

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2015-11

Being a by-law to authorize execution by the Reeve and CAO of an agreement between Superior Propane, a division of Superior Plus LP, and the Township of Prince

The Council of the Township of Prince, ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

THAT the Reeve and CAO are hereby authorized to execute and affix the Corporate Seal to an Agreement between Superior Propane, a division of Superior Plus LP, and the Township of Prince, which Agreement is attached hereto as Schedule "A".


2. **SCHEDULE "A"**


Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect as of March 17, 2015.

Passed in Open Council this 17<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
Reeve, Ken Lamming

  
\_\_\_\_\_  
CAO/Clerk-Treasurer, Peggy Greco



GENERAL RETAIL AGREEMENT ("Agreement")

Date: March 11, 2015

Superior Propane, a division of Superior Plus LP  
("Superior")

Prince Township Town Hall  
(the "Customer")

Billing Address:

Prince Township, ON, P6A6K4

Customer is  Owner  Tenant (see clause 16)

Customer Location for Delivery:  
3042 Second Line West

Canada

Prince Township, ON, P6A6K4

Tel:

Canada

Fax:

Email: pgreco@lwp.prince.on.ca

>> I am the account holder  , or

>> I have authority to sign on behalf of the account holder (name)

Customer agrees to purchase and Superior agrees to supply Customer's entire requirements for propane Product, Equipment and Services during the period of this Agreement as follows:

Product	Price: Superior's prevailing current price as at the time of delivery
Liquefied Petroleum Gas	

Équipement ("Équipement")	Variable Rental Pricing			Years	Install Charges*
	Payment Frequency	Quantity	Unit Price <sup>†</sup>		
<b>Scheduled Payment Date Total Rental Fees</b>					

Fixed Rental Pricing and Purchases					
Équipement ("Équipement")	Payment Frequency	Quantity	Unit Price <sup>†</sup>	Years	Install Charges*
SMART Tank Rental - 420 lbs	Yearly	1	\$86.00	5	\$0.00

† all Equipment fees are subject to adjustment

\*If this Agreement is terminated by the Customer before the end of the Term, any discount or service promotion whereby the installation or technician fee was waived by Superior in exchange for entering into this Agreement shall be considered fully chargeable and collectable in the amount of \$249 in all markets with the exception of certain regions (\$499 in Fort McMurray, Fort St. John, Lloydminster), and where regulations apply.

Service ("Service")

Accept Superior Service Plan Option (where applicable)

Decline Superior Service Plan Option

>> Payment Method

Invoice

Credit Card

Pre-Authorized

Other

Pre-authorized Payment Date: 15 days from delivery or service

Credit Card Authorization

>> I authorize Superior to charge my credit card for all amounts due pursuant to this Agreement

>> Credit Card Type:

Mastercard

AMEX

Visa

Other

>> Cardholder Name:

>> Credit Card Number:

>> Expiry Date:

Pre-Authorized Payment Authorization

>> I authorize Superior to debit my bank/trust account for all amounts due pursuant to this Agreement

>> Bank/Trust:	>> Address:
>> Branch No:	>> Transit:
>> Account:	Please Attach Void Cheque

**Special Instructions:**

\* all prices exclude Provincial and Federal sales tax unless otherwise specifically stated

The term of this Agreement shall be for a period of 5 years commencing on 3/12/2015 12:00:00 AM (the "Term").

The parties expressly agree to the above terms and the **GENERAL TERMS AND CONDITIONS** of this Agreement, and each of the parties acknowledges having the full power and authority to enter into this Agreement.


Each of the parties has signed this Agreement as of the date noted at the beginning of this Agreement.

**CUSTOMER:** Prince Township Town Hall

**SUPERIOR PROPANE,** a division of **SUPERIOR PLUS LI**

Name

Per:

X   
Reve, Ken Lamming

Per:

Title:

X   
CAO/ Clerk, Peggy Greco

Name:

Witness:

  
BAJ

Title:

## GENERAL TERMS AND CONDITIONS

- Product**
  1. Superior shall sell and Customer shall purchase during the Term Customer's entire requirements for Product at Superior's prevailing current price as at the time of delivery, subject to any applicable fees, costs, tariffs and surcharges, as amended from time to time, related to the ownership, storage, transportation, distribution, use, sale or supply of the Product, Equipment and Service covered by this Agreement, including administration, transportation, freight, delivery, fuel, third party, cost-of-living, regulatory, compliance, health, safety, environment, inspection, permit, insurance or other related fees. Such fees may be subject to unexpected and sharp fluctuations. Customer must purchase a minimum of 200 litres of Product per year of the Term or Superior may charge a standby fee. Superior shall deliver to Customer such quantities of the Product as are required or requested by Customer from time to time, subject to any applicable minimum order charge.
  2. The Product delivered is CAN/CGSB Liquefied Petroleum Gas 3.14 National Standard specification propane [HD-5].
  3. Title and all risk of loss or damage shall pass to Customer upon delivery, into the Customer's storage vessel at the Customer Location(s). The delivery of the Product by Superior or its designate shall constitute Customer's purchase of the Product.

