

**CORPORATION OF THE TOWNSHIP OF PRINCE
BY-LAW NO. 2016-24**

Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer to enter into an agreement with the Public Utilities Commission (PUC) for the management of the Township hydrant..

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:


1. THAT the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute and affix the Corporate Seal to an Agreement between the PUC, which Agreement is attached hereto as Schedule "A".
2. Schedule "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 07th day of June, 2016.



Mayor, Ken Lamming



Clerk, Peggy Greco

**INSPECTION CONTRACT
FOR
PRIVATELY OWNED FIRE HYDRANTS**

THIS AGREEMENT made the _____ day of _____, 20__.

B E T W E E N:

**THE PUBLIC UTILITIES COMMISSION OF
THE CITY OF SAULT STE MARIE**

(hereinafter referred to as the “COMMISSION”)

- and -

PRINCE TOWNSHIP COMMUNITY HALL

(hereinafter referred to as the “Owner”)

1. RECITALS

- 1.1. The Owner is the owner of the property municipally known as _3042 Second Line W, Sault Ste. Marie, Ontario (the “Property”).
- 1.2. The Owner has installed a total of 1 private fire hydrant(s) on the Property (the Hydrant(s)).
- 1.3. Ontario Regulation 213/07 (the Fire Code) requires the Owner to inspect and maintain the Hydrant(s).
- 1.4. The Owner has requested that the Commission carry out inspections and minor maintenance of the Hydrant(s) as described in the Scope of Work contained herein and the Commission has agreed to do so subject to the terms and conditions contained herein.

2. AGREEMENT

- 2.1. In consideration of the mutual covenants and agreements set forth and for other good and valuable consideration the parties hereto covenant and agree as contained herein.

3. TERM

- 3.1. The term of this agreement shall be for one (1) year commencing on the first day of January, 2015 and shall be automatically renewed on an annual basis unless terminated by either party by written notice at any time. If the termination date is at any time other than at the end of a contract year no part of the fee shall be refunded by the Commission.

4. SCOPE OF WORK

The Commission agrees to perform the following services during the term of the agreement:

- 4.1. Annually, and following notification of hydrant use, the Commission shall carry out an Inspection in accordance with Article 6.6.5.1 of the Fire Code. Inspections are generally not done during the winter unless the Commission is notified of recent hydrant use. Specifically, the Commission shall:
 - 4.1.1. Access the Hydrant(s) and undertake to remove all port caps and inspect for wear, rust or obstructions that in any way hamper easy removal. Minor corrective actions, requiring no purchase or repair of parts will be done.
 - 4.1.2. If cap(s) are missing, examine the Hydrant(s) for obstructions or accumulated refuse and flush the Hydrant in accordance with Article 6.6.5.7 of the Fire Code. Supply and install replacement cap(s) as required.
 - 4.1.3. Inspect the hydrant barrel to ensure no water has accumulated within the barrel when the main valve is in the closed position.
 - 4.1.4. Inspect the operation of the hydrant valve where the barrel is found to contain water.
 - 4.1.5. Check hydrant flow in accordance with Article 6.6.5.7 of the Fire Code. Work includes opening the main valve of the hydrant fully and operating the hydrant with one port open and making visual observation to ensure the hydrant is not obviously damaged or obstructed.
 - 4.1.6. Mark the Hydrant(s) "Out of Service" and notify the Owner and Fire Department if the Commission observes defects which render the Hydrant(s) not suitable for use.
 - 4.1.7. Provide an Inspection Report to the Owner.
- 4.2. The Commission shall install hydrant marker post(s) in the late fall or early winter. The Commission shall remove the marker post(s) in the spring.
- 4.3. In the fall season each year of the term the Commission shall access and drain the Hydrant(s) to prevent freezing.
- 4.4. After completing the work in item 4.3 of this agreement, the Commission shall, on at least two occasions during the fall and/or winter months, remove nozzle covers and make a visual check for frost and signs of leakage. If frost and signs of leakage are present, the Commission shall mark the hydrant "Out of Service" and notify the owner and Fire Department.
- 4.5. Upon written request from the Owner, and subsequent agreement from the Commission having due consideration for the availability of labour and materials, undertake repairs including the supply and installation of parts as deemed necessary by the Commission on a time and materials basis.
- 4.6. The Owner acknowledges that the Commission does not control activities on the Property, and the Owner therefore accepts sole responsibility for operating and maintaining their hydrants, service mains and valves according to applicable law. Accordingly the Owner hereby acknowledges and agrees that the Commission is not responsible for, and this Contract does not include the following:

