

The Corporation of the Town of Grand Valley

By-law 2025-

A By-law authorizing the Corporation of the Town of Grand Valley to enter into an amending agreement with the Ontario Clean Water Agency with respect to the management, operation and maintenance of the Grand Valley Wastewater Treatment Facility.

WHEREAS the Town of Grand Valley deems it expedient to enter into an amending agreement with the Ontario Clean Water Agency (OCWA) providing for the operation and maintenance of the Town's wastewater treatment facilities;

NOW THEREFORE the Council of the Corporation of the Town of Grand Valley enacts as follows:

1. The Town does hereby authorize an amending agreement, in the form attached hereto as Schedule "A" to this By-law (the "Agreement"), with OCWA for the operation and maintenance by OCWA of the Town of Grand Valley's wastewater treatment facility;
2. The Mayor and Clerk are hereby authorized to execute the Agreement and any other documents or agreements necessary or desirable to carry out the intention of the Town and OCWA with respect to the operation and maintenance of said facility;
3. This By-law shall come into full force and take effect as of the date of its passing.

READ a first, and second and third time and finally passed this 28th of January 2025.

Steve Soloman, Mayor

Meghan Townsend, Clerk

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 1st day of January 2025.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes
of Ontario.

(referred to in this Amending Agreement as “OCWA”)

A N D

THE CORPORATION OF THE TOWN OF GRAND VALLEY

(referred to in this Amending Agreement as “the Client”)

(Each a “Party” and together, “the Parties”)

BACKGROUND TO THIS AMENDING AGREEMENT

WHEREAS the Client and OCWA entered into an agreement effective **January 1st 2020** concerning the operation and maintenance of the Client’s Facility (the “Existing Agreement”) attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA have agreed to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Client passed by law: _____ on the _____ day
of _____ 20__ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following amendments to the Existing Agreement:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

2. **Section/Paragraph: 4.1 – Initial Term of Agreement** *is hereby deleted and replaced with the following:*

“Section 4.1 – Initial Term of Agreement”

This Agreement shall start on January 1, 2025 and shall continue in effect for a term of five (5) years, ending December 31, 2029 (the “Renewal Term”) and then may be renewed for successive five (5) – year terms (each a “Renewal Term”) subject to mutual agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.”

3. **Schedule D – The Annual Price and Other Charges** *of the Existing Agreement is hereby deleted and replaced with a new “Schedule D”, which is attached to this Agreement:*

“SCHEDULE D - The Annual Price and Other Charges

1. **Annual Price for the Initial Term**

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For Year One from January 1st through to December 31st inclusive: \$398,907.
- (ii) For Year Two and subsequent Years: \$398,907 plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for subsequent Years, on a cumulative basis.

- (iii) As the market for Chemicals continues to be uncertain, OCWA has included a budgetary estimate of \$52,800 in the annual operating budget, which will be reconciled annually with the Client. If the total cost of chemicals for any given year is over \$52,800, the Client will receive an invoice for the full amount over the estimate. If the total cost of chemicals for any given year is under \$52,800, the Client will receive a credit.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$33,242.25

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall be billed at \$90.00/hour/person for a senior operations manager, process compliance technician and utility plant instrumentation technician, and \$65.00/hour/person for an operator or mechanic:
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for a senior operations manager, process compliance technician and utility plant instrumentation technician, and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge:
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for a senior operations manager, process compliance technician and utility plant instrumentation technician, and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge:
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

4. Service Fee

“Service Fee” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 10% on the first \$50,000; plus
- (b) 15% on the amount in excess of \$50,000.

For example, the Service associated with Major Maintenance which required \$56,000 in supplies and materials would be \$5,900 (10% x \$50,000 + 15% x \$6,000).”

3. **Schedule E –Insurance** *of the Existing Agreement is hereby deleted and replaced with a new “Schedule E”, which is attached to this Agreement:*

“SCHEDULE E - Insurance

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

Contractor’s Pollution Liability Insurance

Coverage: Contractor’s Pollution liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Contractor's Pollution Liability. \$10,000,000 aggregate.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any negligent act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose negligent acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Limit: \$5,000,000 per loss on a Claims Made basis for Professional Liability Insurance and including \$5,000,000 Aggregate.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

Cyber Liability Insurance

OCWA to provide evidence of coverage by way of a letter, noting coverage for expenses incurred by OCWA consequential to a cyber event or privacy breach.”

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Richard Junkin

Digitally signed by Richard Junkin
Date: 2025.01.16 11:05:59 -05'00'

Date of Signing

By:
(Authorized Signing Officer)

Natalie Peers

Digitally signed by Natalie Peers
Date: 2025.01.19 13:56:34 -05'00'

Date of Signing

By:
(Authorized Signing Officer)

THE CORPORATION OF THE TOWN OF GRAND VALLEY

Date of Signing

By:
(Authorized Signing Officer)

Date of Signing

By:
(Authorized Signing Officer)