

## WATER/WASTEWATER BILLING SERVICES AGREEMENT

THIS AGREEMENT made in quadruplicate this **26th** day of **October 2020**.

BETWEEN:

**The Corporation of the Township of Centre Wellington**  
("TCW")

OF THE FIRST PART

- and -

**Centre Wellington Hydro Ltd.**  
("Contractor")

OF THE SECOND PART

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT, THE PARTIES HEREBY AGREE AS FOLLOWS:

### Definitions

1. In this Agreement the following terms shall have the meaning ascribed to them:
  - (a) "Act" refers to the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1., as amended;
  - (b) "Catch-up" refers to the difference between the life to date consumption billed to the customer and the life to date consumption as registered by the water meter;
  - (c) "Commercial/Industrial Customer" refers to all non-residential properties and mixed used properties;
  - (d) "Commercially Reasonable" are the commonly accepted practices which the Contractor used from information collection, billing, customer notifications, and arrears collections for electric Customers. These practices applied to electric Customers are a baseline practice which are to be applied to water / wastewater Customers;
  - (e) "Customers" refers a water and / or wastewater customer;
  - (f) "Deferred Payment" refers to a required payment resulting from a catch-up amount outstanding in addition to the current billing;
  - (g) "Direct Read" refers to a read taken by a meter reader directly from the water meter and does not include a read taken from a Remote;
  - (h) "E-bill" means a bill that is delivered electronically to a Customer;

- (i) "Estimate" refers to a reading attributed to an account in the absence of an actual reading;
- (j) "Regulations" refers to the regulations passed under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1., as amended;
- (k) "Remote" refers to a device that is attached by wire to the water meter and is capable of communicating the read from the water meter;
- (l) "Residential Customer" refers to any customer whose water consumption is for normal household purposes such as bathing, cooking, washing, etc.;
- (m) "Standards" refers to the applicable industry standards for services;
- (n) "TCW" refers to Township of Centre Wellington;
- (o) "AMI" refers to advanced metering infrastructure; and
- (p) "MRX" refers to radio module receiver.

## **METER READING**

### Regular Readings

2. Unless otherwise directed by TCW, the Contractor shall conduct all readings within the township on behalf of TCW from the remote or AMI system inside the serviced location receiving municipal water services. This doesn't exclude TCW from obtaining its own data.

All direct water reads, when required, for locations receiving municipal water services is done by TCW's Water department personnel.

### Frequency of Reads

3. Contractor shall use its best efforts to read the meters via remotes or AMI of residential customers not less than once every month or such other periodic basis mutually agreed to in writing between the parties of the contract.
4. Contractor shall use its best efforts to read the meters via remotes or AMI of Commercial/Industrial customers not less than once every month or such other periodic basis mutually agreed to in writing between the parties of the contract.

### Method of Recording

5. Except where the customer is requested to provide a direct read, each direct read or remote read shall be captured electronically and the reading capture device shall be capable of communicating to the person conducting the read to the correct decimal place and number of dials to be read for each customer location.

#### Final Reads

6. In the case where the customer at a serviced location is going to change, the Contractor shall make best efforts to obtain a final meter reading for the serviced location either by AMI reading or from the remote.

#### Re-reads

7. Upon request by a customer or TCW, the Contractor will re-read the meter when a concern over reading accuracy is raised. In the event that there is an error in the meter reading, the customer's original bill will be cancelled and a new bill prepared and provided to the customer at no cost to the customer. Alternatively, the Contractor may elect to accordingly adjust the amount owing on the next month's bill to correct the error.

#### Routes

8. Contractor shall develop the most efficient routes for reading the meters.

#### Hours of Work

9. The meter reading services shall generally be provided between the hours of 8:30 a.m. and 4:30 p.m. on week days, subject to extenuating circumstances.

#### Training

10. Contractor shall be responsible for training its employees, agents and subcontractors to take accurate reads from all TCW meters, remotes, MRXs, and AMI. Contractor shall also be responsible for notifying its meter reading employees, agents and subcontractors of any dangers that it knows or ought to know are present at a specific customer location.

