

BY-LAW NUMBER 2025-97

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Authorize the Mayor and Clerk to sign an Agreement with Whitteker Environmental Services to provide full service of Township's water testing, weekly inspections, lab fees, annual reports.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Services Committee reviewed Report FAC-2025-29 and concurs with the recommendation to pass a By-law to enter into a contract with Whitteker Environmental Services to provide full service of Township's water testing, weekly inspections, lab fees, annual reports for the Elgin Seniors / Westport Daycare, and legal representation with regards to the MECP (Ministry of Environment Conservation and Parks);

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with Whitteker Environmental Services.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 5th day of August, 2025

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
AGREEMENT**

BETWEEN: The Corporation of the Township of Rideau Lakes
(Hereinafter referred to as "the Township")
OF THE FIRST PART

AND: Whitteker Environmental Services Inc.
(Hereinafter referred to as "the Proponent")
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Township of Rideau Lakes to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Township of Rideau Lakes is desirous of engaging Whitteker Environmental Services Inc. to undertake drinking water testing, sampling, monitoring, inspections, and reporting.

NOW THEREFORE the Township and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in the proposal submitted by the Proponent and dated May 5, 2025 (attached hereto as Schedule 'A'), all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Township, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Township.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of Rideau Lakes, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Township for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Township agrees to pay the Proponent the professional fees and associated disbursements for drinking water testing, sampling, monitoring, inspections, and reporting as per the Proponents proposal dated May 5, 2025 for the grand total of \$59,500.00 (excluding HST). Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Township for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Township hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Township, the Proponent and the Township hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Township's auditor with respect to any financial matters involving business between the Proponent and the Township.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Township as a named insured. A copy of the insurance policy shall be filed with the Township upon the commencement of the Agreement and the Township shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Township upon the commencement of the Agreement.
11. The proponent Whitteker Environmental Services Inc. shall indemnify and hold the Township of Rideau Lakes harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Whitteker Environmental Services Inc., its officers, employees or other persons for whom Whitteker Environmental Services Inc. is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act*, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township of Rideau Lakes receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors

are required to make this information available to the Township and/or the Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Township and shall be surrendered to the Township immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Township.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Township and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this _____ day of _____, 2025.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Arie Hoogenboom, Mayor

(SEAL)

Mary Ellen Truelove, Clerk

"I/We have the authority to bind the Corporation"

Name / Position

"I/We have the authority to bind the Corporation"



4147 Brinston Rd, Brinston, Ontario, K0E1C0

Phone: (613) 648 - 1141

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www.whittek.ca

**Proposal for “Drinking Water Testing, Sampling, Monitoring,
Inspections, and Reporting”
For
“Township Of Rideau Lakes”**

Proposal Presented to:

Steve Holmes

Dated: The 5th day of May 2025

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SECTION A

Pricing

All prices are exclusive of HST.

Elgin Seniors & Westport Daycare

OPTION 1 - Current Service

\$225 per visit. Elgin Seniors is bi weekly and the Westport Daycare is monthly. This includes system inspections, sample collection, and sample delivery to the lab. Elgin Seniors is currently \$5850 annually and the Westport Daycare is currently \$2700 annually.

OPTION 2 - Full Service

Drinking water services as per the requirements outlined in the Safe Drinking Water Act 2002, O. Reg 170/03. We propose to represent the Township Of Rideau Lakes to ensure all compliance is achieved with the Ministry Of Environment Conservation and Parks.

<u>FACILITY</u>	<u>SAMPLING</u>	<u>INSPECTION</u>	<u>May. 1, 2025 - May 1, 2026</u>
Elgin Seniors	Bi Weekly	Weekly	\$9500.00
Westport Daycare	Monthly	Weekly	\$7000.00

Elgin Seniors and Westport Daycare

Sampling, Testing & Administration

- Distribution Water Testing for E.coli and Coliform (Bi Weekly).
- Raw Water Testing for E.coli and Coliform (Monthly).
- Treated Water Testing for Nitrite and Nitrate (Quarterly).
- **Weekly Drinking Water System Inspections.**
- Raw Water Turbidity In House Tests.
- Annual Reports.
- MECP inspections.

