

**METER READING AND  
ASSOCIATED SERVICES CONTRACT**

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DATED: \_\_\_\_\_, ~~2015~~2020

BETWEEN:

**The Corporation of The Village of Point Edward**  
(Hereinafter also referred to as “Client”)

-and-

**Bluewater Power Services Corporation**  
(Hereinafter also referred to “Bluewater”)

WHEREAS the Client operates and maintains a water distribution system within the Village of Point Edward;

AND WHEREAS the Client owns, operates and maintains water meters in and around premises throughout its distribution area to record the amount of water consumed on the premises and which forms the basis for charges made payable to the Client from owners and occupants of the premises for water and sewer;

AND WHEREAS the Client requires the periodic reading and recording of data contained within the water meters, as well as other related services;

AND WHEREAS BLUEWATER has agreed to provide the services set out in this Agreement to the Client under the terms and conditions hereinafter set forth;

NOW THEREFORE, the Parties hereby agree as follows:

**1. SERVICES**

- (a) Bluewater shall have the right and responsibility to provide meter reading ~~and billing~~ for the Client ~~on a quarterly basis~~ for all residential, commercial and industrial meters servicing water customers of the Client.

- (b) The meter reading cycle shall be determined by the Client at the commencement of this contract and before December 31<sup>st</sup> of each year thereafter.

## 2. COST

- (a) The Client shall pay Bluewater for the services rendered pursuant to this Agreement at the rate of \$~~1.15~~ 1.25 per meter reading effective January 1, 2021.
- (b) The price set out above shall be adjusted on January 1, ~~2017~~2022, and on the anniversary of that date each year thereafter, in accordance with the rate of inflation as determined by the CPI published by Statistics Canada for the preceding year, unless agreed to otherwise by both parties. The parties shall meet on, or about, November 1, ~~2016~~2021 and each year thereafter to determine if the rate charged should be increased, or decreased, by some other amount having regard to changes in cost brought about by new technology, new legislation, new circumstances, or new costs not currently anticipated and outside of the control of either party. If cost-saving opportunities should become available requiring a capital investment, those opportunities may be addressed in this forum to determine if a capital-funding arrangement can be entered into between the parties in order to achieve those operational savings.
- (c) The Client shall be billed for services rendered each ~~quarter-month~~ on the basis of ~~975~~ the actual number of meter readings obtained. ~~Bluewater shall review actual meter reading information at the end of each year, and issue a correcting invoice to true up based on the actual number of meter readings.~~ All invoices shall be due and payable within 30 days from the date of invoice.

## 3. RELATIONSHIP BETWEEN PARTIES

- (a) The relationship shall be in the nature of a contract for services, and shall not be construed to constitute a legal partnership between the parties.
- (b) This Agreement is entered into in accordance with the Affiliate Relationship Code (ARC), as approved by the Ontario Energy Board (OEB), and the parties acknowledge that this Agreement shall be administered in accordance with the ARC, including any amendments thereto, and any other such direction issued by the OEB or the Province of Ontario.

- (c) The personnel carrying out the activities of reading, billing and collection under this Agreement shall be employees of Bluewater, or its affiliates, unless agreed to in writing by the Client in advance.

#### **4. SERVICE QUALITY MEASURE**

- (a) Bluewater shall be responsible for reading all water meters within the territory of the Client, ~~subject to Subsection 4(d) which shall require Bluewater to enter meter reading data into the required Hardware (as hereinafter defined). Upon completion of meter reading, the Hardware shall be docked at the premises of the Client and the Client shall be responsible for the data being uploaded into the Client's own billing software and providing the data in an electronic format suitable to the Client's billing software.~~
- (b) Where Bluewater is unable to obtain a meter reading, the Client shall be responsible for estimating the consumption for that period.
- (c) Bluewater shall be responsible for the accuracy of meter readings, however, where the Client's Validating, Editing and Estimating (VEE) process identifies a reading as inaccurate, the Client shall be responsible for estimating the read or obtaining a new read with its own staff.
- (d) The Client shall be responsible for readings for final bills, ~~as well as readings for the intervening months between quarterly readings performed by Bluewater. The Client may, at its option, read the 45 commercial MXU customers from time to time as its internal resources permit, which shall be communicated to Bluewater prior to commencing its cycle of reading.~~
- (e) In order to better ensure compliance with expectations, Bluewater and Client shall meet no less than once per year to discuss service delivery issues. That meeting shall take place as part of the annual meeting specified to take place on, or about, November 1<sup>st</sup> of each year as discussed in Section 2(b) of this Agreement.

#### **5. FINANCIAL SETTLEMENT**

- (a) The Client is responsible for billing and collection. Bluewater is providing meter reading only, so there is no financial settlement required between the parties.

