



**Municipality of Middlesex Centre
By-Law 2018-064**

Being a by-law to authorize the Mayor and Clerk to execute a Cost Sharing Agreement between the municipality of Middlesex Centre and Kilworth Heights West Ltd.

WHEREAS Section 9 of the Municipal Act 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

WHEREAS the Municipality of Middlesex Centre and Kilworth Heights West Ltd. will be entering into a subdivision agreement in connection with the development known as KHW Phase I; and

WHEREAS the Council of the Municipality of Middlesex Centre deems it advisable and expedient to enter into a cost sharing agreement with Kilworth Heights West Ltd.. in accordance with the subdivision agreement;

THEREFORE, The Council of the Municipality of Middlesex Centre enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized and directed to execute all Agreements and documents relating to the Cost Sharing Agreement with Kilworth Heights West Ltd., as required from time to time.
2. THAT this By-law shall come into force and take effect upon the final passing thereof.

Passed this 25th day of July, 2018.

Al Edmondson, Mayor

Ann Wright, Clerk

THIS COST SHARING AGREEMENT made this ____ day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of **London** and the County of Middlesex (hereinafter referred to as the "**KHW**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

WHEREAS KHW is the owner of the lands (hereinafter referred to as the "**KHW Land**") more particularly described on Schedule "A" and KHW proposes to develop by plan of subdivision that part of the Lands (hereinafter referred to as the "**KHW Phase I Land**") more particularly described in Schedule "B".

AND WHEREAS KHW and the Municipality have entered into a Subdivision agreement (hereinafter referred to as the "**KHW Phase I Subdivision Agreement**") dated June ____, 2018 for the development of the KHW Phase I Land by plan of subdivision (hereinafter referred to as the "**KHW Phase I Plan**") and the installation and construction of servicing infrastructure for the KHW Phase I Plan (hereinafter referred to as the "**KHW Phase I Servicing Works**");

AND WHEREAS South Winds Development Co. Inc. (hereinafter referred to as "**South Winds**") is the owner of lands (hereinafter referred to as the "**South Winds' Land**") more particularly described in Schedule "C" which adjoin the KHW Lands and which South Winds intends to develop by plan of subdivision and in that connection South Winds and the Municipality have entered into a subdivision agreement (hereinafter referred to as the "**South Winds' Phase I Subdivision Agreement**") which is dated October 18, 2017 and was registered on July 11, 2018 as instrument ER1180072 as well as a cost sharing agreement (hereinafter referred to as the "**South Winds' Cost Sharing Agreement**") a true copy of which is attached as Schedule "D";

AND WHEREAS in order for KHW to satisfy the terms and conditions of the KHW Phase I Subdivision Agreement and complete the KHW Phase I Servicing Works, KHW will need to provide certain servicing the KHW Land (hereinafter referred to as the "**KHW Land Servicing Works**) as well as provide certain servicing to part of the South Winds' Land (hereinafter

referred to as the “**KHW South Winds Servicing Works**”), as is outlined in the KHW Phase I Subdivision Agreement, and will thus benefit areas beyond the KHW Land ;

AND WHEREAS KHW has agreed to finance a portion of the cost of the KHW South Winds Servicing Works on the basis of the terms and conditions of this Cost Sharing Agreement;

AND WHEREAS some of the servicing required by the KHW Phase I Subdivision Agreement, particularly in relation to the oversizing of storm and sanitary sewers, will benefit areas beyond the KHW Land, some of which are developed and some of which are not.

AND WHEREAS KHW has agreed to finance a portion of the costs associated with the Phase I Subdivision Agreement on the basis of the terms and conditions of this Cost Sharing Agreement.

AND WHEREAS development of the KHW Phase I Plan depends upon the Municipality exercising the Municipal Option referred to in paragraph 24 of the South Winds’ Cost Sharing Agreement and acquiring the Option Land and the Easement Land as defined in the South Winds’ Cost Sharing Agreement and KHW has asked the Municipality to do so;

AND WHEREAS the Municipality is prepared to exercise the Municipal Option referred to in paragraph 24 of the South Winds’ Cost Sharing Agreement and to acquire the Option Land and the Easement Land as defined in the South Winds’ Cost Sharing Agreement upon the terms and conditions of this Cost Sharing Agreement;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants set out in this Cost Sharing Agreement and the sum of TWO DOLLARS (\$2.00) paid by each of the Parties to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties covenant and agree as follows:

COST SHARING PROPORTIONS – KHW SOUTH WINDS SERVICING WORKS

1. The Parties agree that the agreed upon cost sharing proportions relating to the KHW South Wind Servicing Works are as follows:
 - a. Stormwater Conveyance Infrastructure – For the local service standard stormwater conveyance infrastructure, the proportionate contributions are as follows:

100% to South Winds (adjoining land owner) – to be collected in accordance with and subject to the provisions set out in paragraph 10 from South Winds by the Municipality and paid by the Municipality to KHW.
 - b. Waste Water Conveyance Infrastructure – for the local service standard waste water conveyance infrastructure, the proportionate contributions are as follows:

100% to South Winds (adjoining land owner) – to be collected in accordance with and subject to the provisions set out in paragraph 10 from South Winds by the Municipality and paid by the Municipality to KHW.

- c. Oversizing Stormwater Conveyance Infrastructure – the oversizing costs are as follows:

60% to KHW – to be paid directly by KHW .

40% to South Winds (adjoining land owner) – to be collected in accordance with and subject to the provisions set out in paragraph 10 from South Winds by the Municipality and paid by the Municipality to KHW.

- d. Oversizing Waste Water Conveyance Infrastructure – the oversizing costs are as follows:

51.2% to KHW – to be paid directly by KHW – oversizing cost contributions only are eligible for DC Credits in lieu of direct payment from the Municipality.

48.8% to Middlesex Centre – to be paid by Middlesex Centre to KHW at Interim Certificate of Provisional Acceptance under the KHW Phase I Subdivision Agreement.

COST SHARING PROPORTIONS - KHW LAND SERVICING WORKS

2. The Parties agree that the agreed upon cost sharing proportions relating to the KHW Land Servicing Works are as follows:

- a. Waste Water Conveyance Infrastructure - for the local service standard waste water conveyance infrastructure, the proportionate contributions are as follows:

100% to KHW – to be paid directly by KHW.

- b. Oversizing Waste Water Conveyance Infrastructure – the oversizing costs are as follows:

100% to Middlesex Centre – to be paid by Middlesex Centre to KHW at Interim Certificate of Provisional Acceptance under the KHW Phase I Subdivision Agreement.

SCHEDULES

3. The schedules attached to and forming an integral part of this Cost Sharing Agreement are:

- (i) Schedule “A” – KHW Land
- (ii) Schedule “B” – KHW Phase I Land
- (iii) Schedule “C” – South Winds’ Land,
- (iv) Schedule “D” – South Winds’ Cost Sharing Agreement,
- (v) Schedule “E” – Service Drawings for storm and sanitary connections pertaining to the KHW South Winds Servicing Works; and

(vi) Schedule “F” – Recovery Summary Table.

KHW PHASE I SUBDIVISION AGREEMENT DEFINITIONS

4. The Parties agree that, except as otherwise expressly provided herein, the capitalized words and phrases defined in the KHW Phase I Subdivision Agreement shall have the same meaning when used in this Agreement.

SOUTH WINDS’ COST SHARING AGREEMENT DEFINITIONS

5. The Parties agree that, except as otherwise expressly provided herein, the capitalized words and phrases defined in the South Winds’ Cost Sharing Agreement shall have the same meaning when used in this Agreement.

KHW SOUTH WINDS SERVICING WORKS

6. KHW’s Costs for the provision of the KHW South Winds Servicing Works (hereinafter defined as the “**KHW Costs**”) shall be as defined as follows and shall be allocated and compensated based on the terms and conditions of this Agreement:

All of the costs of the installation and construction of the KHW South Winds Servicing Works including but not limited to costs paid or incurred by KHW for the following:

- i. Preliminary engineering studies,
 - ii. Detailed engineering studies,
 - iii. Securing all prerequisite approvals, including from the Ministry of the Environment and Climate Change, Ontario Parks, the Upper Thames River Conservation Authority and the Ministry of Natural Resources and Forestry (including application fees),
 - iv. Tendering process,
 - v. Construction administration,
 - vi. Construction contract costs,
 - vii. Inspection fees,
 - viii. Expenses for land use planning, engineering and surveying in connection with the KHW South Winds Servicing Works.
7. It is agreed that the KHW South Winds Servicing Works shall be completed by KHW according to the Municipality’s standards. It is further agreed that the Service Drawings provided in Schedule “E” and shall rely upon the design by the engineers retained by South Winds as approved by the Municipality.