#### Notification of Irregularities

11. Contractor shall notify TCW of all serviced locations where the meter, MRX, remote or AMI has stopped functioning correctly.
12. Contractor shall notify TCW of any serviced locations where it appears that water service is provided but is not metered.
13. Contractor shall notify TCW of any premise where it appears that the water service has been illegally by-passed or if the remote or meter is damaged or has been tampered with.
14. Notification of irregularities shall be provided monthly.

## **BILLING**

### General

15. Contractor shall calculate the water / wastewater charges based on the reads of the consumption drawn in the case of a base rate plus volume usage or fixed rates where applicable, and any ad-hoc charges, all in accordance with the latest TCW by-laws. Contractor shall produce the customer invoices and distribute these invoices as part of the customer's regular electric bill. The frequency of the water / wastewater invoices shall be the same as the electric billing or monthly, whichever is more frequent.

### Estimates

16. (a) In the event the meter or remote appears to have malfunctioned, Contractor shall estimate the amount of consumption for the period based on the customer's historic use and apply current year's rates and billing practices.  
  
(b) In cases where the customer is serviced with water but has no meter, Contractor upon discovery shall bill the customer TCW's fixed service charge and any other charges as directed by TCW's latest billing rates and policies. Under no circumstances will the Contractor bear any liability in relation to the malfunctioned remote, the absence of a customer meter, or for loss of revenue or consumption charges that could have been charged to the customer but for the malfunctioned remote and/or the absence of a meter, except in the case of the negligence of the Contractor or its employees, agents or subcontractors.

### Catch-Up

17. Upon the completion of a meter work order that indicates that there is catch-up consumption, the Contractor shall apply TCW's applicable approved rates and billing policies to the catch-up amount.

### Billing System Capabilities

18. Contractor shall provide the necessary computer hardware, software and staffing resources to correctly calculate the fees for service during the billing period, apply customer payments and adjustments, and retain and maintain the customer and water meter database. Without limiting the generality of the foregoing, the Contractor's billing system shall be specifically capable of:
  - (a) All water reads are read and consumption billed in metric measurement;
  - (b) changing billing rate structures on a customer-wide and customer-group basis;
  - (c) accommodating a range of customer payment options, including deferred payments;
  - (d) providing overdue account notification, ten days after the due date, including to landlords and tenants as required;
  - (e) accommodating non-cyclical billing requests (e.g. change of ownership of property with non-billing cycle moving dates);



- (f) including miscellaneous ad-hoc billings related to water / wastewater services;
  - (g) calculating an adjusted bill or replacement bill to replace an existing bill as required;
  - (h) recording the type of reads by customer (e.g. meter read or estimate read);
  - (i) specifying the required number of digits to be read associated with specific meter types;
  - (j) rejecting non-conforming reads with respect to the number of digits to be read;
  - (k) flagging consumption which is outside of the pre-set high/low parameters for the account;
  - (l) pro-rating over a rate change period;
  - (m) providing flat rate billing where a meter cannot be installed;
  - (n) monthly and annual (i.e. January 1 to December 31 inclusive) usage for each meter expressed in cubic meters; and
  - (o) the ability to add additional rate types e.g. stormwater charges.
19. Contractor will provide TCW with customer contact and meter information, which complies with security and privacy of personal information requirements.

Customer Bill Content

20. The bills produced by the Contractor shall be in conformity with the Ontario Energy Board requirements, and shall have a prominent, dedicated section for the water / wastewater portion of the bill. The typeface used in this section will conform to the typeface used in the electric portion of the bill, although the Contractor shall endeavour to comply with TCW's accessibility policies.
21. The water / wastewater invoice shall include the following information listed below. Any significant revisions to TCW's portion of the bill, where such changes materially impact the ongoing operational costs of producing the bill, those additional costs shall be at TCW's expense.

