

BY-LAW NUMBER 19- 41

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Being a By-Law to authorize the execution of a Wastewater Management Agreement between the Corporation of the Township of Clearview and the Corporation of the Town of Collingwood

WHEREAS the Municipal Act, 2001, S.O. 2001 c. 25, as amended, authorizes municipalities to enter into agreements respecting matters within their jurisdiction;

AND WHEREAS it is deemed expedient to enter into an agreement for the continued operation wastewater facilities for the Township of Clearview;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. That the Wastewater Management Agreement form part of this by-law.
2. That the Mayor and Clerk be hereby authorized to execute the Wastewater Management Agreement between The Corporation of the Township of Collingwood and The Corporation of the Township of Clearview for the management of wastewater services in Clearview Township.
3. That this By-Law shall come into force and effect on the date of final passing thereof.

By-law Number 19- 41 read a first, second and third time and finally passed this 8th day of April, 2019.

MAYOR

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

WASTEWATER MANAGEMENT AGREEMENT made as of the ____ day
of _____, 2019

BETWEEN:

The CORPORATION OF THE TOWNSHIP OF CLEARVIEW
(Herein called "Clearview")

and

THE CORPORATION OF THE TOWN OF COLLINGWOOD
(Herein called "Collingwood")

WHEREAS Clearview is the owner of municipal wastewater treatment facilities located in Creemore and Stayner as more particularly described and defined in this Agreement (the "Clearview WW Facilities");

AND WHEREAS Clearview and Collingwood had entered into a Wastewater Management Agreement dated March 3, 2003 which was amended and extended in 2009, 2011, and 2015 wherein the parties had agreed to terms upon which Collingwood would manage the Clearview WW Facilities which expired effective December 31, 2018;

AND WHEREAS Clearview and Collingwood have agreed to continue the management contract wherein Clearview agrees to purchase the services of Collingwood to manage the Clearview WW Facilities for an additional term of four (4) years commencing on January 1, 2019 and ending on December 31, 2022 (the "Term") subject to and in accordance with the terms and provisions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties covenant and agree as follows:

1.0 Definitions

For the purposes of this Agreement, the following terms shall have the respective meanings set out below:

"Capital Expenditures" means any new or replacement equipment; any overhaul or rebuild of equipment; any repair or maintenance which is not reasonably to be considered a day-to-day repair or maintenance; any maintenance of equipment such as monitoring equipment re-calibrations which are not reasonably to be

considered day-to-day re-calibrations; and any alterations such as associated installation, commissioning and pre-selection charges.

“Consumer Price Index” means the Consumer Price Index of Statistics Canada, All Items (Ontario). The cumulative difference between the CPI on the first day of the Term compared to the last day of the twelve month period shall be the inflation adjustment for the months of the next twelve months and so on for the each successive twelve month period of the Term. The calculation for Section 4.00 shall be made as soon as necessary information is available from Statistics Canada and the fees shall be retroactively adjusted to the first day of each twelve month period. In each successive twelve month period, the inflation adjustment shall be added to the fees on a cumulative basis.

“Certificate of Approval” means the Certificate of Approval and any amendments thereto issued by MOECP in respect of the applicable treatment facility the details of which are more specifically referred to in Schedule “A”;

“Clearview WW Facilities” means the collection of plant and pumping station facilities owned by Clearview that are used to treat and carry wastewater in the geographic regions of Creemore and Stayner which are to be maintained by Collingwood pursuant to this Agreement. These include ‘Stayner WWTP’, ‘Stayner Pumping Stations’, ‘Creemore WWTP’ and ‘Creemore Pump Station’.

“Creemore Pump Station (PS)” means the Creemore sewage pump station, not yet constructed, that may come into use during the term of this Agreement to pump wastewater in the geographic region known as Creemore, and as detailed in an approved ECA.

