

CONSULTING AND SERVICES AGREEMENT

THIS AGREEMENT made the 10th day of April, 2018.

BETWEEN:

STANTEC CONSULTING LTD., a body corporate, duly incorporated under the laws of Canada, and registered extra-provincially to carry on business in the province of Prince Edward Island

(hereinafter called "the Consultant")

AND:

COMMUNITIES OF THE WEST RIVER GROUP, an unregistered association comprised of the municipalities of Afton, Bonshaw, Meadowbank, New Haven-Riverdale and West River

(hereinafter called "CWR")

(and being hereinafter referred to jointly as "the Parties")

WHEREAS CWR is an unregistered association comprised of the Community of Afton, the Rural Municipality of Bonshaw, the Rural Municipality of Meadowbank, the Rural Municipality of New Haven-Riverdale, and the Rural Municipality of West River;

AND WHEREAS CWR was formed by the several municipalities for the purpose of exploring co-operation between them, and exploring and evaluating various municipal structures;

AND WHEREAS in furtherance of CWR's purposes, it requires certain services, namely the preparation of a municipal growth management study;

AND WHEREAS the Consultant has undertaken to provide such services subject to the following terms and conditions;

NOW THEREFORE this Agreement witnesseth that:

DESCRIPTION OF SERVICES

1. The Consultant hereby agrees to perform the work and provide the services as described in Schedule "A" to this Agreement (hereinafter "the Services"), which Schedule "A" is hereto attached and is an integral part of this Agreement. Performance of the Services includes developing and delivering the deliverables identified in Schedule "A".
2. The Consultant undertakes to ensure that the Services performed by the Consultant (it being agreed that for the purpose of this Agreement the term "Consultant" includes its employees, servants and agents) are in accordance with the customarily expected standard of care, diligence and skill (the "Standard of Care").
3. It is agreed that all Services performed by the Consultant pursuant to this Agreement shall be performed in accordance with Standard of Care. Should CWR reasonably determine

that any of the Services performed by the Consultant do not meet the Standard of Care, the Consultant shall remedy the work upon receipt of notice from CWR specifying the nature of the work performance determined to not meet the Standard of Care. Upon receipt of such notice from CWR, the Consultant shall promptly correct the work to CWR's reasonable satisfaction.

4. CWR and the Consultant shall each designate a responsible individual with adequate authority to act as project coordinator to serve as the main contact for the performance of the Services. The project coordinator for each Party will be specified in Schedule "A", attached hereto. Either Party may, from time to time, replace its project coordinator with a suitable replacement by providing the other Party with ten (10) days' written notice.
5. The Consultant shall assign the personnel identified at Schedule "A" to perform the Services (the "Key Personnel"). The Consultant may remove or replace any such Key Personnel provided it obtains the prior consent of CWR which consent will not be unreasonably withheld if the Consultant can show that any new personnel has qualifications and experience substantially similar to those of his or her predecessor. Key Personnel may include employees of the Consultant and any subcontractor(s) as deemed appropriate by the Consultant.
6. The Parties may make changes to the Services, the deliverables and the delivery deadlines by mutual agreement in writing.
7. CWR agrees to arrange appropriate meeting space to facilitate public meetings during delivery of the Services, together with refreshments for the Key Personnel during the course of said public meetings and to cover the costs thereof.

TERM

1. The Consultant agrees to provide the Services during the period from the date of this Agreement to August 31, 2018, or as otherwise determined by the mutual agreement of the Parties, unless this Agreement is terminated earlier in accordance with the terms and conditions contained herein.

LEGAL STATUS OF CONSULTANT

1. The Consultant certifies that the Services are being provided by it as an independent contractor and not as an employee, agent or representative of CWR and, as such, statutory employment deductions do not apply. The Consultant certifies that it is not currently an employee of CWR, and that nothing contained in this Agreement authorizes or designates the Consultant to act in any capacity on behalf of CWR without a prior specific request and the express written consent of CWR.
2. The Consultant shall provide the Services at times mutually agreed to by CWR and the Consultant. The Consultant shall retain control over the means and methods by which it provides the Services. The Consultant shall provide any and all tools and equipment needed to perform the Services. The Consultant acknowledges that it may perform similar services for others at the same time that it is rendering the Services to CWR, provided the Consultant complies with all of its obligations under this Agreement. The Consultant, the Consultant's employees and any other individuals associated with the Consultant, shall not be subject to the direction, control or supervision of CWR as to the manner in which the Services are performed. The Consultant shall be exclusively responsible for recruiting,

screening, interviewing, hiring, training, supervising, directing, disciplining and terminating all of its employees, servants and agents.

