



Corporate Development Committee Report

To: To the Chair and Members of the Corporate Development Committee
From: Michael Bradley, General Manager Operations / Deputy CAO
Date: June 7, 2016
Subject: CD-16-65 Water and Wastewater Billing Agreement
Purpose: For Approval

Recommendation

That the Agreement for Water and Wastewater Billing Services between the Corporation of the County of Brant and Energy+ Inc., as attached to this report, be approved;

And that a bylaw authorizing the Mayor and the Clerk to execute this Agreement for Water and Wastewater Billing Services be presented to Council for its consideration.

Key Strategic Priority

2. To ensure our infrastructure and capital assets are well managed, maintained and improved.

Financial Considerations

The cost for contracted water and wastewater billing services in 2015 was \$281,000, and the anticipated cost for this service in 2016 is approximately \$290,000. This amount is funded by water and wastewater use fees.

Background

The County of Brant provides water service to approximately 7200 account holders in various areas of the County; wastewater service is provided to most, but not all, of these locations. Water and wastewater usage is billed to each user of the service. Water and wastewater charges are structured to recover the full operating and capital cost of the water and wastewater system.

With a small number of exceptions, the majority of these customers also receive their electrical distribution service from Energy+ Inc. (Energy+), formerly Brant County Power Inc. (BCP). Historically, BCP has provided monthly billing service to these customers for water and wastewater service as part of their monthly hydro bill. Utilizing BCP to provide billing service for these County services was based on the following advantages:

- Water and wastewater ratepayers receive the convenience of only receiving one bill for their monthly hydro, water, and wastewater charges;
- The County has not had to develop the substantial internal resources required to undertake the monthly activities of reading meters, calculating invoices, issuing invoices, and collecting payments for water and wastewater accounts;

- Utilizing BCP to undertake these monthly activities takes advantage of the economies associated with the similar activities that BCP would undertake for calculating, managing, and collecting their own electricity accounts.

A 2008 agreement between BCP and the County of Brant for water and wastewater billing expired in 2011 and has been continuing on a year-to-year basis since the agreement expired, with billing rates continuing to be calculated based on the expired agreement. With the sale of BCP to Energy+, staff felt it was expedient to renew this agreement, and as such staff met with their counterparts at Energy+ to develop a new agreement.

Report

Draft Agreement for Water and Wastewater Billing

The draft Agreement for Water and Wastewater Billing (Agreement) between the County and Energy+ outlines the commitments of Energy+ to manage monthly billing for the County's water and wastewater clients. The agreement articulates the following commitments of Energy+, including:

- The activation of new accounts and continued maintenance of existing water and wastewater accounts, as outlined in Section 2 of the Agreement;
- The provision of water meter reading service to each account holder, either remotely or on site, as outlined in Section 3 of the Agreement;
- The calculation of monthly water bills, utilizing the current meter read and current fixed and volumetric water and wastewater rates, as outlined in Section 5 of the Agreement;
- The issuance and mail-out of a detailed water and wastewater bill for each water and wastewater account holder in conjunction with the Energy+ electricity bill, also outlined in Section 5 of the Agreement;
- The collection of payment from each water and wastewater account holder through a variety of payment types, as outlined in Section 6 of the Agreement;
- The provision of appropriate customer service responses to billing enquiries in a timely manner, as outlined in Section 8 of the Agreement;
- The issuance of payments to the County for amounts collected, as outlined in Section 14 of the Agreement;
- The management of accounts in arrears or accounts in which special payment arrangements are made to recover arrears, as outlined in Sections 5, 7, and 15 of the Agreement;
- The transfer of written-off accounts to the County for further collection efforts, as outlined in Section 16 of the Agreement;
- The provision of access to the billing mail-outs over the course of the year for information and inserts to communicate with water or wastewater customers, as outlined in Section 5 of the Agreement; and,
- The provision of a suite of reporting tools for the County for information ranging from annual usage statistics, call trends, and other desirable metrics, as outlined in Section 13 of the Agreement and further articulated in Schedule "C" of the Agreement.

In addition to these commitments, the Agreement outlines a number of standard commitments typical to any service relationship, including regular meetings (Section 12), protection of customer confidentiality (Section 20), dispute resolution (section 24), mutual indemnification (Section 26), and insurance (Section 27).

The agreement is proposed for a 2½-year term starting on July 1, 2016 and ending on December 31, 2018, as outlined in Section 25. In addition, 2 automatic 1-year extensions are proposed for 2019 and 2020 unless notice is received by either party not to renew the agreement 6-months prior to the end of the initial term. Either party can terminate the agreement with 6-months' notice.

Schedule "A" of the Agreement outlines the charges that the County would pay for the service, which is \$3.10 per meter read. All other commitments outlined in the Agreement are included as part of this charge, except for the processing of special payment arrangements, final meter reads, the cost of inserts for mailings, and the creation and production of special reports. This charge would increase in subsequent calendar years based on the previous year's consumer price index calculation.

Alternatives to Contracted Billing

Staff have not undertaken a wide investigation of other billing alternatives. During the public engagement process during the sale of BCP, there was a frequent concern brought forward that the water and wastewater billing would be separated from electricity billing, adding a layer of complexity and duplication for customers. Given this, it is assumed that there is still a strong demand to have a consolidated bill and, except for two small areas in St. George, the service territory of Energy+ matches the County's water and wastewater service area. Staff at both the County and Energy+ have a productive working relationship regarding billing for water and wastewater service and County staff feel the continuation of the service is desirable.

Some past consideration has been given for the County to take these billing activities in-house. It should be noted that the County's current monthly billing processes are small in comparison, and as such considerable development of processes, technologies, and resources would be required to undertake a monthly billing process for such a large group of customers. The largest routine billing process currently undertaken by the County is the property tax billing which is issued twice annually. Staff estimate that the annual cost to bring water and wastewater billing in-house would be approximately \$350,000, including the costs of staffing, mailing, meter reading, and overhead.

Given the above discussion, staff feel that continuing to utilize the services of Energy+ to undertake monthly water and wastewater billing represents the best service offering from a convenience and cost perspective.

Interdepartmental Considerations

Staff from the Corporate Services Department (Treasury/Financial Services) and the Operations Department (Water Services and Wastewater Services) are involved in this matter.

Attachments

1. Draft Agreement for Water and Wastewater Billing Services

Copy to

1. Senior Management Team
2. H. Mifflin, Director of Finance, Treasurer
3. A. Davidson, Director of Water
4. M. D'Hondt, of Solid Waste / Wastewater Operations Manager

File # F21 Water and Wastewater Billing Services

In adopting this report, is a bylaw or agreement required?

If so, it should be referenced in the recommendation section.

