

The Corporation of the Municipality of Brockton



By-Law 2024-099

Being a By-Law to Amend the Municipality of Brockton's Agreement with Veolia Water Canada Inc.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25, Section 5(1)*, as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25, Sections 8, 9 and 11* as amended, authorizes Municipalities to pass by-laws to enable them to govern their affairs and to respond to municipal issues.

And Whereas Veolia Water Canada Inc. is in the business of providing operation and maintenance services for water and wastewater facilities.

And Whereas the Corporation of the Municipality of Brockton is the owner of the Walkerton water supply and distribution system, the Lake Rosalind water supply and distribution system, the Power Subdivision (Chepstow) water supply and distribution system and the Walkerton Wastewater Treatment Plant and the Walkerton Sewage Collection System hereinafter referred to as the "facilities".

And Whereas the Council of the Corporation of the Municipality of Brockton entered into an operations and maintenance agreement with Veolia Water Canada Inc., referred to herein as "Veolia" on September 10, 2016 as per By-Law 2016-025, and further amended the agreement on November 10, 2020 as per By-Law 2020-128;

And Whereas the Corporation of the Municipality of Brockton wishes to amend and extend the Agreement with Veolia;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Corporation of the Municipality of Brockton amend the Services Agreement with Veolia for operating and maintenance services for the facilities attached hereto as Schedule "A" to this By-Law and forming an integral part thereof and;
- 2.0 That the Mayor and Clerk be and are hereby authorized on behalf of the Corporation of the Municipality of Brockton to execute the attached Agreement as well as any other related documents and;
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 That By-Laws 2016-025 and 2020-128 be hereby amended.
- 5.0 This By-Law may be cited as the "Amend Veolia Services Agreement Renewal By-Law".

Read, Enacted, Signed and Sealed this 26th day of November, 2024.

Original Signed By
Deputy Mayor – Kym Hutcheon

Original Signed By
Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

**Renewal and Amendment Agreement to
Services Agreement for the Operation, Maintenance and Management
of the Water and Wastewater Systems**

Amendment Effective Date: December 1, 2024

Name:	Veolia Water Canada, Inc.	The Corporation of the Municipality of Brockton

THIS RENEWAL AND AMENDMENT AGREEMENT is entered into between the Supplier and the Municipality, as designated above, pursuant to the Services Agreement for the Operation, Maintenance and Management of the Water and Wastewater Systems made as of July 1, 2016 and amended on June 30, 2021 (the "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. AMENDMENT

1. Section 2.7 Compliance Responsibility is hereby amended by the addition of the following sentence:
"For further clarity, objectives, including the Health Canada objective on PFAS in drinking water, is not considered a directive and is excluded from the application of this Agreement and the definition of Applicable Laws."
2. Section 2.8 of the Agreement is hereby deleted and replaced by the following (changes underlined for ease of reference only)

" 2.8 Performance Guarantees

The Supplier shall operate and maintain the Wastewater Treatment Facilities to produce wastewater effluent ("Wastewater Effluent") meeting the specifications set out in Schedule 2.8(b) (the "Wastewater Performance Guarantee"). Subject to Schedule 3.2(a)(vi) (Scope of Municipal Services), the Supplier's obligation to comply with the Wastewater Performance Guarantee shall be contingent upon the Municipality providing wastewater influent ("Wastewater Influent") which (i) meets the Wastewater Influent Specifications in Schedule 2.8(b); (ii) does not contain Abnormal Substances, (iii) which is compliant with the Applicable Laws. If the Municipality provides non-compliant Wastewater Influent, the Supplier shall have the right to reject such influent. Furthermore, if the Wastewater Influent does not meet specifications, contains Abnormal Substances or is not compliant with Applicable Laws, then (i) unless the specifications are due to a non-compliance with Applicable Laws, the Supplier shall use commercially reasonable efforts to treat such Wastewater influence and comply with the Wastewater performance Guarantee, but the Supplier shall have no responsibility or liability to the Municipality or any third parties in the event that the Supplier does not meet the wastewater performance guarantee and; (ii) the Municipality shall continue to make all required payments to the Supplier, and shall further pay those additional amounts reasonably requested by the Supplier so that the Supplier may exercise reasonable commercial efforts to meet the Wastewater Performance Guarantee; and (iii) The Supplier shall provide the Municipality and relevant authorities with pertinent influent and effluent information and data

reporting. Where applicable, the Municipality shall report to relevant authorities and/or consumers in compliance with any Applicable Laws. In the event the Wastewater Influent is not compliant with Applicable Laws, the Supplier shall have a right to terminate as per the terms of the Termination for Convenience under section 12.2.

