

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	May 14, 2019
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	New Business – Relief Water Treatment Plant Operator/Village of Berwyn
File:	0302

BACKGROUND/PROPOSAL:

Jason and I both received a call from Cathy Bailey, CAO for the Village of Berwyn.

The Village of Berwyn will be losing their water treatment plant operator on the 15th 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. They currently have an operator that is taking his Level 1 Certification training. I would assume he will not qualify to write his exam until October.

When I talked with Cathy she thought that she would put this out also to the Town of Fairview to see if they could help her out as well. Thinking that we could alternate weeks with them. I see a problem with Water Plant Certification with two separate municipalities as operators. I did let her know that I was not receptive to sharing our certification. They do not currently have a SCADA monitoring system. I am unclear how the reporting to Alberta Environment would go. All they need to provide for coverage is a Level 1 Operator.

I am requesting Council's permission for Jason and I to continue discussions with Cathy Bailey on what kind of help we may be able to offer her in a short term agreement.

I have also attached the following for clarification of other contracts we had with Aquatera and the Town of Fairview.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

COSTS/SOURCE OF FUNDING (if applicable)

Rates based on visiting operator.

Time charges for emergency cover-off and normal working hours

Mileage rates and vehicle charges.

Visiting Operator provides a timesheet of time spent at municipality.

WCB coverage for another plant
Documents and Reporting Requirements
Is there any need for Wastewater Treatment & Collection Systems Service?

RECOMMENDED ACTION:

Council resolves to authorize administration to discuss Water Plant Operator coverage with the Village of Berwyn for a period of 6 to 8 months and to bring back information to the next meeting for Council's consideration.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>SW</i>
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Signed this day of 14 for the Month of June, 2016

**Water Plant Operator
Memorandum of Understanding**

Between

Town of Fairview

And

Village of Hines Creek

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

Definitions

Daily/Working Hours	Normal working day 0800 to 1700 hrs, 7 days a week
Home Operator	Certified Water Treatment Operator who is certified to operate his treatment plant for the majority of the year
Visiting Operator	Certified Water Treatment Operator who has agreed to provide cover and training for the Home Operator
Water Treatment System	Water Treatment Plant

Terms of Agreement

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

Visiting Operator's Duties/Responsibilities

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

1. The completion of a daily site visit and visual inspection of the water treatment plant
2. The completion of the required daily water quality checks, which are required to be recorded in the site records
3. The completion of sampling within the water treatment plant and distribution system for the purpose of off-site analysis as required.
4. The investigation of, and resolution of, alarms that may occur with regards to the water treatment plant.
5. The recording of any actions completed or issues resolved with regard to the water treatment plant in the log book.

6. Verbal daily contact with designated Hines Creek contact, to inform them of the results of the daily checks and any action taken.
7. 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:

1. 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.
2. Appropriate and timely on-site training for the visiting operator.
3. Sufficient supplies of water treatment and analysis chemicals, on site, to cover the anticipated leave of absence.
4. An 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 MOU, each municipality must complete the contact details sheet attached to this document so that individuals involved can be contacted when necessary.

Amendment of Memorandum of Understanding

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

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

Any changes to this MOU must be communicated to Alberta Environment ^{FW} _{In} a timely fashion.

Reimbursement of Services

- \$75.00 per hour per operator for providing services to the water treatment plant.
- \$.505 per kilometer for truck travel cost.
- \$750 per month for SCADA monitoring and other required administration.

Rates are based upon:

1. Time from when visiting operator leaves place of work until they have returned. Time and mileage costs to complete other tasks are not to be charged.
2. Time charges for emergency cover-off, outside of normal working hours are to be charged at the rates stated previously, unless otherwise agreed upon.
3. Mileage rates are based upon the visiting operator's municipality providing them with a vehicle and fuel to fulfill their responsibilities previously outlined.
4. Costs incurred by the visiting municipality's operators for training of the water treatment systems will covered under this agreement.
5. The home operator's municipality is to provide all equipment that will be necessary to fulfill all of the duties and outlined.
6. 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 Understanding.