By-law required (Yes)

Agreement(s) or other documents to be signed by Mayor and /or Clerk (Yes)

Is the necessary by-law or agreement being sent concurrently to Council? (No)

AGREEMENT FOR WATER & WASTEWATER BILLING SERVICES

B E T W E E N:

THE CORPORATION OF THE COUNTY OF BRANT
("the County")

and

ENERGY+ INC.
("the Contractor")

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1.0 Interpretation

1.1 In this Agreement:

- (a) "Administrative Error" occurs where the amount of a Customer's invoice is less or more than it should be based on a Read and where the amount of the invoice is not affected by metering equipment malfunction;
- (b) "Agreement" means this Agreement including all Schedules attached hereto and any amendments of the foregoing documents agreed to by the parties in the manner prescribed by this Agreement;
- (c) "Amortizing Payment" means spreading a Catch Up Adjustment or other amount owing over more than one billing cycle;
- (d) "Catch-Up Adjustment" means an adjustment to a Customer's account based on the difference between the life-to-date water use invoiced to the Customer and the life-to-date water use recorded by the water meter;
- (e) "Contract Service Unit Charge" are the amounts indicated in Schedule "A"; being the monthly charge to administer the water and wastewater account at the property.
- (f) Consumer Price Index (CPI) is the trailing 12 month period December 1 to November 30.
- (g) "Customer" means a County of Brant water and/or wastewater customer;
- (h) "Dial Remote" means a Remote that records water use on dials or odometer type registers;
- (i) "Direct Read" means a Read directly from the water meter and does not include a Read taken from a Remote;
- j) "Estimate" means water use attributed to a Customer in the absence of a Direct or Remote Read based on that Customer's water use history or other similar or typical customer's water use;
- (k) "Final Invoice" means the last invoice issued to a Customer upon the termination of water and wastewater services;
- (l) "Flat Rate Account" means an account where a water meter has not been installed;
- (m) "Electricity Customer" means a electricity customer of the Contractor;
- (n) "ICI" Industrial/Commercial/Institutional means all non-residential customers;
- (o) "Meter Reader" means a person appointed by the contractor who takes a Direct or Remote Read;
- (p) "OEB" means the Ontario Energy Board, or any successor thereto; --
- (q) "PAP" means Pre-Authorized Payment;
- (r) "Prime" means the Bank of Canada prime interest rate;
- (s) "Read" means a water meter read from either a water meter or a Remote;
- (t) "Reading Error" means a Read that incorrectly records water use and where an invoice has been sent to a Customer based on the incorrect water use;
- (u) "Remote" means the device outside a Customer's premise that is attached by wire or otherwise to the water meter and is capable of communicating the water meter register reading from the water meter. The remote may be of the following general variety: external remote readout with a dial register, typically called a slimline remote, or an electronic communications pad, typically called a Touch Pad Remote;
- (v) "Remote Read" means a read taken from the remote reading device.
- (w) "Residential" refers to Customers whose water use is for normal household purposes including, but not limited to, bathing, cooking and washing;
- (x) "Self-Read Card" means a card on which a Customer can record his/her water meter register reading for purposes of reporting water use to the Contractor;
- (y) "Service Location" means the place to which water and/or wastewater services are provided;
- (z) "Services" means the obligations of the Contractor as set out in this Agreement, including but not limited to, meter reading, invoicing, cash collection, customer service and reporting;

- (aa) "Touch Pad Remote" means an electronic device located remote from the water meter that transmits the water meter register reading through physical contact by an electronic sensor; and
 - (bb) "Trouble Report" is a report by the Contractor to inform the County of requests for service to the meter and/or meter reading system. The Trouble Report can also be used to inform of difficulties experienced when obtaining a read.
- 1.2 The following schedules are attached to this Agreement and form an integral part thereof:
- (i) Schedule "A" - Contract Service Unit Charges and Special Fees;
 - (ii) Schedule "B" - Contact List;
 - (iii) Schedule "C" - Reporting.
- 1.3 This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Subject to Section 24 (Dispute Resolution) herein, each party attorns to and submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder and related hereto.
- 1.4 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.5 Unless otherwise specified in this Agreement, words describing material, equipment, work or services that have a well-known technical, trade, commercial or industry meaning shall be construed in accordance with the well-known meaning generally recognized by water and wastewater professionals and trades.
- 1.6 The inclusion of headings and an index in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.7 All monetary amounts in this Agreement are stated and shall be paid in Canadian currency.
- 1.8 Where codes or regulations conflict, the more stringent shall govern.
- 2.0 Creation of Accounts**
- 2.1 The Contractor shall create new water and/or wastewater billing accounts upon:
- (a) request of the property owner;
 - (b) its own determination that a water and/or wastewater billing account is required; or
 - (c) Instructions from the County, through a process to be determined by the two parties.
- 2.2 When the Contractor creates a new electricity account for a property in an area serviced by municipal water and / or wastewater, the Contractor shall inform the County who will in turn inform the Contractor whether a water and /or wastewater billing account is also required for the Service Location and provide appropriate information to the Contractor.

3.0 Meter Reading Services

- 3.1 The Contractor, on behalf of the County, shall Read all water meters connected to the County's water or wastewater system from a Remote or, in the case of meters without a Remote, from the water meter ("Direct Read").
- 3.2 The Contractor shall obtain a Read from all water meters on a monthly basis.
- 3.3 The Contractor shall rotate Meter Readers among routes to reduce the risk of undetected errors. The Contractor shall develop the most efficient routes for reading the meters.
- 3.4 In the event that a Customer does not have a Remote, the Meter Reader shall make a reasonable effort to enter the Customer's premises to take a Direct Read from the water meter. If the Meter Reader cannot access the water meter, the Meter Reader shall leave a Self-Read Card for the Customer in a place where the Customer would be reasonably expected to see it. The Contractor will ensure a follow up process is undertaken in the event of a Self-Read Card being left. The follow-up process to be agreed to between the Contractor and the County.
- 3.5 The Contractor shall provide a convenient, efficient process, including but not limited to telephone and internet based options, for Customers using Self-read Cards to communicate their meter reads to the Contractor.
- 3.6 In the event that a Customer does not have a Remote, and for 2 consecutive months no read has been taken, the Contractor shall contact the customer with a letter or via a telephone call and set up an appointment in order to obtain a manual read of the meter. As a last step the Contractor would make an appointment to obtain a Special Read with an onsite visit at cost to the customer.
- 3.7 The Contractor shall provide and maintain sufficient, appropriate hand held reading capture equipment at the cost of the Contractor. The County shall provide sufficient remote readers/pocket readers to obtain the reads.
- 3.8 The Contractor shall capture electronically each Direct or Remote Read. Meter Readers shall determine from the reading capture device the correct number of dials to be Read either directly from the water meter or the Remote for each Customer location.
- 3.9 Upon request by the County or by a Customer, the Contractor shall re-Read the water meter.
- 3.10 Prior to scheduling a re-Read of a water meter, the Contractor will request the Customer to verify the reading on the Customer's meter. In the event that the Customer's premises are fitted with a dial type remote device, the Contractor will request the Customer also to read the remote and to notify the Contractor. All digits on the meter/remote register and the colour of the digits must be recorded.
- 3.11 In the event that there is an error, the Contractor shall adjust the Customer's next invoice based on the error.
- 3.12 In the event that the first Read is correct, the Contractor may recover its cost of the reread from either the County or the Customer, in accordance with the fee schedule included in Schedule "A", to be determined as follows:
 - (a) if the County requested the re-Read, the Contractor shall recoup the fee as set out in Schedule "A" from the County; or
 - (b) if the Customer requested the re-Read, the Contractor shall recoup the fee as set out in Schedule "A" from the Customer.
 - (c) If the Contractor initiates a re-read; no fee will apply to either the County or the Customer
- 3.13 The Contractor shall accurately record all Reads. If the Contractor issues a Catch-up Adjustment to a Customer due to a Reading Error of the Contractor, the Contractor shall not charge the County or Customer a fee for making that Read and Catch-up Adjustment.
- 3.14 The Contractor shall notify the County in writing, after becoming aware through its normal business processes, within the timelines indicated, of any and all Customers' premises where:
 - (a) a Customer might have a water leak, immediately;
 - (b) a Customer may have illegally by-passed the water meter or "a Remote, and / or interconnecting wires", immediately;
 - (c) the water meter or Remote has stopped or may be malfunctioning, as determined by reference to the previous meter Read, within five (5) business days;
 - (d) water service is provided but may not be metered, within five (5) business days;

