

**THIS AGREEMENT** made on        the day of        , 2021

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

(hereinafter referred to as "West Elgin")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX**

(hereinafter referred to as "Southwest Middlesex")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF DUTTON DUNWICH**

(hereinafter referred to as "Dutton Dunwich")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**

(hereinafter referred to as "Chatham-Kent")

-and-

**THE CORPORATION OF THE VILLAGE OF NEWBURY**

(hereinafter referred to as "Newbury")

WHEREAS West Elgin, Southwest Middlesex, Dutton Dunwich, Chatham-Kent, and Newbury (collectively referred to as the "Parties" and individually as a "Party") established, in 1991 and then reconfirmed in 2014, a joint municipal service board known as the Tri-County Water Board (the "Tri-County Water Board") to govern the management of the System, as defined herein;

AND WHEREAS the Tri-County Water Board oversees the operation of the Tri-County Water System;

AND WHEREAS on July 22, 2014 the Parties entered into an Agreement with respect to the water recovery and treatment system of the Parties;

AND WHEREAS the Parties wish to terminate that July 22, 2014 Agreement and replace it with the herein Agreement;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

1. Definitions

- a) "Administering Municipality" or "Administering Authority" means the Party to whom the responsibilities of day-to-day management and administration have been assigned.
- b) "Agreement" means this Agreement including all Schedules annexed hereto and any future amendments to the Agreement.
- c) "Tri-County Water Board" shall have the meaning ascribed thereto in Section 2 herein.
- d) "Members" means Members of the Tri-County Water Board duly appointed by the Parties.
- e) "Operator" means any third-party contractor duly appointed by the Tri-County Water Board to operate all or part of the System.
- f) "Regulatory Directive" means any Order or a letter from the Province of Ontario or any other regulatory authority directing the Tri-County Water Board, the Administering

Municipality, the Administering Authority or the Parties to take certain actions in connection with the System.

- g) "System" means the water recovery, water treatment system and related watermains and more particularly described in Schedule "A" to this Agreement.
- h) " System Service Rate(s)" shall have the meaning ascribed thereto in Section 25 herein.

## 2. Tri-County Water Board

Pursuant to Section 202 of the *Municipal Act*, 2001, R.S.O. 2001, c. 25, as amended from time to time (the "Municipal Act, 2001") the parties have established a separate and distinct Joint Municipal Service Board known as the Tri-County Water Board (the "Tri-County Water Board") composed of Members from each of the Parties, with the composition of the Tri-County Water Board to be as set out in section 7 of this Agreement and in the Procedural By-Law adopted and amended, from time to time, by the Tri-County Water Board. The Parties intend that Members of the Tri-County Water Board shall act in the best interests of the System and all users of the System.

## 3. Purpose of this Agreement and Termination of Prior Agreements

By this Agreement, the Parties intend to provide for those matters which, in their opinion, are necessary to establish one updated, comprehensive agreement that governs all matters relating to the Tri-County Water Board and the System, save and except the sub-agreements referenced in Section 22(e), to the limited extent they deal explicitly with Tri-County Water Board matters. The Parties hereby terminate the Agreement between them dated July 22, 2014.

#### 4. Delegation of Control and Management

Subject to Section 2 and the other terms of this Agreement, the Parties hereby confer responsibility for the control and management of the System upon the Tri-County Water Board pursuant to Section 202 of the *Municipal Act*, 2001. For clarity, each Party's distribution system shall not form part of the System and the management of each Parties' stand-alone distribution systems shall not be subject to this Agreement.

#### 5. Allocation of Capacity to the Parties

The Parties hereby acknowledge that the capacity of the System shall be allocated and the percentages of the Parties' ownership of the System shall be allocated in accordance with Schedule "C" attached to this Agreement. The Parties' ownership of the System may change over time in accordance with this Agreement. For clarity, as of this date, the ownership of the System and the capacity allocation shall be based on the following proportions:

- (a) West Elgin shall be allocated 43.24% of the System;
- (b) Southwest Middlesex shall be allocated 24.72% of the System;
- (c) Dutton Dunwich shall be allocated 19.14% of the System;
- (d) Chatham-Kent shall be allocated 7.95% of the System; and
- (e) Newbury shall be allocated 4.95% of the System.

#### 6. Agency

The Tri-County Water Board shall be the agent of the Parties for all actions taken within the Tri-County Water Board's scope of authority as set forth in paragraph 9 hereof. The Tri-County Water Board shall not otherwise be the agent of the Parties.

## 7. Procedural By-Law

The Tri-County Water Board shall pass a Procedural By-Law governing the procedural matters relating to the Tri-County Water Board as required under Section 238 of the *Municipal Act*, 2001. The Procedural By-Law may supplement the terms set out in this Agreement but shall, at a minimum, confirm the following:

- (a) Each Party may appoint one (1) Member to the Tri-County Water Board at the beginning of the term of Council following a municipal election. Each Party may also, at the beginning of the term of Council following a municipal election, appoint one (1) additional Member to the Tri-County Water Board for every ten (10%) percent of the total water consumption of the System consumed by that Party in the three (3) full previous years. Each Party may appoint one of their Members who is not an elected official. For clarity, if a Party has only one (1) representative, that representative is not required to be an elected official. Apart from the one (1) Member appointed by a Party who is not an elected official, all other Members representing that Party must be elected officials. The initial appointments shall be made no later than sixty (60) days from the date of this Agreement and shall be for the remainder of the term of the Municipal Councils.
- (b) The term of office of a Tri-County Water Board Member shall be the same as their term of Council, unless their appointment to the Tri-County Water Board is otherwise terminated or revoked by the Party that appointed them. If a Member is appointed following a mid-term by-election, their term cannot exceed the balance of the term of Council until the next regular municipal election. Members may be re-appointed to the Tri-County Water Board if they are re-elected to the Council of one of the Parties. The term of each Tri-County Water Board Member continues until his or her successor has been appointed;