“Creemore WWTP” means the plant facility owned by CLEARVIEW that is currently in use to treat wastewater in the geographic region known as Creemore and which is further described in the Certificate of Approval referred to in Schedule “A”;

“Environmental Compliance Approval or ECA” means the Environmental Compliance Approval and any amendments thereto issued by MOECP in respect of the applicable treatment facility, the details of which are more specifically referred to in Schedule “A”;

“MOECP” means the Ministry of Environment, Conservation and Parks of the Province of Ontario and its successors;

“Operating Authority” means the person or entity that is given responsibility by the owner for the operation, management, maintenance or alteration of the wastewater system;

“Services” shall have the meanings set out in Section 3.00 hereto;

“Stayner Pumping Stations” means the facilities owned by Clearview that are currently in use (Stayner Pumping Station 1, and Pumping Station 2) which are further described in the Certificates of Approval referred to in Schedule “A” or which may come into use during the Term of this Agreement and as detailed in an approved ECA;

“Stayner WWTP” means the plant facility owned by Clearview that is currently in use to treat wastewater in the geographic region known as Stayner and which is further described in the Certificate of Approval referred to in Schedule “A”;

“Uncontrollable Circumstance” is defined as occurrences or circumstances beyond the reasonable control of a party, as further defined in Section 3.06 of this Agreement;

“Unexpected Expenses” means unanticipated expenditures that Collingwood incurs in respect to the Clearview WW Facilities because of equipment failure, unforeseen circumstances, emergency situations (such as overflow or flood), acts of third parties or other circumstances beyond Collingwood’s control.

2.00 Engagement

2.01 Clearview does hereby engage Collingwood to provide the Services and Collingwood does hereby agree to provide the Services throughout the Term for the fees as provided in Section 4.00 and in accordance with the terms as set forth in this Agreement.

3.00 Services

3.01 Collingwood undertakes to supply all certified staff as may be reasonably necessary to provide regular inspection services at and for the benefit of the Clearview to ensure that the Clearview WW Facilities are operated in the manner which complies with the respective Certificate of Approval issued for each of the facilities (the “Services”). Without restricting the generality of the foregoing, these Services shall include:

a) Inspect and Maintain:

Inspection and maintenance of all process equipment associated with the following unit processes at the Stayner WWTP and Stayner Pumping Stations:

- The remote influent pumping station
- Aeration tanks
- Secondary clarifiers
- Chemical addition system
- Air blower room
- Stand-by power
- Wastewater lagoon as to monitor level, and to collect samples as required

- Carry out day to day maintenance of equipment in accordance with the industry standards, together with flow meters, station piping and associated equipment.

Inspection and maintenance of all process equipment associated with the following unit processes associated with the Creemore WWTP

- Influent pumping station
- Screening facility
- Aeration Tanks
- Membrane filtration system
- Disinfection System
- Aerobic digester
- Sludge holding tank
- Air blower room
- Stand-by power equipment
- Carry out all day to day maintenance of equipment in accordance with industry standards, together with flow meters, station piping and associated equipment

(b) Monitoring:

- Collingwood will provide full 24 hours a day / 7 days a week monitoring and response to wastewater treatment plant alarm systems.

(c) Process Control:

- Collingwood will perform all testing and analysis, calculation of plant process control parameters and making operational changes and adjustments as required to ensure optimum operation; order, supply and monitor all chemicals.

(d) Sampling and Testing:

- Collingwood will collect appropriate samples for audit and compliance testing of the wastewater treatment plant and ship them to an accredited laboratory for analysis.

(e) Reporting:

- Maintain operating and maintenance log and report to Clearview quarterly;
- Provide monthly report to Clearview and MOECP as required;
- Provide an annual report to Clearview and MOECP;
- Maintain an inventory of all equipment and tools.
- Submit required reports to Environment Canada under the Wastewater Systems Effluent Regulations.

(f) Testing and Servicing

- Carry out testing and servicing as required by the Certificate of Approval;

- Carry out testing and servicing as required in the Clearview and Wasaga Beach Agreement dated September 2010 and set out in Schedule “B”.

