

The Corporation of the Town of Niagara-on-the-Lake

Information Report to Council

SUBJECT: By-laws to be approved at the March 20th, 2017 Council Meeting to appoint staff and for House Keeping Purposes

Date: March 16, 2017

Prepared By: Colleen Hutt

Department: Corporate Services

BACKGROUND INFORMATION

The following by-laws will be listed on the March 20th, 2017 Council Agenda without accompanying reports as they are appointing staff to a position to carry out their work or for housekeeping purposes.

Appointment By-laws

Fire Department

By-law No. 4950-17 Rob Grimwood, Fire Chief
By-law No. 4951-17 Nick Ruller, Deputy Fire Chief

Community & Development Services

Building Services

By-law No. 4952-17 Mark Leone, Building Inspector
By-law No. 4953-17 Ali Goossen, Building Inspector

By-law Enforcement (Contract)

By-law No. 4954-17 Dusko Danny Vuckovic
By-law No. 4955-17 Erin Dean

By-law No. 4956-17 Natalie Watson

Signing Authority By-law - 4152E-07

By-law No. 4152-07 being a by-law to authorize the Lord Mayor and Town Clerk to execute a document with the Royal Bank of Canada which sets out signing authorities for The Corporation of the Town of Niagara-on-the-Lake (Town) for banking purposes. As new staff are appointed, By-law 4152-07 is amended. Therefore, the by-law needs to be further amended in order to permit the new Chief Administrative Officer and Treasurer to sign any banking documents.

Site Plan Agreements - 120 John Street - By-law No. 4957-17

The Director of Community & Development at that time, approved two site plan agreements on September 20, 2016 regarding 120 John Street. Section 1.1 of both agreements states in part that three previous site plan agreements be rescinded and removed from title once the two new site plans are completed.

By-law No. 4957-17 is listed on the March 20th Council Agenda which recommends to rescind the previous site plan agreements. The lawyers office will be contacted to remove the agreements from title at the Registry Office, upon adoption of By-law No. 4957-17.

Short Term Rental By-law - By-law No. 4634A-17

At the November 21, 2016 Council Meeting, report FC-16-007, 2017 Corporate User Fees and Charges, was approved. One of the fees that was approved within the report was the fee for a Short Term Rental Application which increased from \$108.00 to \$110.00. Schedule A of By-law No. 4634-13 for the Licensing, Regulating and Governing of Short Term Rentals will need to be amended to reflect the new license fee.

Positions of Screening Officers - By-law No. 4745D-17

The Provincial Offences Act (POA) court system downloaded the responsibility of parking infractions to municipalities on July 1, 2014, making it necessary to establish an Administrative Penalty System (APS). In order to carry out the duties of APS, screening and hearing officers needed to be appointed by the Town. On June 23, 2014, By-law 4547-14 was approved being a By-law to establish the positions of Screening Officer and Hearing Officer and to appoint persons to those positions.

Additional Screening Officers are required, therefore By-law 4745D-17 is on the March 20th agenda.

NEXT STEP / CONCLUSION

In order for the proposed by-laws to go forward, previous by-laws will need to be rescinded within the proposed by-laws.

Attached is Appendix A outlining the by-laws that are required to be rescinded. All by-laws are available for viewing in the Corporate Services Department.

ATTACHMENTS

The Corporation of the Town of Niagara-on-the-Lake Information Report to Council

SUBJECT: Local Authority Service – Sewer Line Warranty Program
Date: March 16, 2017
Prepared By: Mike Komljenovic
Department: Operations

BACKGROUND INFORMATION

The purpose of this Information Report is to update Council on the status of the Local Authority Service – Sewer Line Warranty Program executed by the Service Line Warranties of Canada.

Report OPS-15-031, St. David's Low Pressure Collection System - Grinder Pumps, was approved on September 21, 2015. The report recommended that Council endorse the AMO/LAS Sewer and Water Line Warranty Service Program. By-law 4836-15, being a by-law to authorize a marketing license agreement between the Town and Service Line Warranties of Canada Inc. (LAS Water and Sewer Warranty Program) was also approved on September 21, 2015.

In early February 2017, the Town was advised of amendments to the terms and conditions of the program, specific to Niagara-on-the-Lake, which resulted in the delay of the program rollout. Since hearing of these amendments, Town staff have worked with Service Line Warranties of Canada to move forward with the launch of the program.

