



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 09-4478**

**A by-law to authorize the execution of an Agreement with
Wattsworth Analysis Inc.**

WHEREAS Wattsworth Analysis Inc. Desires to develop an electricity procurement summary and strategy document for the Town of Ingersoll .

AND WHEREAS the Corporation of the Town of Ingersoll desires to enter into an agreement with Wattsworth Analysis Inc. to act as an agent for the Town of Ingersoll for the procurement of electricity and the supply of electricity.

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk Deputy-Administrator are hereby authorized to execute an agreement with Wattsworth Analysis Inc. and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

READ a first and second time in Open Council this 14th day of April 2009.

READ a third time in Open Council and passed this 14th day of April 2009.

Paul Holbrough, Mayor

Elaine Clark, Clerk / Deputy Administrator

AGREEMENT REGARDING ELECTRICITY SUPPLY CONTRACT

BETWEEN _____ (the "Customer") and
WattsWorth Analysis Inc. ("WattsWorth")

WHEREAS the Customer understands that, as *part* of the **Buying Group**, WattsWorth proposes the following:

A. Contract the following volumes:

Hedge		May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10
7x24	kW	-	-	-	-	-	-	-	-	-	-	-	-
5x16	kW	70	70	70	70	70	70	70	70	70	70	70	70

B. The maximum price that the Customer will contract the above volumes is \$77.00 per MWh;

C. The term of the above contract is May 1, 2009 to April 30, 2010;

D. Enroll the selected Net System Load Shape (NSLS) accounts and selected interval accounts and pay a fee for this service as agreed upon in the Enabling Agreement (as that term is defined in Section 3 below) if required to exit the RPP;

E. Enroll the Streetlight accounts and pay a fee for this service as agreed upon in the Enabling Agreement (as that term is defined in Section 3 below) if required to exit the RPP;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and WattsWorth agree as follows:

1. The Customer wishes to enter the Buying Group and agrees to the proposal detailed above.

2. As part of the Buying Group, the Customer retains and authorizes WattsWorth to act as its agent to negotiate with a supplier (the "**Supplier**") an electricity supply contract on its behalf according to the above terms (the "**Contract**").

3. As part of the negotiation process, a commitment letter (the "**Commitment Letter**") is to be signed regarding the Customer's intention to enter into the Contract on the negotiated terms and on the terms reflected in the enabling agreement between the Supplier and the Customer (the "**Enabling Agreement**"). The Customer retains and authorizes WattsWorth to act as its agent in entering into the Commitment Letter on behalf of the Customer. (The Enabling Agreement, the Commitment Letter and the Contract are hereinafter sometimes collectively referred to as the "**Documents**".)

4. The Customer understands that the obligation of meeting the terms and conditions of the Documents are between the Supplier and the Customer exclusively. WattsWorth will have no obligation to either party regarding the Documents. The retention of WattsWorth by the Customer is for the duration of the Contract and its negotiation and the retainer will be terminable only after the termination date of the Contract entered into by the Customer.

5. The Customer agrees that WattsWorth's liability under this Agreement or in tort shall not exceed the total of all fees paid to WattsWorth under the Contract in accordance with F above.

6. Each party hereto acknowledges that, during the term of this Agreement, each party may be required from time to time to disclose to the other party certain materials, information and data relating to such party's activities (all of which is hereinafter referred to as "**Confidential Information**"). Each party hereto acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information and constitutes trade secrets. Each party agrees to exercise the same degree of care of the other party's Confidential Information that it does with its own Confidential Information.

7. With respect to the subject matter of this Agreement, this Agreement (a) sets forth the entire agreement between the parties hereto and any persons who have in the past or who are now representing either of the parties hereto, (b) supersedes all prior understandings and communications between the parties hereto or any of them, oral or written, and (c) constitutes the entire agreement between the parties hereto. Each party hereto acknowledges that he or it shall have no right to rely upon any amendment, promise, modification, statement or representation made or occurring subsequent to the execution of this agreement unless the same is in writing and executed by each of the parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. This Agreement and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving consideration to any conflict of laws rules).

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the _____ day of _____, 2009.

WATTSWORTH ANALYSIS INC.

Per _____
Name:
Title:

I have the authority to bind the Corporation

Customer: _____

Per _____
Name:
Title:

I have the authority to bind the Corporation

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5x16 kW	70	70	70	70	70	70	70	70	70	70	70	70

B. The maximum price that the Customer will contract the above volumes is \$77.00 per MWh;

C. The term of the above contract is May 1, 2010 to April 30, 2011;

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Title:

I have the authority to bind the Corporation

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Per _____
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