3. Section 2.9 Representations and Warranties of Supplier is hereby amended by the addition of the following sentence:

“ THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OF SUPPLIER. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SUPPLIER VEOLIA AND WAIVED BY MUNICIPALITY.

4. Section 2.10 (Change of law) of the Agreement is hereby deleted and replaced by the following:

a) The Supplier shall make all commercially reasonable efforts to comply, within the existing cost structure of the Services, with Changes of Law provided, however, such Change of Law does not require a modification or expansion of the Services. In the event that a Change of Law requires that the Services be modified or expanded, the Parties will work together to identify the required changes to the Facilities and/or the operation of the Facilities in order to ensure full compliance with the Change of Law.

b) In the event of any change in applicable laws that impacts the Supplier’s abilities or cost to perform its obligations under this Agreement or in respect of any substances or contaminants which the Supplier is not designed to treat and/or capable of treating to meet the performance Guarantee as described in Schedule 2.8 (a) and (b), the parties shall renegotiate in good faith to amend this agreement as necessary to comply with the new legal requirements.

If the Parties are unable to reach an agreement on such amendments within ninety (90) days of the initial notice of the change in law and if such change renders performance of the agreement illegal and Commercially impracticable as described in paragraph (b) of this clause, either party may terminate this agreement by providing another ninety(90) days prior written notice to the other party. Any termination under this particular provision shall be without penalty and each party shall bear its own costs associated with such termination

5. Section 4.2(a) of the Agreement is hereby deleted and replaced with the following (changes underlined for ease of reference only):

“ The Municipality may, subject to 4.2(b), extend the Initial Term or any renewal term for another five (5) year term (the “Renewal Term”), provided that the Municipality shall provide notice to the Supplier of such proposed extension at least six (6) months before the expiry of the Initial Term or the then current Renewal Term. Should the Municipality elect not to extend the Agreement beyond the then current Renewal Term, the Municipality shall pay to the Supplier, no later than the last day of the then current Renewal Term, an amount equal to all of the Supplier’s demobilization costs.”

6. Section 4.3(a) of the Agreement is hereby deleted and replaced with the following (changes underlined for ease of reference only):

“4.3 Annual Price for Renewal Term

- (a) Subject to any adjustment made pursuant to other provisions of the Agreement, the Municipality shall pay the Supplier for providing the Services a price for each Year of the Renewal Term in the following amounts (the “**Annual Price**”):
- (i) for the first Year from (July 1, 2025): **eight hundred and forty eight thousand, four hundred and thirty three (\$848,433)**;
 - (ii) for the subsequent Years of the Renewal Term: **The previous year’s price** plus an adjustment for inflation calculated as described in this Article 4.3(b).
 - (iii) In addition and concurrent to the inflation adjustment, effective July 1, 2026 an additional increase of \$40,000 to the Annual Price shall be added with respect to increased water and wastewater chemical costs.
 - (iv) In addition and concurrent to the inflation adjustment, effective July 1, 2026, an amount of \$0.025 per gallon for "Imported Waste" that is hauled to the Walkerton Wastewater Treatment Plant shall be paid to the Supplier. Imported waste shall be defined as any waste hauled to the facility, including but not limited to, septage and leachate but excluding leachate hauled from the Walkerton/Hanover Landfill site.

The Supplier shall use the Statistics Canada Consumer Price Index, All Items Ontario (“CPI”) to calculate the inflation adjustment. The percentage difference between the CPI during March of the previous Year as compared to the CPI of March of the current Year shall be the inflation adjustment for the following Year.”