- (e) a water meter or “a Remote, and / or interconnecting wires” is damaged, within five (5) business days;
 - (f) a water meter has been tampered with, within five (5) business days.
- 3.15 The Contractor shall ensure the Customer maintains reasonable access to the meter and remote. If the customer ignores attempts on two (2) consecutive occasions within the same billing period the Contractor shall advise the County in writing and the reasons therefore.
- 3.16 In the case where the Customer for the premise is to change, the Contractor shall ensure that a final meter reading is obtained for the service location from both the meter and the remote. Where the Contractor is not able to access the inside meter, the Contractor will make two separate attempts to contact the property owner to obtain the direct read by guiding the property owner to the inside meter and obtaining the read in an acceptable fashion (i.e. preferably an emailed photo, etc.).
- 3.17 In the event the meter and remote have a discrepancy the Contractor shall contact the County.
- 3.18 Each meter reader shall carry readily visible identification and carry the telephone number of the Contractor if the Customer wishes to contact the Contractor for verification.

4.0 Meter Service

- 4.1 The parties acknowledge that the County is the owner of water meters and Remotes and is responsible for their maintenance and to keep them in good working order.
- 4.2 The County shall verify that the manner and location of installation of new meters and remotes is good and proper having regard to proximity and location for ease of external and internal Reading and consult with the Contractor as needed.
- 4.3 The Contractor shall as soon as reasonably possible, provide information required to assist the County to install water meters prior to activation of Customer accounts.
- 4.4 The Contractor shall use a standard "Trouble Report" form to advise the County of requests for service to meters and Remotes.
- 4.5 Upon receipt of a Trouble Report from the Contractor, within 15 business days, the County shall:
- (a) Contact the Customer to arrange for an appointment or take other appropriate action;
 - (b) Attend at the Service Location to inspect the premises and make repairs as necessary; and
 - (c) Notify the Contractor of the results of the work and convey the appropriate information necessary to correct and update the Customer's account and meter information. Such information includes but is not limited to, any Catch Up, Amortization or other adjustments to billable water /wastewater use, the date the work was performed, meter readings, serial numbers, meter size, make and model of new equipment installed and the old equipment removed. The County shall provide to the Contractor related documentation upon completion of a service request.
- 4.6 The Contractor shall update Customers' accounts upon notification by the County, that the required work related to a Trouble Report has been completed.

5.0 Invoicing

- 5.1 From Reads, the Contractor shall calculate the water and wastewater charges to Customers based on water use and in accordance with the most current invoicing rates and policies as set by the County and provided to the Contractor. The Contractor shall produce Customer invoices and distribute invoices to all Customers monthly.
- 5.2 In the event that a water meter or Remote may have malfunctioned or where a Meter Reader cannot access a water meter or Remote, the Contractor shall estimate the amount of water use for the period based on the Customer's water use history and the Contractor shall substitute the Estimate for the Read for the purposes of section 5.1. The Contractor shall identify in the customers records and in their invoice that the amount is an estimate.
- 5.3 In the case of discrepancy between the Reading on the water meter and the Reading on a Remote, the Reading on the water meter shall take precedence over the Reading on the Remote.

- 5.4 Where the Contractor has estimated Customer's water use, the Contractor shall so advise the Customer by including a standard message on the invoice indicating that the billing amount is based on an estimate.
- 5.5 The Contractor shall produce invoices to Customers that prominently indicate:
- (a) all individual water and wastewater charges; and
 - (b) the County's responsibility for providing municipal water and wastewater services.
- 5.6 The County acknowledges that invoices produced by the Contractor shall be in conformity with the Ontario Energy Board requirements, and shall have a prominent, dedicated section for the water and wastewater portion of the bill. The typeface used in this section will conform to the typeface used in the electricity portion of the invoice.
- 5.7 Changes required to incorporate revisions to the County's portion of the invoice, at the County's request shall be at the County's expense. When these changes materially impact the ongoing operational costs of producing the invoice these additional costs shall be at the County's expense.
- 5.8 In addition to the requirements of section 5.5, the invoice shall include the items indicated below.

On the joint portion of the bill:

- (a) customer name, address and account number;
- (b) service address;
- (c) account classification;
- (d) date meter read;
- (e) penalties and late payment charges;
- (f) payments received during the billing period;
- (g) opening account balance;
- (h) total amount due;
- (i) equal payment plan amount due (YTD charges, payments, balance);
- (j) date due;
- (k) phone numbers for Customer enquiries; and
- (l) remittance stub indicating, complete Customer profile, amount owing and date on which amounts are payable.

On the County only portion of the bill:

- (a) reading previous period;
- (b) reading current period and indication if it is an estimate;
- (c) consumption for the current period and indication if it is an estimate;
- (d) water and wastewater charges;
- (e) service charges for both water and wastewater (shown separately);
- (f) monthly minimum charges by classification (i.e. meter size)
- (g) other charges or revisions;
- (h) billing adjustments; and
- (i) historical water usage (where available).

The final appearance of all invoices related to water and wastewater billing shall be subject to review of the parties and also be subject to any regulatory requirements.