Maintenance & Consumables:

- Filters (6 at Elgin Seniors & 2 at Daycare)
- UV Lamp replacements annually (6 at Elgin Seniors & 2 at Daycare)

***Keep in mind this includes all LAB FEES, FILTERS, UV LAMPS, MECP INSPECTIONS, ANNUAL REPORTS for the Elgin Seniors/Westport Daycare, and legal representation with regards to the MECP Safe Drinking Water Act O.Reg 170/03.**

***We will also create a new “Operations & Maintenance Manual”. This will include the following: operator licenses, Engineering Evaluation Reports, well records, sample collection entries, lab results, manuals for the UV and other treatment equipment, and inspection logs as per the Engineering Evaluation Report requirements (McIntosh Perry & WESA).**

Halls, Fire Stations, Parks, Complexes, & Libraries

Sampling & Inspections

<u>FACILITY</u>	<u>SAMPLING</u>	<u>INSPECTION</u>
North Crosby Hall	Monthly	Weekly
Sand Lake Park	3 Per Year	Weekly
Newboro Hall	Every 6 Months	Weekly
Morton Hall	Every 6 Months	Weekly
Elgin Municipal Complex	Every 6 Months	Weekly
Ronald E Holman Complex	Every 6 Months	Weekly
Chantry/Rideau Lakes Twp Office	Every 6 Months	Weekly
Newboro Library	Every 6 Months	Weekly
Delta Athletic Recreation Society DARS	Every 6 Months	Weekly
Kinsmen Rec. Park	Every 6 Months	Weekly
Beverly Centre	Every 6 Months	Weekly
Portland Hall / Library	Every 6 Months	Weekly
Delta Fire Station	Annually	Weekly
Lombardy Fire Station	Annually	Weekly
Red Brick School House	Annually	Weekly

The Total Annual Cost to conduct weekly inspections at the sites noted above and to collect water samples (E.coli & Coliform) with the lab fees and labour included as per the schedule above is **\$43,000 annually**.

***Will add consumables if interested in this option. Roughly \$275/UV Lamp & \$40/Filter*.**

Sampling Only Option

<u>FACILITY</u>	<u>SAMPLING (2025)</u>
North Crosby Hall	Monthly
Sand Lake Park	3 Per Year
Newboro Hall	Every 6 Months
Morton Hall	Every 6 Months
Elgin Municipal Complex	Every 6 Months
Ronald E Holman Complex	Every 6 Months
Chantry/Rideau Lakes Twp Office	Every 6 Months
Newboro Library	Every 6 Months
Delta Athletic Recreation Society DARS	Every 6 Months
Kinsmen Rec. Park	Every 6 Months
Beverly Centre	Every 6 Months
Portland Hall / Library	Every 6 Months
Delta Fire Station	Annually
Lombardy Fire Station	Annually
Red Brick School House	Annually
ANNUAL COST	\$7600.00

\$200 per sample.

*Keep in mind this includes the LAB FEES and the labour to collect and deliver the samples to the lab.

SECTION B

Pricing - General

All work required not included within this proposal will be subject to the following:

Regular Operating Hours - Monday to Friday 8:00am to 4:30pm

Labour & Administration: \$100.00 per hour for the first employee. \$50.00 per hour for each additional employee. The labour rate will commence once the client has requested the work to be completed. In the event of an adverse sample result, the rates will apply once the work commences to resolve the adverse event.

After Hours

Labour & Administration: \$150.00 per hour for the first employee. \$50.00 per hour for each additional employee. The labour rate will commence once the client has requested the work to be completed. In the event of an adverse sample, alarm or any other after hours situation the rates will apply upon the commencement of the work.

SECTION C

Closing Statement

The team here at Whitteker Environmental Services Inc. would like to thank The Township Of Rideau Lakes and Steve Holmes for the business over the years and for the opportunity to provide extended services at your facilities. Your time and efforts are much appreciated. We are available to discuss any questions you may have at your convenience. We look forward to your response.

Respectfully Submitted,

Curtis Whitteker
Whitteker Environmental Services Inc.
whitteker.ca

Date: May 5, 2025

This proposal is valid for 30 days.

To Accept this Proposal please print, sign and date below:

Authorization Representative Name: (Print) _____

Authorization Representative Name: (Sign) _____

Authorization Representative Name: (Date) _____

Fax: (613) 652 - 1991

Email: curtis@whitteker.ca