

THE CORPORATION OF THE TOWN OF LATCHFORD

BY-LAW NO. / 2019-014

BEING A BY-LAW to authorize the execution of a Service Agreement with the Temagami First Nation.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

NOW THEREFORE the Council of the Corporation of the Town of Latchford enacts as follows:

"That the Mayor and Clerk be authorized to execute the Services Agreement to provide with respect to the Bear Island Water treatment Facility attached hereto as Schedule 'A' and forming part of the By-law.

READ a FIRST, SECOND AND THIRD TIME and finally passed this 16th day of May 1 2019.



Mayor, George Lefebvre



Clerk, Jaime Allen

BYC Law
15 YC LAW
JAN 10 2010

SERVICE AND OPERATIONAL SUPPORT AGREEMENT

BETWEEN

CORPORATION OF THE TOWN OF LATCHFORD

SERVICE PROVIDER – REFERED: (CTL)

AND

THE TEMAGAMI FIRST NATION

CLIENT: - REFERED: (TFN)

The Client (TFN) retains The Corporation of The Town of Latchford (CTL) to provide the Services set out in "Schedule A" of this Agreement in respect to the Bear Island WTP Facility.

Limitations on Liability: The Client acknowledges that (CTL) is providing services on a short-term emergency basis and therefore (CTL) shall not be responsible or liable for any claims, damages, costs or liabilities whatsoever that may arise from the provision of the Services under this Agreement or in connection with the Facility.

Service Fee

The Fee for the services for **1 year shall be \$12,000 per annum**. This Fee will cover **2 visits per month (24 visits / year)**. The services provided are: Operational support, preventative maintenance and calibration of instrumentation and control equipment as outlined in Schedule A & B.

Any Capital Projects or Emergency Response will be billed separately. The Service Fee shall be invoiced monthly by the service provider (CTL) to the Client (TFN). The service provider (CTL) will charge the Client separately for any additional services not specifically set out in Schedule A + B. (example: Emergency Service Call)

Representations of The Client

As of the date of execution of this Agreement, to the best of the Clients knowledge, the Facility is in compliance with all applicable legislation, regulations, Approvals, bylaws, standards, orders and applicable laws.

There are no pre-existing conditions existing at the Facility which would affect (CTL)'s ability to operate the Facility in compliance with the terms of this Agreement and Applicable Laws. The Client acknowledges and agrees that the Client shall be responsible for addressing such pre-existing conditions. "Pre-existing Conditions" means any condition of the Facility that existed prior to the commencement of this Agreement.

Insurance

While this Agreement is in effect, the Client shall maintain appropriate liability insurance with respect to the Services being provided under this Agreement and "Corp of Town of Latchford" shall be named as an additional insured with respect to such insurance.

The Client acknowledges that it will have no recourse under insurance for claims that arise due to the services provided.

Indemnity

The Client shall exonerate, indemnify and hold harmless (CTL) and its employees and agents from and against any and all claims (including all costs, fines, penalties, liabilities, damages, losses and judgements which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, either arise from or are related to the Facility or (CTL's) provision of Services under this agreement.

Uncontrollable Circumstances

"Uncontrollable Circumstances" is defined as occurrences or circumstances beyond the reasonable control of (CTL), including but not limited to the following: where water transmitted to the Facility for treatment contains contaminants, pathogens or other substances which cannot be treated or removed by the Facility's processes; failure of the Client to meet any of its obligations under the Agreement; failure of any equipment at the Facility; the quantity or quality of water transmitted to the Facilities exceeds the particular Facility's design or operating capacity; decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods, droughts and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, pandemics, war, civil disturbances, riots, explosions, fire and acts of third parties.

A delay in performance of, or a failure to perform any term of this agreement by (CTL) the service provider, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by an "Uncontrolled Circumstance" defined in the paragraph above.

Covenants of the Client

-The Client agrees to promptly pay all amounts owing to Corporation of the Town of Latchford (CTL the service provider) under this Agreement as they come due, including any interest charges on late payments.

-The Client agrees to promptly provide (CTL) with any information relating to the Facility which could have a bearing on the provision of Services by (CTL), including copies of all certificates of approval, permits and licences (and any amendment thereto) and copies of all engineering reports, orders and inspection reports issued by regulatory agencies such as Ministry of the Environment and Climate change or the Ministry of Labour, as well as details of any existing situations in which the Facility is failing to meet applicable laws.

-If there should be any direction or order given by any regulatory agency to either the Client or (CTL) during the term of this Agreement in respect of the Facility, the Client accepts full responsibility for completion of any work set out in the direction or order, including all costs associated with such work.

-The Client shall repair and keep in a good working state in accordance with standards reasonably applicable to a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facility.

