing programmes of the City.
19. The Township may forthwith proceed to construct the force main and the necessary sanitary sewers and other appurtenances within the Arva Sewage Service Area and the Township agrees to keep and maintain the same in good condition and repair.
20. The City will render to the Township bi-monthly accounts for the sewage received by the City for treatment by the City through the said master meter or meters based on the actual flows through such meter or meters.
21. The Township agrees to pay for the said sewage so received for treatment at the rates effective at the time of billing on or before the due date indicated. If the said amounts are not paid within the said time, there shall be added a penalty of 5% of the account rendered.
22. The rate for the receipt by the City of sewage for treatment at the date of this Sewage Treatment Agreement shall be \$0.0224 per cubic foot of sewage received for treatment at the trunk main connection, being the equivalent of about 0.079 cents per litre which is the equivalent of the City's current sewer improvement tax rate charge to residential users within the City of London during 2000. The rate for the receipt by the City of sewage for treatment shall be adjusted from time to time so as to be comparable to what the City's charges to comparable users within the boundaries of the City of London.
23. The Township agrees to allow the City to check the accuracy of the above mentioned master meter from time to time and as may be reasonably required, against billed usage; and the City and the Township agree to re-adjust the accounts to ensure that the Township is billed for sewage actually received by the City for treatment.
24. The City will not be required under this Sewage Treatment Agreement to receive for treatment at the trunk main connection more than an average of 175 cubic metres sewage per day, based on a two month rolling average; and, in consideration of the payment by the Township to the City of \$129,512.25 at the time when the pumping station and force main are substantially complete, meaning ready for their intended purpose, the City will reserve within its sanitary sewer and sewage treatment facilities such sewage treatment capacity for the Arva Sewage Service Area.

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25. The City and the Township may mutually agree to increase the 175 cubic metres sewage per day reserved capacity referred to in paragraph 24 and the following shall apply to the amount to be paid by the Township to the City in order to reserve any such additional sewage treatment capacity:

25.1 In the case that the increased capacity is to be used for development that was in existence on January 1st, 2000, then the amount to be paid by the Township to the City at the time of the mutual agreement shall be determined based on the cost to the City of the City's then most recent sewage treatment plant expansion, as adjusted to take account of changes in construction costs since such most recent expansion;

25.2 In the case that the increased capacity is to be used for post-January 1st, 2000 development, then the amount to be paid by the Township to the City at the time of the mutual agreement shall be determined on the basis of the greater of:

25.2.1 the amount of the sewage treatment component of the City's Development Charges By-law in effect at that time, and

25.2.2 the average of the amounts of the sewage treatment components of the Township's Development Charges By-laws that apply to the communities of Komoka/Kilworth and Ilderton in effect at that time.

26. In the event of a Township and City restructuring, by amalgamation, annexation, or other Provincial Order, that alters the municipal jurisdictional governance for the area of the Arva Sewage Service Area and for the location of the force main, the pumping station, and the master meter or meters, or any one or more of them, then this Sewage Treatment Agreement shall be amended or terminated according to the circumstances. Such amendment or termination, as may be provided for in the restructuring arrangements or Order, should include provisions for continued collection, receiving and treatment of sewage from the Arva Sewage Treatment Area, and for the financial obligations thereto related.

27. The Township acknowledges and agrees that the City shall have the right at all times in the City's sole discretion to restrict the amount of sewage it will receive for treatment under this Sewage Treatment Agreement in the event that there should be a shortage in treatment capacity or a maintenance problem affecting the City's sanitary sewer collection and treatment system. The City agrees that any such restrictions imposed upon the Township shall be comparable in the same proportion and duration to those imposed by the City within the City of London.

28. If the Township defaults, repeatedly and persistently, in its obligations under this Sewage Treatment Agreement in a material way that puts or has put at risk the health or safety of any person, then the City may terminate this Sewage Treatment Agreement; provided however that, if the alleged failure to comply is in good faith disputed by the Township, the City will not terminate until the said failure to comply is established by a panel of three (3) arbitrators, one of which shall be appointed by the Township, one by the City and a third, who shall act as Chairman, to be named by the Township and the City and provided further that, if such panel determines that the Township is in default, then the City will not terminate until the Township has been given a reasonable time to rectify the disputed default.

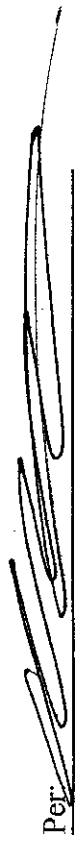
29. This Sewage Treatment Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

THE CORPORATION OF THE CITY OF LONDON

Per: 

Dianne Haskett, Mayor

Per: 

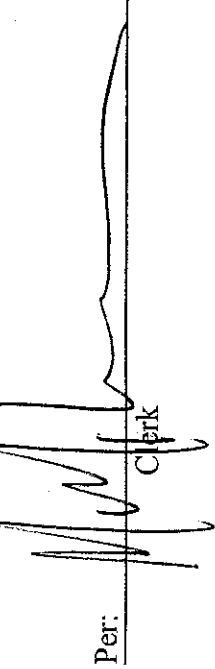
R.J. Tolmie, Deputy City Clerk

THE CORPORATION OF THE TOWNSHIP
OF MIDDLESEX CENTRE

Authorized by By-law
Number 2000-035 passed
by Council on the 12th day
of April 2000-04-12