EXERCISE OF OPTION

8. The Municipality will exercise the Municipal Option referred to in paragraph 24 of the South Winds' Cost Sharing Agreement and KHW will pay the Option Price as defined and calculated in accordance with the provisions of Schedule "G" to the South Winds' Cost Sharing Agreement; and the following provisions shall apply:
- (a) KHW acknowledges that the Municipal Option is not open to be exercised by the Municipality until after the Municipal Engineer has issued an Interim Certificate of Provisional Acceptance of the Phase I Works as contemplated by the South Winds' Phase I Subdivision Agreement. The Municipality agrees that it shall not delay the issuance of the Interim Certificate of Provisional acceptance.
 - (b) When the Municipal Engineer has issued an Interim Certificate of Provisional Acceptance of the Phase I Works as contemplated by the South Winds' Phase I Subdivision Agreement, the Municipal Engineer will immediately notify KHW; and, when doing so, the Municipal Engineer will notify KHW of the Municipal Engineer's estimate of the amount of the Option Price to be paid upon the closing of the transaction resulting for the exercise of the option.
 - (c) The parties recognize that at the time when the option is exercised, the precise amount of the Option Price calculated in accordance with the provisions of Schedule "G" to the South Winds' Cost Sharing Agreement may not be known and that when making his estimate for the purposes of clause 8(b) above the Municipal Engineer will use best efforts to apply the facts as known, acting reasonably, and will include his best estimate of the Municipality's legal expenses in connection with the processing and completion of the transaction..
 - (d) Within thirty (30) days after the receipt by KHW of the notice contemplated by clause 8(b) above, KHW shall pay to the Municipality the amount of the Municipal Engineer's estimate of the amount of the Option Price to be paid upon the closing of the transaction resulting for the exercise of the option; such funds are to be paid by bank draft or certified cheque payable to the Municipality or to the Municipality's solicitors in trust; such funds will be held in a non-interest bearing trust account until applied to complete the transaction and to pay the Municipality's legal expenses related to the transaction.
 - (e) The funds provided by KHW to the Municipality as contemplated by clause 8(d) above shall only be used to pay the Option Price upon the closing of the transaction resulting for the exercise of the option and for the Municipality's legal expenses in connection with the processing and completion of the transaction.
 - (f) Upon receipt of the funds as contemplated by clause 8(d) above, the Municipality will exercise the Municipal Option pursuant to paragraph 24 of the

South Winds Cost Sharing Agreement and will diligently pursue the agreement of purchase and sale thereby created to completion as soon as is possible.

- (g) From time to time at the request of KHW and no more than quarterly the Municipality will provide an accounting of its use and application of the funds and, once the transaction is completed, the Municipality will provide to KHW a final accounting of the use and application of the funds to the payment of the Option Price and of the Municipality's legal expenses in connection with the processing and completion of the transaction. In the event that the funds provided exceed the amount of the Option Price and of the Municipality's legal expenses in connection with the processing and completion of the transaction, the Municipality will refund the excess forthwith; and if there is a deficiency, KHW will reimburse the Municipality therefor calculated in accordance with the percentages of Schedule "G" forthwith after the final accounting is provided.

KHW USE OF OPTION LAND AND OF EASEMENT LAND

9. Following completion of the transaction contemplated by paragraph 24 of the South Winds Cost Sharing Agreement, the Municipality will be the owner of the Option Land and will have a general utilities easement over the Easement Land which the Municipality will authorize KHW to use for the purpose of providing services for the KHW Land as contemplated by the KHW Phase I Subdivision Agreement and for providing the KHW South Winds Servicing Works. Any use of the Option Land by KHW shall be its own risk and KHW shall assume all risks and liabilities associated with the physical use of the Option Land.