3. The Consultant shall comply with all federal, provincial and municipal legislation which may have application to the Services being performed under this Agreement.
4. The Consultant shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* (Prince Edward Island), the *Workers Compensation Act* (Prince Edward Island) or any other laws that impose obligations in the nature of employers' obligations.

FEES AND PAYMENT

1. CWR agrees to make payment to the Consultant for performing the Services under this Agreement and for reimbursement of expenditures in accordance with Schedule "B", which Schedule "B" is attached hereto and is an integral part of this Agreement.
2. The Consultant shall submit invoices to CWR, detailing the Services performed to date. CWR will pay the Consultant's invoices within fifteen (15) days of receiving them, provided the Services have been performed to the satisfaction of CWR, acting reasonably, and provided CWR does not dispute the Consultant's invoice.
3. The Parties agree that any payments committed to by CWR under this Agreement must be approved pursuant to the annual budgets and funding partner obligations of the several municipalities of CWR.
4. The Parties agree that, unless otherwise agreed to in writing, \$59,089.24 (CAD) represents the maximum amount that shall be payable by CWR to the Consultant for the Services.
5. In the event that CWR elects to file a formal proposal with the Island Regulatory and Appeal Commission regarding a revised municipal structure, and the Consultant is approached to assist, any further retainer to provide services shall be subject to negotiation and a new agreement being entered into between the Parties.

CONFIDENTIALITY AGREEMENT

1. The Parties shall sign the Confidentiality Agreement hereto annexed as Schedule "C" upon the execution of this Agreement, which Schedule "C" is an integral part of this Agreement.

OWNERSHIP

1. Upon full payment of all monies owed to the Consultant, all intellectual property rights, including copyright on all information produced by the Consultant in the course of performing the Services contemplated by this Agreement, or as a result of this Agreement generally, shall be owned solely by CWR. CWR agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defence costs) arising or allegedly arising out of any reuse or modification of the intellectual property and/or work product by CWR or any person or entity that obtains the intellectual property and/or work product from or through CWR.

2. The Consultant relinquishes all intellectual property rights, including moral rights, which may otherwise accrue to the Consultant pursuant to the *Copyright Act* (Canada).

AMENDMENTS

1. Changes in the scope of the work or Services or other terms and conditions of this Agreement shall be implemented only upon written authorization from CWR by way of a formal, written amendment to this Agreement. Fees for any such changes, where appropriate, shall be as mutually agreed upon by the Parties and documented in writing.

INDEMNIFICATION AND INSURANCE

1. The Consultant shall indemnify and hold harmless, but not defend, CWR, its constituent municipalities and their successors, councillors, administrators and employees from and against any and all liability, loss, cost, expense, damages, claims, fines or assessments on account of injuries (including death) or other losses or damages to the Consultant or the Consultant's employees, servants or agents or any other individuals associated with the Consultant, to the extent caused by the negligent performance of the Services including but not limited to any claims for overtime pay, vacation pay, public holiday pay, notice of termination of employment (or termination pay in lieu of such notice), severance pay, wrongful dismissal, constructive dismissal, unjust dismissal, mental distress, wages, benefits, bonus, incentive compensation, disability, health, life, or other insurance premium payments or benefits, pension, interest, or any claims under any applicable laws relating to employment standards, labour relations, human rights, pay, equity, employment equity, occupational health and safety and workers' compensation.
2. The Consultant further acknowledges that the Consultant, the Consultant's employees, servants and agents and any other individuals associated with the Consultant have no entitlement and shall not have any claim against CWR for any compensation or benefits of the type provided by CWR or CWR's constituent municipalities to their employees, including, without limitation, overtime pay, vacation pay, public holiday pay, notice of termination (or termination pay in lieu thereof), severance pay, retirement benefits, employment insurance, Canada Pension Plan, workers' compensation, disability, health or life insurance premium payments or benefits, wages, bonus or incentive compensation.
3. CWR shall not withhold federal, provincial or other taxes and premiums from any amounts payable to the Consultant. The Consultant shall be solely responsible for paying, and agrees to pay, such taxes in accordance with applicable laws and regulations. The Consultant hereby indemnifies and holds CWR and its successors, officers, directors, agents and employees harmless, but shall not defend, from the Consultant's failure to comply with any of the obligations required under this Agreement including any liability, loss, cost, expense, damages, fines, assessments or other actions brought against CWR relating to the non-payment or late payment of such taxes or its negligent failure to comply with applicable federal, provincial and municipal laws. The Consultant will pay for the defence costs of CWR in the event it is determined that the Consultant has negligently failed to comply with this section by judgment or good faith settlement.
4. The Consultant shall be solely responsible for all physical injuries (including death) to persons (including but not limited to employees of CWR) and damage to property (including but not limited to property of CWR, third parties, the Consultant, its employees, servants, agents or any other individuals associated with Consultant) to the extent caused by any negligent act or omission of the Consultant, the Consultant's employees or of