Per: 

Mayor

Per: 

Clerk

**TOWNSHIP OF MIDDLESEX
CENTRE**

**AMENDED/REPEALED
BY AGREEMENT**

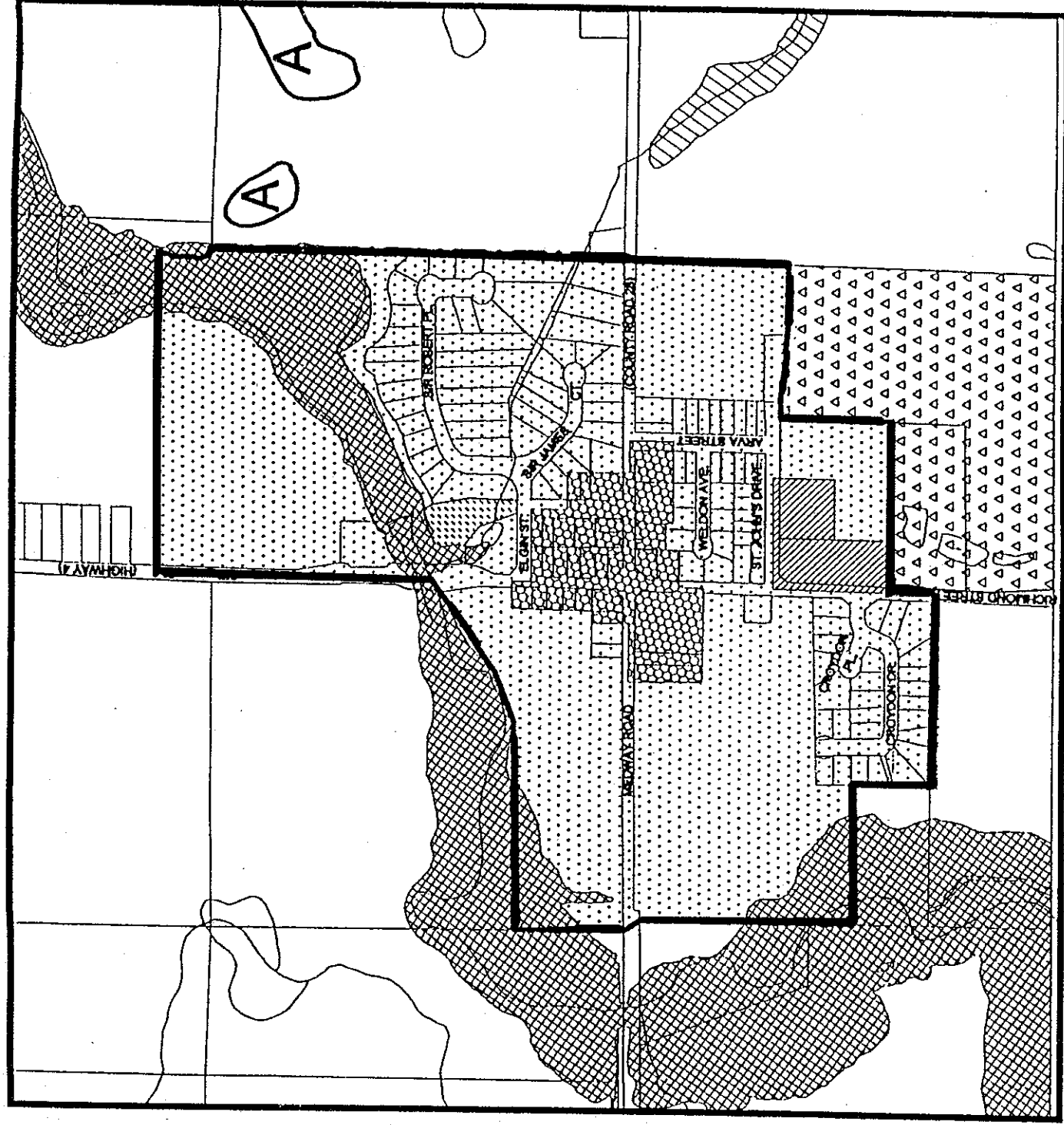
DATE JUNE 21 2000

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SCHEDULE "A"

ARVA SEWAGE SERVICE AREA



Legend

- Boundary of Arva Sewage Service Area

SCALE 1:10,000

THIS SEWAGE TREATMENT AMENDING AGREEMENT made this 21st day of June 2000.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called the "City")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF MIDDLESEX CENTRE
(Hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the City and the Township have entered into a Sewage Treatment Agreement dated April 3rd, 2000;

AND WHEREAS Clause 1 of the said Agreement requires the finalization of negotiations on the staging of development in the Arva hamlet growth area to be completed no later than June, 2000;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH THAT in consideration of the premises the parties mutually covenant and agree each other with the other as follows:

1. Pursuant to the terms and conditions of the April 3, 2000 Sewage Treatment Agreement between The Corporation of the City of London and The Corporation of the Township of Middlesex Centre, the provision of sewage services for new development post-January 1st, 2000) within the Arva Sanitary Sewage Service Area will be staged as follows:

Residential:

Services will be provided for a maximum of 10 new residential units per year.