The Facility

For the purpose of this Agreement, the Facility is comprised of the following:

- A Class 2 Xenon membrane water filtration facility which was commissioned in 1998. This facility is fed by submersible low lift pumps (x2) and finished water is distributed by submersible high lift pumps (x3) from a clear well, below the building. There is no tower or elevated reservoir.
- The only chemical addition is sodium hypochlorite for disinfection.
- There is also a genset on site to provide emergency power during hydro outages and diesel Fire Pump for emergencies.

The services are set out as follows: SCHEDULE A

Bear Island WTP – Temagami First Nation

***24 regular SITE VISITS (2 per Month)
*based on accessibility***

**Transportation to the Island – Covered by
Temagami First Nations**

-Operational support (24Hr by phone)

-Operational support – on site visits

-Monthly Lab Instrument Verifications
(as outlined in Schedule B)

-Instrumentation Calibrations and preventative
maintenance
(as outlined in Schedule B)

-A Monthly work report will be sent to (TFN)
outlining work accomplished, problem areas, and
potential improvements.

-A transparent dialog with TFN for consulting on
future plant repair and upgrade requirements to
keep the plant in good running order. Provide
TFN with advice for budgeting in regards to the
Water Treatment Plant

-Provide on-site direction, guidance and operator
training on proper operator techniques, plant
operation and preventative maintenance
practices.

-Assist with Plant repairs, Preventative
Maintenance

-Identify any Capital or Emergency repairs
required for Compliance and Proper Plant
Operation

-assistance with equipment evaluation and
purchases in regard to the Water Treatment
Plant

Service Fee: \$12,000 per annum

| Capital Projects and Emergency Response | |
|---|-----------------|
| Instrument Technician | \$ 80.00 / Hr |
| Operator Mechanic | \$ 75.00 / Hr |
| Equipment Purchases | 20% Service FEE |

***TRANSPORTATION TO THE ISLAND COVERED BY TEMAGAMI FIRST NATION

EFFECTIVE DATE

This Agreement shall be effective as of ^{May 1st} ~~March 1st~~ 2019 and shall terminate ~~Feb 28/2022~~ ^{April 30} 2019.

EARLY TERMINATION

Either Party may terminate this Agreement at any time for any reason by giving the other Party thirty (30) days written notice.

IN WITNESS WHEREOF the Parties have duly executed this Agreement

Corporation of the Town of Latchford

May 03, 2019
DATE OF SIGNING

MAY 3/2019
DATE OF SIGNING

BY: [Signature]
(AUTHORIZED SIGNING OFFICER)

BY: [Signature]
(AUTHORIZED SIGNING OFFICER)

TEMAGAMI FIRST NATION

April 29th May 1 2019
DATE OF SIGNING

May 1, 2019
DATE OF SIGNING

BY: [Signature]
(AUTHORIZED SIGNING OFFICER)

BY: [Signature]
(AUTHORIZED SIGNING OFFICER)

SCHEDULE B

INSTRUMENT TYPE

| SERIAL# | ID NUMBER | MONTHLY VERIFICATION CYCLE | REQUIRED (MONTHS) | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | COMMENTS |
|---------|---|----------------------------|-------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|
| | LAB PH METER - HACH HQ11D | | 3 | M | X | M | M | X | M | M | X | M | M | X | M | |
| | TURBIDITY FILTER 1 - HACH 1720E | | 3 | | X | | | X | | | X | | | X | | |
| | TURBIDITY FILTER 2 - HACH 1720E | | 3 | | X | | | X | | | X | | | X | | |
| | LAB TURBIDITY METER - HACH 2100P | | 3 | M | X | M | M | X | M | M | X | M | M | X | M | |
| | LAB CHLORINE METER - HACH DR2800 | | 6 | M | M | M | M | X | M | M | M | M | M | X | M | |
| | PORTABLE O2 TEST KIT#1 - HACH POCKET II | | 6 | | X | | | X | | | X | | | X | | |
| | PORTABLE O2 TEST KIT#2 - HACH POCKET II | | 6 | | X | | | X | | | X | | | X | | |
| | CHLORINE TREATED - DEPLOY III | Y | 6 | M | M | M | M | X | M | M | M | M | M | X | M | |
| | FLOW FILTER 1 - | | 12 | | X | | | X | | | X | | | X | | |
| | FLOW FILTER 2 - | | 12 | | X | | | X | | | X | | | X | | |
| | FLOW RAW - ENDRESS + HAUSER | | 12 | | X | | | X | | | X | | | X | | |
| | FLOW TREATED - ENDRESS + HAUSER | | 12 | | X | | | X | | | X | | | X | | |
| | PRESSURE DISTRIBUTION | | 12 | | X | | | X | | | X | | | X | | |
| | RECORDER CHLORINE/TURBIDITY | | 12 | | X | | | X | | | X | | | X | | |
| | PRV VALVE | | 6 | | X | | | X | | | X | | | X | | |
| | LEVEL CLEAR WELL - MILTRONICS | | 12 | | X | | | X | | | X | | | X | | |

SHOULD BE EXERCISED REGULARLY

B

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