Village of Hines Creek

Town of Fairview

Garry Walmsley
Signature

[Signature]
Signature

Acting Chief Administrative Officer
Position

Chief Administrative Officer
Position

June 14, 2016
Date

June 16, 2016
Date



11101 104 Avenue
Grande Prairie, AB
T8V 8H6
aquatera.ca

File
0301

Village of Hines Creek Operational Assistance Agreement

Operational Assistance Agreement
December 15, 2016 – April 30, 2017
Aquatera Utilities Inc.

OPERATIONAL ASSISTANCE AGREEMENT

THIS AGREEMENT made as of the 6 day of December 2016

BETWEEN:

Village of Hines Creek

("CLIENT")

and

Aquatera Utilities Inc.

("AQUATERA")

WHEREAS:

- A. The CLIENT responsible for the operation of waterworks and wastewater systems located in the Village of Hines, Alberta ("Facility or Facilities"), as more particularly described in Schedule "A"; and
- B. The CLIENT is desirous that AQUATERA provide operational assistance for the Facilities;

IT IS AGREED for mutual considerations:

1. INTERPRETATION

1. Definitions – In this agreement the following terms are defined:

- 1.1.1. "Agreement" means this agreement together with Schedules A, B, C, D, E, and F and all amendments made by written agreement between AQUATERA and the CLIENT.
- 1.1.2. "GST" means Goods and Services Tax.
- 1.1.3. "Fixed Fee Remuneration" means the charge for basic services as an all-inclusive lump sum price.

- 1.1.4. **"Variable Fee Remuneration"** means the charge for services outside of basic services.
- 1.1.5. **"Operating Approval"** means the written authorization from Alberta Environment and Sustainable Resource Development (AESRD) to operate a water and wastewater treatment facilities.
- 1.1.6. **"Services"** means the services to be provided by AQUATERA under this Agreement
- 1.1.7. **"Service-based"** means that the work is based on services provided and does not include parts, materials, or third party charges.

2. TERM OF THE AGREEMENT

- 1. The term of this Agreement shall commence on **December 15, 2016**, and continue until **April 30, 2017** unless this Agreement is terminated as hereinafter provided.
- 2. Unless either party shall give written notice to the contrary no later than **30 DAYS** before expiration of the term this Agreement.

3. SCOPE OF SERVICES – described within Schedule "B"

1. Scope of Work

- 3.1.1. The Scope of work described within Schedule "B" is a service-based scope of work and may be amended from time to time, as required, upon mutual agreement by both parties, acting reasonably. The party requesting the amendment is required to request it in writing a minimum of 30 days in advance. The other party will respond, in writing, with an indication of acceptance of the amendment to the existing agreement, or, acting reasonably, an explanation of denial. Upon agreement by both parties, AQUATERA will draft the amendment which will become part of this agreement.

2. Standard of Care

- 3.2.1. AQUATERA shall deliver the Services as would a reasonable operator with like skills in like circumstances.

3. AQUATERA as an independent contractor

- 3.3.1.** In performing the Services, AQUATERA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither AQUATERA nor its employees, agents or subcontractors shall be subject to the direction and control of the CLIENT, except as expressly provided in this Agreement.

4. COMPENSATION AND PAYMENT

1. Fees are outlined in Schedule "C" annexed hereto.

- 4.1.1.** AQUATERA will invoice monthly, in advance, for that month's service.

2. Variable Fee Remuneration (time and materials)

- 4.2.1.** Variable fees will be calculated on the basis of the rate tables found in Schedule "C" annexed hereto.