KHW COSTS AND OVERSIZING COSTS ATTRIBUTABLE TO SOUTH WINDS FOR KHW SOUTH WINDS SERVICING WORKS

10. The Municipality agrees that upon connection by South Winds as part of its Phase II works, the Municipality will pay to KHW each of the proportionate cost sharing amounts owing by South Winds (as are defined in paragraph 1 of this Agreement) of the KHW Costs and the Oversizing Costs by bank draft or certified cheque.
11. As part of the payment to KHW of each of the proportionate cost sharing amounts owed by South Winds identified in paragraph 10 above interest on the cost sharing amounts owing by South Winds shall be calculated at prime rate plus one and a half percent (1.5%) per annum, calculated annually and compounded at the end of each calendar year. Interest shall begin to accrue from the date at which KHW receives an Interim Certificate of Provisional Acceptance under the KHW Phase I Subdivision Agreement to the date of connection by South Winds as part of its Phase II works.

MUNICIPALITY'S OVERSIZING COSTS FOR KHW SOUTH WINDS SERVICING WORKS AND KHW LAND SERVICING WORKS

12. The Municipality agrees that, forthwith after the issuance of an Interim Certificate of Provisional Acceptance under the KHW Phase I Subdivision Agreement, the Municipality will pay to KHW 48.8% of the waste water infrastructure Oversizing Costs for the KHW

South Winds Servicing Works and 100% of the waste water infrastructure Oversizing Costs for the KHW Land Servicing Works by bank draft or certified cheque.

DEVELOPMENT CHARGE CREDIT

13. The Parties agree that,

- In constructing waste water conveyance infrastructure under the KHW Phase I Subdivision Agreement, KHW is providing infrastructure which may be eligible to be funded out of development charge reserves for wastewater services, and

The parties agree that KHW may be entitled to credit for development charges otherwise payable in connection with the development of Lots shown on the KHW Phase I Plan; and the following provisions shall apply to such credits

- (a) In the aggregate amount of credit against development charges otherwise payable in connection with the development of Lots on the KHW Phase I Plan shall not exceed the maximum available development charge credit allowed to KHW pursuant to this Cost Sharing Agreement.
- (b) The maximum available development charge credit allowed to KHW pursuant to this Cost Sharing Agreement shall be an amount which is the aggregate of the following:
 - (i) 48.8% of the Oversizing Costs for the Waste Water Conveyance Infrastructure.
- (c) The amount of the credit against development charges otherwise payable in connection with the development of any particular Lot as shown on the KHW Phase I Subdivision Plan shall not exceed the amount of the development charge for that Lot included in the applicable Development Charge By-Law or By-Laws in effect at the time of the building permit application.
- (d) The Parties acknowledge that development charge credits may not be available for all of the Lots shown on the KHW Phase I Plan.
- (e) The Parties agree that the amount of the credit may be applied against the development charges otherwise payable at the time of building permit issuance for any particular Lot shown on the KHW Phase I Plan and subject to the provisions of this Agreement.
- (f) The Municipality agrees to maintain a record of the amount of credits for development charges owing to KHW pursuant to this Agreement and the Municipality shall issue to KHW a statement each calendar year and not more than semi-annually at the request of KHW of the aggregate amount.

- (g) The Parties agree that any amount not covered by the development charge credit shall be allocated in accordance with the cost-sharing formula for the infrastructure service provided as set out in Schedule "F".
- (h) The Municipality agrees to provide KHW the amount of Development Charges and the available credit that may be applicable to any particular Lot on the KHW Phase I Plan annually.

The Parties acknowledge and agree that Development Charge Credits may be transferred as provided for in section 40 of the *Development Charges Act, 1997*, or any subsequent legislation dealing with the same subject matter, and the Parties shall execute such further agreements or assurances required to properly carry out the same as required.

GENERAL PROVISIONS

- 14. Concurrently with the KHW's execution of this Cost Sharing Agreement and the KHW Phase I Subdivision Agreement, KHW shall pay to the Municipality all of the Municipality's costs incurred or arising up to the time of the execution of this Cost Sharing Agreement.
- 15. The Parties agree to pay interest at the rate of prime plus five per cent (prime+5%) per annum calculated annually and compounded at the end of each calendar year, on any amounts not paid on the date when they are otherwise payable under this Cost Sharing Agreement. Interest shall be calculated from the date when any such amount is payable and shall accrue until such date as the said defaulted amount, together with all interest accrued thereon, is paid in full.
- 16. The Parties agree that the Recovery Summary Table attached to this Agreement as Schedule "F" shall be used by the Parties to track and determine the allocation of each Party's proportionate costs for the works as agreed to and set out in this Agreement.
- 17. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Cost Sharing Agreement shall be in writing and shall be delivered, mailed by prepaid registered mail or sent by telex, telegram or telecopy addressed to the Party or Parties to whom it is to be given at the following addresses:

If to KHW:

Kilworth Heights West Ltd.
609 William Street Suite 200
London, Ontario N6B 3G1

Attn: Don De Jong

If to the Municipality: Municipality of Middlesex Centre,
R.R. #2, 10227 Ilderton Road,
Ilderton, Ontario NOM 2A0

Attention: Clerk

All such addresses shall:

- (a) if delivered, be deemed to have been received upon date of delivery; and
- (b) if mailed, be deemed to have been given on the fifth business day following the date they were mailed.

In the event of disruption of normal postal service, notice may be made by delivery, telex, telegram or telecopy only.

The above addresses may be changed at any time by giving notice as aforesaid.

- 18. Time shall be of the essence of this Cost Sharing Agreement and every part thereof except as herein otherwise provided.
- 19. For the purposes of this Cost Sharing Agreement, except as otherwise expressly provided herein:
 - (a) This "Agreement" or this "Cost Sharing Agreement" means this Cost Sharing Agreement, including the Schedules attached hereto, as it may from time to time be supplemented or amended;
 - (b) All references in this Cost Sharing Agreement to a designated article, section, subsection, paragraph, subparagraph, clause or other subdivision or to a schedule, is to the designated article, section, subsection, paragraph, subparagraph, clause or other subdivision of a schedule to this Cost Sharing Agreement unless otherwise stated;
 - (c) The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Cost Sharing Agreement as a whole and not to any particular article, paragraph, clause, subclause, or other subdivision or schedule;
 - (d) The singular of any term include the plural and vice versa and the use of any term is equally applicable to any gender and where applicable to a body corporate;
 - (e) The word "may" is not exclusive and the "including" is not limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import with reference thereto);

- (f) The headings to the articles, sections, subsections, paragraphs, subparagraphs, clauses or other subdivisions of this Cost Sharing Agreement are inserted for convenience only and do not form a part of this Cost Sharing Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Cost Sharing Agreement or any provision hereof ; and
- (g) The Parties acknowledge that this Cost Sharing Agreement is the product of arm's length negotiations between the Parties, each having its own independent legal advice and that this Cost Sharing Agreement shall be construed neither strictly for nor strictly against any Party regardless of which Party was responsible for the drafting of this Cost Sharing Agreement.
20. The Parties hereto agree that this Cost Sharing Agreement shall not be registered on title to any parcel of real estate.
21. Each of the Parties shall notify the other of any claim, demand, right or cause of action asserted, threatened or instituted against it (other than by a party) which involves the performance of this Cost Sharing Agreement.
22. The rights available to the Parties under this Cost Sharing Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and not be referenced to any other such right. Any one or more of any combination of such rights may be exercised by a Party from time to time, and no such exercise shall exhaust the rights or preclude the other Party from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.
23. This Cost Sharing Agreement may not be modified or amended except by written agreement executed by both Parties hereto.
24. The Parties agree that they will from time to time at the reasonable request of either of them execute and deliver such assignments, instruments and conveyances and take such further action as may be required to accomplish the purposes of this Cost Sharing Agreement.
25. No consent or waiver, express or implied, by a Party to or of any breach or default by another party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party hereunder. Failure on the part of a Party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first-mentioned party of its rights hereunder.
26. Neither Party shall have any right, power or authority to assign this Cost Sharing Agreement or any portion thereof, or any moneys due or to become due hereunder, without the prior consent in writing of the other Party. Notwithstanding the foregoing,

the Municipality will consent to the assignment to a corporation controlled by South Winds provided that any such assignee executes an agreement assuming, jointly and severally with South Winds, the obligations of South Winds under this Cost Sharing Agreement in a form satisfactory to the Municipal Solicitor.