In late February 2017, letters were mailed out by Service Line Warranties of Canada to residential properties within Niagara-on-the-Lake that front a municipally owned sanitary sewer. In addition to a letter from Service Line Warranties of Canada, a subsequent letter, signed by the Lord Mayor, was sent from the Town to the original grinder pump

owners in St. Davids. This letter advised residents of Councils decision as noted below:.

On October 24, 2016, Council approved recommendation 1.1 of staff report CS-16-032 which stated that;

“Council approve reimbursement of the annual cost of the external sewer line warranty program provided by the Local Authority Service - Sewer and Water Line Warranty Program to assist the original property owners (that have not changed ownership) that were equipped with grinder pumps to lift sewage into the St. Davids Sanitary Sewer system, identified in the attached Appendix A to this report.”

This program is endorsed by the Council as noted in report OPS-15-031, but is entirely administered by Service Line Warranties of Canada. The Town's Customer Service Staff has been instructed to direct residents to the letter they received in the mail or the Town's website for contact information regarding enrolling in the program or for answers to the questions they may have about the program.

In coordination with the roll out of this program, Town staff have issued a Media Release, put an ad in the newspaper, posted information to social media and promoted the program through the Town's website (<http://www.notl.org/content/sewer-line-protection-0>).

NEXT STEP/CONCLUSION

Town staff will continue to work with Service Line Warranties of Canada as additional programs (water service line) are offered to residents and address any issues or complaints that may be received by the Town as they occur.

ATTACHMENTS



4836-15.pdf



OPS-15-031.pdf



The Town of Niagara-On-The-Lake

Operations
Telephone (905) 468-4261
Facsimile (905) 468-4555

1565 Creek Road
P.O. Box 190
Virgil, Ontario
L0S 1T0

Report: OPS-15-031

Committee Date: September 14, 2015

Due in Council: September 21, 2015

Report To: Operations Advisory Committee

Subject: St. David's Low Pressure Collection System – Grinder Pumps

1. RECOMMENDATION

It is respectfully recommended

- 1.1 It is respectfully recommended that Council endorse the AMO/LAS Sewer and Water Line Warranty Service program.

2. PURPOSE / PROPOSAL

The purpose of this report is to address Councillor Betty Disero's resolution that the Director of Operations report to Council with a program to assist the original 86 properties in St. Davids and to obtain Council's approval to endorse the AMO/LAS sewer and Water Line Warranty Service program as it will provide a warranty protection for all of the St. David's grinder pumps.

3. BACKGROUND

In 2003, Council awarded a proposal for a Design-Build project to provide a Sanitary Sewer System for the St. David's Community. Due to the topography and rock profile the sewer design included a low pressure system in Bevan Heights and on Tanbark Road and Queenston Road both north of York Road. This system required that grinder pumps be installed for all properties fronting onto the respective streets. In addition to these properties there were several properties the required the grinder pumps due to the basement elevations.

A total of 86 homes were supplied with grinder pumps as part of the total project requirements. Town provided the grinder pump, however the installation of the pump and the private sewer lateral was the homeowners responsibility, as well as the operating costs, repair and or future replacement.

Since the completion of the project a number of concerns have been raised by several of the homeowners who have called the Town. In 2008 the pump supplier, investigate a number of pumps that were replaced or repaired and determined that the cause was improper installation, resulting in ground-water infiltration and ground-water mineral contamination resulting in continuous running of the pump and pump failure. In 2009 John Brooks Company carried out a field investigation of 30 suspect pumps. They found that 18 had no issues and were installed as per the guidelines, 6 units were buried too deep resulting in rain water filling the top access way, 3 units were over loaded by a sump pump or Jacuzzi pump feeding the unit and 3 units had ground water infiltration coming through the gravity feed side of the pump resulting in excessive run times and shortened service life.

