

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 34 - 2013

BEING a By-law to authorize the Mayor and CAO to enter into an Energy Planning Tool Services Agreement with Local Authority Services Limited (LAS);

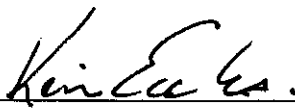
WHEREAS the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into an Energy Planning Tool Services Agreement with Local Authority Services Limited (LAS);

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

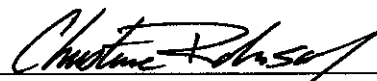
1. **THAT** the Mayor and CAO are hereby authorized to sign the Energy Planning Tool Services Agreement with Local Authority Services Limited (LAS), a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 6th day of May, 2013.

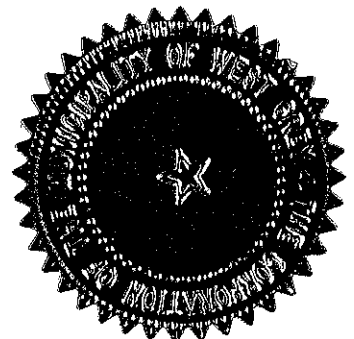
Read a third time and finally passed this 6th day of May, 2013.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 34 - 2013

MUNICIPALITY OF

*West
Grey*

**ENERGY PLANNING TOOL SERVICES AGREEMENT,
LOCAL AUTHORITY SERVICES LIMITED (LAS)**

ENERGY PLANNING TOOL SERVICES AGREEMENT

This Agreement made this 6th day of May, 2013.

BETWEEN

**The Corporation of the MUNICIPALITY OF WEST GREY
(the "Municipality")**

-and-

**Local Authority Services Limited
("LAS")**

(each a "Party" and together the "Parties")

RECITALS

WHEREAS Local Authority Services Limited is in the business of providing an online energy planning tool (EPT) to all interested Ontario municipalities;

AND WHEREAS the Municipality would like to utilize the EPT service provided by LAS for the purposes of developing a municipal energy plan;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Interpretation

1. The Schedule(s) and Appendices set out below are attached to and form part of this Agreement:
 - Schedule 1 – Fee Schedule

Obligations

2. Following are the mutual obligations for both the Municipality and LAS related to the available service option of the EPT.

| | |
|---------------------|---|
| Municipality | <ul style="list-style-type: none"> • Liaise with LAS to start a subscription to the EPT and grant relevant users access • Ongoing entry of all appropriate data and relevant documentation into the EPT • Abide by file format and size restrictions • Plan and report generation |
| LAS | <ul style="list-style-type: none"> • Hosting the EPT software • Maintenance and upgrades related to the EPT software • Support including Users Guide and Help Desk for EPT users • Communications to users related to software • Required updates |

Fees

3. The Municipality agrees to pay LAS fees based on the fees outlined in Schedule 1 to this Agreement until such time as the Agreement is terminated by either party pursuant to Section 7 of this Agreement.
4. The fees include all costs related to hosting, managing and administering the EPT on behalf of the Municipality, including the costs of software maintenance and updates, and the cost of any third parties engaged by LAS to assist in providing services under this Agreement.
5. In addition to the Fees, the Municipality shall pay to LAS any applicable taxes, sales taxes or any other taxes (excluding income taxes or taxes based on net income) properly eligible on the supply of the Services provided herein. No other fees are payable by the Municipality.
6. LAS, in its sole discretion, can increase the fees for the EPT service options. LAS will provide all users with one hundred twenty (120) days notice of any fee changes.

Term

7. The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of one (1) year and thereafter shall automatically renew from year to year unless and until terminated by either Party upon ninety (90) days prior written notice.
8. The obligation to make payment under Schedule 1, and the liability and indemnification provisions shall survive the termination of this Agreement.
9. Upon written notice of termination, all data received prior to the termination date shall be processed pursuant to this Agreement, and all related Fees shall be paid as set out herein.

Invoicing

10. LAS shall provide to the Municipality, an invoice setting forth the Fees and taxes due by the Municipality to LAS within thirty (30) days of returning this Agreement.

11. Within thirty (30) days after receipt of the invoice from LAS, the Municipality shall pay the Fees and taxes due to LAS.
12. If the Municipality fails to pay any amounts payable hereunder when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the prime rate plus two percent (2%)

Termination

13. Upon written notice of termination, and after all fees are paid, LAS will provide the Municipality with an electronic file containing all of the Municipality's data that has been entered into the EPT.