4.2.2. Standby Operator & Emergency Call-Out Rates / Standby Pay Compensation:

- 4.2.2.1.** The Standby Operator is to be the first operator called to address alarm notification issues and emergencies
- 4.2.2.2.** Every AQUATERA Operator who is called out and required to work in any emergency outside his/her regular working hours shall charge out a minimum of two (2) hours at overtime rates (2 X regular charge-out rate) applicable from the time he/she leaves his/her home to report for duty until the time he/she arrives back home, upon proceeding directly from work. See Schedule "C" – schedule of fees.

3. General

The fees do not contain any allowance for equipment or equipment maintenance, repair or replacement or any allowance for facility consumables; they are simply based on the Services, as described. GST will be added to all invoices hereunder.

5. CLIENT'S OBLIGATION

- 1.** The CLIENT shall designate a contact person who shall have authority to act as the CLIENT's Representative for all purposes under this Agreement and to transmit instructions, receive

information, interpret and define the CLIENT's policies and decisions with respect to the Facility and the management and operation services covered by this Agreement.

2. The CLIENT shall make available to AQUATERA all relevant information or data pertinent to the Facility, which is required by AQUATERA. AQUATERA shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data provided to the CLIENT by third parties. Whether such information or data originates from the CLIENT or from third parties, AQUATERA shall not be responsible to the CLIENT for any consequences of any error or omission contained therein.
3. The CLIENT shall obtain required Operating Approvals, licenses and permits from municipal and other governmental authorities having jurisdiction over the Facilities. The CLIENT shall maintain full responsibility and accountability for the Approval.
4. AQUATERA agrees to be the primary contact with AESRD on any of the Approval requirements and to communicate with the CLIENT on a regular basis as outlined within Schedule "E".
5. AQUATERA shall ensure provision of all required reporting to any governmental or other authorities having jurisdiction over the Facilities on behalf of the CLIENT.
6. The CLIENT shall be responsible for providing, when required, public information to address operational issues, e.g. Boil Water Orders.
7. The CLIENT shall, as specifically provided in this Agreement, repair, maintain and keep in a good working state the Facilities in accordance with good engineering practices and the standards reasonably applicable to an owner of like Water Treatment Facilities.
8. The CLIENT shall maintain accessibility to all Facilities, as required, including snow removal and road maintenance.
9. The CLIENT shall receive and examine all reports, estimates, proposals and other documents presented by AQUATERA, and render in writing decisions pertaining thereto, within a reasonable time so as to not delay AQUATERA in the performance of the Services. Failure of the CLIENT to address recommendations may be considered substantial breach of agreement and could result in termination as outlined in 7.2.

10. The CLIENT agrees to pay for any emergency-related expenditure at AQUATERA's sole discretion. This would include items or service required to maintain safe operations up to a maximum amount of \$20,000 per occurrence. AQUATERA agrees to obtain advance approval whenever possible and to perform any work or procure any product in the most economical manner possible.
11. The CLIENT agrees to provide all equipment and labour required to perform the work on the water distribution, wastewater treatment, and wastewater collection systems.
12. AQUATERA agrees to provide oversight, monitoring and coordination of the work required within the water distribution and water collection systems.
13. AQUATERA's invoices are due and payable when presented. Accounts unpaid by the CLIENT thirty (30) days after presentation are subject to monthly interest charges at the rate of 18.0% per annum. No deduction, holdback or set-off shall be made by the CLIENT from the fee payable to AQUATERA.

6. INSURANCE AND LIABILITY

1. In consideration of the provision of the Services rendered by AQUATERA to the CLIENT under this Agreement, the CLIENT agrees that any and all claims which the CLIENT has or thereafter may have against AQUATERA, its servants, employees, sub consultants or representatives, in respect of the services, howsoever arising, whether in contract or in tort, shall be absolutely limited to:
 - 6.1.1. A period of two years from the date of the termination or suspension of AQUATERA's Services, or within such shorter period as may be prescribed by any limitation statute in the Province where the Services are performed.
 - 6.1.2. The greater of AQUATERA's fee paid by the CLIENT under the terms of this Agreement and any proceeds of AQUATERA's insurance as described in 6.4 below.
 - 6.1.3. If for any reason AQUATERA's insurance is not available or does not apply to any claim made by the CLIENT against AQUATERA in respect of the Services, then the liability of AQUATERA to the CLIENT under this Agreement shall be absolutely limited to the re-performance at AQUATERA's own cost of those Services which are proven at law to constitute errors, omissions or negligent acts on the part of AQUATERA or anyone for whom AQUATERA may be responsible at law.

