THIS ONE-YEAR AGREEMENT made in duplicate, this 9th day of January, 2020

BETWEEN:

Westario Power Inc.
(Herein referred to as the “Westario”)

AND

The Corporation of the County of Bruce
(Herein referred to as the “County”)

For the Provision of the Ontario Electricity Support Program (OESP) and Low-Income Energy Assistance Program (LEAP) Assistance Service Agreement

And WHEREAS, Westario is desirous that the County shall continue to provide OESP and LEAP Assistance for a term of one (1) year commencing January 1, 2020 to December 31, 2020.

The following are the terms and conditions under which Westario Power Inc. will contract with the County of Bruce, Human Services Department for the delivery of OESP and LEAP:

Financing Conditions:

1. Westario will provide a total minimum amount of $2000.00 payable to County of Bruce annually:
   a. The amount to be provided is to be calculated at a minimum of the greater of 0.12% of total distribution revenue (based on current OEB Regulatory Requirements, which may be amended where new Regulatory Requirements are mandated) or $2000.00.
   b. The greater of either the minimum amount of $2000.00 or one-third of 0.12% of total distribution revenue will be provided by January 15th of each year.
   c. Where 0.12% of the total distribution revenue (based on OEB Regulatory Requirements, which may be amended where new Regulatory Requirements are mandated) is greater than $2000.00, two additional payments of one-third of 0.12% of total distribution revenue will be provided by February 15th and March 15th of each year of the agreement.
   d. Westario may provide funding to be administered by the County that exceeds the minimum requirement of the LEAP program.

2. The funds described in section 1 are to be used solely for the following purposes:
   a. Provide grants to eligible low-income customers of Westario that qualify for LEAP, in accordance with the eligibility criteria and screening guidelines set out in the OESP & LEAP Program Manual.
   b. To provide the County with a Program Delivery Administration Fee (defined in section 3).
3. The County of Bruce, Human Services Department may retain for its purpose a fifteen (15\%) percent Program Delivery and Administration fee calculated on the basis of the value of the total amount received from Westario annually. County of Bruce, Human Services Department may give a portion of the fee to any other organization it engages for the purpose of intake functions.

4. County of Bruce, Human Services Department will advise Westario immediately of those customers approved for funding. County of Bruce, Human Services Department will provide payment(s) to Westario in the amount of the funds approved for dispersion to customers in the Westario service territory as they occur.

5. Any remaining funds left at the end of year will be reported to Westario by January 31st of each year. Westario will advise the County in writing whether the funds will be retained for continued distribution or whether the remaining funds or a portion of the remaining funds will be returned to Westario.

Record Retention and Reporting Conditions:

6. County of Bruce, Human Services Department will organize the safe keeping of records of information in compliance with applicable legal requirements, the OESP & LEAP Program Manual and any direction of the Ontario Energy Board (OEB) and submit such information as required to Westario:
   a. Monthly reporting requirements will be remitted to Westario. Should the LEAP funding for the annual term expire prior to the end of the year, the County will notify the designated contact person at Westario immediately.
   b. Annual reporting requirements will be remitted to Westario each year.

Information Exchange Conditions:

7. Westario agrees to provide County of Bruce, Human Services Department and any authorized agents of County of Bruce, Human Services Department with customer account information and payment history provided that the County of Bruce, Human Services Department and their authorized agents have the customer’s legal consent to do so.

General:

8. Westario and County of Bruce, Human Services Department agree and acknowledge that the use and disclosure of Westario customer’s personal information is governed by the Personal Information Protection and Electronic Documents Act (Ontario) and to strictly comply with the provisions thereof. In addition, County of Bruce, Human Services Department will ensure its authorized agents comply with the confidentiality obligations set forth herein.

9. County of Bruce, Human Services Department and its authorized agents shall save harmless and indemnify Westario, its directors, officers, employees, representatives and agents from and against all liability, loss, damage, expense or other cost, howsoever caused, directly or indirectly, resulting from, arising out of in any way relating to the performance by County of Bruce and any of its authorized agents or any
obligations under LEAP (as set forth in this Agreement and the OESP & LEAP Program Manual) which is incurred by Westario or claimed against Westario by any third party, with the exception of those losses and damages cause by Westario’s negligence.

10. County of Bruce, Human Services Department will administer a process of appeals for applicants that have not been approved for funds.

IN WITNESS THEREOF, the Parties have affixed their respective signatures of the Signing officers of Westario and the County.

Westario Power Inc.

____________________
President/CEO or Board Secretary

____________________
Date

County of Bruce

____________________
Mitch Twolan, Warden

____________________
Donna Van Wyck, Clerk

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Date: January 9, 2020