*On the joint part of the bill:*

- (a) Customer name, address and account number;
- (b) serviced address;
- (c) account classification;
- (d) date meter read;
- (e) date of previous meter reading;
- (f) number of days of consumption that the billing period covers;
- (g) penalties and late payment charges;
- (h) payments received during the billing period;
- (i) opening account balance;
- (j) total amount due;
- (k) equal payment plan amount due (year to date charges, payments, balance);

- (l) date due;
- (m) amount payable;
- (n) phone numbers for customer billing enquiries, meter maintenance service calls, and after hours meter leaking calls only; and
- (o) remittance stub indicating complete customer profile, amount owing and interest after date on which amounts are payable.

*On TCW part of the bill:*

- (p) water read in cubic meters;
- (q) previous period reading;
- (r) current period reading and indication if it is an estimate;
- (s) consumption for the equivalent period or average per day for the equivalent period of the previous year consumption charge for water;
- (t) wastewater charges;
- (u) service charges for both water / wastewater (shown separately);
- (v) special charges and fees;
- (w) catch-up amount due;
- (x) billing adjustments; and,
- (y) ongoing long-term special line items (i.e. Fire Protection).

#### Equal Billing/PAP Options Allowed

- 22. Contractor shall offer the customer an equal payment and/or Pre-Authorized Payment options if those options are also available for the electric portion of the bill and provided that the account is adjusted to actual compensation at least once a year as it relates to the equal payment option. Debit balances are rolled into next years payment plan. Credit balances over \$50 will be returned via cheque or pre-authorized credit.

#### Customer Communications

- 23. The customer's bill shall have a text communication area as a shared section within the common portion of the bill. Contractor shall implement this communication for water, wastewater, electricity or other communication purposes as deemed appropriate by the Contractor and agreed to by TCW for water / wastewater related information.
- 24. In addition to the customer communication area of the bill, TCW may request the inclusion of inserts in accordance with the specifications provided by the Contractor and at a cost to be negotiated between the parties.

#### Databases and Information Flow

- 25. Contractor shall maintain and store a database for each customer, account, meter, service, meter read, volume calculation, service orders, and customer interactions within the Contractors Customer Information System (CIS) and TCW will notify the Contractor of any required data and data formats. Data extracts will be provided from the Contractor to TCW within 5 business days, monthly and upon request.

#### Meter/Service Work

- 26. Contractor shall communicate in writing (by electronic means) all meter work requests to TCW.

27. TCW shall communicate in writing (by electronic means) all completed work order requests to the Contractor.

#### Notification of Billing Adjustments

28. Contractor shall take the following steps with catch-up billing within twenty (20) working days after the month's end in which that situation arises whenever possible:
- (a) apply the catch-up consumption to the current bill in accordance with this agreement and the Contractor shall note the catch-up consumption and the time of the billing adjustment in the customer's file; and,
  - (b) when requested, explain to the customer the reasons for the catch-up.

### **CUSTOMER SERVICES**

#### General

29. Contractor shall provide customer services in the same fashion as electric services, as well as through a customer service counter and via telephone, mail, fax and email responses. Contractor shall provide appropriate responses in a courteous and timely fashion. Without limiting the generality of the foregoing, the following Contractor shall:
- (a) explain charges on a customer's account;
  - (b) inform the customer of TCW's rates, billing and collection practices;
  - (c) log a service request for broken meters, remotes, MRXs, AMI and forward it to TCW for appropriate response and/or action by TCW; and
  - (d) provide customer account updates (change of banking information or ownership, seasonal disconnects/reconnects, etc.).
30. Contractor shall not be required to defend, justify or provide an opinion to a customer on the fairness or suitability of TCW's water / wastewater policies, rates or water quality.
31. Contractor's record-keeping system shall have the capability to log, categorize and archive customer inquiries and such information shall be provided to TCW on a real-time basis

#### Customer Service Hours of Operation

32. Contractor shall provide customer services during Contractor's regular hours of business.



## **CUSTOMER PAYMENTS**

### Cash Collections

33. Contractor shall allow customer payments at the same locations as electricity customers.
34. Contractor's billing system and cash collection processes shall be adapted to incorporate the capability to facilitate the following:
  - (a) multiple payment options;
  - (b) NSF cheques;
  - (c) post-dated cheques;
  - (d) damaged cheques and those that cannot be processed;
  - (e) audit trails and internal controls over accuracy and completeness;
  - (f) duplicate payments and deposits;
  - (g) partial payments;
  - (h) overpayments;
  - (i) stale dated cheques; and
  - (j) deferred payments.