In August 2010 Council approved a grinder pump replacement program. This grinder pump replacement program would provide financial assistance to property owners in St. Davids experiencing premature failure of their grinder pump. This program was in place until August 31, 2013, at which time the pumps would have been in operation for eight years. The homeowner would be responsible for all up-front costs associated with the purchase and installation of a replacement pump core or new grinder pump. Upon completion of the work and submission of receipts, the Town would provide partial reimbursement to the homeowner based on the cost of the replacement grinder pump core (plus applicable taxes) only. The amount of reimbursement would be calculated in proportion to its remaining service life as determined from the Town's records of receipt by the owner. Installation and contractor costs would remain the responsibility of the homeowner. The Program only applied to E-One grinder pump installed as part of the 2004 St. Davids sanitary sewer project and not to any other make or model of pump. Only one grinder pump replacement was permitted per property. Installation of the pump and the connection to private service laterals will continue to be the responsibility and at the expense of the homeowner. The Town will in no way assume responsibility for the quality of the product or its installation. This program did not apply to new subdivisions, such as Vineyard Creek or Emerald Estates, where the responsibility for correct installation and product warrantee is that of the developer/builder.

The grinder pump replacement program started in August 2010 and ended on August 31, 2013. During that time, of 86 properties that received and installed the E-One Grinder Pump there were only 11 applications for funding assistance under the grinder Pump Replacement Program.

As the Council approved grinder pump replacement program has now ended, the property owners are responsible for the replacement and maintenance of their grinder pump.

4. DISCUSSION / ANALYSIS

As an affiliate of the Association of Municipalities of Ontario, LAS is a preferred provider of competitively priced and sustainable business services for Ontario municipalities and the broader public sector. This new LAS endorsed Sewer and Water Line Warranty Service provides residents the opportunity for a low cost warranty program that will help repair, replace, or restore this critical infrastructure which is often perceived as the municipalities responsibility. This warranty will include any property with a grinder pump.

As an LAS preferred service provider, Service Line Warranties of Canada (SLWC) is willing to offer this warranty program to any Ontario municipality with a standard rate structure for its residents. To participate in this program, the municipality's endorsement is required. This endorsement will allow SLWC to market the program at no cost to the municipality. This warranty program will include the grinder pumps.

WARRANTY PROGRAM

Service Line Warranties of Canada, Inc. (SLWC)

Service Line Warranties of Canada, a subsidiary of Utility Service Partners, working in conjunction with cities, municipalities and utilities, provides water and sewer service line warranties and in-home plumbing repair services to homeowners.

Municipal Contract Term

- Three (3) years commencing on the date the contract is fully executed.
- Can be renewed for an additional one year terms.
- A sample contract is attached to this report.

Commission Revenues to the City

- SLWC shall pay commission-based revenue to the Town in exchange for the use of its logo based at five percent (5%) of subscription revenue earned from all active enrolled customers in any or all of the Warranty Plans within the geographical boundaries of the Town of Niagara-on-the-Lake.

Warranty Plans Cost Structure & Billing for Customers

- Monthly flat-rate fee; subscription based pricing structure for Water Service, Sewer Lateral and interior plumbing and drainage warranty protection plans.
- No deductibles or any additional fees to customers as the subscription fees are required to be sufficient to cover all related expenses.

Services & Coverage

The following warranty protection plans will be offered on a strict optional opt-in basis:

Exterior Water Service Line Coverage

- Repair of a Water Service and related repairs up to \$5,000 per occurrence;
- Locating, excavating and repairing or replacing, as required, Water Services; damage arising to Water Services as a result of thawing or freezing;
- Emergency repair required to Water Services due to reduction in performance caused by normal wear and tear;

- Basic restoration, as required, for each occurrence of repair work undertaken under the plan within the coverage limit;
- A one year warranty for workmanship and quality of all repair and restoration work performed;
- Water Service warranty protection plan coverage shall not contain exclusion clauses relating to pre-existing conditions or the age of the property;
- Term One Monthly subscription premium of \$5.00 or \$55.00 annually.

Exterior Sewer Line Coverage

- Repair of Sewer Lateral and related repairs including the St. Davids system grinder pumps up to \$8,000 per occurrence;
- Locating, excavating and repairing or replacing, as required, Sewer Laterals;
- Emergency repair required to Sewer Laterals due to reduction in performance caused by normal wear and tear;
- Damage arising to Sewer Laterals as a result of root infiltration;
- Basic restoration, as required, for each occurrence of repair work undertaken under the plan within the coverage limit;
- A one year warranty for workmanship and quality of all repair and restoration work performed;
- Sewer Lateral warranty protection plan coverage shall not contain exclusion clauses relating to pre-existing conditions or the age of the property;
- Term One Monthly subscription premium of \$5.75 or \$64.00 annually.