- (c) Each Party will appoint Tri-County Water Board Members as often as necessary to ensure that vacancies are minimized and that the functions of the Tri-County Water Board will be facilitated;
- (d) A Party may revoke the appointment of any Tri-County Water Board Member appointed by it for such reasons as it considers advisable, but may not leave any such position vacant for more than fifteen (15) days;
- (e) An alternate member appointed by a Party may attend a meeting in place of any Tri-County Water Board Member appointed by that Party;
- (f) Each Member (or Alternate Member) shall have one (1) vote with respect to any question. The Tri-County Water Board will make decisions by a simple majority vote, except where otherwise specified in this Agreement;
- (g) Notwithstanding Subsection 7(a), a Party may not have more than fifty (50) percent of the total number of Members, nor more than fifty (50) percent of all eligible votes for the Tri-County Water Board;
- (h) Based on the above, the initial number of Members and votes apportioned to the Parties comprising the Tri-County Water Board will be the following based on the 2017-2019 average consumption numbers as noted in Schedule "B":

<u>Party</u>	<u>Member/Votes</u>
West Elgin	Four (4)
Southwest Middlesex	Three (3)
Dutton Dunwich	Three (3)
Chatham-Kent	One (1)
Newbury	One (1)

- (i) Members will not receive any remuneration from the System from sitting on the Tri-County Water Board, other than for reimbursement of expenses, which shall require approval of the Tri-County Water Board. This does not prevent a Member who is also a member of a municipal Council or any other board from receiving remuneration as a municipal Councillor or member of any other board;
- j) If additional municipalities are added to the System, or a municipality wishes to withdraw from the System, or in the event of municipal restructuring, membership on the Tri-County Water Board may be altered along with such terms and conditions as are determined by a simple majority vote of the Area Water Board at a meeting called for that purpose;
- (k) The quorum for any meeting of the Tri-County Water Board shall be at least fifty-one (51%) per cent of the Members. An alternate Member shall be included when determining quorum for any meeting of the Tri-County Water Board;
- (l) The Chair and Vice-Chair of the Tri-County Water Board will be elected from among the Members to serve for a one (1) year term. The Chair and Vice-Chair shall not be from the same municipality and shall not serve consecutive terms unless expressly approved by a resolution of the Tri-County Water Board. Elections will be conducted during the January meeting annually;
- (m) In the absence of the Chair, the Vice-Chair will act as Chair of the Tri-County Water Board;
- (n) The Tri-County Water Board will meet quarterly, or more often as requested by a majority of the Members, or at the call of the Chair or Vice-Chair. A minimum of five (5) working days' notice of meetings will be provided, unless the meeting has been called on an emergency basis. At the December meeting, an

annual schedule of meeting dates will be determined, subject to the conditions above;

- (o) Any of the Parties shall have the right to call a Meeting of the Tri-County Water Board by providing written notice of the meeting to each of the other Parties. The Parties shall provide five (5) working days' notice of the Meeting, unless the Meeting has been called on an emergency basis. The requisite notice for all meetings shall include a summary of the business to be transacted at the meeting. The summary of the business to be transacted at the meeting shall be sufficient for all Parties to determine the business that will be addressed at the meeting, failing which the business transacted at the meeting shall be null and void unless otherwise agreed by the Parties;
- (p) The Parties acknowledge that the provisions of the *Municipal Act* relating to in camera and open meetings in Sections 239 to 246, inclusive shall apply to the meetings of the Tri-County Water Board;
- (q) Meetings of the Tri-County Water Board shall be conducted in accordance with Roberts Rules of Order, except as set out in this Agreement or as required by law; and
- (r) Minutes of all Meetings shall be circulated without any of the Parties reviewing the content of the Minutes prior to distribution. Any objections to the content of the Minutes shall be noted by the objecting Party at the following meeting.

#### 8. Proceeds of Disposition

The Parties hereby delegate to the Tri-County Water Board the power to make decisions as to whether any asset forming part of the System is surplus to the needs of the Tri-County Water System and the Tri-County Water Board and whether and how any such surplus asset(s) should be disposed of. The proceeds of disposition of any surplus assets used for the System shall be applied in a manner determined by the Tri-County Water



Board in accordance with its sale and disposition of property policy in place from time to time.

9. Duties of the Tri-County Water Board

The Tri-County Water Board shall be responsible for the management and control of the System, subject only to the duties specifically delegated to the Administering Municipality or the Administering Authority. Without limiting the above, the Tri-County Water Board shall be responsible for:

- i. Obtaining approvals;
- ii. Contracting for services;
- iii. Operating bank accounts and carrying out other financial transactions;
- iv. Approval of all operational policies for the System;
- v. Approving and controlling annual Operating Budgets and Capital Budgets;
- vi. Setting the System Service Rates;
- vii. Considering and approving any New Capacity Proposals and New Capacity Budgets and the draft Financial Plan;
- viii. Receiving and reviewing all Ministry correspondence and reports relating to the Tri-County Water Board and the System;
- ix. Appointing the Administering Municipality, the Administering Authority and Operator, if applicable, for the System;

- x. Determining matters relating to permitting new municipalities to join the System or to receive water from the System;
- xi. Acquiring new property, or disposing of surplus property for the System;
- xii. Setting cost sharing formulas for payments by the Parties for projects relating to the System;
- xiii. Determining the level of the Reserve Fund(s) and the manner of maintaining such fund(s);
- xiv. Preparing and submitting regular reports to the Parties;
- xv. All personnel matters including hiring, termination, compensation and all other relevant personnel matters for employees of the Tri-County Water Board;
- xvi. Considering all applications for service connections or water main extensions to the System from the Parties;
- xvii. Procuring insurance coverage for the Members;
- xviii. Entering into agreements with individuals, corporations and other governments or agencies for the activities listed above; and
- xix. any other duties and functions required to be managed for the System unless those functions are specifically delegated to the Administering Municipality or the Administering Authority.

Unless an agreement is within the Administering Municipality's or the Administering Authority's scope of authority, all agreements for the System shall be entered into by the

Tri-County Water Board and shall be signed by the Chair of the Tri-County Water Board after authorization by resolution of the Tri-County Water Board.

10. Appointment of Administering Municipality and Administering Authority

The parties hereby appoint West Elgin as the Administering Municipality. The Administering Municipality may, at any time, be removed and replaced by one of the other parties or an independent Administering Authority by a majority vote of members of the Tri-County Water Board, or by an Order of the Local Planning Appeal Tribunal. In the event of an Local Planning Appeal Tribunal Order replacing the Administering Municipality, the new Administering Municipality or Administering Authority, as the case may be, cannot be replaced by a vote of the Tri-County Water Board within three (3) years of the date of the said Order unless the Administering Municipality is in default under this Agreement and has failed to cure such default within a reasonable time of receiving a default notice from one or more of the Parties.