Standard of Service

14. LAS shall perform all Services using suitably qualified and experienced personnel in a professional, diligent and timely manner and in the best interests of the Municipality.
15. The Municipality acknowledges that certain actions must be taken, and certain documents and other relevant information must be provided by the Municipality in order for LAS to perform the Services. The Municipality is solely responsible for the accuracy of the data input into the EPT.
16. The EPT service is meant to provide users with a means to develop energy plans and annual reports on progress made towards energy use goals, and its resultant economic and environmental costs, in those plans. LAS does not guarantee the Municipality any financial savings from using the EPT as this requires actions at the local level well beyond the scope of the services provided by LAS.

Indemnification and Liability

17. The Municipality shall indemnify and hold LAS, its directors, officers, employees, agents and contractors harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by the Municipality relating to, in connection with, resulting from, or arising out this Agreement other than (a) breaches of LAS' obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by LAS contained in this Agreement; and/or (c) any of LAS' negligent acts or omissions.

Confidentiality

18. "Confidential Information" comprises all information, in any form and medium that the Municipality and LAS learn from the other concerning the business and affairs of the other, and any project related data and information.

19. Neither Party shall disclose Confidential Information to third parties, other than required for the purposes of this Agreement or on a confidential basis to legal counsel, financial advisors or other contractors and institutions, or as required by law or by any court with jurisdiction. The Parties shall inform their respective employees and agents of these obligations and take reasonable steps to ensure their compliance with this Agreement.

Dispute Resolution

20. Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively, the "Dispute") shall be settled in accordance with this Article.

21. The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.

22. If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

Notices

23. All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

24. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below.

To Local Authority Services Limited:

200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191

To Municipality:

402813 Grey Road 4, RR 2
Durham, Ontario N0G 1R0

Facsimile Number: (519) 369-5962

25. All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either Party may at any time by notice in writing to the other change the address for service of notice on it.

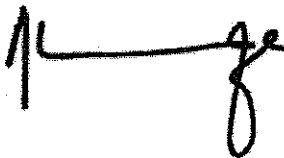
Miscellaneous

26. This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.
27. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.
28. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.

The Corporation of the MUNICIPALITY OF WEST GREY and LAS have respectively executed and delivered this Agreement as of the date first set out above.

Local Authority Services Limited

**The Corporation of the MUNICIPALITY
OF WEST GREY**

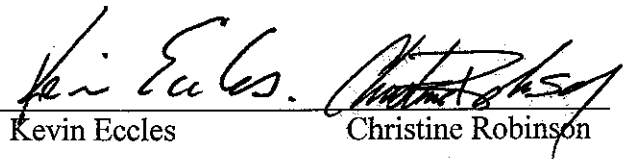


Nancy Plumridge

President

Local Authority Services Limited
200 University Avenue, Suite 801,
Toronto, ON M5H 3C6

(T) 416-971-9856
(F) 416-971-6191



Kevin Eccles

Christine Robinson

Mayor

CAO

Municipality of West Grey
402813 Grey Road 4, RR 2,
Durham, ON N0G 1R0

(T) 519-369-2200
(F) 519-369-5962

Schedule 1
Fees for Full and Self Serve Options

In accordance with Section 3, the Municipality agrees to pay LAS the following fees:

Ongoing Annual Services

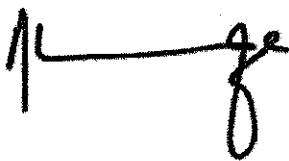
- (a) an annual subscription fee of \$200

Annual subscription is based on a calendar year (Jan 1-Dec 31) with a January 1 renewal. Any new member will be billed the prorated Year when they join (ex: someone joining in June will be billed for June -December).

Accepted and agreed to this 6th day of May, 2013 by:

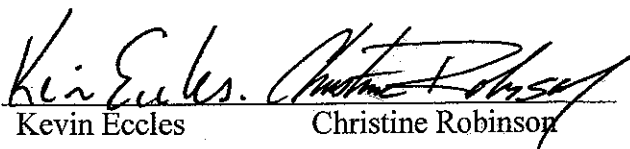
Local Authority Services Limited

**The Corporation of the MUNICIPALITY
OF WEST GREY**



Nancy Plumridge

President



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CAO