

## Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	May 28, 2019
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	Unfinished Business – Relief Water Treatment Plant Operator/Village of Berwyn
File:	0302

### BACKGROUND/PROPOSAL:

Jason and I met with CAO Cathie Bailey, Public Works, Water Plant Operator and Council member on May 23, 2019 to tour their facilities and discuss the relief water treatment plant operator proposal.

The Village of Berwyn will be losing their water treatment plant operator on the 15<sup>th</sup> of June, 2019. They are asking for our consideration in supplying a relief water plant operator for one day a week for an hour of testing for a period of 6 to 8 months. Their current water plant operator does not have any certification but is currently working on accreditation.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

#### Breakdown of Coverage

##### 5 Days a Week Coverage

Mileage @ 81.12/day x 142 days coverage	\$11,519.04
Coverage @ 60.00/hour x 3 hours/day x 135 days	\$24,300.00
Coverage @ 90.00/day x 3 hours/day x 7 civic holidays	<u>\$ 1,890.00</u>
Total Cost	\$37,709.04

##### Flat Rate Coverage

\$260.00/day x 135 days	\$35,100.00
Coverage Civic holidays same	<u>\$ 1,890.00</u>
Total Cost	\$36,990.00

Extra hours for services outside of Memorandum of Agreement charged out at \$35.00 /hour and \$52.50 /hour for civic holidays.

### COSTS/SOURCE OF FUNDING (if applicable)

Attached is a draft Memorandum of Agreement for a Relief Water Treatment Plant Operator coverage for a 5 day a week position.

RECOMMENDED ACTION:

Initials show support- Reviewed by:	Manager:	C.A.O. <i>fw</i>
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Relief Water Plant Operator  
Memorandum of Agreement

Between

Village of Hines Creek

And

Village of Berwyn

For the Provision of temporary services for the operation of the water treatment plant to ensure the criteria specified within the Village of Berwyn's Operating Approvals are met.

Terms of Agreement

For the Provision of temporary services for the operation of the water treatment plant to ensure the criteria specified within Operating Approvals are met.

The Village of Berwyn will be responsible for all compliance and insurance required for the operations of the Village of Berwyn Water Treatment Plant. The Village of Hines Creek and its employees will not be held liable for any harm that may come to the Berwyn facilities, employees or citizens.

The Term of this Agreement shall commence on June \_\_\_\_, 2019 and continue until December \_\_\_\_. 2019, unless this Agreement is terminated as hereinafter provided.

Unless either party shall give written notice to the contrary no later than 30 days before expiration of the terms of this Agreement.

Definitions:

"Agreement" means this agreement and all amendments made by written agreement between the Village of Hines Creek and the Village of Berwyn.

"Daily Working Hours" means normal working day – 7:30 am to 4:30 pm, 5 days a week.

"GST" means Goods and Services Tax.

"Fixed fee Remuneration" means the charge for basic services as an all-inclusive lump sum price per day.

"Variable Fee Remuneration" means the charge for services outside of basic services.

"Home Operator" means Certified Water Treatment Operator who is certified to operate his/her treatment plant for the majority of the year.

"Visiting Operator" means Certified Water Treatment Operator who has agreed to provide cover for the Home Operator.

“Services” means the services to be provided by the Village of Hines Creek under this Agreement.

“Service-based” means that the work is based on services provided and does not include parts, materials, or third party charges.

#### Visiting Operator’s Duties/Responsibilities

The minimum tasks required to be performed by the visiting operator are:

- The completion of a daily site visit and visual inspection of the Water Treatment Plant facilities.
- The completion of the required daily water quality check, which are required to be recorded in the site records.
- The completion of sampling within the Water Treatment Plant and distribution system for the purposes of off-site analysis as required.
- Investigation and resolution in regards to any occurrence at the Water Treatment Plant.
- The recording of any actions completed or issues resolved with regard to the Water Treatment Plant in a log book.
- Source, procure and provide all process chemicals (billed to the Village of Berwyn) if required.
- Verbal daily contact with designated Village of Berwyn contact, to inform them of the results of the daily checks and any action taken.
- The provision on an emergency basis only, of out of normal working hours cover to assist in the resolution of any issues regarding the Water Treatment Plant.