11. Duties of the Administering Municipality or the Administering Authority

(a) The Administering Municipality or the Administering Authority may only execute agreements on behalf of the Tri-County Water Board that are within its authority under this section. Unless otherwise agreed by the parties, the administrative functions are as follows:

- i. keeping separate books, records and accounts. Such books, records and accounts shall kept separately from the books, records and accounts of any of the Parties;
- ii. liaison with Ministry of the Environment staff on matters of compliance;
- iii. liaison with any Operator and administering any Operating Agreement, if applicable;

- iv. negotiating agreements with any Operator and administration of such agreements, subject to the approval of such agreements by the Tri-County Water Board;
- v. preparing annual Capital Budgets, annual Operating Budgets, all other Budgets as well as the proposed System Service Rates;
- vi. billing and receiving payments from the Parties in accordance with the approved System Service Rates and volumes of water taken;
- vii. making payments to any Operator;
- viii. making payments on any provincial capital debt and other financing payments (principal and interest payments);
- ix. preparing and keeping Minutes of Tri-County Water Board Meetings and circulating the Minutes in a timely manner to the Members on the Tri-County Water Board and the Parties;
- x. administering any Reserve Funds;
- xi. raising capital financing;
- xii. invoicing the Parties for amounts payable under this Agreement;
- xiii. operating bank accounts for the purposes set out in this Section 11;
- xiv. making day-to-day operation and maintenance decisions and implementing or providing for the implementation of those decisions, where they are not being implemented by the Operator, up to a maximum value of Ten Thousand (\$10,000.00) Dollars or any other value as determined by the Tri-County Water Board from time to time;
- xv. providing quarterly and annual reports to the Tri-County Water Board regarding water use and a comparison of the budgeted versus actual water use;

- xvi. provide quarterly and annual financial reports including budgeted versus actual operating and capital revenue and expenses;
- xvii. following the resolutions and direction of the Tri-County Water Board;
- xviii. provide the Members with copies of this Master Agreement and any amendments thereto as well as any studies, licenses, permits and other documents relevant to the System; and
- xix. such other functions as are recommended and approved by the Tri-County Water Board.

(b) The management arrangements in this Agreement and the delegation of tasks to the

Administering Municipality, the Administering Authority or the Tri-County Water Board as set out in this Agreement may be amended by a three-quarter (3/4) majority vote of the Members of the Tri-County Water Board in a meeting called for this purpose.

## 12. Compliance with Provincial Licenses

All Parties are jointly and severally responsible for compliance with Regulatory Directives for the System as well as any approvals and operating licenses for the System

## 13. Obligations of the Parties

- (a) Each Party shall repair, maintain and keep in good state of repair, and in accordance with good engineering practices, its water distribution system and any common elements within their Municipal boundaries that belongs to or is under the control of the Party and that is supplied with water from the System.

- (b) Each Party shall use its best efforts to prevent the contamination of any kind to enter its water distribution system. In the event that any contamination enters the distribution system, the Party shall forthwith:
  - (i) take such steps as may be necessary to correct such contamination and to prevent such a condition in the future; and
  - (ii) notify the Administering Municipality of such contamination, which Administering Municipality shall then notify the other Parties in accordance with the Tri-County Water Board's contamination notification policy in place from time to time.
- (c) In the event that a Party shall be required to install recording equipment in its distribution system, the Party shall permit System staff, or its servants or agents, access at or near the point the primary part of the System enters the Party's distribution system, to employ such equipment at any time or times for the purpose of reading or testing same.
- (d) Each Party shall provide to the Tri-County Water Board its water demand forecast by September 1<sup>st</sup> of each year for the subsequent year.
- (e) Each Party shall report its ownership in the System in accordance with the applicable public sector accounting principals and requirements in place from time to time during the course of this Agreement.
- (f) The Tri-County Water Board may charge interest to the Parties at 1.25% per month (or 15% per annum) or such other rate as determined by the Tri-County Water Board, if amounts due to it from a Party are not paid within thirty (30) days of the date they are invoiced to the Parties.

#### 14. Auditing of Tri-County Water Board Records

The Tri-County Water Board shall direct that its Records be audited at least

annually or upon the request of any of the Parties. In the event that one of the Parties requests an audit over and above the annual audit required under this Section 15, that Party shall bear the costs of the requested audit. The Board shall approve audited financial statements as prepared by the auditor for the Tri-County Water Board.

#### 15. Auditing of Administering Municipality Records

The Records of the Administering Municipality and/or the Administering Authority which pertain to its responsibilities under this Agreement shall be audited at least annually or upon the request of any of the Parties. In the event that one of the Parties requests an audit over and above the annual audit required under this Section 16, that Party shall bear the costs of the requested audit.

#### 16. Annual Remuneration

The Tri-County Water Board shall establish and approve the annual remuneration of the Administering Municipality or Administering Authority for its tasks pursuant to this Agreement by a simple majority vote.

#### 17. Budget Approval

- (a) The Administering Municipality or the Administering Authority will, in accordance with guidelines prepared by the Tri-County Water Board, prepare and submit to the Tri-County Water Board:
  - i. a draft Operating Budget for the next following calendar year;
  - ii. a draft Capital Replacement and Rehabilitation Budget for that same period;
  - iii. a draft System Service Rate; and
  - iv. a draft Financial Plan for a minimum of five (5) years.

- (b) The draft budgets and System Service Rate must be submitted by the Administering Municipality or Administering Authority to the Tri-County Water Board no later than December 15<sup>th</sup> of the year preceding the year for which the Budgets or System Service Rates are prepared.
- (c) The Tri-County Water Board will review and approve an annual budget and System Service Rate.