#### **6. EQUIPMENT AND HARDWARE**

- (a) Bluewater shall be solely responsible for the supply of all hardware required for meter reading data capture (the "Hardware"). ~~The Client shall provide accessible space at its premises for the storage of the Hardware.~~
- ~~(b) Notwithstanding Subsection 6(a), the Client shall reimburse Bluewater for 50% of the cost of acquisition of the Hardware as well as 50% of the ongoing maintenance cost of the Hardware.~~
- ~~(c) The Client shall be permitted to use the Hardware for reading of meters for its own purposes, which may include reading of meters for the intervening months between quarterly readings performed by Bluewater.~~
- ~~(d)~~(b) The Client shall be solely responsible for water meters and touchpads for meters, if any.
- ~~(e)~~(c) Bluewater shall not be responsible for the maintenance of data as all data shall be under the possession and control of Client.

## **7. CONFIDENTIALITY**

- (a) Bluewater shall not disclose to any other person any information obtained by Bluewater during the course of providing the Services or otherwise deal, or make use of, such information except in the course of, and for the purposes of, providing the Services. Such prohibition on disclosure of information shall include information relating to the customers of the Client or the water consumption recorded in respect of any premises receiving water services from the Client.
- (b) Bluewater shall be responsible for all information in its possession in accordance with the *Personal Information Protection and Electronic Documents Act* and/or the *Municipal Information and Protection of Privacy Act*. The Client shall be responsible for dealing with any inquiries received purporting to be in accordance with the *Municipal Information and Protection of Privacy Act*.
- (c) The obligations set out in sub-clause (a) shall not apply to any information that is publicly available, or was obtained by Bluewater from third parties or where disclosure is required by law.
- (d) Upon termination of this Agreement for any reason, the Client may request Bluewater to return any and/or all Client information in its possession or control, and destroy any record of that information as soon as the information is no longer required for any legitimate business purpose relating to the Services.

- (e) The obligations under this clause shall remain in full force and effect following the termination of this Agreement.

## **8. TERM AND RENEWAL**

- (a) The Initial Term of this agreement shall commence on January 1, ~~2016~~2021 and run for a period of ~~five~~six years ending on December 31, ~~2020~~2026.
- (b) Six (6) months prior to end date of this Agreement, Bluewater shall provide a pricing proposal to the Client to continue this Agreement for a further term of five years, or as may be agreed by the parties at that time.

## **9. INDEMNIFICATION AND INSURANCE**

- (a) Bluewater hereby agrees to indemnify the Client from any claim brought by a third party relating to the negligent acts or omissions of Bluewater in the carrying out of its obligations under this Agreement.
- (b) Client hereby agrees to indemnify Bluewater and its affiliates from any claim brought by a third party relating to the quality or quantity of water supplied, or allegedly supplied, to said third party.
- (c) Bluewater shall secure and maintain at its own expense the following insurance coverage through insurers satisfactory to the Client:
  - (i) general liability insurance coverage of at least \$5,000,000.00 per occurrence; and
  - (ii) motor vehicle insurance providing third party liability coverage of at least \$5,000,000.00 per occurrence in respect of vehicles owned or leased by Bluewater.
- (d) The policies providing the said insurance coverage shall name the Client as a co-insured and shall stipulate that the Client is to receive thirty (30) days' prior notice by the insurer of any termination, cancellation or substantive alteration in the terms of such insurance.
- (e) Bluewater shall provide the Client forthwith upon execution of this Agreement a copy of the policy or policies secured by Bluewater pursuant to this clause together with any certificates of insurance requested by the Client.

## **10. TERMINATION**

If either party receives written notice of its breach of a substantial term or condition of this Agreement, and fails to correct the breach identified in the notice within 90 days of receipt of such notice, this Agreement may be terminated at the option of the party providing notice immediately upon the expiry of the said 90 day notice period. The written notice shall specify the breach of the Agreement with sufficient detail to allow the party to correct the breach.

## **11. NOTICE**

- (a) Any notice provided by a party pursuant to this Agreement shall be sent to the following address:

For the Client:

The Village of Point Edward  
135 Kendall St.  
Point Edward, ON N7V 4G7  
Attention: Jim Burns  
CAO/Clerk-Treasurer

For Bluewater:

Bluewater Power Services Corporation  
P.O. Box 2140  
855 Confederation St.  
Sarnia, ON N7T 7L6  
Attention: ~~Kathy Gadsby~~ Janice McMichael-Dennis  
~~Director~~ President & C.E.O

- (b) A notice sent by mail shall be deemed to have been received five (5) business days after the mailing of the notice.

## **12. ENTIRE AGREEMENT**

This Agreement, including the appendices hereto, shall constitute the entire Agreement between the parties pertaining to the subject matter hereof. No amendment shall be made to this Agreement, unless made in writing executed by the signatories to this Agreement, or their successors or equivalents. For the sake of clarity, such amendments would include an agreement under Section 2(b) which requires the agreement of both parties to price increases other than the rate of inflation and Section 4(f) relating to any commitments with respect to quality of service delivery.

**13. SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by a party without the consent of the other party and shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

**14. ARBITRATION**

Any dispute as to the interpretation or application of this Agreement may be referred to arbitration by either party in accordance with the *Arbitrations Act*.

**15. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, ~~2015~~2020.

**THE CORPORATION OF THE VILLAGE OF POINT EDWARD**

**Per:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Per:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BLUEWATER POWER SERVICES CORPORATION**

**Per:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Per:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

We have authority to bind the Corporation