#### Home Operator’s Duties/Responsibilities

Prior to each occasion where the visiting operator takes responsibility for the home operator’s water treatment plant, the home operator and/municipality must provide the following:

- An up to date SOP (Standard Operating Procedure) that is sensibly organized and truly represents the water treatment system to be covered and how it is operated, as well as any as built drawings of the facilities.
- Appropriate and timely-on-site training for the operator.
- Sufficient supplies of water treatment and analysis chemicals, on site, to cover the anticipated leave of absence.
- Any up to date list of contacts in the event of an incident or emergency.

#### Requesting Municipality

When a visiting operator is required, the duration and details shall be worked out between the operators. Unless otherwise stated the individual operators have control over their time and shall prioritize their work based on the needs of the water treatment plants and work plans set out by their supervisors.

#### Operator Certification

All visiting operators must have the appropriate level of certification so that they are qualified to operate the water treatment plant.

### Contact Details

As part of the completion of this Memorandum of Agreement, each municipality must complete the contact details sheet attached to this document so that individual involved can be contacted when necessary.

### Amendment of Memorandum of Agreement

Any proposed changes to this Memorandum of Agreement will be presented by the proposing party to the other. Once both parties have agreed to the amendments, an updated Memorandum of Agreement will be signed. If an operator provides notice on leaving the employment of a municipality, all parties listed on this Memorandum of Agreement must be notified immediately.

In the event that either municipality wishes to withdraw from this Memorandum of Agreement, a minimum of 30 days' notice in writing must be provided.

Any changes to this Memorandum of Agreement must be communicated to Alberta Environment in a timely fashion.

### Reimbursement of Services

- \$60.00 per hour per operator for providing services to the water treatment plant.
- \$90.00 per hours per operator for providing services on civic holidays to the water treatment plant.
- \$0.52 per kilometer for truck travel cost.
- \$35.00 per hours per operator for providing additional services outside the Visiting Operators'

### Rates are based upon:

- Time from when visiting operator leaves place of work until they have returned.
- Time charges for emergency cover-off, outside of normal working hours are to be charged at the rates stated previously, unless otherwise agreed upon.
- Mileage rates are based upon the visiting operator's municipality providing them with a vehicle and fuel to fulfill their responsibilities previously outlined.
- The home operator's municipality is to provide all equipment that will be necessary to fulfill all of the duties as outlined.
- The visiting operator will provide a timesheet, detailing the time spent and activities. Time sheets will be attached to the invoice from the visiting municipality.

We the undersigned, agree to this Memorandum of Agreement.

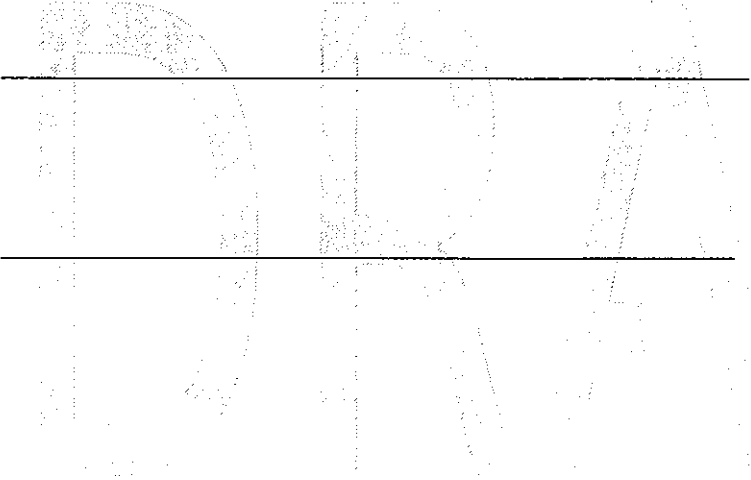
Village of Berwyn

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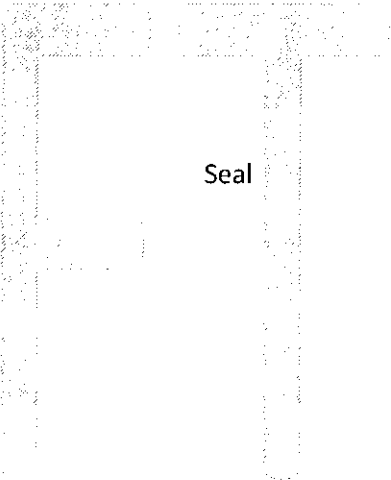
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