#### 18. Operating Budget

- (a) Operating budgets will include both direct and indirect costs normally associated with operating and maintaining the System, including routine and minor replacement parts, and the costs incurred by the Administering Municipality or Administering Authority in administering the System as well as the costs of the Operator. Operating costs will exclude those items agreed by the Tri-County Water Board to be capital. The Operating Budget prepared and approved shall detail all items of expected revenue and expense, in accordance with accepted accounting practice and as may be required by the Tri-County Water Board.
- (b) In the event that the Tri-County Water Board does not approve a draft Operating Budget for a year prior to December 31<sup>st</sup> of the year previous the year for which the draft Operating Budget is prepared, then the default new Operating Budget will be the prior year's Operating Budget, adjusted by the increase over a twelve-month period for the All-items Index (1981 = 100) for Ontario in Table 8, Consumer Price Index Major Components (Not Seasonally Adjusted), of Consumer Price Indexes published by Statistics Canada (Catalogue No. 62-010-XPB) for the most recent twelve-month period for which the Index is available ending prior to November 1<sup>st</sup> of the year prior to the year for which the draft Budget is proposed. The Tri-County Water Board may from time to time choose a new Index for the purposes of this provision. If the Tri-County Water Board subsequently approves the draft Budget, such approved Budget shall supersede the default Budget.



- (c) In the event that there are payments required to be made under an agreement with an Operator, and the applicable agreement provides for higher payments than would be covered by applying the twelve-month increase in the Index referred to in section 18(b) to the previous year's payments under the agreement with the Operator or its predecessor, the default Operating Budget will be further increased by an amount sufficient to cover the payments to the Operator.

19. Capital Replacement and Rehabilitation Budget (Capital Budget)

- (a) The Capital Replacement and Rehabilitation Budget will project capital replacement and rehabilitation expenditures in accordance with all legislative requirements for the System.
- (b) In the event that the Tri-County Water Board does not approve a draft capital budget for a year prior to December 31<sup>st</sup> of the year prior to the year for which the draft Capital Budget is proposed, then the default new Capital Budget will be the lesser of the capital costs established in the Financial Plan or the Capital Budget for the previous year (for which the draft Capital Budget is prepared), adjusted by the increase over a twelve-month period in the All-items Index (1981=100) for Ontario in Table 8, Consumer Price Index Major Components (Not Seasonally Adjusted), of Consumer Price Indexes published by Statistics Canada (Catalogue No. 62-010-XPB) for the most recent twelve-month period for which the Index is available ending prior to November 1st of the year preceding the year for which the draft budget is proposed. The Tri-County Water Board may from time to time choose a new Index for the purposes of this provision. If the Tri-County Water Board subsequently approves the draft Capital Budget, such approved budget shall supplant the default Capital Budget.

## 20. Capital Repairs - Emergency Requirements

This Section 20 shall only apply when there is an urgent risk to the system or an emergency repair that must be completed. In the event that an emergency replacement or rehabilitation expenditure must, in the opinion of the Administering Municipality or the Administering Authority, be made during the course of the year, to address an emergent or urgent risk to the System, that is not provided for in the Capital Replacement and Rehabilitation Budget, or an expenditure is required under a statute that is not provided for in the Operating Budget or Capital Replacement and Rehabilitation Budget, then the Tri-County Water Board or Administering Municipality or the Administering Authority may incur such expenditure and the Tri-County Water Board will recover it as an addition to the Capital Replacement and Rehabilitation Budget in one or more subsequent years, to the extent that it is not provided for in the Capital Replacement and Rehabilitation Reserve Fund.

## 21. Tri-County Water Board Approval

The Tri-County Water Board shall take all necessary steps to have the draft Budgets completed and approved by December 31<sup>st</sup> in each preceding calendar year. For clarity, the draft Budgets shall not be submitted to the Parties' Municipal Councils for approval as the Tri-County Water Board shall have the sole responsibility for approving the draft Budgets.

## 22. Water Billing and Collection

(a) The Tri-County Water Board (through the Administering Authority or Administering Municipality) shall invoice the Parties at the System Service Rates for all costs relating to the System in accordance with this Agreement. Each Party shall be responsible to bill and collect fees for the services provided by the System to individual properties within its geographic boundaries.

(b) Each Party shall be invoiced herein for the water used in the System in accordance with the following:

i. Chatham-Kent

Chatham-Kent shall be invoiced for the monthly water which goes through the Chatham-Kent Meter. Chatham-Kent hereby agrees to a minimum annual purchase of water sixty-three thousand nine hundred and nine (63,909 m<sup>3</sup>) cubic metres from the System. The Operator will read this meter and supply the reading to the Administering Municipality or Administering Authority.

ii. Dutton Dunwich

Dutton Dunwich will be invoiced for the total water which goes through the Eagle meter, Marsh Line meter and Pioneer Line Meters. These meters will be read by The Operator who will supply the reading to the Administering Municipality or Administering Authority. In return for being granted full ownership of the Iona Chamber/Interconnect, Dutton Dunwich hereby agrees to a minimum annual purchase of water of two hundred and fifty-six thousand, eight hundred and eighty one (256,881) cubic metres from the System.


iii. Southwest Middlesex


Southwest Middlesex will be invoiced for the total water which goes through the Southwest Middlesex meter, less the amounts that are invoiced to West Elgin, Chatham-Kent and the Village of Newbury as calculated by the Administering Municipality. The meter located at the reservoir shall be read by the Operator who will supply the reading to the Administering Municipality or Administering Authority. Southwest Middlesex hereby agrees to a minimum annual purchase of water of two hundred and sixty-three thousand three hundred and forty-two hundred (263,342 m<sup>3</sup>) cubic metres from the System. For the purposes of this

covenant, the water volumes supplied by Southwest Middlesex to Chatham-Kent and the Village of Newbury and West Elgin for Beattie Line, from the System shall not be considered.

Southwest Middlesex conveys water to the municipalities of Chatham-Kent (for the Bothwell Service Area), Newbury and West Elgin (for the Beattie Line area) through the use of its water distribution system and agrees that it shall enter into separate sub-agreements with each of these three other member municipalities to address the use of Southwest Middlesex's water distribution system, including the operating, capital, distribution and other costs associated with that distribution of water. For the purposes of this covenant, the water volumes supplied through the Southwest Middlesex distribution system to Chatham-Kent, Newbury and West Elgin from the System shall not be considered.

iv. Village of Newbury

The Village of Newbury shall be invoiced for the monthly water which goes through the Village of Newbury meter. The Village of Newbury hereby agrees to a minimum annual purchase of water of  Twenty-nine thousand and seven hundred and twenty five (29,725 m<sup>3</sup>) cubic metres from the System. The Operator will read this meter and supply the reading to the Administering Municipality or Administering Authority.