- 5.9 On invoices, the Contractor shall subject to regulatory requirements, up to six (6) per year, provide a one hundred thirty (130) text character free Customer communication area in which the County may send messages related to water and wastewater issues,. Upon fifteen (15) business days' notice from the County, the Contractor shall insert communications as requested by the County, subject to availability. The County shall not change the message to Customers within an invoice cycle.
- 5.10 The County shall have the opportunity to include up to five (5) separate inserts per year at no cost upon thirty (30) days' notice to the Contractor, and subject to space availability, such inserts to be in accordance with the specifications provided by the Contractor. The Contractor shall use best efforts to accommodate additional inserts as the County may request, subject to limitation of envelope size, postage costs and the Contractor's regulatory obligations. For each additional insert, the County shall pay a fee in accordance with Schedule "A", which reflects a rate that reimburses the Contractor for the direct cost of distributing the insert, including but not limited to postage, and a reasonable handling fee. Inserts must be shipped by the County to the third party Vendor of the Contractor's choice. The inserts must be received 15 days prior to the first day of the billing cycle to receive the Insert.

- 5.11 Before an invoice is sent to a Customer where the amount of the water and wastewater invoice is unusually high/low, that is it exceeds/falls short of the invoicing for that period of the previous year based on the thresholds set in the system. The Contractor will provide the County an outline of the thresholds set.

The Contractor shall notify the County and take direction from the Water Clerk as to how to proceed. The direction from the Water Clerk on how to proceed must be provided within 5 business days from the date the Contractor advised the Water Clerk of the issue. If no direction is provided within the 5 business days, the Contractor will invoice the customer based on the water reads.

- 5.12 The Contractor may offer equal billing or PAP options to Customers. For all equal billing or PAP accounts, the Contractor shall adjust the Customer's account to reflect the Customer's actual water use at least once per year.

- 5.13 The Contractor shall make reasonable effort to maintain complete up-to-date contact information (e.g. phone number, email address) for the consumer.

- 5.14 The Contractor's invoicing software shall have the capacity to accommodate the requirements outlined in 5.15 below:

- 5.15 The Contractor shall provide the necessary computer hardware, software and staff resources to correctly calculate the fees for service during the billing period, apply Customer payments and adjustments and retain the specified Customer and water meter data base. Specifically, the Contractor's billing system shall be capable of:

- (a) accepting imperial measurement readings and converting the billed consumption to metric;
- (b) changing billing rate structures on a customer wide basis, and on a customer group basis;
- (c) accommodating a range of customer payment options;
- (d) accommodating customer deposits;
- (e) overdue account notification;
- (f) accommodating special non-cyclical billing (move ins/move outs);
- (g) including miscellaneous ad-hoc billings related to water and wastewater services ;
- (h) calculating an adjusted bill or replacement bill to replace an existing bill as required;
- (i) recording the type of reads by Customer: actual and estimate;
- (j) specifying the required number of digits to be read associated with specific meter types;
- (k) rejecting non-conforming reads with respect to the number of dials to be read;
- (l) flagging consumption which is outside of the pre-set high/low parameters for the account; flagging malfunction reads and no reads;
- (m) pro-rating over a rate change period;
- (n) applying a flat rate where a water meter cannot be installed ;
- (o) revise flat charge or stand by charge;
- (p) provide for the segregation of electricity and water/wastewater arrears on a carry forward basis; and
- (q) calculating and applying late payment charges.

- 5.16 The Contractor shall incorporate into its invoicing system, changes to the water and wastewater fixed daily charges and volumetric rates set by the County with not less than 30 business days advance notice from the County.

- 5.17 The Contractor shall keep records for each account including:

- (a) Name of Consumer
- (b) Name of Property Owner
- (c) Owner/Resident or landlord/tenant
- (d) Mailing Address if not same as property
- (e) Phone #
- (f) E-mail address (if available)
- (g) Meter (size, model, type , Serial #, Year installed, Notes of installation)(where available)
- (h) Notes of contact with Customers

The Contractor should make best effort to have complete and current information. Verify contact and other account information is complete and/or correct at all contacts with the customer.

These records must be maintained for a minimum of:

- (a) one year in the case of personal information;
- (b) seven years for Accounts Receivable information; and
- (c) in the case of other information, another length of time as agreed to between the County and the Contractor, in order to meet Record Retention policies and requirements.

6.0 Cash Collection

- 6.1 The Contractor shall provide for Customers convenient receiving points for Customer payments, including internet-based service windows.
- 6.2 The Contractor shall provide for Customers online access to their account transactions.
- 6.3 The Contractor's invoicing system and cash collection processes shall have the capability to address:
 - (a) NSF cheques ;
 - (b) Postdated cheques;
 - (c) Damaged and unprocessed cheques;
 - (d) Audit trails and internal controls over accuracy and completeness;
 - (e) Duplicate payments;
 - (f) Partial payments ;
 - (g) Overpayments;
 - (h) Stale dated cheques; and
 - (i) Internet-based and telephone collections through a third party (e.g. credit card).
- 6.4 The Contactor shall secure all Customer transactions made online or by telephone with appropriate electronic authentication and verification methods.
- 6.5 The Contractor may impose on Customers late payment charges on all accounts that Customers do not pay in full by the due dates specified in the invoices. The Contractor shall retain all revenue generated through late payment charges.
- 6.6 Where a Customer/Owner makes a specific request to allocate a payment to be applied to Water/Wastewater arrears, to avoid submission of the account to the tax role, the Contractor will apply the payment to the services as requested. Where a Customer is also an Electricity Customer and makes a single payment on the water, wastewater and/or electricity accounts, the Contractor's practice shall be to apply the Customer's payment to the electricity portion first with remaining amount to the water, wastewater portion.
- 6.7 Where a Customer makes a partial payment on a final bill, the electricity bill shall be paid in full and any remaining amount shall be divided between the water and wastewater bill including other charges on a proportional basis on the ratio of each to the total amount outstanding.
- 6.8 The County shall not in any way be responsible for late payment charges owed by Customers.
- 6.9 Where a customer is both an electricity and water customer, the Contractor shall notify the County's Water Clerk within one business day when a Customer's electricity account is disconnected for non-payment.
- 6.10 The Contractor's collection methods should be designed to result in there being no accounts transferred to the County to be collected like taxes where water and/or wastewater services to the property remains active.

7.0 Catch-Up Adjustments and Back Billing

- 7.1 Where the Contractor or the County determines that a Customer's account requires a Catch-up Adjustment or Amortized Payment, it shall be made in accordance with this Agreement. The value of the Catch-up Adjustment shall be a function of the water used, and the County's invoicing policies and procedures, including a determination of the year in which the water was actually used and the water and wastewater basic charges and rates at that time.
- 7.2 The Contractor shall notify the County of all Catch-up Adjustments, Amortized Payment and other adjustments. The notification shall include but not be limited to account numbers, Customer ID, Location ID, the dollar amount of the adjustment, the remaining balance to be paid and the number of billing periods over which the amount is to be paid.
- 7.3 When a Catch-up Adjustment is required as identified by either party, the Contractor shall ideally include the Catch-up Adjustment in the Customer's next invoice, or as soon as all information has been obtained and the Catch-up Adjustment has been properly calculated, and note the Catch-up Adjustment in the Customer's record.