2. AQUATERA's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages due to the sole negligence by AQUATERA arising out of the Services, and AQUATERA shall bear no liability whatsoever for any consequential loss, injury or damages incurred by the CLIENT, including but not limited to claims for loss of profits and loss of markets. Under no circumstances shall AQUATERA be liable for negligence unless the loss, injury or damage claimed is due to the sole negligence of AQUATERA.
3. AQUATERA shall provide and maintain, at its own expense, standard Automobile Liability insurance on all vehicles owned, operated or licensed in the name of AQUATERA in an amount not less than \$2,000,000.00 inclusive for bodily injury and/or property damage.
4. AQUATERA shall, at its own expense insure its operations under a policy of Commercial General Liability insurance, with an insurer licensed in the Province where the Facility is located, in an amount of \$2,000,000.00 per occurrence for bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, name the CLIENT as an additional insured with respect to the operations of AQUATERA, respond as primary and non-contributory coverage with respect to the CLIENT, waiver of subrogation in favour of the CLIENT and provide the CLIENT with 30 days' notice of cancellation or material change. AQUATERA'S liability for damages for negligence is limited to any proceeds of the insurance available to AQUATERA and the CLIENT as described herein.
5. The CLIENT shall, at its own expense, insure its operations under a policy of Commercial General Liability Insurance with an insurer licensed in the Province where the Facility is located. Such insurance will be in an amount of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, name AQUATERA as an additional insured with respect to the operations of the CLIENT, respond as primary and non-contributory coverage with respect to AQUATERA, waiver of subrogation in favour of AQUATERA and provide AQUATERA with 30 days' notice of cancellation or material change.

7. TERMINATION

1. In the event the performance by AQUATERA of the services provided for under this Agreement is unsatisfactory to the CLIENT, acting reasonably, the CLIENT shall notify AQUATERA and

AQUATERA shall within thirty (30) days, or such longer period as may be reasonably necessary, rectify the unsatisfactory condition or performance.

Should the unsatisfactory performance of contract services and requirements not be so rectified, the CLIENT shall at, its option, be entitled to terminate this Agreement for cause.

2. Either party may terminate this Agreement upon breach by the other party, providing that such terminating party first provides written notice of such breach to the other party and that such breach is not corrected within thirty (30) days, or such longer period as may be reasonably necessary, after notice.

8. OCCUPATIONAL HEALTH AND SAFETY ACT

1. AQUATERA acknowledges that it is an employer as defined in the *Occupational Health and Safety Act* (Alberta), and will, as a condition of this Agreement, comply with the *Occupational Health and Safety Act* (Alberta), or equivalent legislation in the Province where the Facilities are located, and all applicable statutory regulations.
2. AQUATERA does not accept any obligations as Prime Contractor.
3. AQUATERA agrees to support and abide by the CLIENT's existing Health & Safety Program and policies.
4. AQUATERA will maintain a Certificate of Recognition (COR) in Partnerships in Injury Reduction (PIR) from the Government of Alberta indicating that AQUATERA has developed and implemented an independently audited occupational health and safety program.

9. DOCUMENTS AND REPORTS

1. All documents, drawings and reports prepared by AQUATERA or by others on behalf of AQUATERA, in connection with the Services are instruments of professional service for the execution of the Services. AQUATERA retains the property and copyright in these documents, drawings and reports. These documents, drawings and reports may not be used for any other purpose without the prior written consent of AQUATERA.