### Equipment

4. Superior will loan the Equipment to Customer during the period of this Agreement. Customer shall pay the Equipment fees at Superior's prevailing rates, as amended from time to time. Additional Equipment to that specified in this Agreement may be added to this Agreement pursuant to a subsequent Agreement or Equipment Rider under these same terms and conditions.
5. Customer specifically acknowledges that all Equipment, and all replacements or substitutions, shall at all times remain the property of Superior. Superior has the right to register a security interest in the Equipment and any other notice(s) indicating such ownership as it considers necessary. No equipment shall be removed from any Customer Location(s) without the prior written consent of Superior. Customer shall hold Superior harmless from and against all liens and claims against the Equipment due to its presence or use at the Customer Location(s) or otherwise. Upon termination of this Agreement for any reason, Customer agrees to deliver up the Equipment in as good condition as when installed, ordinary wear and tear excepted, and may charge Customer reasonable fees for that service. Superior or its agents shall have the right to enter upon the Customer Location(s) without notice and take possession of and remove the Equipment. Such possession and removal shall be without liability on the part of Superior and without prejudice to Superior's right to pursue any other remedies.
6. If Customer, mortgagee or a purchaser of Customer's property or any creditor of Customer refuses to admit Superior's title to the Equipment, or refuses to permit Superior to retake possession of the Equipment or if the Equipment is lost, stolen, damaged or destroyed: (1) Customer shall forthwith upon demand pay to Superior the then current replacement value of the Equipment, which shall be a debt owed by Customer to Superior until paid in full; and (2) this Agreement may be terminated immediately by Superior.
7. Superior shall service and maintain the Equipment at the Customer Location(s), including any inspections required by government bodies, for which Superior may charge Customer standard fees. Superior shall have the right during the period of this Agreement and after termination to install, connect, replace or remove any Equipment as it deems necessary in its sole discretion and may charge Customer standard fees for this service. No adjustments, movement, repairs or replacements shall be made to any Equipment, except by Superior. Customer agrees to inform Superior immediately of any defects or required repairs to the Equipment. Customer shall bear the risk of, be liable for and pay the cost of loss, repairs or damages to the Equipment made necessary by the acts of third persons, or resulting from the willful or negligent acts or omissions of the Customer, its employees or agents.
8. Customer is strictly prohibited from allowing any party other than Superior or its agents to deliver Product into the Equipment. The Equipment is not intended as a standby capacity while the Customer utilizes an alternate form of energy unless such standby function is provided for in this Agreement.
9. For safety reasons, Superior shall have the right to evacuate Product from any Equipment at any time. Superior shall at all times have access to the Equipment and may enter any Customer Location(s) without notice to install, service or remove such Equipment.

### Term

10. The Term of this Agreement shall be for a period of 5 years, as set forth in this Agreement, and shall continue thereafter for successive like periods until terminated by either party upon written notice to the other party at least 180 days prior to the expiration of the then current Term, unless terminated as otherwise provided for in this Agreement. The Customer shall be held responsible for early termination of this Agreement by the Customer. In the event the Customer receives a bona fide offer from a supplier of like Product or Equipment in like quantities under like conditions to replace Superior as the Customer's supplier of Product and Equipment at the end of the Term, the Customer shall provide Superior with a copy of the offer, and Superior shall have the option to match the competitors offer within 30 days from the date that Superior received notice of the offer.

### Payment and Credit

11. Payment of all accounts shall be made by Customer to Superior on or before the 15<sup>th</sup> day following invoice to Customer or as otherwise agreed to in writing between the parties. Superior shall be entitled to charge and Customer agrees to pay a service charge on all overdue balances calculated at the rate of 2.00 % per month compounded monthly (26.82% annually). In the event Customer's payments become overdue, Superior may suspend further deliveries of Product, without notice, and may terminate this Agreement.
12. Any credit granted by Superior, in any amount, shall be subject to prior credit approval. Customer expressly authorizes Superior to obtain from, and disclose to, any credit or customer reporting agency (or to any other credit grantors with whom Customer has or proposes to have financial relations) any and all information pertaining to Customer's credit standing, in compliance with the applicable privacy legislation.