- 7.4 When an Amortized Payment Adjustment or other adjustment is required, as identified by the County, the Contractor shall include the Amortized Payment Adjustment, or other adjustment, on the Customer's invoice(s) over the number of billing periods identified by the County. The maximum period of Amortizing shall be 18 months, and the length of repayment should be established in consultation between the County and the Contractor. The Contractor may recoup the Long Term Amortized Payment fee indicated in Schedule "A", when the period of Amortized Payment exceeds 12 months. The Contractor would contact the Customer and/or issue a letter to the Customer outlining the repayment terms, after discussion with the County.
- 7.5 Where the Contractor identifies a Catch-up Adjustment is required, the Contractor will help ensure a timely resolution to the issues prompting the Catch-up Adjustment by:
- (a) communicating with the County, circumstances giving rise to the Catch-up Adjustment, which include but are not limited to:
 - (i) equipment malfunctions , or suspected malfunctions;
 - (ii) access to the water meter or Remote is unavailable; and
 - (iii) administrative errors resulting in incomplete or inaccurate invoicing;
 - (b) providing information to the Customer about the factors that prompted the Catch-up Adjustment to be issued;
 - (c) reviewing processes, systems and/or reports designed to prevent and/or detect issues that cause Catch-up Adjustments , and making changes as appropriate to reduce the risk that similar problems will reoccur; and
 - (d) providing payment options to the Customer, in accordance with section 7.6.
- 7.6 Where the Contractor has discovered a Reading or Administrative Error and where it is required to spread the amount over more than one (1) billing period, the Contractor shall provide the Customer information and adjustment information to the County and the County will determine, in consultation with the Contractor the # of billing periods over which the amount will be amortized.
- 7.7 The Contractor shall use its best efforts to collect from a Customer all outstanding amounts after a Catch-up Adjustment or Amortized invoice is issued.
- 7.8 The Contractor shall use its best efforts to collect all outstanding amounts including Catch-up Adjustments and Amortized Payments when:
- (a) an account closes; and
 - (b) when a property changes ownership.
- 8.0 **Customer Service**
- 8.1 The Contractor shall provide Internet based access to Customer bills and water use, payment through telephone and internet banking, as well as payment at financial institutions and other third party payment agents.
- 8.2 The Contractor shall provide Customers with telephone contact during normal business hours, Monday through Friday except on statutory or declared holidays. The Contractor shall provide voicemail and e-mail service options, twenty four (24) hours a day, seven (7) days a week.
- 8.3 The Contractor shall provide courteous, knowledgeable front line Customer service for Customers. The Contractor shall address the following queries from Customers:
- (a) explaining charges on a Customer's account;
 - (b) informing the Customer of the rates, special fees, invoicing practices and collection practices;
 - (c) logging a service request for broken meters and Remotes and forwarding it to the County;
 - (d) updating Customer accounts to reflect move ins, move outs, change of banking information, etc.;
 - (e) water use inquiries regarding unusual circumstances, such as unexpected high or low water use;
 - (f) complaint monitoring and follow up; and
 - (g) Collections on overdue accounts, in accordance with sections 6 and 7.
- 8.4 The Contractor shall log, categorize and archive individual Customer water and wastewater inquiries.

- 8.5 Without limiting the foregoing requirements, the Contractor shall not be required to defend or justify the County's water and wastewater policies and the Contractor shall not offer any opinion to Customers on the fairness or suitability of the County's water and wastewater policies.

9.0 Training

- 9.1 The Contractor shall be responsible for training its staff and subcontractors to take accurate reads from all the County's water meters and remote reading devices and communicating same to the Contractor's billing department. The Contractor shall also be responsible for notifying its meter reading staff and/or subcontractors of any particular known dangers that may be present at a specific customer location (e.g. dog in backyard). Meter reading staff must be trained on the proper method of reading remotes and internal meter registers for all types, sizes and models, presently installed in the County. Staff must have full knowledge of all procedures and regulations, and operation and maintenance of all equipment devices used to communicate the information.
- 9.2 Where the County introduces new technology, the County will provide training to the Contractor's staff. The County will include the Contractor in discussions before a change is made to minimize the cost and impact it will have on the Contractor's service to the County. Where new technology requires additional billing software programming costs, a charge from the Contractor to the County may be applicable. This charge will be agreed to by both parties before work is commenced.

10.0 Quality Assurance

- 10.1 The Contractor will continuously review its processes to ensure that a consistent level of validation, accuracy and completeness checks occur in each invoicing cycle. Where work processes, information systems, business rules or the scope of quality assurance work require improvement as may be determined by the County acting reasonably, the Contractor shall implement changes within a timeframe mutually acceptable to the County and the Contractor.

11.0 Disaster Recovery

- 11.1 The Contractor shall have and maintain a hardware disaster recovery plan to ensure the safeguarding of the County's Customer information.
- 11.2 The Contractor shall have a system disaster recovery plan in place to ensure that the invoicing process is not interrupted due to equipment or software failure.

12.0 Contract Administration Meetings

- 12.1 The County representative and the Contractor shall meet at least bi-annually to review the performance of the services and each other's obligations and to review any potential changes to the services.
- 12.2 The Contractor will notify the County of any major changes to the:
- (a) means of the Contractor's execution of the services including but not limited to the Contractor's meter reading practices, billing and collection practices, information and communication systems used and any and all capital acquisitions related thereto;
 - (b) equipment and practices that could affect the Contractor's means of providing the services or the cost of providing the services within this Agreement; and
 - (c) computer hardware and software upgrades and replacement selection and evaluation where such upgrades and replacements have a direct or indirect impact on the services of this Agreement.

13.0 Reporting

- 13.1 The Contractor shall provide electronic and printable reports as identified in Schedule "C" Reports, and such other reports as the parties may mutually agree.

14.0 Contractor's Payment to the County

- 14.1 The Contractor shall deposit electronically, all payments to the County pursuant to this Agreement, in the bank account specified by the County.
- (a) The Contractor shall forward to the County the total amount billed to the Customers in the second preceding month, less any account transferred to the County during that month and subject to any adjustments requested by the County, no later than the 15th of each month or the next business day following the 15th of the month.
- 14.2 On a monthly basis, the Contractor shall reduce their payment to the County by:
- (a) the number of "Reads" during the month (not including any re-Reads), multiplied by the Contract Service Unit Charge for the Contractor as set out in Schedule "A";
- (b) any re-Read or other special charges as set out in Schedule "A" made during the month that are due to the Contractor from the County in accordance with this Agreement; and
- (c) any applicable taxes on 14.2 a) and b).
- 14.3 The Contractor shall report to the County on a monthly basis the details of the payments and reductions outlined in 14.1 and 14.2 on a system by system basis and at a summary level. This report shall include reference to all payments and reductions of the period.
- 14.4 The Contract Service Unit Charge to the County shall be the amounts set out in Schedule "A". The parties agree that the Contract Service Unit Charge is exclusive of applicable taxes and except for the re-Read and other special fees outlined in Schedule "A", will be the Contractor's full remuneration for the Services, outlined in this Agreement.
- 14.5 The County shall have the right to periodically examine the Contractor's records relevant to the obligations of the Contractor under this Agreement in order to ensure the completeness and accuracy of payments. The County shall provide the Contractor with at least forty eight (48) hours' notice of its intent to examine the Contractor's records.