10. GENERAL PROVISIONS

1. Strikes - In the event that labor stoppage by employee groups prevents AQUATERA's employees from entering upon or interferes with them working at the Facilities, the CLIENT shall seek appropriate legal injunctions or court orders. During such a period of disruption AQUATERA shall provide services on a best effort basis until labour relations are normalized.
2. Force Majeure - Delays in, or failure of performance, by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to decrees of government, acts of God, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). In no case shall lack of funds constitute Force Majeure. In the event that performance of this Agreement in the reasonable opinion of either party is made practicably impossible by Force Majeure, then either party shall so notify the other in writing, and the CLIENT shall either:
 - 10.2.1. Notify AQUATERA that this Agreement shall be deemed to have been terminated by the Client in accordance with the terms of Clause 7; or
 - 10.2.2. Require the completion of the performance of this Agreement by AQUATERA with such adjustments as are required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure, the parties shall resume their obligations in accordance with the terms of this Agreement.
3. Emergencies - In the event of any emergency which, in the opinion of AQUATERA, requires immediate action in the CLIENT's interests, AQUATERA shall have authority to issue such orders on behalf of and at the expense of the CLIENT as deemed necessary or expedient and do such work as is immediately necessary, at the CLIENT's expense, without the CLIENT's direct approval.
4. Entire Agreement - No oral agreement or conversation with any officer, agent or employee of the CLIENT or AQUATERA, either before or after the execution of this Agreement, shall affect or modify any of its terms or obligations herein contained. This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. No changes, alterations or modifications to this Agreement, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Agreement, shall be covered by a written amendment signed by both parties.

5. Invalidation of Portion of Agreement - The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision.

6. Relationship of AQUATERA to CLIENT - It is understood that the relationship of AQUATERA to the CLIENT is that of an independent service provider and that none of the employees or agents of AQUATERA shall be considered employees or agents of the CLIENT.

Except as stated otherwise in this Agreement, AQUATERA shall control how the Services specified as AQUATERA's obligations in this Agreement are performed.

7. Waiver - The failure on the part of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

8. Assignment - The Agreement shall not be assigned by AQUATERA without the prior written consent of the CLIENT which may not be unreasonably withheld.

9. Arbitration - Any dispute arising out of or with respect to this Agreement shall be referred to arbitration pursuant to the *Arbitration Act* (Alberta) or the equivalent legislation in the Province where the Facilities are located. The decision of the arbitrator or panel of arbitrators, as the case may be, shall be final and binding upon the parties. The costs of any arbitration shall be borne as directed by the arbitrator or panel of arbitrators. Any arbitration shall be conducted in the Province of Alberta.

10. Applicable Law - The law of the Province of Alberta shall apply to this Agreement and its interpretation. Any legal action with respect to this Agreement shall be commenced and continued in the Province of Alberta.

11. Contractor's Equipment - Any AQUATERA equipment used by AQUATERA during the term of this Agreement shall remain the property of AQUATERA.

11. NOTICES

1. Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be in writing and shall be mailed or actually delivered to the respective addresses of the parties hereto:

CLIENT:

Chief Administrative Officer
212 10 Street
Hines Creek, AB T0H 2A0
Tel: 780.494.3690
Cellular:
Email: walmsley@abnorth.ca

AQUATERA:

Teresa Souliere, Business & Corp. Development
11101 104 Avenue
Grande Prairie, AB T8V 8H6
Tel: 780.357.6302
Cellular: 780.228.8170
Email: tsouliere@aquatera.ca

12. ASSIGNMENT

1. This Agreement or the obligations hereunder are not assignable by a party without the consent of the other party. At its discretion, AQUATERA may sub-contract obligations, but shall remain responsible for any sub-contractor.

13. HEADINGS AND CAPTIONS

1. The headings and captions appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision thereof.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their administrators, successors and permitted assigns.