(g) Biosolids Management (Creemore WWTP ONLY)

- Soil sampling
- Sludge analysis
- Haulage
- Site selection and approval

A detailed description of the items which are included in the contract as well as the associated estimated costs, are outlined in Schedule “C”.

3.02 Compliance

Collingwood will act as the Operating Authority for the Clearview WW Facilities and will provide the Services in such a way so as to ensure compliance with:

- Each Certificate of Approval/Environmental Compliance Approval
- Applicable Provincial statutes and regulations

Collingwood will handle day-to-day regulatory requirements and contacts with regulatory authorities in respect of issues concerning the Clearview WW Facilities. Collingwood will review any inspection reports prepared by the regulatory authorities that are provided to Collingwood. Subject to any approvals from Clearview (as set out in section 3.03 below), Collingwood will either correct all deficiencies identified in such inspection reports or negotiate changes with the regulatory authorities.

3.03 Capital Expenditures

Collingwood will facilitate and carry out Capital Expenditures for the Clearview WW Facilities according to the following:

- (a) Not later than November 1st of each year of the Term, Collingwood will provide a report to Clearview in writing as to the Capital Expenditures which it believes to be necessary for the Clearview WW Facilities together with the estimated costs of those Capital Expenditures;
- (b) Clearview shall indicate those Capital Expenditures which it approves in writing and such approval shall constitute the authority of Collingwood to contract as agent of Clearview for the supply of the Capital Expenditures in the name of and for the account of Clearview in accordance with the approval.

3.04 Emergencies

Collingwood will supply a contingency plan to react to emergency situations such as bypasses, overflows and equipment failures. Collingwood may

temporarily cease to provide or reduce the level of Services due to any Uncontrollable Circumstances. If practicable, Collingwood will try to give Clearview reasonable advance notice. In any event, Collingwood will notify Clearview of the situation as soon as possible.

3.05 Future Wastewater System Facilities Expansion

When Clearview amends its engineering standards relating to wastewater facilities, equipment, or design, Collingwood will be consulted and provide expert advice, as the operators with detailed knowledge on existing facilities. This assistance will be outside the Services, and any fees will be determined between the parties prior to commencing.

3.06 Performance of Service

- a) Collingwood shall deliver the Services in compliance with all applicable environmental laws, except as described in Paragraphs 3.06 (b) and (c) below and in any of the following circumstances:
 - I. Clearview not making the major maintenance expenditures and/or not undertaking the Capital Expenditures reasonably recommended by Collingwood;
 - II. failure of Clearview to meet its responsibilities specified in this Agreement;
 - III. failure of any equipment at any of the Clearview WW Facilities, unless the failure is due to Collingwood 's negligence;
 - IV. the wastewater transmitted to either wastewater treatment facility for treatment contains contaminants or other substances which cannot be treated or removed by the facility treatment processes;
 - V. the wastewater transmitted to either wastewater treatment facility for treatment does not meet the requirements of Clearview's sewer use by-law or any environmental law;
 - VI. the quantity or quality of wastewater transmitted to either wastewater treatment facility exceeds the facility's design or operating capacity;
 - VII. operational upset conditions caused by the acceptance of septage;
 - VIII. unavailability of approved lands for the application of sludge.
- b) Collingwood may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. Collingwood shall, when practicable, try to give the Clearview reasonable advance notice of any such occurrence.
- c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by Collingwood, shall not constitute default under this Agreement or give rise to any claim for damages suffered by Clearview if and to the extent caused by occurrences or circumstances beyond the reasonable control of

- Collingwood (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 3.06(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- d) Clearview recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, Collingwood's primary concern will be to use all reasonable efforts to maintain the Clearview WW Facilities in compliance with environmental laws and that Collingwood may be required to correct a deficiency or deal with the emergency situation without obtaining Clearview's prior approval. Should such a situation arise, Collingwood shall advise Clearview as soon as reasonably possible and shall provide as much information as possible to Clearview and will work with Clearview to ensure the emergency situation is appropriately addressed.

