

**THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE**

BY-LAW NO. 67 - 2021

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A SERVICE AGREEMENT WITH
GSS ENGINEERING CONSULTANTS LTD. FOR THE SUPERVISION OF
OPERATION OF THE WATER AND SEWAGE SYSTEMS

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 11(3)1. of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes municipalities to pass by-laws under public utilities sphere of jurisdiction; and

WHEREAS the Municipality requires an Overall Responsible Operator (ORO) for onsite visits, professional advice and preparation of annual reports for the Water & Sewer Systems; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into a Service Agreement with GSS Engineering Consultants Ltd. to provide supervision of operation of the water and sewage systems in the Municipality of Arran-Elderslie;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Service Agreement, in the form annexed hereto as Schedule "A" (the Service Agreement), with GSS Engineering Consultants Ltd. to provide supervision of operation of the water and sewage systems.
2. THAT Schedule "A", the Service Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 12th day of October, 2021.

READ a THIRD time and finally passed this 12th day of October, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

THIS AGREEMENT made duplicate this _____, day of _____, 2021 and referred to as the “Service Agreement.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
(Hereinafter called “Arran-Elderslie”)

- AND -

GSS Engineering Consultants Ltd.
(Hereinafter called “GSS”)

WHEREAS Arran-Elderslie requires an Overall Responsible Operator (ORO) for onsite visits, professional advice and preparation of annual reports for the Water & Sewer Systems; and

WHEREAS GSS is prepared to assist Arran-Elderslie in the supervision of the Operation of the Water and Sewage systems in Arran-Elderslie by providing properly qualified and trained staff to undertake duties as detailed in this agreement.

NOW THEREFORE this agreement witnesseth that the parties hereto covenant and agree on providing ORO services for the following:

Water System:

1. Chesley water supply wells, water pumping and treatment plant
2. Chesley water distribution system and elevated water storage facility
3. Three (3) Tara water supply wells and associated water pumping and treatment stations
4. Tara water distribution system and elevated water storage facility
5. Paisley water distribution system and elevated water storage facility

Sewage Systems:

1. Chesley Wastewater Treatment Plant
2. Chesley Sanitary Sewage Collection System and four (4) pumping stations
3. Tara Wastewater Treatment Plant
4. Tara Sanitary Sewage Collection system and pumping station

5. Paisley Sanitary Sewage Collection system and three (3) pumping stations

Location(s) of the above facilities are as follows:

Water Systems:

Location:

- | | |
|---|--|
| 1. Chesley -
3 Community Park Wells
and Arran- Elderslie Water
Treatment Plant | Community Park, Chesley |
| 2. Chesley –
Elevated Water Storage Facility | Tower Road, Chesley |
| 3. Chesley –
Water Distribution System including
pipes, valves, hydrants and services | Town of Chesley |
| 4. Tara –
Well and Water Pump house and
Treatment Station No. 2 | 59 Market Street, Tara |
| 5. Tara –
Well # 4 and Water Pump house
& Treatment Station | 158 Yonge Street, Tara |
| 6. Tara –
Water Well and Water Pumping and
Treatment Station No. 3 | 217 River Street, Tara |
| 7. Tara –
Elevated Water Storage Facility | 158 Yonge Street N., Tara |
| 8. Tara –
Water Distribution System including
pipes, valves, hydrants and services | Tara |
| 9. Paisley –
Water Storage Facility | Albert Street and Alma Street, Paisley |
| 10. Paisley –
Water Distribution System including | Paisley |

pipes, valves, hydrants and services

Sewage Systems:

Location:

- | | |
|--|---|
| 11. Chesley –
Wastewater Treatment Plant | West end of 4 th Street S.W., Chesley |
| 12. Chesley –
Sewage Pumping Station No. 1 | Riverside Park |
| 13. Chesley –
Sewage Pumping Station No. 2 | North end of Chesley, 1 st Ave N. |
| 14. Chesley –
Sewage Pumping Station No. 3 | Community Park east end of 3 rd St. S.E. |
| 15. Chesley –
Sewage Pumping Station No. 4 | 34-12 Street S. E., Chesley |
| 16. Chesley –
Sanitary Sewer Collection System
(gravity sanitary sewers, manholes,
service connections and sewage
Forcemain) | Chesley |
| 17. Tara –
Wastewater Treatment Plant | Pt. Lot 28, Concession 7 |
| 18. Tara –
Sewage Pumping Station | 46 Mill Street, Tara |
| 19. Tara –
Sanitary Sewer Collection System
(gravity sanitary sewers, manholes,
service connections and sewage
Forcemain) | Tara |
| 20. Paisley –
Wastewater Treatment Plant | George Street, Paisley |
| 21. Paisley –
Sewage Pumping Station No. 1 | Albert Street |

- | | |
|--|-------------|
| 22. Paisley –
Sewage Pumping Station No. 2 | Ross Street |
| 23. Paisley –
Sewage Pumping Station No. 3 | Mill Street |
| 24. Paisley –
Sanitary Sewer Collection System
(gravity sanitary sewers, manholes,
service connections and sewage
Forcemain) | Paisley |

GSS will provide supervision of the operation and maintenance of the water and sewage works in the Municipality of Arran-Elderslie, described as:

1. **SERVICES TO BE PROVIDED BY GSS**

- 1.1 GSS will provide Overall Responsible Operator (ORO) who will provide guidance, as requested, for general supervision and maintenance of all facilities. ORO will review operations and maintenance data, answer Municipal Operators inquiries and provide advice and assistance, as needed.
- 1.2 The ORO will provide advice, by telephone, with respect to operation and maintenance. It is estimated that approximately five (5) hours per month will be required to answer any questions regarding operations, recommendations concerning operations, review and advice and advice on monitoring equipment and operations of the water and sewage systems.
- 1.3 ORO will review data on raw and treated sewage effluent; and raw and potable water quality. ORO will provide advice for resolution of problems.
- 1.4 The ORO will provide advice for cost saving measures.
- 1.5 GSS will assist Arran-Elderslie in discussions with the Ministry of Environment , Conservation and Parks in regard to compliance with the Approvals, Licenses and Permits in regard to matters dealing with

operation of the water and sewage works.