Newbury conveys water to Southwest Middlesex (for the Newbury Service Area and the Southwest Middlesex System on Coltsfoot Drive) through the use of its water distribution and agrees that it shall enter into a sub-agreement with Southwest Middlesex to address the use of Newbury's water distribution system, including the operating, capital, distribution and other costs associated with that distribution of water. For the purposes of this covenant, the water volumes supplied through the Newbury distribution system to Southwest Middlesex from the System shall not be considered. 

v. West Elgin

West Elgin shall be invoiced for the total water that goes through the Marsh Line West Meter, Eagle West Meter, Finney St. Meter, Silver Clay Meter, Beattie Line Meter and the Consumption of West Lorne & Graham Road (South of West Lorne) distribution water customers plus the actual system loss. The Operator will read these meters and supply the reading to the Administering Municipality or Administering Authority. The Tri-County Water Board shall establish the initial average system loss percentage. The Tri-County Water Board shall review the annual system loss percentage annually and shall make amendments to the annual system loss percentage as necessary. West Elgin hereby agrees to a minimum annual purchase of water of three hundred and ninety-five thousand and twenty-eight (395,028m<sup>3</sup>) cubic metres from the System.

- (c) The Parties acknowledge that the minimum purchase volumes set out in this Section 22 represent seventy-five (75%) per cent of the average consumption numbers for each Party in 2017, 2018 and 2019. The said minimum purchase volumes have been determined based on the calculations set out in Schedule "D" of this Agreement. If in any year the total volume of water purchased by any of the Parties is less than the minimum specified above, the Party shall pay to the Tri-County Water Board the difference between (i) the amount achieved by multiplying the rate for water and the minimum purchase volume, and (ii) the total of the monthly charges paid by the Party during the applicable year.
- (d) The Parties agree that should there be significant new development or a significant closure of a water consumer within the boundaries of any of the Parties, then that Party shall have the right to request a review of the minimum annual purchase volume specified in this agreement and the Tri-County Water Board shall agree to such a review.

- (e) The Parties acknowledge and agree that sub agreements between them are integral to the proper administration and operation of the System. In recognition of that reality, the Parties agree that they shall enter into sub-agreements to this Agreement to provide for the sharing of water system infrastructure and shall provide copies of those sub agreements to the Administering Municipality of Administering Authority on behalf of the Tri-County Water Board. Where there is any dispute in respect of any such sub-agreement that is not resolved within a period of ninety (90) days from when the dispute arose, the Parties agree to address the dispute in accordance with the Dispute Resolution provisions of this Agreement as set out in paragraph 30 hereof. In any event, the Parties shall not include any provision(s) in any sub-agreement that purports to bind the Tri-County Water Board or otherwise assign obligations to the Tri-County Water Board without first obtaining the prior written consent of the Tri-County Water Board to any such provisions and without also having the Tri-County Water Board included as a signatory to any such sub-agreement for the purpose of evidencing such consent.

## 23. Reserve Fund

- (a) A Capital Replacement and Rehabilitation Reserve Fund will be held by the Tri-County Water Board for the purpose of ensuring that sufficient funds are held to properly maintain the System. The Tri-County Water Board will hold this fund in a dedicated interest-bearing account.
- (b) The Tri-County Water Board may collect funds for the said Reserve Fund through the System Service Rates, or in some other manner that the Tri-County Water Board may decide from time to time.
- (c) The Parties agree that the costs of any Capital Maintenance, Replacement or Rehabilitation undertaken to the System by or at the direction of the Tri-County Water Board shall be paid from the Capital Replacement and Rehabilitation Reserve Fund

and/or any through financing for same arranged by the Tri-County Water Board in accordance with its delegated powers.

#### 24. New Capacity in the System

- (a) Optimization Study. Prior to any capital expansion or increase in capacity for the System, an Optimization Study will be undertaken for the possible reallocation or more efficient use of the existing System.
- (b) System Capacity. The Tri-County Water Board shall, from time to time, review the capacity requirements for the System and make recommendations to the Parties to reallocate capacities as may be identified by that review, subject to Section 24 herein.
- (c) Schedule "C" sets out each Party's percentage ownership of the capacity allocation in the System. Schedule "C" shall be amended from time to time to reflect changes in each Party's ownership of the said capacity. Each Party will be allowed to draw water up to the maximum capacity that was originally purchased by that Party in the System as shown in Schedule "C", subject only to that Party's agreement to sell capacity to one of the Parties or to a new municipality that is accepted into this System by the Tri-County Water Board.
  - i. The reserve capacity in the intake and/or the System over and above the total purchased by the Parties shall be allocated by the Tri-County Water Board to either the parties to this Agreement or additional parties who connect to the System. The Tri-County Water Board shall establish the purchase price. The purchase price shall be set at fair market value and a professional opinion shall support the purchase price. Any money received from the sale of the Reserve Capacity shall be placed into a capital Reserve in accordance with the Reserve Fund section of this Agreement.

- ii. Any party to this Agreement may sell a portion of their original capacity as identified in Schedule "C" to another Party to this agreement or purchase capacity from another Party to this Agreement, subject to the approval of the Tri-County Water Board and compliance with this Agreement. Any such transfer of capacity shall occur at fair market value and a professional opinion shall support the value assigned to the transaction. The Tri-County Water Board shall establish the fair market value of the capacity based on this information.
- 
- (d) The Tri-County Water Board shall prepare, or have prepared, a draft Financial Plan for the System, forecasting future capital expansion requirements for the System over a minimum five (5) year period. The draft Financial Plan will be developed based on demand forecasts by the Parties. The draft Financial Plan will be updated or reviewed every year.
  - (e) Based on the draft Financial Plan, the Tri-County Water Board will prepare, or have prepared, a new capacity capital plan to address future new capacity capital requirements for the System over a ten (10) year period or such other time period determined by the Tri-County Water Board.
  - (f) Intentionally deleted
  - (g) Subject to Sections 24(a) through (d) herein, the Tri-County Water Board will provide new capacity on an as-required basis sufficiently in advance of growth as to not impede development for any Party. In any event, the Tri-County Water Board will initiate the design and construction of works required for System optimization, or capital expansion of the System, when recorded water flow demand on the System reaches eighty-five (85) percent of the System capacity, or as otherwise determined by the Tri-County Water Board.