individuals for whom the Consultant is responsible in law, and the Consultant shall indemnify and hold CWR harmless, but not defend, from loss and liability in respect of any and all damages on account of such injuries or damage. Such indemnification shall include indemnification for negligent acts of the Consultant's employees and of any individuals for whom the Consultant is responsible in law that constitute crimes, such as theft, and intentional misbehaviour, while at any University facilities. The Consultant shall be solely responsible for workers' compensation claims filed by the Consultant's employees, servants or agents and any individuals associated with the Consultant.

5. The Consultant shall maintain insurance of the following amounts and policy limits:
 - (a) Professional liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on a claims made basis, insuring the Consultant's liability resulting from negligent errors and omissions in the performance of professional services;
 - (b) Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence against bodily injury and property damage; and
 - (c) Auto liability insurance on each vehicle owned, operated or licensed in the name of the Consultant in an amount not less than One Million Dollars (\$1,000,000.00).

The Consultant shall provide proof of such policy(ies) of insurance upon request of CWR.

6. The indemnities and obligations of the Consultant specified in this Indemnification and Insurance Section shall continue to bind and apply to the Consultant following the completion of the Services and shall survive the termination of this Agreement.

LIMITATION OF LIABILITY

1. The total amount of all claims CWR may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$177,000. As CWR's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.
2. Neither CWR nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the Services. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

PROFESSIONAL LICENSES

1. The Consultant agrees that it, and its Key Personnel are in good standing within any professional organization to which it, he or she must be a member in order to perform the Services contemplated by this Agreement.

TERMINATION

1. This Agreement may be terminated as follows:
 - (a) By CWR where:
 - (i) in the reasonable opinion of CWR, the Services provided by the Consultant are unsatisfactory, inadequate, or are improperly provided;
 - (ii) in the reasonable opinion of CWR, the Consultant has failed to comply with any substantive term or condition of this Agreement, or the Confidentiality Agreement annexed hereto at Schedule "C";
 - (iii) the Consultant is dissolved or becomes bankrupt or insolvent;
 - (iv) the Services are provided in connection with a project for which CWR has been awarded funding from an external source or for which CWR receives payment for the provision of services to a third party, and that project or contract has been terminated or funding or payment reduced;
 - (b) By the Consultant upon seven (7) days' notice in writing in the event CWR has committed a material breach of this Agreement, which for the purposes of this clause, shall include non-payment of the Consultant's invoices.
 - (c) Following a written notice by either Party at least 30 calendar days prior to the proposed cancelation, delivered in accordance with the Notices Section, below.
2. Upon termination of this Agreement, CWR shall pay to the Consultant all fees payable under this Agreement up to the effective date of termination. Upon termination of this Agreement, the Consultant shall deliver to CWR all of the property of CWR (including all work product, whether completed or not) in the possession of the Consultant or its subcontractor.