7. Section 10.2(c)(i) of the Agreement is hereby deleted and replaced by the following (changes underlined for ease of reference only):

- “(i) Breakdown Maintenance for projects under \$7,000 per project (up to a maximum annual aggregate of \$34,994, which amount shall be adjusted for inflation each Year of the Renewal Term calculated as described in Article 4.3(b)), shall be deemed to come within the scope of the Services and shall be funded by the Supplier, provided, however, that before proceeding with any Breakdown Maintenance, the Supplier shall consult with the Municipality.

8. Section 9.1 Indemnification of the Municipality deleted and replaced with the following:

(a) Supplier releases and shall indemnify and hold the Municipality, its Affiliates, its directors, officers, councillors employees, and agents and subcontractors harmless from and against any and all third party Claims which may be suffered or incurred by, brought against or be charged to or recoverable from the Municipality, Affiliates its directors, officers, employees, and agents to the extent that such Claim arises from the negligent or wilful misconduct of the Supplier.

Such indemnity shall not apply in respect of any Claim against the Municipality, its directors, officers, employees and agents:

(i) to the extent that such Claim is due to or arises from a condition of the Facilities, including without limitation the environmental condition of the property on which the Facilities are situated and non-compliance of the Facilities with Applicable Laws, which existed prior to the term of this Agreement.

(ii) to the extent that such Claim is caused by any negligent act, wilful misconduct, error or omission, default, breach of warranty or misrepresentation of the Municipality, its employees and agents; or

(iii) to the extent that such Claim is caused by a third party.

9. Section 9.4 Limitation on Damages of the Agreement is hereby deleted and replaced by the following:

(a) Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of the Supplier to the Municipality arising out of the Services provided hereunder shall not exceed the aggregate fees paid in any calendar year hereunder provided that Intellectual Property infringements and breaches of confidentiality

shall be excluded from the aggregate limit of damages set out herein;

(iii) UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE LIABLE TO THE MUNICIPALITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

(b) Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of the Municipality to the Supplier shall be as follows:

(i) for direct contract damages in relation to this Agreement, the aggregate liability of the Municipality shall not exceed one half of the Annual Price to the Supplier for any single calendar year of the Agreement provided that the foregoing limitation shall not apply in respect of liabilities resulting from any breach by the Municipality to make payments when due;

(ii) for tort, product liability, indemnity, contribution, Municipality's strict liability or any other legal or equitable theory other than direct contract damages, the aggregate liability of the Municipality shall not exceed ten million dollars (\$10,000,000), provided that Intellectual Property infringements, PFAS non compliance, and breaches of confidentiality shall be excluded from the aggregate limit of damages set out herein.

(iii) UNDER NO CIRCUMSTANCES SHALL THE MUNICIPALITY BE LIABLE TO TI-IE SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

10. Schedule 2.1(a) (Description of the Facilities) is deleted in its entirety and replaced by Schedule 2.1(a) attached hereto (one change underlined for ease of reference).

11. Schedule 2.4 (Supplier Rate Schedule for Excluded Services) is deleted in its entirety by Schedule 2.4 attached hereto.

II. RENEWAL

12. The Initial Term of the Agreement is hereby extended from July 1, 2021 to June 30, 2031 pursuant to Section 4.2(a) of the Agreement.

Except as expressly modified above, all provisions of the Agreement remain unchanged, without novation, and shall remain in full force and effect.

In the event of a conflict or inconsistency between the provisions of the Agreement and the provisions of this Renewal and Amendment Agreement, the provisions of the latter shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Renewal and Amendment Agreement effective as of the Amendment Effective Date designated above, irrespective of the date of signature.

Veolia Water Canada, Inc.:

By: Original Signed By
Name: Marco Fontana Giusti
Title: VP Municipal Services

**The Corporation of the Municipality of
Brockton:**

By: Original Signed By
Name: Chris Peabody
Title: Mayor

By: Original Signed By
Name: Fiona Hamilton

Title: Director of Legislative and Legal Services (Clerk)

Schedule 2.1(a)

Description of the Facilities

Defined terms set out below but not defined in this Schedule 2.1(a) shall have the meaning ascribed to such terms in the main body of the Agreement. In the event of any inconsistency between the terms of this Schedule 2.1(a) and the terms of the main body of the Agreement, the later shall govern.