- (h) The Tri-County Water Board shall decide how to finance and recover the costs of providing new capacity.
- (i) No Party will make changes or permit changes to works connected to the System that will have an adverse effect on the System or result in a larger demand being placed on the System than the System is designed to meet, and for the purposes of this section, the Tri-County Water Board may, from time to time, allocate and reallocate any unallocated capacity in the System among the Parties.
- (j) Further work required to expand the System's capacity beyond the work described in "Schedule A" would require the participation of only those municipalities that require additional capacity in excess of their allocated capacities.

## 25. System Service Rate

- (a) The Tri-County Water Board will establish a "System Service Rate" for the System that will be charged to the Parties to pay the costs of the System. The System Service Rate will be amended from time to time as agreed to by the Tri-County Water Board. The System Service Rate (in dollars per cubic metre) will be determined on the basis of dividing the total budgeted costs of the System by the total forecast water usage. The costs of the System shall include:
  - i. the Operating Budget costs;
  - ii. the Capital Budget costs;
  - iii. the Reserve Fund costs;
  - iv. the cost of repaying any capital debt and interest for the System; and
  - v. any other costs that the Tri-County Water Board decides to include in the System Service Rate.

- (b) In the event that the Tri-County Water Board does not approve the draft System Service Rate for a year prior to December 31<sup>st</sup> of the previous year, the lesser of the rate established in the proposed System Service Rate or the previous System Service Rate plus an increase equal to the average rate increase in the Consumer Price Index would apply until such times as that year's System Service Rate is approved by the Board.

#### 26. New Municipalities (Parties)

A new municipality to the System shall be required to purchase capacity in the System prior to: (i) becoming a Party to this Agreement; (ii) appointing Members to the Tri-County Water Board; and (iii) connecting to the System. Admission of a new municipality to the System will require a simple majority vote of the Tri-County Water Board. The Tri-County Water Board's approval of the new municipality shall be subject to the new municipality's purchase of capacity in the System. Where the requests of any new municipality for a volume of water from the System is approved by the Tri-County Water Board, and such supply of water would affect the System Service Rate adversely for the Parties, the Tri-County Water Board shall require a capital payment from the new municipality in order to stabilize the System Service Rate to the level which existed prior to the approved entry of the new municipality to the System. Further, any new municipality must first become a Party and agree to be bound by all the terms and conditions of this Agreement. If the entry of a new municipality would cause the System Service Rate to decrease, such a benefit must be conferred rateably upon all Parties based on their capacity allocation.

#### 27. Parties Leaving the System

- (a) Any Party wishing to withdraw from the System shall provide the other Parties with a minimum of eighteen (18) months' prior written notice of its intention to do so. Such notice is to be effective on December 31<sup>st</sup> of the year in which the eighteen

(18) month period ends. Any such Party shall continue to be responsible annually for its portion of the outstanding capital debt of the System as it exists at the date of departure. The Party that leaves the System shall pay an annual charge based on the percentage calculation of their share of the total flows from the System during the final full year in which the Party was a participant in the System (Party's total annual flow divided by the Total System flow times the annual debt charge), or the percentage calculation of their share of total flow, whichever is the greater. However, if arrangements can be made for a new municipality or another existing Party to assume the capital obligations of an existing Party, then the existing Party shall be released from such obligations. A Party leaving the System will not be entitled to any capital payment or payment of equity in the System upon leaving. Such Party may be entitled to a proportion of any Reserve Fund in the sole and absolute discretion of the Tri-County Water Board, such payment to be based upon: (i) the proportions referred to in Schedule "B"; (ii) the amount of the Reserve Fund; (iii) the liabilities of the System; (iv) any need to expand, maintain or repair the System in the future and corresponding costs of same; and (v) such other factors as the Tri-County Water Board may reasonably consider having regard to the best interests of the System. A party that leaves the System will not be responsible at date of departure from the System for debt incurred after the departure date but shall remain responsible for its share of the debt relating to the System as of the date of departure.

- (b) A party that has given notice of its intention to withdraw from the System shall be responsible for the cost of a modelling study by a qualified and independent engineering body to determine what, if any, operational changes to the System are required to ensure the safety and viability of the System.
- (c) The Party referenced in 27(b) above shall submit a proposed Terms of Reference for the modelling study and the name of the engineering body proposed to undertake the study to the Tri-County Water Board which shall approve or reject the proposals. Should the Tri-County Water Board reject the proposal(s), it shall

state in detail the reasons for its rejection. The Party referenced in 27(b) shall then revise its proposal(s) and make a subsequent submission to the Tri-County Water Board. Should the Tri-County Water Board again fail to approve the subsequent submission, the issue shall be resolved through the Dispute Resolution process described in Section 30.

- (d) A party withdrawing from the System shall in addition, be responsible for capital costs which have been identified in the modelling study.
- (e) In the event that a Party leaves the System, the Party shall transfer all of its right, title and interest in its ownership of the System to the Parties remaining in the System rateably in accordance with their ownership of the capacity based on Schedule "C", as amended from time to time. The remaining Parties shall not be required to remit payment to the Party withdrawing from the System for the transfer of the withdrawing Party's capacity contemplated in this Section 27(e).

## 28. Prohibited Actions

Unless otherwise determined by the Parties or by this Agreement, the Parties hereby agree as follows:

- (a) No additional municipality shall be admitted as an owner or user of the System;
- (b) Apart from the System's unallocated capacity, the capacity allocations set out in Section 5 and Schedule "C" herein shall not be reallocated; and
- (c) There shall be no sale or transfer of all or part of the System.

## 29. Parties Right to Information

The Parties acknowledge that the following information relating to the System shall be fully disclosed and shared among the Parties:

- (a) Ministry Orders (MOE, Labour, etc.);
- (b) Serious Occurrence Reports;
- (c) Ministry Inspection Reports;
- (d) Monthly Use/Capacity Calculations;
- (e) Annual Report;
- (f) Correspondence re: System operations;
- (g) Legal correspondence;
- (h) Annual Available Capacity Report;
- (i) Operator's Reports;
- (j) Annual Proof of Insurance;
- (k) Quarterly Financial Report; and
- (l) Administering Municipality or Administering Authority Report. (the "Listed Information").