### Overdue Accounts

35. Unless otherwise communicated by TCW, an overdue interest charge as prescribed by the Contractor shall be imposed on all water / wastewater accounts not paid in full by the due date specified on the customer bill. Any revenue therefrom shall be collected by the Contractor and paid to TCW.
36. Contractor shall be responsible for making every reasonable effort to collect past due accounts, including but not limited to, the imposition of overdue interest and notification to the customer of past due amounts through email, written and/or telephone contact. Overdue interest rates charged to customers shall be the same as those charged by the Contractor for electricity customers (current effective annual rate of 19.56% per annum or 0.04896% compounded daily rate as of date of signing

### TCW Assistance

37. Contractor may elect to request TCW's assistance in collecting active past due water / wastewater accounts in arrears for more than sixty (60) days. Upon the request of the Contractor, TCW and the Contractor shall determine appropriate actions which may include the termination of service, a repayment plan or such other action that may deem to be appropriate. The Contractor will promptly notify the customer of the outcome and take appropriate action.



### Transfer of Accounts to TCW

38. Contractor shall transfer to TCW all finalised customer accounts (whether they are customer owned or tenant accounts) that have been in arrears for more than 24 days.
39. Contractor shall provide by way of email, the address and amounts broken down between water / wastewater, all final accounts transferred to TCW for tax rolling.
40. Contractor shall provide TCW with copy of the letter sent to the Landlord advising that water / wastewater charges are being transferred to the tax roll detailing unit that the arrears applies to.
41. Where Contractor receives a payment, including post-dated cheques, from the Customer after the account has been transferred to TCW, Contractor shall notify TCW within ten (10) working days after the month's end in which the receipt occurred.

### Collection Agencies Restricted

42. Contractor shall not transfer any arrears of accounts to an independent collection agency unless authorized in writing to do so by TCW. If so authorized, all associated costs of the debt collection process, including agency and legal fees, shall be at TCW's expense.

## **FLOW OF MONIES TO TCW**

### Calculation

43. Contractor shall apply payments received from customers first to owing electricity charges and then to the water / wastewater owing amounts. Contractor shall forward to TCW, or other entity as directed by TCW, the total amount billed to customers in respect to water / wastewater charges, less the total fees or other amounts charged by the Contractor for its services pursuant to Schedule "A" attached hereto, plus the amount of any account transferred to TCW during such month, not more than thirty (30) days after the month's end in which the collection of amounts occurred.
44. Payment shall be made by way of cheque until such that the Contractor is setup to make payments via Direct Deposit to all vendor accounts.
45. Under no circumstances will the Contractor withhold payment or contra other non-water or non-wastewater related items from the monthly remittance required.

### Reporting

46. At the time of payment to TCW, the Contractor shall email the following information to accounts payable at TCW. The information shall include the following:
  - (a) number of Customers billed and total volume of water / wastewater billed (expressed in cubic metres) by service area;
  - (b) amount billed; and,

- (c) Contractor's charge for performing the service to TCW as set out in the Schedule A of the Water/Wastewater billing services agreement.
47. Any questions regarding reporting should be directed to TCW's Treasurer or Deputy Treasurer or the Contractor's Vice President /Treasurer, respectively.

## **CHANGES TO THE SERVICES**

### Quarterly Contact Administrative Meetings

48. TCW or Contractor may request from the other party a quarterly review of the performance of the services by each party and each party's obligations and to review any potential changes to the services.