27. Any delay or non-performance of any provision of this Cost Sharing Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing Party shall not constitute a breach of this Cost Sharing Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
28. This Cost Sharing Agreement may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one agreement document.
29. This Cost Sharing Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario.
30. In the event that any term or provision of this Cost Sharing Agreement should be unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Cost Sharing Agreement and such unenforceable or invalid term or provision shall be severable from the remainder of this Cost Sharing Agreement.
31. This Cost Sharing Agreement, read together with the KHW Phase I Subdivision Agreement, constitutes the entire agreement between the Parties with regard to the matters dealt with in it and precedes and replaces all prior representations, negotiations, understandings and agreements whether oral or written between the Parties with respect to this Cost Sharing Agreement.
32. This Cost Sharing Agreement, the schedules and all covenants herein shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
33. All of the provisions of this Cost Sharing Agreement are, and are 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 Cost Sharing Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provision as though the unlawful or unenforceable provision had never been included.

WITNESS WHEREOF the Parties hereto have executed this Cost Sharing Agreement by the hands of their respective proper officers duly authorized in that behalf this ____ day of July, 2018.

MUNICIPALITY OF MIDDLESEX CENTRE

Per:

Al Edmondson
Mayor

Per:

Ann Wright
Clerk

KILWORTH HEIGHTS WEST LTD.

Per:

Don De Jong – President.

I have authority to bind the corporation

SCHEDULE "A"

THE COST SHARING AGREEMENT made this ____ day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**KHW**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

KHW LAND

Legal Description of the Lands

Part Lots 7 & 8 Concession 1, in the geographic Township of Lobo, designated as Part 1, Plan 33R-18800; Municipality of Middlesex Centre

Being all of PIN 08502-1127 (LT)

SCHEDULE "B"

THE COST SHARING AGREEMENT made this ____ day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "KHW")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "Municipality")

OF THE SECOND PART

Legal Description of the Phase I Land

SCHEDULE "C"

THE COST SHARING AGREEMENT made this ___ day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "KHW")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "Municipality")

OF THE SECOND PART

SOUTH WINDS LAND

Legal Description of the South Winds Land:

Part of Lots 7 and 8, Concession 1, Part of Lot 7 Broken Front Concession, and Part of Road Allowance between Broken Front Concession and Concession 1 as Closed by Bylaw 690445, all in the geographic Township of Lobo, now in the Municipality of Middlesex Centre, County of Middlesex Bing PIN 08502-1017 (Lt)

SCHEDULE "D"

THE COST SHARING AGREEMENT made this day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "KHW")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "Municipality")

OF THE SECOND PART

SOUTH WINDS COST SHARING AGREEMENT

SCHEDULE "E"

THE COST SHARING AGREEMENT made this day of July, 2018.

BETWEEN:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**KHW**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SERVICE DRAWINGS

SCHEDULE "F"

<u>Description</u>	<u>Responsibility</u>	<u>Allocation (%)</u>	<u>Recovery Mechanism</u>	<u>AMOUNT</u>
KHW SOUTH WINDS SERVICING WORKS				
STORMWATER CONVEYANCE INFRASTRUCTURE				
Local service standard to connect KHW to SWM facility and to South Winds phase 1 works	Southwinds	100%	KHW Costs paid by MC on behalf of SW; recover from South Winds phase 2	\$
WASTE WATER CONVEYANCE INFRASTRUCTURE				
local service standard to connect KHW trunk line to South Winds phase 1 works trunk line	Southwinds	100%	KHW Costs paid by MC on behalf of SW; recover from South Winds phase 2	\$
OVERSIZING STORMWATER CONVEYANCE INFRASTRUCTURE				
KHW share of flows, as per South Winds CSA	KHW	60%		\$
Southwinds share of flows, as per South Winds CSA	Southwinds	40%	KHW Costs paid by MC on behalf of SW; recover from South Winds phase 2	\$
OVERSIZING WASTE WATER CONVEYANCE INFRASTRUCTURE				
KHW share of flows exiting south on Everson	KHW	51.2%	eligible for DC credits for only the Municipality's oversizing costs contributions whereby DC credit will be provided to KHW in lieu of a direct payment	\$
Middlesex Centre share flows from north of Glendon future development	MC	48.8%	Paid by MC	\$
KHW LAND SERVICING WORKS				
WASTE WATER CONVEYANCE INFRASTRUCTURE				
KHW local service standard	KHW	100%	Paid directly by KHW	\$
OVERSIZING WASTE WATER CONVEYANCE INFRASTRUCTURE				
Middlesex Centre flows from north of Glendon future development	MC	100%	Paid by MC	\$