DISPUTE RESOLUTION

1. In the event a dispute arises between the Parties, the project coordinators appointed by the Parties shall use their best efforts to resolve the dispute within ten (10) days of the dispute arising. Any dispute between the Parties which cannot be resolved by interactions between the project coordinators shall be entered into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days from the appointment of the mediator, if mutually agreed, the dispute shall be referred to final and binding arbitration in Charlottetown, Prince Edward Island, in accordance with the *Arbitration Act* (Prince Edward Island).
2. Any Party may begin the arbitration process by providing written notice of arbitration (the "Arbitration Notice"), together with the name of a suggested arbitrator (the "First Nominee") to the other Party. The Party in receipt of this notice will have no more than ten (10) days in which to agree to the First Nominee as arbitrator or to suggest an alternative arbitrator (the "Second Nominee"). If a Second Nominee is not suggested within the ten (10) day time period, the Party in receipt of the Arbitration Notice will be deemed to have accepted the First Nominee as arbitrator. If the Parties cannot agree on an arbitrator within ten (10)

days of the second Party receiving the Arbitration Notice, the First Nominee and the Second Nominee shall select a third person to act as arbitrator. In any event, the arbitrator must have legal training. These conditions and the selection of the arbitrator shall be final and binding on both Parties. In the event the First Nominee and the Second Nominee cannot agree within a further period of ten (10) days, then either Party may apply to the Supreme Court of Prince Edward Island to appoint an arbitrator (who meets the qualifications set out above).

3. The decision of the arbitrator shall be given in writing and shall be final and binding on the Parties. There shall be no right to appeal or seek judicial review of the arbitration decision. The cost of the arbitration, including the fees of the arbitrator, shall be shared equally by the Parties unless the arbitrator decides otherwise.
4. The Parties shall continue to perform their obligations under this Agreement, including the payment of invoices by CWR to the Consultant, so far as performance is reasonably possible in view of the matters in dispute, until such time as any dispute has been resolved or this Agreement expires.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

1. Any information provided in respect of this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island). The Consultant shall be consulted prior to release of any information under the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island).
2. Consultants whose work for CWR involves the collection or use of personal information may be subject to the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island). In all circumstances, personal information received by the Consultant in the course of providing the Services to CWR may not be released to any third party or unauthorized individual.

SUBCONTRACTING

1. Subject to paragraph 2 below, the Consultant shall not subcontract or outsource any of its obligations under this Agreement or any portion of the Services to a third party without the prior written consent of CWR, which consent shall not be unreasonably withheld. If the Consultant subcontracts any portion of the Services, the Consultant shall be fully responsible for all acts and omissions of its subcontractors, as if they were the acts and omissions of the Consultant itself.
2. The Consultant is expressly permitted to subcontract the financial analysis portion of the Services to MRSB Consulting Services Inc.

ASSIGNMENT

1. Unless expressly provided for herein, neither this Agreement, nor any of the rights or obligations hereunder, shall be assigned in whole or in part by the Consultant without first receiving the prior written consent of CWR.

GOVERNING LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the Parties hereby irrevocably attorn to the jurisdiction of the courts of Prince Edward Island.

NOTICES

1. Any notice, request or other communication hereunder to either of the Parties hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid registered mail or delivered to the other Party at its address as follows:

CWR:

Communities of the West River Group
c/o Community of Afton
1552 Route 19
New Dominion, PE
C0A 1H6
Attention: Elizabeth Wilson, Councillor for the Community of Afton

The Consultant:

Stantec Consulting Ltd.
165 Maple Hills Avenue
Charlottetown, PE
C1C 1N9
Attention: John Heseltine

2. Any notice to either Party may be given by personal delivery or by prepaid registered mail addressed to such Party at its address as above stated and any notice so given shall be deemed to have been duly given on the fourth business day after which the envelope containing the notice was deposited, prepaid and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery on the other Party.

ENTIRE AGREEMENT

1. This Agreement supersedes and replaces any prior agreements (oral or written) between CWR and the Consultant with respect to the Services, and expressly discharges CWR from any and all obligations and any existing or potential liabilities or claims arising out of any prior agreements for services. This Agreement (and the documents incorporated by reference in this Agreement) contains the entire agreement between the Parties. Neither the Parties, nor their agents, shall be bound by any terms, conditions, statements, warranties or representations not herein contained. No modification, extension or alteration of this Agreement shall be legally binding on either Party unless executed in the same manner and form as this Agreement.

NO WAIVER

1. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall

any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the waiving Party.

SEVERABILITY

1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, the remaining provisions shall, nevertheless continue in full force and effect without being impaired or invalidated in any way.

COUNTERPARTS

1. This Agreement may be executed in any number of counterparts (including by electronic mail and facsimile) and all counterparts taken together shall constitute one and the same agreement.