### Responsibility of TCW for Meter and Remote Maintenance

49. TCW shall provide the Contractor with two meter reading devices. On-going maintenance of the meter reading devices will be the responsibility of TCW. A work station with the necessary and applicable software loaded shall be provided by the Contractor.
50. The parties acknowledge that TCW is the owner of the meters, remotes and AMI at serviced locations and is responsible for their maintenance and to keep them in good working order.
51. Upon receipt of a notice of a defective meter or remote from the Contractor, TCW shall make best efforts to contact the customer within ten (10) working days to arrange for an appointment to inspect, test and repair the meter and/or remote.
52. TCW shall make best efforts to inspect and repair the meter or Remote of a Customer within fifteen (15) working days following notification by the Contractor. Contractor shall bear no responsibility for the collection of any unbilled water / wastewater consumption of that customer during the inspection, repair, maintenance or replacement time period.
53. Upon completion of the inspection, repair, maintenance or replacement of the meter or remote, TCW shall notify the Contractor of the results of the work within five (5) working days or completion and convey the appropriate information necessary to correct and update the customer's account and the meter or remote information, such as readings, serial numbers, make and model of new equipment installed, and the old equipment removed.

### Supervision

54. Contractor shall provide efficient supervision of the services it provides to the customer and TCW.

### Staff and Methods

55. Contractor shall ensure that its employees, agents and subcontractors comply with the applicable legislation, regulations and TCW by-laws and policies as applicable. TCW will forward all applicable by-laws and policies to the Contractor on a timely basis.
56. Any of the Contractor's employees, agents or subcontractor's responsible for meter or remote reading that are deemed by TCW, acting reasonably, to be unacceptable because of incompetence, improper conduct, security risk or disregard for the safety of themselves or others shall be removed from the place at which the services are being performed and replaced forthwith.
57. The Contractor shall supply required vehicles and any other equipment not defined in this agreement for staff to provide services outlined in this agreement.

## **TERMS AND TERMINATION**

### Term of Agreement

58. The term of the Agreement shall be for a period of five (5) years commencing on the date of signing the agreement and will continue on an annual basis thereafter. The Pricing as set out in Schedule "A" for year 2 and each year thereafter shall be adjusted at the beginning of each year by the annual Consumer Price Index (CPI) as published by Statistics Canada at the end of previous year.

### Termination

59. Either party may at any time and for any reason by notice in writing suspend or terminate the services or any portion thereof on three hundred and sixty-five (365) days' written notice. Upon termination, Contractor shall provide all data files pertaining to services rendered pursuant to this agreement to TCW and shall return any and all remotes and other equipment provided by TCW.
60. Upon receipt of such notice by TCW, Contractor shall perform the services reasonably necessary, as determined by TCW, to complete the billings to the end of the notice period and close out the services referred to in this agreement. Contractor shall only be entitled to bill for Contractor's services performed up until the expiry of the three hundred and sixty-five (365) day notice period at the rate in place at the time of receipt of the bill.
61. Both parties reserve the right at its exclusive option to terminate this agreement without further liability of any kind upon sixty (60) days written notice:
  - i. for failure by the other party to perform its obligations under the agreement in a timely fashion or as required by this agreement; and
  - ii. for breach of a condition of the agreement by the other party.

### Ownership and Transfer of Customer and Maintenance History Data

62. In the event this agreement is terminated or comes to an end, the parties agree that the Contractor will deliver to TCW, the water / wastewater customer data, history, serviced location meter data and history in electronic format, and equipment. The party initiating



the termination will be responsible for any CIS vender costs to provide data and required services for Ownership transfer.

## **INDEMNIFICATION**

### General

63. Contractor covenants and agrees to indemnify and save harmless TCW, its directors, officers, employees and agents from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including substantial indemnity legal fees, recovered against TCW, its directors, officers, employees or agents, arising out of the performance of the Contractor's services under this agreement, including without limitation any negligent act or omission by any director, employee or agent of the Contractor in providing the services, save and except where the liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including substantial indemnity legal fees, arises out of the negligence or wilful misconduct of TCW, its directors, officers, employees or agents. Contractor agrees that it shall provide TCW with prompt notice of any matter giving rise to this indemnification.

### Damage Claims

64. Contractor shall continuously protect TCW and Customers' property and any adjacent property from damage, injury or loss arising in connection with this agreement. It shall make restitution at its own expense for any damage, injury or loss to TCW or customers' property or adjacent property. Contractor shall not be responsible for any such damage, injury or loss which TCW has agreed in writing to insure or which may be directly caused by TCW, its agents or employees.