15.0 Contract Arrears

- 15.1 The Contractor shall make reasonable effort to collect past due accounts. The Contractor shall notify the Customer of past due amounts through e-mail, written or telephone contact.
- 15.2 The Contractor may request the County's assistance in collecting past due, active Customer accounts that has an outstanding balance and is greater than sixty (60) days in arrears. Upon the request of the Contractor, the County shall contact the Customer and determine appropriate action, which may include the termination of Service, a repayment plan or such other action that the County may deem to be appropriate.
- 15.3 The Contractor shall determine whether past due, final Customer accounts that are more than forty-five (45) days in arrears are collectible in-house.
- 15.4 The Contractor will notify the County in the event the Contractor requires the termination of water service to a customer with an uncollectible account. No account will be allowed to age over sixty days (60) in arrears without the Contractor having contacted the County for assistance.
- 15.5 Monthly, the Contractor will determine in consultation with the County, whether an account balance needs to be transferred to the County as outlined in section 16. This is done only after all collection methods above have been exhausted.

16.0 Transfer of Accounts to the County

- 16.1 When turning Water and Wastewater uncollected accounts over to the County, the Contractor shall include the following information:
- (a) Account#;
- (b) Customer Name;
- (c) Owner or Tenant;
- (d) Mailing Address;
- (e) Service Address;
- (f) Phone Number; and

- (g) Water and/or Wastewater Amount Written off; along with the history of the water/waste water account when requested.
- 16.2 The Contractor shall transfer to the County all final water and wastewater customer accounts that are in arrears at least bi-monthly. The Contractor is expected to exhaust all collection efforts prior to transferring the final water and wastewater accounts to the County.
- 16.3 Where the Contractor receives a payment on a written off account, including postdated cheques, from the Customer after the account has been transferred to the County the Contractor shall notify the County immediately and payment is to be submitted on the next scheduled remittance to the County.
- 16.4 The County Representative will require notification on all of the above mentioned.
- 16.5 The Contractor shall, at their discretion, transfer any arrears of accounts to an independent collection agency and any associated costs shall be borne by the Contractor.

17.0 Payment for Services and Taxes

- 17.1 All taxes applicable to Customers will be charged and remitted by the Contractor.
- 17.2 The Contractor shall submit any claims for compensation for additional tax costs to the County in writing.
- 17.3 The Contractor shall supply the County with its HST Registration Number.

18.0 Changes and Change of Technology

- 18.1 For the purposes of this section, "Change of Technology" means implementing wireless Water meter reading technology for a majority of Residential and/or ICI Customers.
- 18.2 In the event of a Change of Technology that will change the manner in which the Contractor provides meter reading services to the County, the parties shall engage in good faith negotiations for the purposes of amending, *mutatis mutandis*, only those portions of this Agreement relating to meter reading services and requiring amendment.
- 18.3 The County shall notify the Contractor as soon as possible, and at least one hundred and fifty (150) days prior to any material changes to:
 - (a) equipment or practices that may affect the Contractor's means of providing the Services or the cost of providing the Services within this Agreement; and
 - (b) the Contractor's computer hardware and software upgrades, replacement and evaluation where such upgrades and replacements may have an impact on the Services.
- 18.4 The County shall advise the Contractor as soon as possible, and at least one hundred and fifty (150) days prior to any proposed changes in meter technology to assist the Contractor in avoiding stranding assets in obsolete reading capture equipment.
- 18.5 The nature and extent of the notification required by sections 18.3 and 18.4 shall be sufficient and appropriate to ensure that both the County and the Contractor understand the implications and risks associated with such changes. Upon notification, the County and the Contractor shall together develop contingency plans that adequately minimize risks that could impair delivery of the Services. Further, in the event of a material change under Section 18.3, the Contractor shall provide every reasonable assistance and support to the County to assist in accommodating the change.

19.0 Communication

- 19.1 The positions designated by the parties in Schedule "B", shall represent and be the contacts of the parties for the function of the responsibilities listed in Schedule "B".
- 19.2 The Contractor shall provide the County access to all information related to water and wastewater accounts in a form agreed to between the County and Contractor in line with privacy legislation.

20.0 Ownership of Customer Data & Confidentiality

- 20.1 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.
- 20.2 Customers' Personal Information is, shall be and shall remain the property of the County. The Contractor acknowledges that the County is subject to the provisions of MFIPPA. The Contractor shall take all steps necessary to ensure compliance with MFIPPA in relation to the protection of Customers' Personal Information and Customers' access to information.
- 20.3 The Contractor is subject to the provisions of MFIPPA and the regulations thereunder, and shall demonstrate compliance with the provisions thereunder to the County upon request.
- 20.4 Without limiting the generality of section 20.3, the Contractor 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 County;
 - (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 this Agreement;
 - (d) provide appropriate notice to private individuals about the collection and use of their personal information;
 - (e) make Customers and electricity Customers aware that information collected by the Contractor may be disclosed to and used by the County;
 - (f) ensure that Personal Information is used and disclosed only for the purposes for which it was collected except as allowed by law;
 - (g) ensure that access to Personal Information is only given to those employees where access is required for the performance of their duties;
 - (h) ensure that no Personal Information is disclosed to third parties and unauthorized persons in a form in which the individual to whom it relates can be identified without the written permission of the County;
 - (i) make Customers' Personal Information available to them as required by law;
 - (j) retain inactive Personal Information for a retention period of not less than one year, or as otherwise required by the County;
 - (k) protect the security and confidentiality of Personal Information from the time it is collected until it is destroyed;
 - (l) ensure that the disposal of Personal Information is documented and occurs in a manner which prevents disclosure; and
 - (m) shall notify the County in writing immediately upon becoming aware that any privacy conditions set out in this Agreement have been breached.
- 20.5 The Contractor shall not at any time before, during or after the completion of the Services divulge any confidential information or data including, but not limited to, Personal Information, communicated to or acquired by the Contractor or disclosed by the County in connection with this Agreement or the Services provided for herein except as provided in this Agreement and as required by relevant legislation, or ordered by a court or tribunal of competent jurisdiction. No such information shall be used by the Contractor before, during or after the completion of the Services for any purpose except as provided in this Agreement. For greater certainty, the parties acknowledge that the Contractor may be required to disclose certain Customer Personal Information relating to electricity customers only, to the OEB for purposes of satisfying its reporting obligations to the OEB.

- 20.6 Notwithstanding any other section of this Agreement, the parties agree that this Agreement is not a confidential document and shall be made available to the public, if requested.

