



METERING AND BILLING AGREEMENT

1. The following terms shall apply to this Metering and Billing Agreement:
 - a) “Waterwatch” refers to Waterwatch, LLC.
 - b) “Client” refers Village of the Groves_
 - c) “Installation Agreement” refers to the portion of this Agreement so titled, or portions referring to the sub-metering system installation obligations of Waterwatch.
 - d) “Metering and Billing Agreement” refers to the portion of this Agreement so titled, or portions referring to the metering and billing obligations of Waterwatch following system installation by Waterwatch.
 - e) “Scope of Work” refers broadly to the installation, metering and billing services provided by Waterwatch as further specified in this Installation Agreement and the Metering and Billing Agreement.
 - f) “Property” refers to the real property where the services described in this Installation Agreement or corresponding Metering and Billing Agreement are to be performed. The Property subject to both agreements is located at:

Contract Term:

2. Waterwatch will provide all metering and billing for the Occupants of the Property for a period of three (3) years effective June 15, 2022.
3. The Metering and Billing Agreement shall become fully binding as of the date of the Client's signature on the Metering and Billing Agreement (the "Effective Date"). Metering and Billing by Waterwatch shall commence as soon as practicable following installation of the sub-metering system by Waterwatch.

Parties Responsibilities:

4. **Waterwatch Responsibilities:** As part of this Metering and Billing Agreement, Waterwatch will:
- i. Read meters of Client's residents and bill Occupants on an approximate 30-day cycle based on current utility tariffs in effect in the municipality in which the Property is located.
 - ii. Review the Property tariff on an annual basis and update the billing rates in accordance with the then-current tariff.

- iii. Submit monthly management reports to the Client. Management reports are available in either hard copy or electronic form.
 - iv. Include a contact telephone number on all Occupant bills.
5. **Client's Responsibilities:** As part of this Metering and Billing Agreement, Client will:
- i. Provide Waterwatch with occupancy updates, including names and unit addresses for Occupants, within 30 days of a change in occupancy.
 - ii. If requested by Waterwatch, timely provide copies of most recent utility bills for the Property.
 - iii. Notify Waterwatch of any interim changes in Property utility tariff that occur after Waterwatch's annual tariff review.
 - iv. Notify Waterwatch of known or discovered differences between city utility bills and the sum of all utility charges shown on Waterwatch's monthly management report. Waterwatch is not responsible for any differences between city utility bills and Waterwatch's billed charges.
 - v. Ensure that the lease agreements for the Property disclose all fees charged to Occupants and the amount of each fee.
 - vi. Disclose to Occupants any and all adjustments to fees that may periodically occur.
 - vii. Comply with all state and local laws, guidelines and/or reporting requirements.
 - viii. Promptly remit any and all fees due to Waterwatch under the Installation Agreement and the Metering and Billing Agreement.
 - ix. Promptly notify Waterwatch of any service work performed on system components by technicians other than Waterwatch technicians.

Billing and Charges

- 1. Monthly reading and billing will be billed at \$7.50 per Occupant bill.
- 2. Should Waterwatch be required to collect payments for reading and billing, an additional \$.50 will be added per bill. The use of a third party distributor, ie South Data for the bills will increase the fee to \$6.80
- 3. Waterwatch will charge a \$25.00 non-sufficient funds fee for bounced checks, which shall be billed to the Occupant's account.
- 4. Unless prohibited by law, Client may elect to include these fees in the occupant bills.

Payment of Invoices

- 6. The Client agrees to pay all charges designated in this Agreement within 30 days of the date on the invoice.

7. The Client's obligations to pay all charges accruing as a result of this Agreement shall survive any termination or expiration of this Agreement.
8. Waterwatch reserves the right to apply payments made by the Client to the longest outstanding balance. The Client shall only be entitled to withhold any payment due insofar as Client disputes the amount billed in writing and such dispute is acknowledged by Waterwatch in writing or assessed in a binding court order.

Accounting & Billing Reconciliation: The Client will notify Waterwatch of any known or suspected accounting or billing errors in reports, bills, or related documents prepared by Waterwatch within 90 days of receipt.

Warranties: Except as specifically set forth in this Metering and Billing Agreement or any attached Agreements or documents, Waterwatch makes no warranties, express or implied, with regard to the services provided herein.

Limits of Liability for Metering and Billing: FOR ANY AND ALL SERVICES TO BE PERFORMED IN THIS METERING AND BILLING AGREEMENT, WATERWATCH WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS, LOST SAVINGS OR LOST DATA, REGARDLESS OF FAULT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WATERWATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WATERWATCH'S AGGREGATE LIABILITY EXCEED THE TOTAL FEES RECEIVED BY WATERWATCH UNDER THIS METERING AND BILLING SERVICE AGREEMENT IN THE IMMEDIATE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURENCE WHICH FIRST GAVE RISE TO THE CLAIM.

