

Village of Hines Creek Council

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 13, 2020
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	Unfinished Business – Relief Water Plant Operator Agreement
File:	0304

BACKGROUND/PROPOSAL:

At the January 23, 2020 Council meeting Council signed an Agreement to continue to provide Relief Water Plant Coverage for the Village of Berwyn starting January 1 and ending June 30, 2020.

I was contacted by Greg Gayton from Berwyn wanting to meet with me to discuss the mileage charges to see if we would amend the agreement to charge Berwyn a flat rate for mileage. I met with Mr. Gayton on Friday January 31, 2020. His suggested rate for mileage was between 1,000-1,200/month.

Mileage Rates charged

June 2019	\$ 736.32
July 2019	\$1,472.12
August 2019	\$1,391.52
September 2019	\$1,120.08
October 2019	\$1,112.28
November 2019	\$1,206.92
December 2019	<u>\$1,291.16</u>
Total Mileage June-Dec 2019	\$8,330.40

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Schedule of Fees

Aquatera

Operator – daily rate (based on two days per week)	\$850.00 per day per Operator required up To a maximum of 8.5 Hour’s incl. travel time
Monthly SCADA monitoring Agreement	\$350.00/month
Optional: 24/7 on Call and Emergency Response	\$150.00/day

Availability – weekdays Optional 24/7 on Call and Emergency Response And statutory holidays	\$200. /day
Rate Schedule for Emergency Response/After Hours Regular hourly rate for call-out – Operator	\$130.00/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 advice, feedback)	Included
Required Supplies (upon approval or in emergency Situation)	Cost Plus 10%

Town of Fairview
Schedule of Fees

Per operator for providing services to the water Treatment plant.	\$75.00/hour
Per kilometer for truck travel cost.	\$0.505/km
Per month for SCDA monitoring and other required Administration.	\$750.00/month

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.

Our Schedule of Fees for Berwyn

Per operator for providing services to the water Treatment plant.	\$60.00/hour
Per operator for providing services on civic holidays to the water treatment plant.	\$90.00/hour
Per kilometer for truck travel costs.	\$0.52/km
Per hour per operator for providing additional services Outside the Visiting Operator'	\$35.00/hour

Rates are based upon:

1. Time from when visiting operator leaves place of work until they have returned.
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. The home operator's municipality is to provide all equipment that will be necessary to fulfill all of the duties as outlined.
5. The visiting operator will provide a timesheet, detailing the time spend and activities. Time sheets will be attached to the invoice from the visiting municipality.

COSTS/SOURCE OF FUNDING (if applicable)

The Village of Berwyn is asking for consideration of a flat rate charge of 1,000-1,200/month.

RECOMMENDED ACTION:

That Council approve the flat rate of 1,000-1,200 a month for mileage to Berwyn and/or to receive this item as information and to notify the Village of Berwyn that we will not be making any changes to the agreement.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>lew</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 January 1, 2020 and continue until June 30, 2020, 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 ass 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

Seal

Village of Hines Creek

Seal