For the purposes of this Agreement, the Facilities are described generally as follows:

(i) Walkerton Wastewater Collection, Treatment, and Disposal System

Site Location:

The street address of the Walkerton Wastewater Treatment Plant is as follows:

300 Durham Street West
Walkerton, ON
Municipality of Brockton
County of Bruce

The address of the Fischer Dairy Lift Station is as follows:

53 Fischer Dairy Road
Walkerton, ON
Municipality of Brockton
County of Bruce

General Description of facility:

The Walkerton Wastewater Treatment Plant consists of a conventional activated sludge treatment plant with a nominal design capacity of 7,560 m³/d, including the following additional processes: a continuous phosphorus removal system using ferric chloride, seasonal effluent disinfection using chlorine gas, a two-stage anaerobic digester and process sludge storage system, and two (2) auxiliary storage tanks which can be used to permit the controlled feed of high-strength wastewater into the plant. Treated effluent is discharged to the Saugeen River. The sewage collection system consists of an extensive system of service connections, sewers and maintenance ports located in Walkerton. There are two inverted siphon sewer crossings of the Saugeen River. There is one (1) sewage pumping station located on the wastewater treatment plant site, a Sewage Lift Station, and associated monitoring and control equipment that was constructed in 2020.

Existing Works:

- Raw Sewage Pumping Station equipped with one (1) coarse bar screen, and three (3) pumps
- Standby Power System consisting of one (1) 300 kW generator with the capability to run off of natural gas, or a blend of natural gas and bio-gas

- Inlet Works consisting of one (1) mechanical step screen, and one (1) aerated grit tank rated at 28,388 m³/d
- Primary Clarification System consisting of three (3) primary clarifiers and two (2) sludge pumps
- Aeration system consisting of two (2) aeration tanks equipped with 30 HP mechanical surface aerators and air diffuser, and two (2) aeration tanks equipped with 40 HP mechanical surface aerators and three (3) air blowers
- Secondary Clarification System consisting of four (4) secondary clarifiers, two of which are equipped with floating siphon sludge collectors, and three (3) return activated sludge pumps
- Disinfection system consisting of (2) UV systems. (1) duty and (1) standby.
- An Outfall Sewer consisting of 102 m of 750 mm diameter outfall sewer pipe branching into a 10.4 m long (approximate) 610 mm diameter outfall pipe and a 19.5 m long (approximate) 510 mm diameter outfall pipe discharging to the Saugeen River
- Flow Measurement System consisting of one (1) electromagnetic flow meter for influent measurement and one (1) Parshall flume for final effluent measurement
- Phosphorus Removal System consisting of two (2) ferric chloride dosing pumps and one 27 m³ chemical storage tank
- Anaerobic Digestion System consisting of a control building with one (1) SWD fixed cover conical bottom anaerobic sludge digester equipped with a gas mixing recirculation system, one fixed roof SWD anaerobic digester equipped with a gas mixing recirculation system, one (1) digester sludge recirculating pump, and one (1) gas compressor
- Sludge Storage facilities consisting of one (1) SWD sludge storage tank equipped with a coarse bubble diffused aeration system and two (2) 10.5 kW rail-mounted propeller sludge mixers
- Plant Control Building housing three (3) air blowers, three (3) activated sludge pumps, two (2) raw sludge pumps, one (1) sludge recirculating pump, one (1) hot water boiler, one (1) tube-in-tube sludge heater, chlorination equipment, washroom, office and laboratory
- A System of Appurtenances and Controls consisting of piping, heating, ventilation, electrical, instrumentation and control systems to operate the plant

(ii) Walkerton Water Supply, Treatment, and Distribution System

Site Location:

The street and legal address of the Walkerton Water Treatment Plant (Well 7 and 9) and the Well 6 Distribution Monitoring Station is as follows:

1244 Bruce Road #3
Part of Lot 6 and 7, Concession 1 NDR
Former Brant Township
Municipality of Brockton
County of Bruce

The legal address of the Walkerton Water Tower and Walkerton Booster Station is as follows:

Lot #12 (Plan 105)
Wallace Street
Walkerton, ON
Municipality of Brockton
County of Bruce

The legal address of the Brockton Water Tower and Brockton Booster Station is as follows:

Part of Lot #25 (Plan 38)
Cunningham Road
Walkerton, ON
Municipality of Brockton
County of Bruce

The address of the proposed Walker West Booster Station is as follows:

135 Devinwood Avenue
Walkerton, ON
Municipality of Brockton
County of Bruce

General Description of facility:

The Walkerton Water Supply and Distribution System is a groundwater based water system consisting of two (2) supply wells and associated buildings and equipment including an ultraviolet (UV) disinfection system, chlorination system, surge suppression tank, standby diesel generator, water distribution piping network, two (2) elevated storage facilities, three (3) water booster pumping stations, and associated monitoring and control equipment.

Existing Works:

- Well 7: a 381 mm diameter drilled well approximately 76.2 m deep, equipped with a lines-shaft vertical turbine pump delivering 56.8 L/s at a TDH of 55.0 m
- Well 9: a 350 mm diameter drilled well equipped with a submersible pump rated at 56.8 L/s delivered at a TDH of 55.0 m, located near Well 7 and connected to water treatment plant by a 200 mm diameter supply line
- Well 6: an observation and monitoring well located approximately 150 m from the water treatment plant on the same property; building used as a distribution system monitoring

station equipped with a continuous free chlorine analyzer, well used for groundwater monitoring only

- A Water Treatment Plant recently upgraded to utilize a primary disinfection system consisting of ultraviolet disinfection equipment including:
 - Two (2) 300 mm diameter UV reactors (one duty, one standby), on-line UV transmittance sensors, UV intensity monitoring sensors, automatic cleaning system and associated controls, instrumentation and appurtenances,
 - One (1) secondary disinfection system consisting of a 9.0 kg/d rated gas chlorinator, chlorine analyzer, chlorine leak detector and associated pumps and controls
 - One (1) baffled chlorine contact tank located at Well 7
 - Two (2) 37.3 kW high-lift pumps (one duty, one standby), each rated at 57.9L/s connected from the high-lift pumps to a 350 mm diameter distribution main,
 - One (1) 100 kW diesel standby power generator
 - Two (2) water towers to provide storage and pressure
 - One (1) booster pumping station located at the Brockton Water Tower site
 - One (1) booster pumping station located at the Walkerton Water Tower site

(iii) Lake Rosalind Water Supply, Treatment, and Distribution System

Site Location:

The street and legal address of the Lake Rosalind Water Treatment Plant is as follows:

442 Lake Rosalind Road #4
Part of Lot 68, Concession 3 NDR
Former Township of Brant
Municipality of Brockton
County of Bruce

General Description of facility:

The Lake Rosalind Water Supply and Distribution System services Lots 67, 68, and 69, Concession 3 in the former Township of Brant. This system has a rated capacity of 80 L/min and services approximately 68 homes. Two (2) groundwater wells supply water to a 91 m³ reservoir. Wells in operation are: Well 1 and Well 3. The distribution system is served by approximately 1,200 m of 100 mm diameter (4" nominal) PVC watermain. Raw water is disinfected prior to entering a cartridge filtration system, which then enters a chlorine contact chamber before flowing into the reservoir. The raw water pumps are activated based on reservoir level. Treated water is pumped from the reservoir by high-lift pumps to the distribution system via a series of pressure retention tanks, which serve to maintain system pressure. Flow rate and volume pumped is recorded by a flow meter installed on the piping system.