In the event that the Administering Municipality or the Tri-County Water Board receives a request for the Listed Information from any of the Parties, the Listed Information shall be delivered to the requesting party within fifteen (15) business days. If the request is vague or requires clarification, the Administering Municipality or the Tri-County Water Board shall, within fifteen (15) business days, send to the requesting party a notice for more particulars about the request. Assuming a clear request is made, the Listed Information shall be provided within the timelines contemplated herein. If the Listed Information is relevant to a decision of the Tri-County Water Board, the decision shall not be made until such time as the Listed information has been produced. The Parties shall have a further general right to all information relevant to the System.

### 30. Dispute Resolution

(a) All disputes, claims, controversies or questions arising out of, under, or in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach of it, shall be submitted to binding arbitration as follows:

- i. the Party and the Tri-County Water Board may agree to appoint a single arbitrator, who has experience in drinking water treatment systems whose decision shall be final and binding; or
- ii. in the event that the Party and the Tri-County Water Board cannot agree upon a single arbitrator, then the Party shall select one individual and the Board shall select one individual and the resulting two individuals shall select a third individual who shall be the sole arbitrator. If either the Party or the Tri-County Water Board fails to appoint a nominee within fifteen (15) days after receipt of a written notice from the other of them requiring that such appointment be made, then the individual chosen by either the Party or the Tri-County Water Board, as the case may be, shall be the sole arbitrator.

(b) In all other respects, the rules and procedures to be used by the arbitrator shall be as set out in the *Arbitrations Act*, (Ontario), as amended, and every statutory provision that may be substituted for it or for any provision in it. The parties agree that the decision of the arbitrator shall be final and binding and that there shall be no appeal from it. The arbitrator shall have the discretion to award the non-offending party its costs and expenses incurred in connection with or as a result of such arbitration and on a substantial indemnity basis. The decision and award of the arbitrator may be entered and enforced in the relevant courts having jurisdiction.

(c) The Party(ies) who initiate the arbitration shall pay 50% of the costs of the arbitrator and the Tri-County Water Board shall be responsible for the remaining 50%. Each Party shall be responsible for its own costs including but not limited to legal,

engineering and other expenses.

### 31. Default

If the Administering Municipality is in default of this Agreement, the other Parties shall have the right to provide the Administering Municipality with notice of default ("Default Notice"). The Default Notice will set out the particulars of the default and specify the actions to be undertaken to remedy the default. The remedial efforts shall be completed within thirty (30) days of the Administering Municipality's receipt of the Default Notice or such reasonable time that may be required to remedy the default, failing which any non-defaulting Party shall have the right to make application to the Ontario Land Tribunal to replace the Administering Municipality with one of the non-defaulting Parties or an Administering Authority deemed acceptable by the Ontario Land Tribunal. If the Administering Municipality is also the Operator of the System, any non-defaulting Party shall also have the right to apply to the Ontario Municipal Board for the removal of the Administering Municipality as the System's Operator.

### 32. Liabilities Upon Dissolution.

The Parties hereby confirm that upon dissolution of the Tri-County Water Board, all rights, claims, undertakings, obligations, assets and liabilities of the Tri-County Water Board shall vest in the Parties and shall be shared by the Parties in accordance with each Party's ownership interest in the capacity allocation of the System as of the date of the Tri-County Water Board's dissolution. The Parties' current ownership interests in the System are set out in Schedule "C".

### 33. General

(a) This Agreement and its interpretation shall be governed by the laws of the Province of Ontario.

- (b) The headings and captions appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or a provision hereof.
- (c) No amendment to this Agreement shall be effective unless in writing and signed by all Parties to this Agreement.
- (d) This Agreement constitutes the entire agreement between the Parties and supersedes all previous or contemporaneous communications, representations or agreements. No oral agreement or conversation with any officer, agent or employee of any of the Parties, either before or after the execution of this Agreement, shall affect or modify any of its terms or obligations herein contained.
- (e) This Agreement shall enure to the benefit of the Parties and be binding upon their respective successors and assigns.
- (f) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall 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.
- (g) The failure on the part of one Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.
- (h) Any notice required to be or maybe given or made by one of the Parties hereto to the other shall be in writing and shall be delivered to the office of the Clerk of each of the other Parties and may be delivered by hand or by courier, by registered mail, or by facsimile or e-mail that provides a record of the text of the notice, addressed to the party for whom it is intended at their address or at the last address of which the sender has received notice in accordance with this Section. Any notice shall be deemed to be effective five (5) days from the day it is mailed or the date of delivery if the notice



is delivered by courier, facsimile or by e- mail. E- mail delivery shall require a receipt response.

- (i) The Parties hereto agree that they will do all acts and things and execute and deliver such further and other papers and documents and pass all resolutions and enact such by-laws as may be necessary and desirable or reasonably required by a party hereto to carry out the intent and purpose of and give full effect to this Agreement and every part thereof.

34. No Assignment.

This Agreement may not be assigned by any Party without the prior written consent of the other Parties, which consent may be arbitrarily withheld.

35. Compliance with Agreement and Applicable Laws

The Tri-County Water Board and the Parties shall comply with all terms, covenants and provisions of this Agreement and, with respect to the System and the subject matter of this Agreement, shall also comply with all applicable by-laws, statutes, regulations, ordinances and all other applicable laws. The contract with the Administering Authority or Administering Municipality and the contract with any Operator shall include a provision substantially similar to this Section 67.

36. Reporting to the Parties.

The Parties acknowledge that they may be obliged to include their proportionate shares of assets and liabilities of the System in their financial statements. The Tri-County Water Board and the Parties shall make reasonable commercial efforts to report to the Parties' Treasurers all financial information that may be required for each Party to meet their obligations to report their share of the System's assets and liabilities on their financial statements. Reasonable commercial efforts shall be made to provide each Party's

Treasurer with this information on or before March 31st each year.