4.00 Fees

- 4.01 The fees for Services will be based on a Cost Plus Basis, as per Schedules "C" and "D", where Clearview will pay to Collingwood monthly payments based on invoices for the actual services provided to the Clearview WW Facilities for the Term, commencing on January 1, 2019 and continuing until and including December 31, 2022. The Fees shall be increased annually on the anniversary of the effective date of this Agreement by an amount that is the greater of two and a half (2.5) percent per annum or the increase in the Consumer Price Index. Harmonized Sales Taxes, if applicable and any additional taxes imposed during the Term shall be paid in addition to the Fees.

5.00 Expenses of Clearview

- 5.01 Clearview shall pay all additional expenses, charges and costs related to the ownership and operation of the Clearview WW Facilities over and above those expenses, charges and costs which are reasonably attributable to the Services to be supplied by Collingwood. For greater certainty and without limiting the generality of the foregoing, Clearview shall be responsible to pay or to reimburse Collingwood for the following:
- (a) Capital Expenditures for the Clearview WW Facilities;
 - (b) Unexpected Expenses not otherwise reasonably contemplated to form part of the Services;
 - (c) All energy costs including: the cost of gas, electricity, water and fuels used for the Clearview WW Facilities;
 - (d) municipal taxes and levies of any nature;

- (e) Those costs which become necessary by reason of any change in:
 - Certificates of Approvals
 - Provincial statutes or regulations
 - MOECP directions
 - Municipal regulations or directions;
- (f) Costs which are attributable to increases in the flows;
- (g) Costs of expansion or alteration to the Clearview WW Facilities;
- (h) Any other cost incurred by Collingwood to respond to situations which are reasonably beyond the scope of the Services as herein provided;
- (i) Yard piping, grounds, lagoons, waste disposal system and building maintenance.

A detailed description of further items which will not be included in the contract are more particularly outlined in Schedule "E". These items will be performed by third parties, and the related costs will be charged back to Clearview.

6.00 Term

6.01 The term of this Agreement shall be for 4 years commencing on the 1st day of January 2019 and concluding on the earlier of the 31st day of December 2022 or such other date as this Agreement is terminated according to Section 6.02.

6.02 Either party may terminate this Agreement for any reason on a date which is twelve months after delivery of written notice to the Chief Administrative Officer of The Corporation of the Township of Clearview or Chief Administrative Officer of The Corporation of the Town of Collingwood at the offices of that party.

6.03 This Agreement may be terminated in the event that:

- (a) there has been a material breach of the Agreement; and
- (b) the party complaining of the breach has given written notice of the breach to the other party; and
- (c) the party does not correct the breach within thirty days of receiving notice or, if such breach is not capable of being corrected within the thirty days despite reasonable efforts, the party required to correct the breach does not promptly commence and continue in good faith to correct the breach and provide a time frame within which the breach shall be corrected by

notice in writing to the party complaining of the breach which extended time frame is accepted by that party in writing.

If after the thirty days referred to in paragraph (c) have expired (or such longer time frame accepted as applicable) the breach has not been corrected, the party complaining of the breach, may forthwith terminate this Agreement by giving written notice to such effect.

If either party disputes the existence of a breach or that the breach is material, the dispute may be referred to arbitration under Section 11.00 of this Agreement and the rights of termination shall be suspended until determination is made by the arbitrator pursuant to that Section.

