

**THE CORPORATION OF THE MUNICIPALITY WEST GREY**

**BY - LAW NUMBER 20 -2013**

**BEING**, A by-law to enter into a Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems, between the Municipality of West Grey and American Water Canada Corp.;

**WHEREAS**, the Council of the Municipality of West Grey deems it expedient and in the public interest to enter into the aforementioned Agreement;

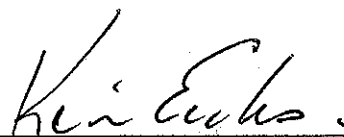
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:**

1. That the Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems, between the Municipality of West Grey and American Water Canada Corp., attached hereto as Schedule "A", and forming part of this bylaw, is hereby approved.
2. That the Mayor and CAO are hereby authorized to sign and seal the said Agreement.
3. That this by-law shall come into full force and effect on the date of passing.

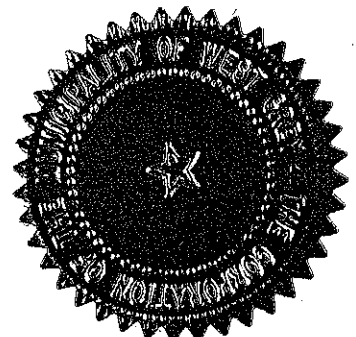
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**READ** a first and second time this 18<sup>th</sup> day of February, 2013.

**READ** a third time and finally passed this 18<sup>th</sup> day of February, 2013.

  
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Mayor – Kevin Eccles

  
\_\_\_\_\_  
CAO – Christine Robinson



**SCHEDULE "A" TO BY-LAW NUMBER 20 - 2013**

**MUNICIPALITY OF**

***West  
Grey***

**SECOND AMENDMENT TO THE OPERATION, MAINTENANCE  
AND MANAGEMENT AGREEMENT FOR THE  
WATER AND WASTEWATER SYSTEMS**

# THE MUNICIPALITY OF WEST GREY

Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems

This Second Amendment ("Second Amendment") to the Operation, Maintenance and Management Agreement ("Agreement") is made as of the \_\_\_\_ day of February, 2013 ("Effective Date").

BETWEEN:

the Corporation of the Municipality of West Grey, a municipal corporation incorporated under the laws of the Province of Ontario  
(hereinafter called the "Owner")

-and-

American Water Canada Corp.  
a corporation incorporated pursuant to the laws of the Province of Ontario  
(hereinafter called "the Contractor")

Contractor and Owner are individually referred to as a "Party" and collectively, as the "Parties".

## RECITALS

**WHEREAS**, the Owner and the Contractor entered into the Agreement on or about January 8, 2008, regarding services to be provided for the Owner's Water and Wastewater Facilities as more specifically set forth in the Agreement; and

**WHEREAS**, the Agreement will naturally expire on February 28, 2013, unless extended by the Parties; and

**WHEREAS**, the Owner and the Contractor desire to amend the Agreement by extending the term for an additional five (5) year Renewal Term and to amend the Agreement to reflect scope of service and corresponding fee modifications.

# THE MUNICIPALITY OF WEST GREY

Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the sufficiency whereof is hereby acknowledged, the Parties agree that the Agreement is hereby amended by this Second Amendment as follows:

1. The Parties confirm that the foregoing recitals are true and correct, and form part of this First Amendment.
2. Any capitalized word or term used, but not defined in this Second Amendment is used as defined in the Agreement.
3. Pursuant to Article 1, Section 1.3, the Parties have agreed to a Renewal Term of five (5) years, commencing March 1, 2013, and expiring at 11:59 p.m. on February 28, 2018, unless earlier terminated or further extended in accordance with the provisions of the Agreement.
4. Article 5, Section 5.4, is amended such that the attendance rate for performing Basic Services outside the Regular Hours is increased to Seventy Canadian Dollars (\$70.00) per hour (as adjusted annually by the Adjustment Factor) plus mileage of the operator.
5. Schedule "B", Basic Services, Part 2, is amended to include the following as a Basic Service:  
  
Conduct internal and external Drinking Water Quality Management System ("DWQMS") audits
6. Schedule "E", Basic Services Fee, is amended such that the Basic Services Fee for each Contract Year of the Renewal Term shall be \$356,000.00 Cdn, plus any applicable adjustments made in accordance with Articles 5, 9 and 15.
7. While the Parties agree to continue the current arrangement regarding the management of sludge hauling and disposal during the Renewal Term, the Parties may negotiate, in good faith, a mutually agreeable alternative for the management and disposal of sludge.
8. All other provisions of the Agreement are unchanged and remain in effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall, to the extent of such conflict or inconsistency, prevail.
9. The undersigned have authority to bind their respective Parties.
10. This First Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

**THE MUNICIPALITY OF WEST GREY**

Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems

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[signatures on next page]

**THE MUNICIPALITY OF WEST GREY**

Second Amendment to the Operation, Maintenance and Management Agreement for the Water and Wastewater Systems

IN WITNESS WHEREOF, the parties have hereunto entered and executed this Second Amendment by their duly authorized representatives, as of the date first above written.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

By: Ken Ecks  
Mayor

By: Christine Robson  
~~Spk~~ Chief Administrative Officer

AMERICAN WATER CANADA CORP.

By: \_\_\_\_\_  
David W. Choate, Vice President of Contract Operations