### Force Majeure

65. (a) Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, labour disruption, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.
- (b) In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- (c) Should the Force Majeure event last for longer than thirty (30) days, TCW may terminate this agreement by notice to the Contractor without further liability, expense or cost of any kind.

## **INSURANCE**

### General Liability

66. Contractor shall effect prior to the commencement of the services, and shall maintain and keep in force during the carrying out of the Contractor's services under this agreement, commercial general liability insurance, naming TCW as an additional insured, protecting both the Contractor and TCW against claims for contractual liability, personal injury, bodily injury, death, property damage, or other third party or public



liability claims arising from any accident or occurrence in respect of such services performed by the Contractor, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) in respect of any one accident or occurrence.

#### Automobile Liability

67. Contractor shall effect prior to commencement of the services, and shall maintain and keep in force during the carrying out of the services, automobile liability insurance. Such policy shall protect the Contractor against all liability arising out of the use of owned and non-owned automobiles. The limits of the liability under this insurance policy shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

#### Terms and Policies

68. Contractor shall effect, and shall keep in force during the carrying out of its services, naming jointly the Contractor and TCW, any other form of insurance as TCW may from time to time require, in which case the fees set out in Schedule "A" attached hereto may be adjusted accordingly to allow for the costs of the additional premiums for such insurance.
69. In the event that TCW requests that the amount of coverage be increased under any policy of insurance required to be effected under this section, Contractor shall endeavour forthwith to obtain such increased coverage and TCW shall pay for any additional cost thereof with written notice.
70. Any policies required to be effected by the Contractor shall, where available, contain a cross-liability clause.
71. Subject to paragraphs 76 and 77 in this agreement, Contractor shall pay all premiums and costs of all insurance required to be effected by the Contractor under any provision of this agreement, and shall, prior to commencing its services, furnish to TCW a certificate of insurance and from time to time keep on file with TCW any renewal agreement and other documents sufficient to show and establish accurately at all times the current status of policies in force, and in particular shall submit to TCW not later than fifteen (15) days before the expiration of every current policy evidence of the renewal of the policy or the issuance of a replacement policy and of the payment of all premiums due for the renewal or replacement, and shall promptly notify TCW of any cancellation or intended cancellation by any insurer of any policy or any circumstances known to the Contractor materially affecting its coverage. Contractor should advise TCW of any insurance carrier change but does not require prior approval to change carriers.
72. If the Contractor defaults on any of its obligations under this agreement regarding insurance, TCW may, but is not obliged to, place any insurance at the cost and expense of the Contractor, or pay any arrears of premium, and any expense incurred by TCW, including deductible payments, shall be reimbursed to it by the Contractor on demand without prejudice to any other rights and remedies of TCW under this agreement.

## SUCCESSORS AND ASSIGNS

### Previous Agreements

73. This agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with, or incidental to, the services.

### Inspection and Access

74. TCW shall have the right to periodically examine the Contractor's records and equipment to ensure the completeness and accuracy of the customer's payments processed. TCW shall provide the Contractor with at least seventy-two (72) hours notice of its intent to examine the Contractor's records and equipment.

### Relationship of the Parties

75. (a) Contractor expressly acknowledge that it is an independent contractor and no agency, partnership or employer-employee relationship is intended or created by this agreement.
- (b) Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform its services.
- (c) Contractor shall be solely responsible for all matters relating to leave, remuneration, Workers' Compensation, insurance premiums, discipline, and the health and safety of its employees, agents and subcontractors.

### Workplace Safety and Insurance Act

76. Contractor shall furnish evidence of compliance with all requirements of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, as amended, and its regulations passed thereunder. Such evidence shall include a certificate of good standing issued prior to commencement of the services under this Agreement.

### Taxes

77. Unless otherwise stated, TCW shall pay all applicable provincial and federal government sales taxes, known at the commencement of this agreement, with respect to the services carried out by the Contractor for TCW under this agreement. Contractor will charge the customer, where applicable, and remit the necessary taxes related to any of the services the Contractor provides directly to the customer.