7.00 Insurance

7.01 Clearview shall provide at its expense:

- (a) "All Risks" property insurance, including earthquake and flood on buildings and equipment situated within 1000 feet of the premises including pumping stations at replacement value with \$10 million sub limit on extra expense coverage and six weeks sub limit on Interruption by Civil Authority;
- (b) Boiler and Pressure Vessel Insurance with \$10 million per loss;
- (c) Comprehensive General Liability Insurance covering third party liability for property damage and/or bodily injury with \$10 million per occurrence;

7.02 Collingwood shall provide at its expense:

- (a) Comprehensive General Liability Insurance with Clearview as a named insured at the Clearview WW Facilities covering third party liability for property damage and/or bodily injury caused by negligence arising out of Collingwood's operations with \$10 million per occurrence;
- (b) Automobile insurance for its employees to cover automobile liability accident benefits to a maximum of \$2 million, collision and comprehensive.

8.00 Indemnity

8.01 Collingwood shall indemnify Clearview in respect of any liability, claim or expense that arises from the negligence, breach of contract, statute or regulation or willful misconduct of Collingwood when performing the Services.

8.02 Clearview shall indemnify Collingwood in respect of any liability, claim or expense in relation to the Services except where the liability, claim or expense arises from Collingwood's negligence or willful misconduct when performing the Services.

8.03 The indemnity provided by each of the parties covers not only each party but also extends to the Members of Council, officers, directors, employees, and agents of that party. Each party shall be deemed to hold such extended indemnity in trust for its Members of Council, officers, directors, employees and agents as third party beneficiaries under this Agreement.

9.00 Independent Contractor

9.01 When performing the Services or any other activity contemplated by this Agreement, Collingwood shall act as an independent contractor and neither Collingwood nor its employees, agents or subcontractors shall be subject to the control or direction of Clearview except as expressly stated herein.

10.00 Authority and Compliance

10.01 Clearview represents that it has the power and authority to enter into and carry out all of its obligations under this Agreement and that it has passed all by-laws and obtained all approvals necessary to enable it to enter into and perform this Agreement.

10.02 Collingwood represents that it has the power and authority to enter into and carry out all of its obligations under this Agreement and that it has obtained all approvals necessary to enable it to enter into and perform this Agreement.

11.00 Arbitration

11.01 If a dispute arises between Clearview and Collingwood which they are not able to resolve within a reasonable time, the issue shall be determined by a sole arbitrator appointed by mutual agreement. If Clearview and Collingwood cannot agree on arbitrator, the issue shall be determined by a panel of three arbitrators: one arbitrator shall be appointed by Clearview and a second arbitrator shall be appointed by Collingwood. These two arbitrators shall appoint a third who shall chair the arbitration. The determination of the sole arbitration or a majority of the arbitration panel shall be final and binding upon the parties and cannot be appealed.

11.02 The arbitration shall be governed by the *Arbitrations Act* of Ontario.

12.00 Other

12.01 This Agreement together with any other documents to be delivered pursuant to this Agreement constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document delivered pursuant to this Agreement. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by the parties.

- 12.02 If any provision or covenant of this Agreement is found to be invalid by a court of competent jurisdiction, it shall be severed from this Agreement without affecting the validity of that which remains.
- 12.03 This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, by their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 12.04 This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument. The parties hereto agree that this Agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile, email or such similar device will be treated as binding as if original and each party undertakes to provide to the other party hereto a copy of the Agreement bearing original signatures forthwith upon demand.

[Signature page to follow}

IN WITNESS WHEREOF the parties have executed this Agreement by the respective officers duly authorized in that regard.

Signed, Sealed and Delivered:

**THE CORPORATION OF THE
TOWNSHIP OF CLEARVIEW**

Per: _____
Mayor

Per: _____
Director of Legislative Services/Clerk
(We have authority to bind the Corporation)

THE CORPORATION OF THE TOWN OF COLLINGWOOD

Per: _____
Mayor

Per: _____
Director of Legislative Services/Clerk
(We have authority to bind the Corporation)

SCHEDULE A

CERTIFICATES OF APPROVAL / ECA'S

SCHEDULE B

The following is taken directly from the existing agreement between The Corporation of the Township of Clearview and The Corporation of the Town of Wasaga Beach dated 2010 and specifies the protocol to be followed for the Township compliance with the Town of Wasaga Beach operating parameters for their wastewater collection system, into which Township wastewater is accepted via Stayner Pump Station 2.