IN WITNESS OF WHICH the Parties have executed this Agreement.

Hazel S. Reintjes Hazel S. Reintjes Seal
Leanne Walmsley Leanne Walmsley

CLIENT

Souliere Seal
TERESA SOULIERE

Aquatera Utilities Inc.

APPENDICES

List of Appendices:

1. Schedule "A" – Description of Facilities
2. Schedule "B" – Scope of Work
3. Schedule "C" – Schedule of Fees
4. Schedule "D" – Aquatera Staff Credentials and Staff Listing
5. Schedule "E" – Communications Protocol
6. Schedule "F" – Codes of Practice Listing and Links

Schedule "A" – Description of Facilities

WATERWORKS SYSTEM – Treatment Class II

- Surface water source
 - Raw water from Jack Creek
- Raw water intake structure
- Water Treatment
 - Coagulation and Flocculation
 - Clarification
 - UF-NF Membrane
 - PH Adjustment
 - Disinfection with Chlorine
 - Chemical Storage – feed station
 - Scada
 - Treated Reservoir
 - Water Distribution System
 - Bulk Water supply to potable water haulers

Notation:

- *Recent drilling of water well to access ground water – testing not complete*
- *Reservoirs are currently full as of December 2, 2016*

WATER DISTRIBUTION SYSTEM – Class I

The Village of Hines Creek provides water to the Village.

The Village is responsible for the water distribution system within the village to approx. 400 residents.

WASTEWATER TREATMENT & WASTEWATER COLLECTION SYSTEMS -- Class I

- Wastewater collection system and transmission lines, within the Village of Hines Creek municipal boundaries, connected to the wastewater lagoon.
- An open air lagoon wastewater treatment
- One treated wastewater outfall discharging continuously annually

Schedule "B" – Scope of Work

Detailed Basic Services:

Aquatera will provide operator support in compliance with federal regulations and provincial codes of practice as they pertain to water treatment and wastewater treatment for the Village of Hines Creek.

Aquatera will provide the following list of basic services:

General

- ✓ Provide all labor and benefits required to perform the work
- ✓ Source, procure and provide all process chemicals (billed to Village), if required
- ✓ Source, procure and ensure laboratory and analytic services (billed to Village), if required
- ✓ Reporting to regulatory agencies
- ✓ Ensure ongoing compliance with all local, provincial and federal laws and regulations
- ✓ Ensure operations is provided in a safe, secure, effective and efficient manner and documented
- ✓ On-call availability

Water

- ✓ Ensure compliance with Code of Practice for Waterworks Systems - raw water intake system
- ✓ Routine maintenance of water facilities and all associated equipment
- ✓ Management of the operations of all water equipment
- ✓ Ensure treatment and pumping facilities are operated, maintained and managed
- ✓ Reporting and all other works to ensure compliance with federal and provincial permits, approvals, codes and regulations
- ✓ Work closely with the current operator and report to Village operations department in regards to water facilities aspects, notices and inquiries, and regulatory issues.
- ✓ Review, maintain and ensure comprehensive Operations Program

Wastewater

- ✓ Ensure compliance with Code of Practice for Wastewater Systems Using a Wastewater Lagoon
- ✓ Routine operations of wastewater lagoon and all associated equipment
- ✓ Reporting and all other works to ensure compliance with federal and provincial permits, approvals, codes and regulations
- ✓ Work closely with and report to Village operations department in regards to wastewater facilities aspects, notices and inquiries, and regulatory issues.

Additional Services:

These additional services will be provided and paid for, as part of the contract, however, the costs incurred by Aquatera will be charged back to the Village of Hines Creek along with a 10% mark-up.

Effort will be made to avoid costs by implementing normal troubleshooting and to minimize costs and increase value.