37. Review of Agreement.

The Parties agree to conduct a review of this Agreement prior to the end of the expiry of every fifth year from the date first set forth above. IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by affixing their proper seals attested by the signature of proper persons duly authorized in that behalf:

THE CORPORATION OF THE MUNICIPALITY  
OF WEST ELGIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk  
We have authority to bind the Corporation

THE CORPORATION OF THE MUNICIPALITY  
OF SOUTHWEST MIDDLESEX

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk  
We have authority to bind the Corporation

THE CORPORATION OF THE MUNICIPALITY  
OF DUTTON DUNWICH

---

Mayor

---

Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE MUNICIPALITY  
OF CHATHAM- KENT

---

Mayor

---

Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE VILLAGE OF  
NEWBURY

---

Reeve

---

Clerk

We have authority to bind the Corporation

## SCHEDULE "A"

### DESCRIPTION OF THE SYSTEM

- 2 Raw water intakes (main and back up)
- Low lift Pumping Station and Grounds – (Chlorination Building, Low Lift Pump building and Electrical Building)- 8662 Graham Road, West Lorne
- 2 Raw water transmission Lines
- Water Treatment Plant and Grounds (one building and 2 storage tanks, plus 2 naturalized ponds) – 9210 Graham Road, West Lorne
- Water Mains (as outlined below):
  - 400mm from Water Treatment Plant to Eagle Meter Pit
  - 400mm from Water Treatment Plant to Stand Pipe in West Lorne
  - 400mm from Stand Pipe in West Lorne to Pumping Station and Reservoir owned by Southwest Middlesex
- West Lorne Stand Pipe and Grounds – 1173 Jane Street, West Lorne
- Fiber Optic Communication Equipment located in the following meter pits:
  - Eagle West
  - Eagle East
  - Silver Clay Line
  - Marsh Line
  - Pioneer Line
  - Finney Street
- Tri-County Billing Meters and Valves
  - Eagle East (Billed to D/D)
  - Marsh East (Billed to D/D)
  - Pioneer East (Billed to D/D)
  - Finney St. (Billed to SWM)
  - Hagerty Rd#1 (Billed to Newbury)
  - Hagerty Rd#2 (Billed to C/K)

### Exclusions

- (a) All connections to the 400mm watermain between the Water Treatment Plant and the SWM Reservoir
- (b) All meters except those listed above and those in the Water Treatment Plant

**NOTE:** Item(s) can be added or deleted from the System through amendments to this Schedule as decided by the Tri-County Water Board.

**SCHEDULE "B"**  
**PROPORTIONAL WATER CONSUMPTION AND REPRESENTATION ON TRI-COUNTY WATER BOARD**

Party	2017 Water Consumption m <sup>3</sup>	2018 Water Consumption m <sup>3</sup>	2019 Water Consumption m <sup>3</sup>	Total Consumption m <sup>3</sup>	3 Year Average Water Consumption m <sup>3</sup>	Percentage
West Elgin	479,101.00	532,751.00	568,262.00	1,580,114.00	526,704.67	39.15%
Southwest Middlesex	346,014.00	345,114.00	362,240.00	1,053,368.00	351,122.67	26.10%
Dutton Dunwich	341,549.00	365,410.00	320,566.00	1,027,525.00	342,508.33	25.46%
Chatham-Kent	85,139.00	90,849.00	79,651.00	255,639.00	85,213.00	6.33%
Newbury	42,792.00	43,034.00	33,076.00	118,902.00	39,634.00	2.95%
<b>Total</b>	<b>1,294,595.00</b>	<b>1,377,158.00</b>	<b>1,363,795.00</b>	<b>4,035,548.00</b>	<b>1,345,182.67</b>	<b>100.00%</b>

Notes: Relates to Section 7(a) of agreement. Each party has one member plus one additional member for every 10% of Total Consumption

1. The interests of the Parties in the System shall be as tenants-in-common, each as to the undivided interest according to their proportional water consumption.
2. This schedule will be updated for each Council term on the basis of the water consumption of each Party over the previous three (3) full years. For clarity, the election year shall be excluded because data will not be available for the year of the election (the election will be held prior to the completion of that year).

**SCHEDULE "C"**  
**CAPACITY AND OWNERSHIP AMONGST PARTIES**

<b>Party</b>	<b>Capacity in m<sup>3</sup></b>	<b>Percentage</b>
West Elgin	1,714,857.32	43.24%
Southwest Middlesex	980,371.72	24.72%
Dutton Dunwich	759,074.22	19.14%
Chatham-Kent	315,289.45	7.95%
Newbury	196,312.30	4.95%
<b>TOTAL PURCHASED CAPACITY</b>	3,965,905.00	
Capacity in the Plant	4,438,400.00	
Reserve Capacity	472,495.00	

Note:

Capacity is calculated using the percentage of Purchased Capacity

**SCHEDULE "D"**  
**MINIMUM PURCHASE VOLUME**

	2017	2018	2019	Total	Average	Minimum Purchase *
<b><u>Section 22 (i) - Chatham-Kent</u></b>						
Water Consumption:	85,139.00	90,849.00	79,651.00	255,639.00	85,213.00	63,909.75
<b><u>Section 22 (ii) - Dutton Dunwich</u></b>						
Water Consumption:						
Eagle	276,911.00	348,568.00	309,993.00	935,472.00	311,824.00	
Marsh	17,958.00	7,945.00	9,971.00	35,874.00	11,958.00	
Pioneer**	46,680.00	8,897.00	602.00	56,179.00	18,726.33	
Amount for Section 22	341,549.00	365,410.00	320,566.00	1,027,525.00	342,508.33	256,881.25
<b><u>Section 22 (iii) - Southwest Middlesex</u></b>						
Water Consumption:						
Total Billed	473,945.00	478,997.00	474,967.00	1,427,909.00	475,969.67	
Adjust for Newbury	42,792.00	43,034.00	33,076.00	118,902.00	39,634.00	
Adjust for Chatham-Kent	85,139.00	90,849.00	79,651.00	255,639.00	85,213.00	
Adust for Beattie Line						
Amount for Section 22	346,014.00	345,114.00	362,240.00	1,053,368.00	351,122.67	263,342.00
<b><u>Section 22 (iv) - Newbury</u></b>						
Water Consumption:						
Amount for Section 22	42,792.00	43,034.00	33,076.00	118,902.00	39,634.00	29,725.50
<b><u>Section 22 (v) West Elgin</u></b>						
Water Consumption:						
Water Billed	454,723.00	507,859.00	545,205.00	1,507,787.00	502,595.67	
Water Loss	24,378.00	24,892.00	23,057.00	72,327.00	24,109.00	
Beattie Line						
Amount for Section 22	479,101.00	532,751.00	568,262.00	1,580,114.00	526,704.67	395,028.50



**SCHEDULE “E”**  
**TRI-COUNTY AND MEMBER MUNICIPALITY WATER LINE MAPS**

Provided as PDF's as a separate attachment