HEADINGS

1. The headings preceding the paragraphs of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

LANGUAGE

1. References to the Parties herein shall be read with such changes in gender and number as may be appropriate, depending on whether the respective Party is a male or female person or persons or a firm or corporation. Words importing the singular number only shall include the plural and words importing firms and corporation shall include persons. Unless the context otherwise requires, the word "Consultant", whenever used herein, shall be construed to include their respective successors and permitted assigns, and if the Consultant is not a corporation shall include heirs, executors and administrators.

SURVIVAL

1. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of CWR and upon the successors and permitted assigns of the Consultant.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 10th day of April, 2018.

M. A. Peck
Witness

STANTEC CONSULTING LTD.

Per:

John Heseltine
Name: John Heseltine

I/We have the authority to bind the corporation

Witness *John Puff*

Witness *John Puff*

COMMUNITIES OF THE WEST RIVER GROUP

Per: *Elizabeth Wilson*
Name: Elizabeth Wilson

Per: *Helen S. MacPhail*
Name: Helen Smith-MacPhail

I/We have the authority to bind the CWR Group

SCHEDULE A

STATEMENT OF SERVICES

The Consultant shall complete the work, services and deliverables (collectively the "Services") in accordance with the following:

1. The Consultant shall prepare a municipal growth management study to assess organizational options for the communities of CWR. The study shall, to the greatest extent possible, promote, facilitate and reflect meaningful public engagement from the residents of CWR. The study shall be cognizant of and emphasize the rural nature of the communities and their desire to remain so. The study shall evaluate:
 - (a) The costs, viability, advantages and disadvantages of each community maintaining their current individual municipal structures;
 - (b) The costs, viability, advantages and disadvantages of restructuring into one municipal entity;
 - (c) For informational purposes, the advantages and disadvantages of any individual CWR community joining a larger urban municipality within the same fire district; and
 - (d) Identify unincorporated areas contiguous with the CWR, and within the North River fire district, who would benefit from participation in a potential amalgamation;
2. In evaluating the foregoing, the Consultant shall:
 - (a) Examine the individual priorities of each community and how these priorities could be included in a future larger community;
 - (b) Assess how a future amalgamated community might work in the best interests of the residents of each CWR community;
 - (c) Identify a suitable municipal structure that meets the ongoing needs of residents within the CWR; and
 - (d) Provide recommendations on next steps in pursuit of the structure identified in 2(c), *supra*.
3. The Parties hereto agree that Phases I and II, as articulated at Article 2.4 of the Request for Proposals issued by CWR on September 25, 2017 are synonymous with Steps 3 and 4 respectively, as identified at Section 1.2 in the Consultant's Financial Proposal dated October 31, 2017.
4. For greater certainty, the Consultant shall provide, pursuant to Step 3, an Assessment and Evaluation Report that contains:
 - (a) An existing profile of the study area and the individual municipalities comprising the CWR;

- (b) An assessment of the study area that considers physical, demographic, economic and administrative characteristics including current community infrastructure;
 - (c) An identification of contiguous unincorporated areas to the individual communities within the North River fire district; and
 - (d) An evaluation of the feasibility of achieving future requirements for viable municipalities, including the provision of administrative, financial and land use planning functions as individual municipalities and as a larger group.
5. For greater certainty, the Consultant shall provide, pursuant to Step 4, an Options and Recommendations Report that contains:
- (a) An evaluation of all options for municipal structuring, including phasing and transition planning; and
 - (b) Recommendation of a preferred option for municipal restructuring, including identification of priority areas.
6. In completing the Work, the Consultant shall deliver the following:
- (a) Draft and Final Reports in respect of Step 3 (Phase I) - Assessment and Evaluation (Electronic and 20 hard copies of both the Draft and Final Report)
 - (b) Draft and Final Reports in respect of Step 4 (Phase II) - Options and Recommendation (Electronic and 20 hard copies of both the Draft and Final Report)
 - (c) Project presentations ((Electronic and 20 hard copies of Project presentations)
7. The Consultant shall complete the Services in accordance with the following schedule:

PROJECT TASKS	START DATE	END DATE
Step One: Project Start-up	April 9, 2018	
Step Two: Development of Public Engagement Strategy	April 9, 2018	April 27, 2018
Step Three (Phase I): Assessment and Evaluation		
A. Background Research and Analysis	April 9, 2018	May 7, 2018
B. Financial Analysis	April 9, 2018	May 7, 2018
C. Public Engagement		
Consultation Dates	4 days spanning two weeks between May	