As required:

- Process chemicals
- Third party laboratory and analytical services
- Third party electrical services, instrumentation services, well repairs, and other specialty services
- Meters and external repairs and testing
- General supplies
- Heavy equipment for repairs and maintenance
- Any third party sub-contractor fees or charges incurred while performing the work
- Managing third party relationships and/or contracts

Schedule "C" – Schedule of Fees

Rate Schedule

Operator – daily rate (based on two days per week)	\$850.00 per day per operator required up to a maximum of 8.5 hours (incl. travel time)
Monthly SCADA monitoring Agreement	\$350.00 per month
Optional: 24/7 On Call and Emergency Response Availability - weekdays	\$150.00/day
Optional: 24/7 On Call and Emergency Response Availability – weekends and statutory holidays	\$200.00/day

*GST not included in Rate Schedule

ADDITIONAL SERVICES

All third party services and expenses incurred by Aquatera on the Village's behalf will be charged back to the Village along with an administration charge of 10%. Reasonable efforts will be made to minimize these costs.

Effective December 15, 2016

Rate Schedule 2 – Emergency/Response/After Hours

Regular hourly rate for call-out – Operator	\$130.00 per hour
Overtime hourly rate	2 x regular rate
Kilometer charge for call-out and emergency response after normal hours for regular truck (not applicable for Town supplied vehicle)	\$0.60/km
Administrative Support (casual advise, feedback)	Included
Required Supplies (upon approval or in emergency situation)	Cost Plus 10%

Schedule "D" – Aquatera Staff Credentials and Staff Listing

Name	Role	Certification
Stan Johanson	Remote Operations Team Lead	WT – Level IV WWT – Level IV
Roger Perley	Certified Operator	WT – Level II WD – Level II WWT – Level II WWC – Level II

*Additional Operators available as required

Schedule "E" – Communications Protocol

This communications protocol is intended to describe how Aquatera and the Client will communicate items related to the services provided under this agreement. It is not intended to cover all circumstances but to ensure that both parties have a reference to guide actions in an agreed upon manner.

General:

1. All public inquiries regarding water quality issues or distribution and collection services are to be directed to the CLIENT.

Regular Operations and Maintenance Issues (non-emergency):

1. The Client CAO is to be the main public contact.
2. Nick Kebalo, Operations Manager, is to be the Aquatera main contact.
3. Other contacts listed below.
4. Aquatera is to obtain approval from CAO prior to incurring third party charges exceeding \$1,000.

Contact List

Representing	Name	Role	Phone	Email	Contact for:
(CLIENT)	Leanne Walmsley	CAO	780.494.3690	walmsley@abnorth.ca	*Main contact for Client
Aquatera	Nick Kebalo	Operations Manager	780.882.3477 (cell)	nkebal@aquatera.ca	*Manager contact for operational issues/inquiries
Aquatera	Stan Johanson	Remote Operations Team Lead	780.882.4590 (cell)	sjohanson@aquatera.ca	* contact for operational issues/inquiries *Primary contact for AESRD *Secondary contact for Alarm System
Aquatera	Roger Perley	On-site certified operator	780.518.7939 (cell)	rperley@aquatera.ca	*on-site contact for operational issues/inquiries
Aquatera	Teresa Souliere	BD Associate	780.357.6302 (office) 780.228.8170 (cell)	tsouliere@aquatera.ca	*Contract related items or service level feedback

Schedule "F" – Operating Approvals

- Treated Water & Water Distribution - Alberta Environment Approval #783-03-00
- Wastewater Systems Using a Wastewater Lagoon - Alberta Environment Approval #782-02-00

- <https://avw.alberta.ca/pdf/00000783-03-00.pdf>
- <https://avw.alberta.ca/pdf/00000782-02-00.pdf>
- <https://avw.alberta.ca/pdf/00155159-00-02.pdf>

- <http://www.qp.alberta.ca/documents/codes/COLLECTION.PDF>
- <http://www.qp.alberta.ca/documents/codes/DISTRIBUTION2.PDF>
- <http://www.qp.alberta.ca/documents/codes/LAGOON.PDF>