SAMPLING PROTOCOL AND FREQUENCY **(from Clearview / Wasaga Beach agreement)**

Clearview shall carry out the following monitor program:

1. All samples and measurements are to be taken at a time in a location characteristic of the quality and quantity of the influent stream over the time period being monitored. The location will be at the Clearview Pumping Station.
2. For the purposes of this condition, the following definitions apply:
 - a) weekly means once each week
 - b) monthly means once every month
3. Samples shall be collected at the following sampling points, at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded:

Table 3 – Influent Monitoring

| Parameters | Sample Type | Frequency |
|-------------------------|--------------------|------------------|
| BOD | Composite | Monthly |
| Total Suspended Solids | Composite | Monthly |
| Total Phosphorus | Composite | Monthly |
| Total Kjeldahl Nitrogen | Composite | Monthly |

The temperature and pH of the influent will be taken at the frequency set above.

4. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:
 - a) the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended from time to time by more published editions;

- b) the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions;
 - c) the publication "Standard Methods for the Examination of Water and Wastewater", as amended from time to time by more recently published editions.
5. Clearview shall install and maintain continuous flow measuring device(s), to measure the flow rate of the influent with an accuracy to within plus or minus 15 per cent (+1- 15%) of the actual flow rate for the entire design range of the flow measuring device, and record the flow rate at a daily frequency.
 6. The Sampling Protocol and Frequency may be amended from time to time as dictated by the Certificate of Approval for the Wasaga Beach Water Pollution Control Plant or through mutual agreement between Wasaga Beach and Clearview to assist in the operations at the water Pollution Control Plant.

SCHEDULE C

ITEMS INCLUDED WITHIN THE CONTRACT

| Item | Description | Approximate Annual Value |
|--|--|---------------------------------|
| Chemicals | Alum, Citric, Hypo | \$48,000 |
| Contracted Services | Generator PM, outside contractors, wet well cleaning | \$13,500 |
| Alarms | Compusolve, Alarm Services, | \$ 6,300 |
| Outside Laboratory | Third Party lab services | \$42,000 |
| Laboratory Equipment and Supplies | Lab consumables. | \$1,000 |
| Repairs and Maintenance Equipment and Building | Oils, Belts, Filters, Bearings, Grease, UV Bulbs | \$32,000 |
| Janitorial Supplies | | \$250 |
| Biosolids Handling | Creemore only | \$35,000 |
| Reporting | All legislated and non-compliance reports including MOECC, federal and year end | |
| Sundry | | \$350 |
| Labour | 25 hours per week in Stayner, 40 hours per week in Creemore, 10 hours per week in house laboratory | \$214,500 |
| Mileage | | \$12,000 |
| Administrative Fee | | 7% |

SCHEDULE D

FEE SCHEDULE FOR WORK OUTSIDE OF SECTION 3.00 - SERVICES

| Service | Rate |
|---|-----------------|
| Certified Wastewater Treatment Operator | \$ 55.00/ hr |
| Call out (minimum 3 hrs) and overtime | Time and a half |
| Mileage | \$0.55/km |

SCHEDULE E

ITEMS EXCLUDED FROM THE CONTRACT

- Work resulting from Generator PM inspections
- Calibration of flow metering
- Vibration testing (blowers and inflow? pumps)
- Thermographic inspections
- Hydro servicing
- Water servicing
- Natural gas servicing
- SCADA licensing, support and upgrades
- Biosolids handling – Stayner
- Pest control – Creemore
- HVAC maintenance
- Lab equipment
- Gas monitoring equipment calibration
- Lifting equipment and accessory inspections
- External contractors used to main capital Facilities
- Inspection of backflow prevention equipment