Existing Works:

- Well 1: a dug well approximately 3 m deep equipped with a jet pump having a capacity of 0.35 L/s.
- Well 3: a 200 mm diameter drilled well approximately 22.9 m deep equipped with a submersible pump rated at 1.28 L/s.
- One (1) air relief valve on the distribution system
- A water treatment plant (pump house) containing:
 - Two (2) cartridge filtration systems (one duty one standby)
 - Two (2) liquid chlorine (sodium hypochlorite) metering pumps (one duty, one standby)
 - One (1) 190 L chemical storage tank
 - One (1) 30.1 m³ in-ground chlorine contact chamber
 - One (1) 91.0 m³ concrete reservoir located under the pump house
 - Two (2) submersible high-lift pumps rated at 5.3 L/s each
 - Six (6) steel hydro-pneumatic pressure retention tanks
 - One (1) continuous free chlorine residual analyzer
 - One (1) continuous turbidity analyzer
 - One (1) 50 mm diameter flow meter/totalizer
 - One (1) 56 kW standby diesel generator

(iv) Chepstow Water Supply, Treatment, and Distribution System**Site Location:**

The legal address of the Chepstow Water Treatment Plant is as follows:

51 John Street
Part of Lot 7, Concession 7
Former Township of Greenock
Municipality of Brockton
County of Bruce

General Description of facility:

The Chepstow Water Supply and Distribution System supplies water from a groundwater source to the Powers Subdivision in the former Township of Greenock. This system has a rated capacity

of 2.21 L/sec and services approximately 19 homes. One groundwater well supplies water to the pump house. The water treatment system consists of cartridge filtration, and a two stage disinfection system that contains UV disinfection and chlorination.

Existing Works:

- One 150 mm diameter drilled well approximately 57 m deep equipped with a 3 HP, 230 V submersible pump rated at 2.21 L/s
- A water treatment plant (pump house) containing:
 - Two (2) cartridge filtration systems (one duty, one standby)
 - An ultraviolet disinfection system consisting of two (2) UV reactors (one duty, one standby)
 - One (1) 50 mm diameter magnetic flow meter
 - Four (4) 455 L hydro-pneumatic pressure retention tanks
 - Two (2) chlorine metering pumps (one duty, one standby)
 - Two (2) 23 L sodium hypochlorite solution tanks (one duty, one standby)
 - One (1) continuous free chlorine analyzer
 - One (1) continuous turbidity analyzer

(v) Community Centers

Site Location:

The address of the Community Centers are as follows:

Bradley Community Center
1682 Sideroad 5
Municipality of Brockton
County of Bruce

Elmwood Community Center
38 Concession 10
Elmwood, Ontario
Municipality of Brockton
County of Bruce

Cargill Community Center
999 Brant Line
Cargill, Ontario
Municipality of Brockton
County of Bruce

General Description of facilities:

- Each facility is a drinking water system that is regulated by O. Reg 319/08 (Small Drinking Water Systems)

Existing Works:

- Each facility consists of cartridge filtration system and an Ultra Violet Disinfection system

Schedule 2.4
Supplier Rate Schedule for Excluded Services

Defined terms set out below but not defined in this Schedule 2.4 shall have the meaning ascribed to such terms in the main body of the Agreement.

Where the Supplier provides Excluded Services, the following rates (which shall be subject to annual CPI adjustment pursuant to Article 4.4(b)) shall apply:

	Hourly	Subcontracted	VWC	Total
	Rate	Cost	Mark-up	
Monday Through Friday - Business Hours	\$ 72.22			
Overtime Monday Through Saturday	\$ 111.57			
Sundays and Holidays	\$ 124.74			
Shutoffs and Turn-ons in excess of Thirty five (35) per year (Note 2)				\$ 52.54
Utility locates in excess of forty (40) per year				\$ 72.22
Raise or lower curb stops in excess of twenty five (25) per year				\$ 72.22
New Service Installations for fill in lots beyond ten (10) per year		Cost plus VWC Mark-up	13%	
Service Thawing (1)		Cost plus VWC Mark-up	13%	
Water Main or sewer Swabbing, cleaning, jetting, or televising using 3rd party services		Cost plus VWC Mark-up	13%	
Sewer backup clearing, or rodding using municipalities equipment in excess of five (5) per year		Cost plus VWC Mark-up	13%	
Sewer Televising with Municipalities equipment beyond (25) per year		Cost plus VWC Mark-up	13%	

(1) All supervision for subcontracted service will be charged at the above applicable rates.

(2) Shutoffs and Turn-ons includes all services to a given address within one business day.