### By-Laws, Codes and Regulations

78. Unless otherwise specified, Contractor shall obtain and pay for all necessary permits, licenses, certificates and inspections required for the execution of the services.
79. Where codes or regulations conflict, the more stringent shall govern.

80. Contractor shall maintain a copy of the Contractor's own internal code, policy or standard relating to the services, and agrees to produce such copy at the request of TCW.

#### Warranty

81. Each party represents and warrants to the other party that all of its written representations and warranties made in this agreement shall be true and correct in all material respects as at the time of the execution of this Agreement.

#### Dispute Resolution

82. (a) In the event of a dispute arising between TCW and Contractor as to their respective rights and obligations under this agreement, both parties agree to use their best efforts to resolve the dispute by mutual agreement for a period of not less than fourteen (14) days.
- (b) In the event the parties fail to resolve the dispute by mutual agreement after fourteen (14) days, either party may give written notice to the other party requesting the matter be submitted to a dispute resolution committee made up of a maximum of three mutually agreeable members drawn from either party or externally selected. This informal dispute resolution committee will convene a meeting and attempt to resolve the matter within fourteen (14) days of written notice of the other party agreeing to the request to submit the matter to the dispute resolution committee.
- (c) In the event the request to submit the matter to the dispute resolution committee is rejected or left unanswered, or the dispute resolution committee is unsuccessful in resolving the dispute, either party may give written notice to the other party declaring the attempted dispute resolution by mutual agreement to be a failure.
- (d) In the event notice of failure to resolve the dispute by mutual agreement is given, the dispute shall be submitted to binding arbitration by a single arbitrator mutually agreed to by the parties with the costs of the arbitration being borne equally by the parties.

#### Notice

83. Any notice required to be given under this agreement may be given personally or by prepaid first-class mail (in which case receipt shall be deemed to have occurred five (5) clear days after the mailing thereof) or via facsimile (in which case receipt shall be deemed to have occurred one day after transmission). Notice to the parties shall be delivered at the following address or fax numbers:

TCW: Township of Centre Wellington  
1 MacDonald Square  
Elora, ON N0B 1S0  
Fax: 519-846-2074

Contractor: Centre Wellington Hydro Ltd  
P.O. Box 217  
730 Gartshore Street



Fergus, ON N1M 2W8  
Fax: 519-843-7601

In the case of TCW, the notice shall be directed to the attention of the Treasurer or Deputy Treasurer. In the case of the Contractor, the notices shall be addressed to the Vice President/Treasurer.

Customer Information & Confidentiality

84. For the purposes of this section, "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M. 56, as amended and "Personal Information" shall have the meaning as defined in MFIPPA.
85. Customers' Personal Information shall be under the custody and control of TCW notwithstanding that the Contractor may be in possession of customer's Personal Information. Each party acknowledges that it is required to comply with MFIPPA. Each party shall take all Commercially Reasonable steps to enable the other party to comply with its obligations thereunder in relation to the protection of Customers' Personal Information and Customers' access to information.
86. Without limiting the generality of 82, each party shall:
  - (a) Develop and implement policies and procedures relating to public access to information and the protection of privacy and make those policies and procedures available to the public;
  - (b) Ensure that its employees are adequately trained in order to ensure that the policies and procedures are effectively implemented;
  - (c) Limit the collection of Personal Information to that which is necessary for the Contractor to comply with the Agreement;
  - (d) Ensure that Personal Information is used and disclosed only for the purposes for which it was collected except as allowed by law;
  - (e) Make Customers' Personal Information available to them as required by law;
  - (f) Retain Personal Information only as long as necessary for the fulfilment of the purpose for which it was collected or as otherwise required by the TCW;
  - (g) Protect the security and confidentiality of Personal Information from the time it is collected until it is destroyed; and
  - (h) Provide Customer with a Notice of Collection, by providing such notice in writing, electronically or posting it online, that indicates:
    - i. The Customer's personal information is collected under the authority of the *Municipal Act, 2011, S.O. 2011 c.25*, as amended, and will be used for the purposes of billing for water / wastewater use and collecting water / wastewater charges;