### Liability

13. Customer acknowledges that there are hazards associated with the storage and use of Product and the presence and/or use of the Equipment, that it understands such hazards, and that it is the responsibility of Customer to warn and protect its invitees and others exposed to such hazards.
14. Customer assumes all risks and liability for losses, claims, damage or injury to persons or property of Customer or others, either direct, indirect or consequential, arising out of delivery, non-delivery, handling, care, storage installation, operation, repossession, presence or use of Product or Equipment, or from any defect therein or in any part thereof, and Superior shall not be liable for the aforementioned losses, claims, damage or injury unless it arises out of the gross negligence of Superior or its representatives. The Customer's sole remedy for the delivery of non-specification Product shall be limited to the price of the Product not meeting specification. Notwithstanding anything in this Agreement, Superior shall not be liable to Customer for any indirect, punitive or consequential loss or damage.
15. In the event that Superior disconnects, repossesses and/or removes any part of the Equipment pursuant to any provision of this Agreement, Customer does hereby release and absolve Superior from any and all liability for damage or loss caused to the Customer or the property of Customer as a result of such disconnection, repossession and/or removal and does further indemnify and save harmless Superior against any and all claims for damage whatsoever caused to third parties or the property of third parties, which result from such disconnection, repossession and/or removal, irrespective of whether such damage is caused by Superior, its employees, agents or contractors.
16. Customer owns or has exclusive right of possession of the Customer Location(s), and if Customer sells such premises or their exclusive right of possession terminates, Customer shall provide Superior with immediate notification. Where Customer is the owner or lessor of a Customer Location, the Customer specifically agrees they shall be responsible for the actions and Product usage of any of their tenants or occupants.

### Default

17. In the event Customer fails to comply with the terms and conditions of this Agreement, or defaults in payment pursuant to this Agreement, or foreclosure, insolvency, receivership or bankruptcy proceedings with respect to Customer are commenced, or in the event Customer makes a proposal to its creditors or upon the sale, transfer, or other conveyance of the Customer Location(s) or the business conducted by Customer therefrom, or in the event Customer's financial position becomes unsatisfactory in the sole opinion of Superior reasonably arrived at, Superior may, without notice and without legal process, where permitted by law, enter the Customer Location(s), disconnect, repossess and/or remove all or any portion of the Equipment supplied under this Agreement, remove any Product contained in the Equipment, which the Customer agrees becomes the property of Superior immediately upon default and the Customer acknowledges if the Equipment is repossessed and removed, it is also necessary to remove the Product; and/or terminate this Agreement and any other Agreements between Superior and Customer. If Superior removes the Product, then Superior will first credit the value of the removed Product to the expenses incurred for the removal of the Equipment and Product, then to the outstanding account of the Customer, if any, and any excess value will be paid to Customer.

### Warranties

18. Any Product supplied will meet those specifications set out in paragraph 2. There are no other warranties, representations, or conditions, express or implied, regarding the Product or the Equipment, or their installation, or their merchantability or fitness for purpose. Superior assumes no liability or responsibility for any warranty extended by any manufacturer of the Equipment and Customer relies solely upon the manufacturer of the Equipment for any such warranty.

### General

19. If a party to this Agreement fails to require the other party to perform, or overlooks a breach of any provision of this Agreement, such failure or overlooking shall not be taken as condoning such non-performance or breach, nor preventing the party from subsequently taking action.
20. Customer agrees that the exercise by Superior of any rights as stated in this Agreement shall be without prejudice to any other rights available by law or by this Agreement. This Agreement shall be governed by the laws of the Province of Alberta.
21. Each provision of this Agreement is distinct and severable. Any provision of this Agreement prohibited by any applicable statute, law, by-law, or regulation of any applicable governmental authority shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.
22. Customer may not assign this Agreement without the express, prior written consent of Superior. Superior may assign this Agreement in whole or in part without notice to Customer. This Agreement shall ensure to the benefit of, and be binding upon each party to this Agreement and its respective heirs, executors, successors and assigns.
23. All notices required under this Agreement shall be in writing and may be delivered personally, by courier, by mail, by fax to the respective address on the front page of this Agreement or by Superior posting such notice on the Superior website [www.superiorpropane.com](http://www.superiorpropane.com), and such notice shall be deemed received when so delivered, when such fax is confirmed, if mailed, two business days after the date such letter is posted, or when posted on the Superior website.
24. Neither party shall be held liable for any failure or omission in the performance of this Agreement (not including non-payment of amounts when due), if such failure is caused by or shall arise, directly or indirectly, from acts of God, terrorism, wars, riots, labour disputes, shortage of labour, materials or supplies, inclement weather, including snow, ice, storms, floods or impassible conditions, equipment failure or malfunction, failure of suppliers, storage facilities, pipelines or carriers to transport or furnish Product, or other contingencies beyond the reasonable control of the parties, which would make performance commercially impractical.
25. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement, and there are no other promises, representations, warranties, Agreements or conditions affecting this Agreement or binding upon Superior (negligent or otherwise) unless expressly contained in this Agreement, and no amendment to this Agreement shall be effective unless in writing and signed by an authorized person of the parties.

## I accept the Terms of the Agreement

X   
Customer Initials