21.0 Security of Data

- 21.1 The Contractor shall ensure all necessary physical, technological and personnel safeguards for security of information and data, in connection with this Agreement or the Services are in place. The Contractor shall ensure security measures, procedures and controls for maintaining the security of all data related to the Services and all other Personal Information, as defined in sections 20.2 and 20.3 are in place.

22.0 No Employment

- 22.1 The Contractor and the County acknowledge that for all purposes the Contractor is an independent contractor. The personnel of the Contractor shall at all times be the responsibility of the Contractor and shall not be employees of the County. Nothing in this Agreement shall be construed to make the parties partners, agents or employees of the other.

23.0 Subcontractors

- 23.1 The Contractor shall be fully responsible for any and all subcontractors and their employees.
- 23.2 The Contractor shall ensure that any and all subcontractors comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended, the regulations passed thereunder, Occupational Health and Safety Standards and the Contractor's health and safety policy and procedures.

24.0 Dispute Resolution

- 24.1 In the event of a dispute arising out of or in connection with this Agreement, the parties' respective contact persons shall initially attempt to settle the dispute. If they are unable to do so within two (2) weeks of the date that a party first raised the dispute, they shall refer the dispute to their respective senior management who shall have a further six (6) weeks from the date of such referral to negotiate the resolution.
- 24.2 Failing resolution of a dispute by the staff of the parties, the matter of dispute may be referred to a single mediator mutually agreeable to both parties. Any decision of such mediator shall be a recommendation of resolution of the dispute but shall not be binding on a party without its consent. The costs of the mediator shall be borne equally by the parties and otherwise the parties shall each bear their own costs of mediation. The mediation shall be held in Paris, Ontario unless the parties mutually agree otherwise.
- 24.3 Either party may commence a binding arbitration proceeding, to be conducted pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended, by delivering a written notice of its intent to proceed to arbitration in the event that any of the foregoing dispute resolution procedures are unsuccessful.

25.0 Term & Termination

- 25.1 Regardless of the date of execution of this Agreement, this Agreement shall commence on July 1, 2016 and continue until December 31, 2018, unless terminated earlier in accordance with the provisions of this Agreement. Further, this Agreement shall be automatically renewed and extended automatically for the two periods January 1, 2019 to December 31, 2019, and January 1, 2020 to December 31, 2020, upon the same terms and conditions, as in this Agreement, unless the County gives notice in writing to the contrary, to the Contractor by no later than July 1, 2018 or July 1, 2019, respectively.
- 25.2 Any party may terminate this Agreement upon at least 180 days' notice in writing to the other party.

- 25.3 Upon expiration or termination of this Agreement in accordance with the provisions of this Agreement, the Contractor agrees to transfer to the County, all Customer information, data and files in connection with this Agreement. There may be a cost to transition this information back to the County – all fees to be determined and agreed to before work is commenced.

26.0 Indemnification

- 26.1 Each party covenants and agrees to indemnify and save the other, its councillors, officers, employees and agents harmless from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including reasonable legal fees arising out of the performance of its obligations under this Agreement, including without limitation any negligent act or omission by any employee, agent or subcontractor or anyone else for whom it is in law responsible, save and except where the liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including reasonable legal fees, arises out of the negligence of the other party, its councillors, officers, employees or agents. Each party agrees that it shall, at the other party's election, either assume the other party's defense or co-operate with the other party in the defense of any such action, including providing the other party with prompt notice of any such action and the provision of all material documentation.
- 26.2 The Contractor shall continuously protect all of the County's or Customers' property and any such adjacent property from damage, injury or loss arising or its activities under this Agreement. The Contractor shall make restitution at its own expense for any damage, injury or loss to the County's or Customers' property or adjacent property.
- 26.3 The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other right which the terminating party may have arising out of either the termination or the event giving rise to the termination.

27.0 Insurance

- 27.1 The Contractor shall effect prior to the commencement of the services, and shall maintain and keep in force during the carrying out of the services, commercial general liability insurance, with the County named as an additional insured, protecting both the Contractor and the County 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 the services performed by the Contractor, in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) in respect of any one accident or occurrence.
- 27.2 The Contractor shall effect prior to commencement of the services, and shall maintain and keep in force during the carrying out of the services, motor vehicle liability insurance. The policy shall protect the Contractor against all liability arising out of the use of owned and non-owned motor vehicles. The limits of the liability under this insurance policy shall be in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.
- 27.3 Each party shall effect, and shall keep in force during the carrying out of the services, in the name of the party with the other party named as "Additional Insured", any other form of insurance as the other party may from time to time require and the price under this Agreement shall be adjusted accordingly to allow for the costs of the additional premiums for such insurance.
- 27.4 In the event that the County requests that the amount of coverage be increased under any policy of insurance required to be effected under this section, the Contractor shall endeavour forthwith to obtain such increased coverage and the price under this Agreement shall be adjusted accordingly to allow for the costs of the additional premiums for such insurance.
- 27.5 Any policies required to be effected by either party shall, where available, contain a "cross-liability" clause.

- 27.6 If the Contractor defaults on any of its obligations under this Agreement regarding insurance, the County 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 the County shall be reimbursed to it by the Contractor on demand without prejudice to any other rights and remedies of the County under this Agreement.
- 27.7 The Contractor will provide appropriate confirmation of current insurance if requested by the County.

28.0 Workplace Safety and Insurance Board (WSIB)

- 28.1 The 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 upon commencement of the Services and, is available online at the WSIB website for access by the County at their discretion.

29.0 Intellectual Property

- 29.1 The Contractor shall pay all royalties and patent fees required for the performance of the Services. The Contractor shall, at its expense, defend all claims, actions or proceedings against the County charging or claiming that the services or any part thereof provided by the Contractor to the County infringe any patent, industrial, design, copyright, trademark, trade secret or other proprietary right enforceable in Canada. The Contractor shall indemnify and save harmless the County from and against any and all claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, civil or criminal penalties and charges, costs and expenses (including, without limitation, reasonable legal fees) arising out of or attributable to the County not being the sole owner of the plans drawings, specifications, designs, calculations, estimates, computer records, construction records and other documents prepared by or for the Contractor, or arising out of or attributable to any of the aforesaid not being original works or infringing the copyright or any other right of any other party.
- 29.2 The obligations of the Contractor in section 26.1 to defend and/or indemnify the County, do not apply in respect of any claims, actions or proceedings based on intellectual property supplied or provided to the Contractor by the County or its contractors, agents or consultants.

30.0 Force Majeure

- 30.1 Whenever and to the extent the parties are unable to fulfil or are delayed or restricted in fulfilling any of the obligations under this Agreement by reason of any strike, walkout, fire, unusual delay by common carrier, or by any other cause beyond the party's control, then the time for fulfilling such obligation shall be extended for such reasonable time as may be required by the party to fulfil such obligation, provided that any such non-availability or delay does not relate to any extent to any act or omission by such party or any of its authorized agents or employees and further provided the party seeking extension submits to the other party in writing a notice of extension of time and the specific reason and expected duration of such extension.

