

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

BY-LAW NO. 2013- 60

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AGREEMENT WITH RIDEAU ST. LAWRENCE UTILITIES INC. FOR WATER
METER BILLING"**

WHEREAS the Municipal Council of the Township of Edwardsburgh/Cardinal deems it advisable to enter into an agreement with Rideau St. Lawrence Utilities Inc. for water meter billing;

NOW THEREFORE the Council of the Township of Edwardsburgh/Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the agreement attached hereto as Schedule "A" on behalf of the Corporation of the Township of Edwardsburgh/Cardinal.
2. That Schedule "A" shall form part of this by-law.
3. That this by-law comes into force and effect on January 1, 2014.

Passed, signed and sealed in open Council this 25th day of November, 2013.



Mayor



Clerk

Schedule "A"
By-law 2013 - 60

THIS AGREEMENT made as of the 1st day of January, 2014.

BETWEEN: The Corporation of the Township of Edwardsburgh/Cardinal
(herein called the "Municipality")

OF THE FIRST PART

-and-

Rideau St. Lawrence Utilities Inc.,
(Herein called "RSL")

OF THE SECOND PART

WHEREAS

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

Definitions

1. In this agreement the capitalized terms shall have the meanings ascribed to them:
 - (a) "AMI" refers to Advanced Metering Infrastructure
 - (b) "Contractor" refers to Rideau St. Lawrence Utilities Inc. or "RSL";
 - (c) "Customers" refers to water and wastewater customers of the Municipality;
 - (d) "Direct Read" refers to a reading taken by electronic means directly from the water meter;
 - (e) "Estimate" refers to a reading attributed to an account in the absence of an actual reading;
 - (f) "Elster Remote Reading System (AMI) Device" refers to the remote communication of data through a Fixed Area Network;
 - (g) "FAN" refers to Fixed Area Network and includes the Transmitter, Collectors, Data Repository, Communication System, Software, and any other Goods required for the FAN to operate;
 - (h) "Meter"- includes the integrated meter and communications module;

(i) "Municipality" refers to Corporation of the Township of Edwardsburgh/Cardinal;

(j) "Standards" refers to the applicable industry standards for the services.

METER READING

Regular Readings

2. RSL shall conduct readings within the municipal boundaries of Edwardsburgh/Cardinal on behalf of the Municipality through the Elster AMI system. In the event a reading is not available, RSL shall estimate the consumption based on the account history.

Frequency of Reads

3. RSL shall attempt to read the meters on the same schedule as the hydro meter reading.

Final Reads

4. In the case where the customer for the premise is to change, RSL, when notified, shall ensure that a final meter reading is obtained for the service location from the meter. For customers that are water/sewer customers only, RSL shall obtain the final read upon notification from the Municipality.

Re-reads

5. Upon request by the Municipality or by a customer, RSL will re-read the meter when a concern over reading accuracy has been raised. In the event that there is an error in the meter reading, the customer's original bill, based on the erroneous reading, will be cancelled and a new bill prepared and provided to the customer at no cost the Municipality or the customer.

In the event the reading is proven to be correct, the party requesting the reread may be charged a fee defined in the attached fee schedule and the customer's bill will be due and payable as previously rendered.

Notification of Irregularities

6. RSL shall notify the Municipality of all premises where the meter has stopped reporting to the AMI network for their resolve.

BILLING

General

7. RSL shall calculate the water and wastewater charges based on the consumption drawn from the reads and in accordance with the latest Municipality billing rates and policies, and RSL shall produce the customer invoice and distribute the invoice to the customer. Billing shall be done on the same cycle as the hydro billing. If there are significant changes (increase/decrease) in the number of customers to be billed, rates in schedule "A" shall be adjusted accordingly. "Significant change" is defined as a 10% increase or decrease from the beginning "base" number of installed meters.

Estimates

8. In the event the meter appears to have malfunctioned, RSL shall estimate the amount of consumption for the period based on the customers past history and apply current year's rates and billing practices.

Billing System Capabilities

9. RSL 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 database. Specifically, RSL's billing system shall be capable of:

- (a) changing billing rate structures on a customer wide basis, and on a customer group basis;
- (b) accommodating a range of customer payment options;
- (c) overdue accounts notification;
- (d) accommodating special non-cyclical billing (move ins/move outs);
- (e) calculating an adjusted bill or replacement bill to replace an existing bill as required;
- (f) recording the type of reads by customer: meter read, computer estimate, manual estimate;
- (g) flagging consumption which is outside of the pre-set high/low parameters for the account;
- (h) pro-rating over a rate change period; and
- (i) flat rate where water meter can not be installed

Customer Invoice Content

10. The invoices produced by RSL 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.

Equal Billing/PAP Options Allowed

11. RSL may offer the customer an equal billing/PAP option provided that the account is adjusted to actual compensation at least once a year as it relates to Equal Billing Option.