- ii. The Customer's personal information will be disclosed to TCW, who may also disclose the information to the property owner, for the purposes of collecting unpaid water / wastewater charges, including collection through the addition of the unpaid charges to the property's tax roll; and
  - iii. The name, title and contact information of the Privacy Officer for the Contractor and for TCW who can answer questions related to the collection, use and disclosure of the Customer's personal information.
87. Each party shall respect the privacy of the Customers and shall not comment on or divulge any information about the customer's premises or the customer's character to anyone except as provided in this agreement.
88. The Contractor shall not at any time before, during or after the completion of the services divulge any information communicated to or acquired by the Contractor or disclosed by TCW in the course of carrying out the Services provided for herein except as required by relevant legislation, or ordered by court or tribunal of competent jurisdiction. No such information shall be used by the Contractor before, during or after the completion of the Services on any other project without the prior written consent of the TCW.

#### Tax Changes

89. Where a change in Canadian Federal or Provincial taxes occurs after the contract execution date, TCW will increase or decrease its payments owing to the Contractor to account for the exact amount of tax change involved.
90. Claims for compensation for additional tax cost shall be submitted by the Contractor to TCW within sixty (60) days of the introduction of the change.
91. The *Retail Sales Act*, R.S.O. 1990, c. R.31, as amended, shall apply to this agreement.
92. Where goods and services are supplied under this agreement by the Contractor, the unit prices in Schedule "A" involving goods and service shall not include the Harmonized Sales Tax (HST), which will be billed in addition to the charges listed, where applicable. Contractor shall provide TCW with its HST Registration Number.

#### Further Assistance

93. Contractor and TCW agree that each of them shall and will, upon reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever necessary to give effect to this agreement.

#### Severability

94. In the event that any of the terms, conditions or provisions contained in this agreement shall be determined invalid, unlawful or unenforceable to any extent, such terms, conditions, or provisions shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law.

#### Waiver

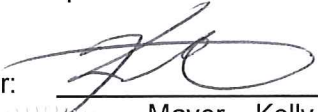
95. The failure by either party to insist in one or more instances upon the performance by the other party of any term or terms of this agreement shall not be construed as a waiver of future performance of any such term or terms and the obligation of the other party with respect to such a future performance shall continue in full force and effect.

Governing Law and Interpretation

96. The agreement and the services shall be governed by the laws of the Province of Ontario, including regulations and codes issued by the Ontario Energy Board.
97. Words used in the agreement importing the singular number or the one gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse.
98. This agreement constitutes the entire agreement between the parties and can only be changed by mutual agreement in writing signed by the parties.
99. Contractor shall not subcontract or assign its obligation or rights under this agreement without the written consent of TCW, which will not be unreasonably withheld.
100. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Corporate parties have hereunto caused their Corporate Seals to be affixed and attested by their proper officers and the individual parties have hereunto set their hands and seals, at the times and places indicated:

The Corporation of the Township of Centre Wellington (TCW)


Per:   
Mayor – Kelly Linton

Per:   
Clerk – Kerri O'Kane

Date: October 26/20

Centre Wellington Hydro Ltd. (Contractor)

Per:   
PRESIDENT- WAYNE DYCE

Per:   
VICE PRESIDENT- HEATHER DOWLING

Date: October 13, 2020

## SCHEDULE "A"

Centre Wellington Hydro Ltd.

### Water & Wastewater Contract – Pricing Schedule

#### Year 1

|                      |        |
|----------------------|--------|
| Monthly – Water      | \$1.05 |
| Monthly – Wastewater | \$1.05 |

#### Notes:

- The Pricing for year 2 and each year thereafter shall be adjusted by the annual Consumer Price Index (CPI) as published by Statistics Canada at the end of previous year.
- New prices come into effect with the billing of January usage.
- Prices quoted on a per bill basis.
- Prices do not include tax (i.e. applicable taxes are extra)