- 1.6 GSS will prepare annual reports as required for water systems under the Regulation 170/03, *Drinking Water Protection under the Ontario Water Resources Act* and sewage systems as per ECA.
- 1.7 GSS will complete MUMP forms for Tara, Chesley and Paisley sewage works and submit them to MOECC.

GSS will also submit raw water flow data from each Tara and Chesley wells to MOECC.

- 1.8 GSS will carry Professional Liability Insurance, Errors or Omissions, in the amount of \$ 2,000,000.00 General Liability Insurance in the amount of \$ 5,000,000.00 and additional insurance in regard to operations and pollution coverage for operation of water and sewage systems in the amount of \$ 1,000,000.00.

2. DURATION

Tender contract shall become effective October 12, 2021 and remain in effect for a period of one year until October 11, 2022.

3. TERMINATION

This agreement may only be terminated by either Arran-Elderslie or GSS under the following conditions:

- 1) there has been a material breach of the agreement; and
- 2) the party complaining of the breach has given written notice of the breach to the other party; and
- 3) the other party does not correct the breach within thirty (30) days of receiving the notice; and
- 4) after the thirty (30) days referred to in sub Clause 3) has expired, the party complaining of the breach gives the other two (2) months written notice of termination.
- 5) termination of this agreement for any other reason can be carried out by either party upon sixty (60) days written notice.

4. COST OF SERVICES

The supervision and assistance for operation and maintenance is "for non-bargaining union work" and free from any successor rights agreements.

TABLE NO. 1

Lump Sum Cost for ORO Services for
Operation and Maintenance of
Water and Sewage Works
Municipality of Arran-Elderslie
October 12, 2021 to October 11, 2022

Item	Proposed Contract One (1) Year
Provision for providing advice, answering questions and analyzing data each month by telephone.	\$3,600
Preparation of Annual Report or Operation of Water and Sewage Works which would include analysis of data, recommendation on operations and evaluation of information, maintenance of work and reporting on system - compliance with the Certificate of Approval.	\$11,000
Pollution and Operations Insurance and responsibility for supervision of operation and maintenance of water and sewage systems.	\$3,000
Additional Costs for responsibility for supervision of water and sewage system in accordance with requirements under new Regulation 170/03 and standards aspects for review from the Ontario Government.	\$4,250
Disbursements-kilometrage, photocopies, fax, telephone, utility reports, etc.	\$3,100
ESTIMATED TOTAL LUMP SUM COST: for Supervisory Services for Operation and Maintenance of Arran-Elderslie Water and Sewer Systems (HST excluded)	\$24,950

b) Assistance with Operations and Emergency Services.

If there is a serious water or sewage problem and the ORO is required to attend the site on emergency basis, costs will be \$ 130.00/hour plus mileage.

5. INVOICING AND PAYMENT

- 1) GSS will invoice Arran-Elderslie on the first of each month, an amount of \$2,079.17 plus HST.
- 2) Arran-Elderslie shall process payment within thirty (30) days of receipt of invoice.
- 3) In case of disputes, only the amount questioned shall be held up for payment, pending resolution of the dispute. Amounts not disputed shall be processed for payment as outlined above.

6. LIMITATIONS

- 1) GSS and Arran-Elderslie recognize there may be deficiencies in the existing water and sewage systems, water treatment and distribution such as extraneous flows in the Chesley sanitary sewer system during wet weather periods occur and hydraulically overload sewage pumping stations and can cause by-passing of raw sewage.

In recognition of the above, Arran-Elderslie indemnify GSS without limitation from any claims, law suits or allegations in regard to the *“Effect of raw sewage by-passing on the water quality of receiving streams due to hydraulic overloading of sanitary sewers in Chesley or any other existing deficiency”*.

The above noted indemnity of GSS by Arran-Elderslie shall be free of any conditions, limits, etc., and shall cover any and all suits, claims and damages brought forth by third party due to bodily injury, sickness or death. Third party claims include claims by temporary or permanent residents or visitors to the Municipality.

- 2) It is recognized that Arran-Elderslie shall provide licensed operators for normal operation and maintenance of water and sewage systems. The operator(s) and Operator-in-charge (OIC) in the event of any non-compliance or emergency(ies) shall be responsible for promptly notifying ORO with sufficient details in order that ORO can provide technical and operational advice as outlined in this agreement.
- 3) Arran-Elderslie shall provide a back-up ORO to cover vacations and emergency time off from work by GSS supplied ORO. Also, Arran-Elderslie's back up ORO and GSS's ORO shall notify each other in writing

and in advance via email about planned vacations and emergency time off situations.

7. CAPITAL IMPROVEMENT

ORO Services does not include any work related to capital improvements to the water and sewage systems.

IN WITNESS WHEREOF the parties hereto have affixed their respective hands and seals, this _____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE MUNICIPALITY
OF ARRAN-ELDERSLIE

Per: _____
Mayor – Steve Hammell

Per: _____
Clerk – Christine Fraser-McDonald

We have the authority to bind the corporation.

GSS Engineering Consultants Ltd.

Per: _____
Rakesh Sharma, Secretary Treasurer

I have the authority to bind the corporation.