CUSTOMER SERVICES

General

12. RSL shall provide customer services (in the same fashion as their hydro services) via counter service, telephone, mail and to the Municipality's water and wastewater customers, providing the appropriate response in a courteous and timely fashion for the following situations:

- (a) explaining charges on a customer's account;
- (b) inform the customer of the Municipality's rates, and billing and collection practices;
- (c) logging a service request for broken meters and forwarding it to the Municipality; and
- (d) customer account updates (move ins, move outs, change of banking information etc.)

RSL shall not be required to defend or justify the Municipality's water and wastewater policies and RSL shall not offer any opinion to the Customer on the fairness or suitability of the Municipality's water and wastewater policies.

Overdue Accounts

13. A late penalty charge as prescribed by RSL shall be imposed on all water and wastewater accounts not paid in full by the due date specified on the customer invoice. Any revenue therefrom shall be retained by RSL.

14. RSL shall be responsible for making every reasonable effort to collect past due accounts including but not limited to the imposition of late payment penalties and interest and notification to the customer of past due amounts through E-mail, written and/or telephone contact.

Municipality Assistance

15. RSL may elect to request the Municipality's assistance in collecting past due water and wastewater accounts in arrears for more than sixty (60) days. Upon the request of RSL, the Municipality shall contact the customer and determine the appropriate action which may include the termination of service, a repayment plan or such other action that the Municipality may deem to be appropriate.

Transfer of Accounts to the Municipality

16. RSL shall transfer to the Municipality all water and wastewater customer accounts that have been in arrears for ninety (90) days within ten (10) working days after the accounts are ninety (90) days in arrears.

Where RSL receives a payment, including post dated cheques, from the customer after the account has been transferred to the Municipality, RSL shall notify the Municipality.

FLOW OF MONIES TO THE MUNICIPALITY

Calculation

17. RSL shall forward to the Municipality the total amount billed to the Customers in the month in question, plus or minus the amount of any account transferred to the Municipality or recovered by RSL during that month, not more than thirty (30) days after the month end of when the billings were issued to the customer.

Payment shall be made through an electronic transfer of monies directly into the Municipality's bank account or by cheque.

An invoice will be sent to the Municipality quarterly for services pursuant to schedule "A".

Reporting

18. Each submission to the Municipality's Finance Department shall include the following information:

- (a) number of Customers billed;
- (b) amount billed;
- (c) backup for final accounts transferred to the Municipality, clearly indicating Account Name, service address, forwarding address, owner name and address if tenant and detail of amounts transferred;
- (d) deductions for uncollectible customers paid previously.

Statements

19. A quarterly summary of charges for services rendered is to be submitted to: The Corporation of the Township of Edwardsburgh/Cardinal, Attention: The Treasurer

20. Any questions regarding the payment of the invoices is to be directed to: the Chief Financial Officer, Rideau St. Lawrence Utilities

Responsibility of the Municipality for Meters and Maintenance

21. Each party will maintain ownership of their equipment and continue to maintain/replace the units if required.

22. The parties acknowledge that the Municipality is the owner of the water meters and is responsible for their maintenance and to keep them in good working order.

23. Upon receipt of the notice from RSL, the Municipality shall undertake to contact the customer to arrange for an appointment to inspect, test and repair the meter as the case may be.

24. The Municipality shall inspect and repair the metering of any customer following notification by RSL, RSL shall bear no responsibility whatsoever for the collection of any unbilled water and wastewater consumption of that customer.

25. Upon the completion of the inspection, repair or replacement of the meter, The Municipality shall notify RSL of the results of the work and convey the appropriate information necessary to correct and update the customer's account and the premise's meter information (such as readings, serial numbers, make and model of new equipment installed and the old equipment removed). A Meter Install and Removal Ledger shall be kept at the RSL offices and completed by the party performing the work.

Technology

26. The parties agree to examine new technology as it becomes available and the effects upon the efficiency of the meter reading/billing and collecting services. If it is agreed by the parties that the technology is mutually desirable, the fees for service may be amended to reflect those changes that are implemented.