Commercial:

Services will be provided for up to 1,000 square metres (10,764 sq. ft.) of new commercial floor space in any given year, with the total amount of new floor space not to exceed 4,500 square metres (48,439 sq. ft.) over a 10 year period.

2. All other terms and conditions as outlined in Clauses 2 through 29 of the said Agreement shall remain and be in effect.

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

THE CORPORATION OF THE CITY OF LONDON

TOWNSHIP OF MIDDLESEX
CENTRE

AMENDED/REPEALED
BY AG 4003 M/007

DA. August 15 2001

Per: Am. De Cicco
For Mayor

Dianne Heskett, Mayor

Per: R. J. Tolmie
City Clerk

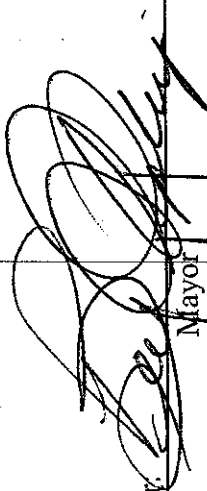
R.J. Tolmie, Deputy City Clerk

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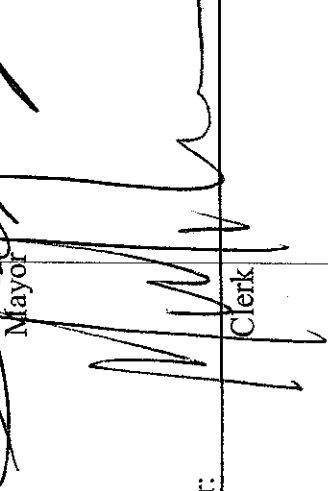
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**THE CORPORATION OF THE TOWNSHIP
OF MIDDLESEX CENTRE**

Authorized by By-law
Number 2000-049 passed
on the 5th day of July, 2000

Per: 

Mayor

Per: 

Clerk

THIS SEWAGE TREATMENT AMENDING AGREEMENT made this 15th day of August 2001.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called the "City")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF MIDDLESEX CENTRE
(Hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the City and the Township have entered into a Sewage Treatment Agreement dated April 3rd, 2000;

AND WHEREAS the said agreement was amended by an Agreement dated the 21st day of June 2000;

AND WHEREAS the Parties deem it desirable to further amend the said Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH THAT in consideration of the premises the parties mutually covenant and agree each with the other as follows:

1. Pursuant to the terms and conditions of the April 3, 2000 Sewage Treatment Agreement between The Corporation of the City of London and The Corporation of the Township of Middlesex Centre, the provision of sewage services for new development (post-January 1st, 2000) within the Arva Sanitary Sewage Service Area will be staged as follows:

Residential:

Services will be provided for an average equivalency of 10 new residential units per year, with the total number not to exceed an equivalent of 50 residential units during each 5 year period. The equivalency of new residential units is calculated as follows using the Township of Middlesex Centre Development Charges Background Studies report dated June 29, 1999 as amended August 4, 1999:

A.	Single and Semi-Detached – 3 bedroom +	(3.55 p.p.u.)	= 1.00 unit
B.	Single and Semi-Detached – 1 & 2 bedroom	(2.20 p.p.u.)	= 0.61 unit
C.	Apartments – 2 bedroom +	(1.80 p.p.u.)	= 0.50 unit
D.	Apartments – bachelor and 1 bedroom	(1.40 p.p.u.)	= 0.39 unit
E.	Other Multiples – 3 bedroom +	(2.80 p.p.u.)	= 0.78 unit
F.	Other Multiples – 1 & 2 bedroom	(1.90 p.p.u.)	= 0.53 unit

Commercial:

Services will be provided for up to 1,000 square metres (10,764 sq. ft.) of new commercial floor space in any given year, with the total amount of new floor space not to exceed 4,500 square metres (48,439 sq. ft.) over a 10 year period.

2. All other terms and conditions as outlined in Clauses 2 through 29 of the said Agreement shall remain and be in effect.

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

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THE CORPORATION OF THE CITY OF LONDON

Per: AM DeLucco
Mayor **Arne Marie DeCiocco, Mayor**
~~G.H. Hallman~~
~~Manager of Legislative Services~~

Per: G.H. Hallman
City Clerk
G.H. Hallman
Manager of Legislative Services

THE CORPORATION OF THE TOWNSHIP
OF MIDDLESEX CENTRE

Authorized by By-law
Number 2001-116 passed
on the 15th day of August, 2001

Per: [Signature]
Mayor

Per: [Signature]
Clerk