31.0 General

Previous Agreements

- 31.1 This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the services. The parties agree that the agreement dated May 15, 2008, between Brant County Power Services Inc. and The Corporation of the County of Brant is hereby terminated.

Representatives' Authority

- 31.2 The staff positions designated by the County and the Contractor to be their representatives with respect to this Agreement, set out in Schedule "B", have the authority as indicated to act on behalf of the County and the Contractor respectively in order to ensure compliance with the terms and conditions of this Agreement.

By-Laws, Codes and Regulations

- 31.3 The Contractor is responsible for complying with all applicable laws in respect of the Services, including but not limited to, statutes, regulations, and by-laws. Unless otherwise specified, the Contractor shall obtain and pay for all necessary permits, licenses, certificates and inspections required for the execution of the Services.
- 31.4 The Contractor shall maintain a copy of each code or standard relating to the Services, and agrees to produce such copy at the request of the County.

Non-Merger

- 31.5 The representations, warranties, covenants and agreements contained in this Agreement, and any other agreement, instrument, document or written statement made or delivered pursuant to this Agreement, shall survive and not merge on the termination of this Agreement.

Notice

- 31.6 Any notice required to be given under this Agreement may be given personally, by email or by regular mail where notice is delivered personally or by email, notice shall be effective immediately. Where notice is sent by regular mail, notice shall be deemed to have occurred five (5) days after the mailing thereof. Notice to the parties may be given at the following address:

County: The Corporation of the County of Brant
 26 Park Avenue
 Burford, ON
 N0E 1A0
 Attention: Director of Finance, Treasurer
 Email: tax@brant.ca

Contractor: Energy+ Inc.
 1500 Bishop Street
 Cambridge, ON
 N1R 5X6
 Attention: Chief Financial Officer
 Email: shughes@energyplus.ca

- 31.7 The Contractor and the County agree that each of them shall and will, upon the 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, the terms and conditions contained herein.

Conflict of Interest

- 31.8 Where the Contractor, or anyone associated with the Contractor, has any pecuniary interest, direct or indirect, it shall forthwith disclose its interest to the County who shall have the right to decide whether such interest constitutes a conflict of interest, and the County shall have the exclusive right, but shall not be obliged to, terminate this Agreement thereafter should such a determination be made, notwithstanding any other provision in this Agreement.

Severability

- 31.9 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 term, condition, or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

Waiver & Amendment

- 31.10 A waiver of any provisions of this Agreement by either party shall not constitute either a waiver of any other provisions or a continuing waiver by that party, unless otherwise expressly indicated in writing. No modification or amendment to this Agreement shall be binding on the parties unless agreed to in writing by both parties.

Assignment

- 31.11 Neither party may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without prior written notice to the other party.

Enurement

31.12 This Agreement and everything contained herein shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Counterparts

31.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same instrument.

[EXECUTION PAGE FOLLOWS]

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:

SIGNED AND SEALED

This	day of)	THE CORPORATION OF THE COUNTY OF BRANT
)	
)	
)	
)	
Province of Ontario)	
)	
)	R.E.F. Eddy, Mayor
)	
)	
)	
)	Heather Boyd, Clerk

This	day of)	
)	
)	ENERGY+ INC.
)	
)	
)	
)	
)	
Province of Ontario)	Ian Miles
)	President and CEO
)	
)	
)	
)	
)	Sarah Hughes
)	Chief Financial Officer
)	
)	We have authority to bind the Corporation.

SCHEDULE "A" -Contract Service Unit Charges and Special Fees

The Contract Service Unit Charge to the County shall be:

- a) from July 1, 2016 to December 31, 2016, \$3.10 per meter read;
- b) from January 1, 2017 to December 31, 2017, \$3.10 plus *CPI index increase for 2017; and
- c) from January 1, 2018 to December 31, 2018, \$3.10 plus *CPI index increase for 2017 and 2018
- d) for additional renewal periods, to be negotiated, if applicable

* CPI adjustment for immediate trailing period December 1 to November 30

Additional Special Fees

Business hours meter re-read	\$Included ^A
Long Term Amortized Payment Processing/Account:	\$30.00 ^B
- Not payable by County if Contractor Error	
Final Direct Read/Account Closeout, is billed to the customer and retained by Energy+	\$30.00
Special Read, billed to customer and retained by Energy+	\$30.00 ^C
Insert Fee / piece	\$00.10 ^D
Report Programming due to legislative changes	\$Hourly Rate ^E
Special Reporting/Programming	\$Hourly Rate ^E

^A Reference Section 3.12.

^B Reference Section 7.4, where amortization period exceeds 12 months.

^C Reference Section 3.6

^D Reference Section 5.10.

^E Where special reporting or programming is requested, a quote will be provided based on hourly rate and time required to execute. These rates will be agreed upon before work is commenced.

SCHEDULE "B" - Contact List

Energy+ Inc. Contact:

ISSUE	POSITION RESPONSIBLE	ESCALATE TO (POSITION)
Accounting – Tax Roll Accounts Write off Uncollectable Accounts Recovery of Written Off Accounts	Customer Care/Collection Supervisor	VP, Customer Care & Communications
Customer Care Customer Inquiries Adjustments and Back Billing Disconnect of Water Accounts	Customer Care Team Lead	Customer Care Supervisor
Service Orders/Trouble Reports Service Orders Residential Service Orders Com./Industrial Water Meter Installation	Billing & Settlement Supervisor	VP, Customer Care & Communications
On-line access/reports	Billing & Settlement Supervisor	VP, Customer Care & Communications
Other Contract Administration, Rate Increases, Contract Adherence	VP, Customer Care & Communications	CFO

County of Brant Contact:

ISSUE	POSITION RESPONSIBLE	ESCALATE TO (POSITION)
Accounting – Tax Role Accounts Write off Uncollectable Accounts Recovery of Written Off Accounts	Manager of Finance, Revenue	Director of Finance, Treasurer
Customer Service Customer Inquiries Adjustments and Back Billing Disconnect of Water Accounts	Water Clerk	Director of Water
Service Orders/Trouble Reports Service Orders Residential Service Orders Com/Industrial Water Meter Installation Res	Water Clerk	Director of Water
Other Contract Administration, Rate Increases, Contract Adherence	Director of Water	GM of Operations

SCHEDULE "C" - Reporting

The Contractor shall provide the following electronic and printable reports to the County as listed below.

Reports

- 1) Weekly Notification of Trouble Reports
- 2) Monthly Aged Accounts Receivable Listing including identification of customers on payment plans
- 3) Monthly Summary of Status of Trouble Reports /Resolution
- 4) Monthly Summary of Billings, Payments to County and Tax Role Assignments
- 5) Monthly and Annual Consumption by Pressure Zone
- 6) Monthly and Annual Report of Top 10 Water Users
- 7) Annual consumption by Customer