Interior Plumbing and Drainage Coverage

- Repair of plumbing system and related repairs up to \$3,000 per occurrence;
- Identifying and repairing or replacing, as required, interior plumbing system failures; faucets and fixtures are not covered;
- A one year warranty for workmanship and quality of all repair work performed;
- Interior plumbing and drainage warranty protection plan coverage shall not contain exclusion clauses relating to pre-existing conditions or the age of the property;
- Term One Monthly subscription premium of \$6.50 or \$73.00 annually

Indemnification

As set out within the contract, SLWC shall indemnify the Town from all claims arising from the failure by SLWC or any of its subcontractors to carry out or properly perform any obligation under the contract with the Town and for any misuse of the Town's logo.

5. FINANCIAL IMPLICATIONS

There is no cost to the Town for this program. The will receive a commission of 5% of all subscription revenue that will be deposited into the water and wastewater reserves.

6. COMMUNICATIONS

SLWC will be responsible for the development and administration associated with marketing the program. The Town can also provide information relating to the Warranty Plans on its website, which can be linked to a web page of SLWC which will provide program details. The Town will retain the right of final approval of all marketing material, including SLWC's web page, relating to services offered directly to Town customers.

SLWC shall be entitled to use the Town's logo in exchange for commission based revenue. All vetting and final approval of materials containing the Town's logo as well as the template contract between SLWC and the Residential Property Owners will rest with the Town.

SLWC shall bear all costs associated with marketing.

7. CONCLUSION

Prepared by



Doug Kerr
Manager of Public Works

Respectfully submitted



Sheldon Randall
Director of Operations



Mike Galloway, MBA, CMO
Chief Administrative Officer

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 4836-15**

A BY-LAW TO AUTHORIZE A MARKETING LICENSE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-
THE-LAKE AND SERVICE LINE WARRANTIES OF CANADA INC. (LAS
Water and Sewer Warranty Program)

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE as follows:**

1. THAT the Marketing License Agreement dated the 21st day of September 2015 between The Corporation of the Town of Niagara-on-the-Lake and Services Line Warranties of Canada Inc., be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 21st DAY
OF SEPTEMBER 2015**


LORD MAYOR PAT DARTE


TOWN CLERK HOLLY DOWD

The Corporation of the
MARKETING LICENSE AGREEMENT BETWEEN TOWN OF NIAGARA-ON-THE-
LAKE, ONTARIO & SERVICE LINE WARRANTIES OF CANADA, INC.

The Corporation of the
This MARKETING LICENSE AGREEMENT ("Agreement") entered into this 21st day
of September, 2015 ("Effective Date"), by and between ~~Town of Niagara-on-the-~~
Lake, Ontario, a municipal corporation in the Province of Ontario ("Municipality"), and Service
Line Warranties of Canada, Inc. ("SLWC"), a corporation organized under the laws of British
Columbia, herein collectively referred to singularly as "Party and collectively as the "Parties".

RECITALS

WHEREAS, SLWC has entered into a Master Contract with Local Authority Services, a not-for-profit corporation under the laws of Canada and an affiliate of the Association of Municipalities of Ontario, to provide services to participating Ontario municipalities; and

WHEREAS, pursuant to Municipal policy, sewer and water line laterals between the mainlines and the connection on residential private property are to be maintained by the individual residential property owner ("Residential Property Owner"); and

WHEREAS, Municipality desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase service lateral warranties and other warranty products or services ("Warranty Products"); and

WHEREAS, SLWC has agreed to provide the Warranty Products to Residential Property Owners subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Municipality hereby grants to SLWC the right to offer the Warranty Products to Residential Property Owners within the Municipality's boundaries subject to the terms and conditions herein.
2. Municipality hereby grants to SLWC a non-exclusive license ("License") to use Municipality's name and logo on letterhead, advertising, billing and marketing materials to be

sent to Residential Property Owners from time to time, all at SLWC's sole cost and expense and subject to Municipality's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.