	14, 2018 and June 15, 2018	
D. Assessment and Evaluation Reporting	June 15, 2018	June 29, 2018
Step Four (Phase II): Options and Recommendations		
A. Option Identification, Analysis and Recommendations	June 29, 2018	July 16, 2018
B. Public Engagement	August/September 2018	August/September 2018
C. Final Presentation	August/September 2018	Final Submission date: August/September 2018

8. The Consultant shall report to the following CWR official(s):
Elizabeth Wilson, Councillor for the Community of Afton
9. The primary persons responsible for completion of the Services on behalf of the Consultant are as follows:
 - (a) John Heseltine;
 - (b) Darrell P. Fisher;
 - (c) Christine Jeans; and
 - (d) Miranda Huskins-Shupe.
10. The primary persons responsible for completion of the Services subcontracted to MRSB Consulting Services Inc. are as follows:
 - (a) Everett Roche;
 - (b) Brenda Wedge; and
 - (c) Stacey Evans.
11. Satisfactory completion under this Agreement is defined as delivery of the Assessment and Evaluation and Options and Recommendations Final Reports, together with the Final Presentation.

SCHEDULE B

FEES AND PAYMENT

The Consultant shall provide the Services for a total fee of \$59, 089.24, inclusive of applicable taxes, to be paid upon receipt of invoice and according to the following schedule:

Milestone	Date	Payment (%)
Completion of Steps 1 and 2		\$4,136.25 (7%)
Completion of Research and Analysis		\$24,817.48 (42%) ✓
Completion of Public Consultation		\$21,863.02 (37%) ✓
Delivery of Final Presentation and Report		\$8,272.49 (14%)

To receive payment, a valid business invoice must be issued to CWR containing an HST registration number or information indicating that the business is not required to be registered for HST purposes. Please note that any HST charged will be calculated at the HST rate applicable in the province of Prince Edward Island.

SCHEDULE C

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT dated the 10th day of April, 2018.

BETWEEN:

COMMUNITIES OF THE WEST RIVER GROUP

("CWR")

AND:

STANTEC CONSULTING LTD.

("Third Party")

WHEREAS CWR is an unregistered association of municipalities centered on the West River, Queens County, Prince Edward Island, which was formed to facilitate co-operation between the Community of Afton, the Rural Municipality of Bonshaw, the Rural Municipality of Meadowbank, the Rural Municipality of New Haven-Riverdale, and the Rural Municipality of West River;

AND WHEREAS the Third Party wishes to enter into a relationship with CWR to provide certain goods and/or services to CWR (the "Relationship") and, during the course of the Relationship, certain confidential information relating to CWR and its constituent municipalities may be disclosed, communicated, or otherwise provided to the Third Party by CWR;

NOW THEREFORE this Confidentiality Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which the Third Party hereby acknowledges by its signature, the Third Party covenants to, and agrees with, CWR as follows:

Section 1: Non-Disclosure of Confidential Information

- A) The Third Party and, as the case may be, the directors, officers, employees, subcontractors, agents or advisors of the Third Party, including its accountants, lawyers, lenders, consultants and financial advisors of the Third Party (collectively, the "Representatives"), shall:
- (i) keep confidential all information relating to CWR that is disclosed, communicated, or otherwise provided to the Third Party by CWR, regardless of whether such information is in oral, visual, electronic, written or other form and regardless of whether such information is identified as "confidential", and including any and all documents, reports, correspondence, data, studies, or other information prepared by, on behalf of, or for the benefit of the Third Party that contains, reflects, summarizes, analyzes, discusses, reviews or otherwise includes any of the foregoing information (collectively, the "Confidential Information");

