

**THE CORPORATION OF
THE TOWNSHIP OF WHITEWATER REGION**

BY-LAW # 06-12-269

**A BY-LAW TO AUTHORIZE A RELEASE AND CONFIDENTIALITY
AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION AND DIRECT ENERGY SAVINGS.**

WHEREAS the Council of the Corporation deems it expedient to enter into the attached release and confidentiality agreement with Direct Energy Savings:


AND WHEREAS the agreement has approved the terms and conditions upon which the accounts will remain in full force and which accounts will cease;


NOW THEREFORE BE IT ENACTED:

1. That the attached agreement between the Township of Whitewater Region and Ontario Energy Savings is hereby authorized and the release provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

This By-law given its **FIRST** and **SECOND** reading this 6th day of December, 2006

This By-law read a **THIRD** time and finally passed this 6th day of December, 2006


MAYOR


CAO/Clerk

**RELEASE and CONFIDENTIALITY AGREEMENT
(the "Release")**

BETWEEN:

ONTARIO ENERGY SAVINGS L.P.

for themselves, their affiliates, their associated and related corporations, partnerships, and funds, and for their officers, directors, employees, agents, unitholders, shareholders, beneficiaries, trustees, predecessors, successors, and assigns (collectively, "OES"),
of the first part

AND

TOWNSHIP OF WHITEWATER REGION

for itself, its affiliates, associated and related corporations, partnerships, and funds, and for their officers, directors, employees, agents, shareholders, beneficiaries, trustees, predecessors, successors, and assigns
(collectively the "Customer")

of the second part

(the Customer and OES are collectively the "Parties")

WHEREAS OES supplied, was obligated to supply, or was alleged to be obligated to supply electricity to the Customer in respect of account numbers 0000419705000440, 0000419505000420, 0000835005100000 and 0000400905001690 (collectively, "the Accounts");

AND WHEREAS, at the request of the Customer, OES has agreed to cease supply of electricity to the Customer in respect of the Accounts;

AND WHEREAS OES and the Customer agree that all other accounts entered into between the parties will remain in full force and effect, as more particularly set out in Schedule "A" attached hereto;

NOW THEREFORE FOR GOOD, VALUABLE AND MUTUAL CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually release and forever discharge each other from any and all actions, causes of action, applications, debts, dues,

accounts, bonds, covenants, contracts, complaints, obligations, duties, breaches of contract, breaches of duty or any relationship, acts, omissions, compensations, promises, damages, costs, losses, expenses, claims for interest or disbursements, remedies for losses, choses in action, entitlements, liabilities, demands, rights of indemnity and all other claims and rights (the "Claims"), whether or not known or anticipated, which the Parties ever had, now have or may in the future have against each other arising in respect of any fact, matter or circumstance existing on or before the date of this Release.

IT IS AGREED that for the aforesaid consideration each Party undertakes and agrees not to make any claim or take any proceedings against any person, partnership, corporation, trust, fund or other such entity which might be entitled to claim contribution, indemnity, or other relief over against any other Party under the provisions of any statute or otherwise, including the *Negligence Act*, R.S.O. 1990, c.N.1 and any amendments and successor legislation thereto, with respect to any of the matters to which this Release applies. In the event that a Party commences any such proceedings, the Party commencing the proceedings undertakes and agrees to fully indemnify the Party against whom the proceedings are commenced, including in respect of any reasonable legal fees incurred in relation to the Claims.

AND IT IS AGREED that for the aforesaid consideration, the Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person, partnership, corporation, trust, fund, or other such entity any of the Claims released above, nor any of the matters about which they agree herein not to make any claim or take any proceedings.

AND IT IS AGREED that the aforesaid consideration is deemed to be no admission whatsoever of liability on the part of the Parties and that such liability is denied.

AND IT IS AGREED that any and all of the terms under which the Parties have settled the matters to which this Release applies, and all of the background facts related to the Action, shall be confidential and shall not, unless required by law, be voluntarily disclosed by a Party to any person other than their solicitors or accountants (but only on the condition that they maintain the confidentiality thereof) without the prior written consent of the other Parties. The Parties agree that either Party may state publicly that the Action has been settled to the mutual satisfaction of the Parties and that the terms are confidential, and shall otherwise refrain from making any further comment.

AND FOR THE AFORESAID CONSIDERATION the Parties acknowledge, declare and agree that they have had sufficient time and opportunity to seek independent legal and other professional advice with respect to the terms of this Release, that they understand the terms of this Release and voluntarily accept the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all Claims as aforesaid, and represent and warrant that they have not been induced to enter into this Release by reason of any representation or warranty of any kind whatsoever and that there is no condition, express or implied, or collateral agreement affecting the said settlement.

THIS RELEASE SHALL BE BINDING upon and shall enure to the benefit of the respective successors and assigns of each of the Parties.

THIS RELEASE may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

THIS RELEASE may be signed in whole or in part by way of facsimile transmission and the Parties agree to accept and rely upon such facsimile as if it contained original signatures and such facsimile Release shall have the same force and effect as an original document.

Township of Whitewater Region

By:

Name:

Title:

Date:

I have the authority to bind the Township of Whitewater Region.

Donald McQuell

Don McQuell

Mayor

~~November~~, 2006 *December 6/06*

Dean Savioi
Dean Savioi
CAO

Ontario Energy Savings L.P.

By:

Name:

Title:

Date:

I have authority to bind Ontario Energy Savings L.P.

Michael Neylan

Vice President and General Counsel

November, 2006

SCHEDULE "A"

Account Number	Description
32991-81000	Beachburg Street Lights
07991-80028	Industrial Park Street Lights
14191-72018	Haley Townsite Street Lights
26791-72011	Huckabone Subdivision Street Lights
20282-44002	Robert Collin Street Lights
26791-71005	LaPasse Street Lights
89191-72006	Foresters Falls Street Lights
82991-72006	Haley Townsite Street Lights
65244-70019	Cobden Street Lights
64191-70000	Westmeath Street Lights
32972-10017	LaPasse Dock Lights
76791-72016	Haley Station Street Lights
89102-55004	<i>unidentified</i>