3. a) The term of this Agreement ("Term") shall be three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or a Renewal Term that the Party does not intend to renew this Agreement.

b) The Municipality may terminate this Agreement thirty (30) days after giving written notice to SLWC that SLWC is in material breach of this Agreement if said breach is not cured during said thirty (30) period. During the Term, SLWC shall conduct marketing campaigns at the times and prices indicated on Exhibit "A" attached hereto.

4. As consideration for such License, SLWC will pay to Municipality five percent (5%) of revenue for Warranty Products collected from Residential Property Owners ("License Fee") during the year. The first payment shall be due by January 30th of the year after the first year Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. SLWC shall include with the License Fee payment to Municipality a statement signed by an SLWC corporate officer certifying the amount of revenue from Warranty Products. Municipality will have the right, at its sole expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWC's books and records pertaining to revenue generated by this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. SLWC hereby agrees to protect, indemnify, and hold the Municipality, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWC or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, SLWC or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies SLWC of any such Claim within a time that does not prejudice the ability of SLWC to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred in connection with such participation in such defense.

6. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by mail or delivery service (ii) telephonically faxed to the telephone number below provided that confirmation of

transmission is received thereof, or (iii) by e-mail to the applicable address noted below. The notice shall be sent as follows:

To Municipality:
ATTN: Doug Kerr
Town of Niagara-on-the-Lake
3 Lorraine Street,
P.O. Box 100
Virgil, Ontario L0S 1T0
Phone: (905) 468-3278
Email: dkerr@notl.org

To SLWC:
ATTN: Vice President, Business Development
Service Line Warranties of Canada, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (720) 470-8037
E-mail: bcarmichael@utilitysp.net

7. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

8. Modifications or Amendments/Entire Agreement. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

9. Authority. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

10. This Agreement and the License granted herein may not be assigned by SLWC without the previous written consent of the Municipality, such consent not to be unreasonably withheld.

11. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

12. Any litigation related to this Agreement shall be brought and prosecuted exclusively in courts of the Province of Ontario. The governing law shall be the laws of Ontario and the laws of Canada applicable therein.

13. The above Recitals are incorporated by this reference and expressly made part of this Agreement.

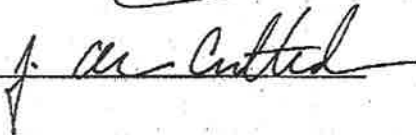
IN WITNESS WHEREOF, The Parties hereto have executed this Agreement on the day and year first written above.

The Corporation of the
Town of Niagara-on-the-Lake

By: 
Paul Darte
Town Clerk Holly Dault

Service Line Warranties of Canada, Inc.

By: 

By: 

Service Line Warranty Program
Town of Niagara-on-the-Lake, ON
Term Sheet
September 11, 2015
(Term Sheet valid for 90 days)

I. Term of agreement

a. Initial term

- i. Three years guaranteed (total of 9 campaigns)

II. Annual royalty – 5% of revenue for Warranty Products collected from Residential Property Owners

- a. Municipality logo on letterhead, advertising, billing, and marketing materials
b. Signature by Municipality official

III. Products offered

- a. External sewer line warranty
b. External water line warranty
c. In-home plumbing warranty

IV. Scope of Coverage

a. External sewer line warranty

i. Scope is from the main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

ii. Extended Coverage: This agreement includes 150 grinder pump cores as long as there is no evidence of improper use or installation. Contract is limited to one grinder pump per property and only with respect to the E-one pump.

b. External water line warranty

i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

c. In-home plumbing warranty

i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)

- a. 2016 Spring - Sewer
b. 2016 Fall - Water
c. 2016 Winter - In-home plumbing
d. 2017 Spring - Sewer
e. 2017 Fall - Water
f. 2017 Winter - In-home plumbing
g. 2018 Spring - Sewer

- h. 2018 Fall - Water
 - i. 2018 Winter - In-home plumbing
- VI. Campaign Pricing
- a. Sewer
 - i. Year 1 - \$5.75 per month; \$64.00 annually
 - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
 - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.00 per month; \$55.00 annually
 - ii. Year 2 - \$5.00 per month; \$55.00 annually (subject to annual review)
 - iii. Year 3 - \$5.00 per month; \$55.00 annually (subject to annual review)
 - c. In-home plumbing
 - i. Year 1 - \$6.50 per month; \$73.00 annually
 - ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
 - iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)