- (ii) use the Confidential Information solely to perform its obligations under the Relationship and not directly or indirectly for any other purpose;
 - (iii) not disclose the Confidential Information except as permitted by this Confidentiality Agreement; and
 - (iv) not reproduce, copy or otherwise duplicate any of the Confidential Information disclosed, communicated, or otherwise provided to the Third Party by CWR, unless the written consent of CWR is first received.
- (B) For the purpose of this Confidentiality Agreement, the Confidential Information does not include any information that:
- (i) is or becomes generally available to the public (other than as a result of disclosure directly or indirectly by the Third Party);
 - (ii) is or was independently acquired or developed by the Third Party without the use of any information disclosed, communicated, or otherwise provided by CWR; or
 - (iii) was known to the Third Party before receipt from CWR.
- (C) The disclosure restrictions contained in this Confidentiality Agreement do not apply to any information that is required to be disclosed either by law, or by a professional body or association in the context of a disciplinary matter. However, prior to making any such disclosure, the Third Party must, unless prohibited by law:
- (i) immediately advise CWR of the requirement;
 - (ii) fully cooperate with CWR to limit the extent of the disclosure; and
 - (iii) provide CWR with a reasonable opportunity to obtain a protective order or other remedy in order to preserve the confidentiality of the information required to be disclosed.
- (D) The Third Party may disclose Confidential Information to the Representatives of the Third Party, but only to the extent that such Representatives need to know the Confidential Information, have been informed of the confidential nature of the Confidential Information, and agree in writing with CWR to be bound by, and act in accordance with, the provisions of this Confidentiality Agreement.
- (E) The Third Party is responsible for any breach by the Representatives, or any persons associated with any of the Representatives, of the provisions of this Confidentiality Agreement.
- (F) The Third Party will immediately notify CWR of any decision by the Third Party not to continue the Relationship. If such notice is given, or at any time upon the written request of CWR, the Third Party shall, and shall cause the Representatives to, immediately destroy or return to CWR (as directed by CWR) all but one copy of the Confidential Information, without retaining any additional electronic or paper copies, and the Consultant shall certify to CWR in writing that the deliveries or destruction required by this section have been completed and the provisions of this Confidentiality Agreement have been complied with.

- (G) This Confidentiality Agreement shall survive the termination of the Relationship and shall remain binding upon the Third Party for a term of three (3) years.

Section 2: No Representations or Warranties

The Third Party acknowledges and agrees: (a) that CWR makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information; (b) that in no event shall CWR be liable to the Third Party, the Representatives, or to any other person for any losses, liabilities, damages, claims, demands or expenses resulting from, connected with, or arising out of the use of the Confidential Information; and (c) that the use of the Confidential Information does not confer upon the Third Party any interest in the Confidential Information.

Section 3: Remedies

In the event of a breach of this Confidentiality Agreement, the Third Party must, immediately, following discovery of the breach, give notice to CWR of the nature of the breach. The Third Party acknowledges and agrees that any breach of this Confidentiality Agreement will give rise to irreparable injury and harm to CWR, which cannot be rectified by, or be compensable in, damages. CWR may, in addition to any other remedy, enforce the performance of this Confidentiality Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security).

Section 4: Other Covenants and Agreements

The Third Party acknowledges and agrees that the Confidential Information is and remains the property of CWR and that no waiver of any privilege is implied by the disclosure of the Confidential Information to any person pursuant to the terms of this Confidentiality Agreement.

Section 5: Miscellaneous

- (A) This Confidentiality Agreement is binding on the Parties and their respective successors and permitted assigns.
- (B) Neither this Confidentiality Agreement nor any of the rights or obligations under this Confidentiality Agreement is assignable or transferable by the Third Party without the prior written consent of CWR.
- (C) If any provision of this Confidentiality Agreement is determined to be illegal, invalid or otherwise unenforceable by any court of competent jurisdiction from which no appeal exists, or is taken, that provision shall be severed from this Confidentiality Agreement and the remaining provisions shall remain in full force and effect.
- (D) This Confidentiality Agreement is governed by, and shall be interpreted and enforced in accordance with, the laws of the Province of Prince Edward Island and the federal laws of Canada applicable in the Province of Prince Edward Island. The Third Party further acknowledges and agrees that any question or dispute arising from this Confidentiality Agreement shall be first entered into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be resolved or determined exclusively

by the Supreme Court of Prince Edward Island.

- (E) This Confidentiality Agreement may be executed in any number of counterparts (including by electronic mail and facsimile) and all counterparts taken together constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have duly executed this Confidentiality Agreement on the date set out above.

Witness

COMMUNITIES OF THE WEST RIVER GROUP

Per:

Name: Elizabeth Wilson

Title:

Name: Helen Smith-MacPhail

Title: Vice-Chair

I/We have the authority to bind the CWR Group

Witness

STANTEC CONSULTING LTD.

Per:

Name: John Heseltine

Title: Senior Planner

I/We have the authority to bind the corporation