Existing Installation Agreement: If a sub-metering system already exists on the Property, Waterwatch will perform a reading assessment of the existing metering equipment. The assessment will identify units that do not perform in accordance with the manufacture's specification. Waterwatch may delay installation, metering or billing services until the existing equipment passes Waterwatch's inspections.

Interruption of Services: Waterwatch will not be liable for interruption of services under this Metering and Billing Agreement resulting from: (a) action of any governmental agency (b) acts of God or (c) circumstances beyond the reasonable control of Waterwatch.

- B. **Automatic Six-Month Renewal:** Upon the expiration of the initial Metering and Billing Term, the Metering and Billing Agreement shall automatically renew for succeeding

terms of six (6) months, unless either party provides 30 days written notice of cancellation prior to the initial renewal term or any subsequent renewal term.

Termination:

1. Either party may terminate this Metering and Billing Agreement, effective upon written notice to the other party (the “Defaulting Party”), if the Defaulting Party:
 - i. Materially breaches the Installation Agreement or Metering and Billing Agreement, and such breach is incapable of cure.
 - ii. Materially breaches the Installation Agreement or Metering and Billing Agreement, which is capable of cure, and the Defaulting Party does not cure such breach within (30) days after receipt of written notice of such breach.
 - iii. Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - iv. Becomes subject, voluntarily or involuntary, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.
 - v. Is dissolved or liquidated or takes any corporate action for such purpose.
 - vi. Makes a general assignment for the benefit of creditors.
 - vii. Has a receiver, trustee, custodian or similar agent appointed by order of any court to take charge of or sell any material portion of its property or business.
2. The requirements for mandatory mediation (below) shall apply prior to termination by either party, but only if the reason for termination given by the non-Defaulting Party is disputed by the Defaulting Party.

Sale of Property or Management Change

2. **Sale Penalty:** In the event that services under this Metering and Billing Agreement are cancelled because of a sale of the Property by Client or a change in the Management company, Client shall pay to Waterwatch an amount equal to the average monthly fees collected by Waterwatch from Client (or its occupants) under this Agreement, multiplied times the number of months remaining in the Metering and Billing Agreement, which shall be paid by Client in total within 30 days of notice.
3. **Assignment to Purchaser or New Management Company:** As an alternative to the sale penalty above, Waterwatch may agree to assign Client’s obligations under this Agreement, to the purchaser or new management company of the Property, in Waterwatch’s sole discretion and assuming consent by the either. In such case, purchaser/management company would be required to accept such obligations in

writing. Client remains fully responsible for the obligations under this Agreement unless or until Waterwatch agrees to an assignment and purchaser/management company agrees to accept an assignment of such obligations in writing.

- C. **Amendment:** This Metering and Billing Agreement may not be amended except in writing signed by Client and Waterwatch.
- D. **Notices:** All notices, request, demands, consents or approvals permitted or required to be given to any of the parties to this Metering and Billing Agreement will be in writing and will be deemed given or delivered when: (a) delivered by hand, or (b) when received by the addressee, if sent by regular mail or other express delivery service, to the following addresses:

For Waterwatch:

Attention: Ron Porshinsky

Address: PO Box 2834

City, State, Zip: Westerville, OH 43086

Email: ron@waterwatchohio.com

For Client:

Attention: _____

Address: _____

City, State, Zip: _____

Email: _____

Entire Agreement: This Metering and Billing Agreement and all other agreements and documents referred to in this Agreement or delivered pursuant hereto constitute the entire understanding among the parties with respect to the subject matter hereof and supersede all other

prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof.

Severability: The invalidity or unenforceability of any provision of this Metering and Billing Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect. In the event that subsequently enacted legislation or administrative rule makes any provision of this Agreement invalid, the parties agree to use their best efforts to re-negotiate such provision in good faith so as to preserve the underlying intent of this Agreement.

Governing Law: This Metering and Billing Agreement will be governed by and construed in accordance with the laws of the state of Ohio.

Required Mediation: Any controversy, claim or breach arising out of this Agreement or any attached agreements or amendments shall be resolved by mandatory mediation. Parties to this Agreement shall mutually agree and select a mediator to resolve all disputes. All mediation is to be conducted within Franklin County of Ohio. Should mediation prove unsuccessful, the courts of Franklin County shall settle all disputes arising out of or in connection with this Agreement.

Incorporation by Reference: All exhibits, schedules or other documents, certificates or instruments referred to or attached to this Metering and Billing Agreement are incorporated herein by reference as though fully set forth at the point referred to in the Agreement.

CLIENT:

By: _____

Name: _____

Its: _____

Date: _____

Waterwatch

By: _____

Name: Ron
Porshinsky

Its: President

Date: _____