TERM AND TERMINATION

Term of Agreement

27. The term of the agreement shall be for a period of five (5) years, commencing January 1, 2014.

Automatic Renewal

28. Unless a notice of termination is served by either party, this contract automatically renews on an annual basis after the initial contract period. If the contract is automatically renewed, the pricing identified in schedule "A" would be increased annually based on the Ottawa area CPI as reported at November 30 of each year and adjusted for the actual number of installed meters as of December 31, establishing the new "base" quantity.

Termination

29. Either party may at any time by notice in writing suspend or terminate the services or any portion thereof upon three hundred and sixty five (365) days' written notice. Upon Termination, RSL shall provide all data files pertaining to services rendered pursuant to this agreement to the Municipality and shall return any and all equipment provided by the Municipality to RSL.

30. Upon receipt of such notice by the Municipality, RSL shall perform no further services other than those reasonably necessary, as determined by the Municipality, to close out the services referred to in this agreement. RSL shall only be entitled to invoice for the services performed up until the expiry of the three hundred and sixty five (365) day notice period at the rate current at the time of the receipt of the invoice.

Ownership and Transfer of Customer and Maintenance History Data

31. In the event this Agreement is terminated or comes to an end, the parties agree that the Municipality shall be entitled to take possession of the water and wastewater customer data and history and premise meter data and history in electronic format. Costs associated with this will be borne by the Municipality. RSL shall make every reasonable effort to make this information available in a timely fashion.

INSURANCE

General Liability

32. RSL shall maintain and keep in force during the carrying out of the services, commercial general liability insurance, with the Municipality as an additional insured, protecting both RSL and the Municipality 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 reading and

billing services performed by RSL, in the amount not less than TWO MILLION DOLLARS (\$2,000,000.00) in respect of any one accident or occurrence.

SUCCESSORS AND ASSIGNS

Previous Agreements

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

Benefit of Agreement

34. This Agreement shall endure to the benefit of and be binding upon successors and assigns of RSL and the Municipality, respectively.

Inspection and Access

35. The Municipality shall have the right to periodically examine RSL's records and equipment to ensure the completeness and accuracy of the payments processed. The Municipality shall provide RSL with at least twenty four (24) hours notice of its intent to examine RSLs records and equipment.

Municipality Representative's Authority

36. The Municipality representative has the authority to see that the terms and conditions of this Agreement are adhered to.

Warranty

37. RSL represents and warrants that all of the written representations and warranties of RSL made in this Agreement, and any other agreement, instrument, document or written statement made or delivered pursuant to this Agreement, shall be true and correct in all material respects as at the time of the execution of this agreement.

Notice

38. 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). Notice to the parties shall be delivered at the following address:

Municipality: Corporation of the Township of Edwardsburgh/Cardinal
P.O. Box 129, 18 Centre St. Spencerville, Ontario K0E 1X0

Contractor: Rideau St. Lawrence Utilities Inc.
985 Industrial Road, P.O. 699, Prescott, Ontario K0E 1T0

In the case of the Municipality, the Notice shall be directed to the attention of the Chief Administrative Officer or their designate. In the case of RSL, the Notices shall be addressed to the Chief Financial Officer or their designate.

Confidentiality

39. RSL shall not at any time before, during or after the completion of the services divulge any confidential information communicated to or acquired by RSL or disclosed by the Municipality in the course of carrying out the services provided for herein except as ordered by relevant legislation. No such information shall be used by RSL before, during or after the completion of the services on any other project without the prior written consent of the Municipality.

Further Assurances

40. RSL and the Municipality 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.

Severability

41. 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

42. The failure of the Municipality to insist in one or more instances upon the performance by RSL 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 RSL with respect to such a future performance shall continue in full force and effect.

Governing Law and Interpretation

43. The Agreement and the work shall be governed by the laws of the Province of Ontario including regulations and codes issued by the Ontario Energy Board.

44. Words used in the Agreement Documents 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.

45. This Agreement shall endure 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:

SIGNED AND SEALED

This 20th day of)
July 2014,)
at Spencerville,)
Province of Ontario)

Per: William Sloan

Per: Dr. Kinsky

This 20th day of)
July 2014,)
at Prescott,)
Province of Ontario)

Per: Robert Beaulieu

Per: John F. [Signature]

SCHEDULE A

Water/Sewer Billing Contract – Pricing

Quarterly billing starting in 2014 \$ 6,297.92

Special Reads/Billing Disputes \$15.00

Special Reports \$15.00 or time and material

Prices do not include taxes. (Taxes are extra).

Prices after Year 1 for conventional bill processing are calculated at an annual percentage increase equal to the Ottawa area CPI as reported at November 30 of each year.