- 4.6.1. Maintaining the hydrant(s) in an operating condition as required under the Fire Code.
- 4.6.2. Clearing snow and ice accumulations from the hydrant as required under the Fire Code
- 4.6.3. Maintaining unobstructed access to the hydrant as required under the Fire Code.
- 4.6.4. Measurement of quantity of flow of water from the Hydrant(s).
- 4.6.5. Determination of the adequacy of the flow of water for firefighting at the Property.
- 4.6.6. Colour coding the hydrants in accordance with NFPA 291, "Recommended Practice for Fire Flow Testing and Marking of Hydrants".
- 4.6.7. Operation and Maintenance of the private water distribution system.

5. PAYMENT

- 5.1. On January 1 of each year, the Commission will invoice the Owner the fee for services for the current year. The invoice shall be paid in full within 30 days of the invoice date, failing which this Contract shall be terminated without further notice to the Owner. The current rate for the services is \$125.00 per hydrant.
- 5.2. In addition to the fee the Owner shall pay to the Commission immediately upon invoicing therefor all costs associated with the repair of the Hydrant(s) including specifically labour, materials and parts.

6. OWNER'S OBLIGATIONS

- 6.1. If any Hydrant(s) is used at any time between October 15th and April 30th the Owner shall notify the Commission immediately following such use by calling 705-759-6555 to allow the Commission to properly drain the Hydrant(s) to prevent damage by freezing.
- 6.2. The Commission reserves the right, for the safety of the workers and the public, to require from the Owner an accurate, up-to-date operating drawing of their water distribution system clearly showing the locations of watermains, building service pipes, service valves, main valves, hydrant valves and hydrants prior to the start of work.
- 6.3. The Owner shall be solely responsible for maintaining their watermains, valves and hydrants in a good and serviceable state of repair in accordance with applicable law.
- 6.4. The Owner shall accept full and exclusive responsibility for any and all damages resulting from failure of their privately owned distribution mains, valves and Hydrant(s) resulting from physical defect and/or lack of maintenance.
- 6.5. The Owner shall inform the Commission of any hazard or condition on their property that may have effect on the safety of the Commission personnel undertaking the scope of work described herein.

7. INDEMNITY

- 7.1. The Owner shall, at all times, fully indemnify and save the Commission harmless against all acts, suits, claims and demands whatsoever which may be brought against or made upon the Commission and from and against all loss, cost, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Commission for, by reason of or on account of the inspection, maintenance or repair of the Hydrant(s) or anything in any manner relating thereto.
- 7.2. Save and except for the negligence of the Commission and those for whom in law it is responsible, the Owner hereby releases and forever discharges the Commission from any claims, actions, causes of action, suits and demands whatsoever that it has, many have or will have against the Commission arising from the inspection, maintenance or repair of the Hydrant(s).

8. RIGHT OF ENTRY

- 8.1. The Owner hereby covenants and agrees that the Commission, its respective officers, servants, workers, employees, agents and contractors under its control or supervision or any of them shall have the right from time to time and at all reasonable times to enter upon the Property or any part thereof with all necessary workers, equipment and materials for the purpose of inspecting, maintaining and repairing the Hydrant(s). Save and except for the negligence of the Commission and those for whom at law it is responsible the Owner shall not be entitled to any damages or compensation by reason of the exercise of the Commission's rights contained in this clause.

9. NOTICES

- 9.1. All notices required or desired to be given to either of the parties in connection with this Contract or arising therefrom shall be in writing and shall be given by facsimile transmission or hand delivery to an officer or director of the intended party or parties at the following addresses:

- a) to the Owner at: Prince Township
3042 Second Line West
- b) to the Commission at: Prince Twp. ON P6A 6K4
Attn: CAO / Peggy Greco
fax: 705-779-2725
PUC Services Inc.
500 Second Line East
P.O. Box 9000
Sault Ste. Marie, ON P6A 6P2

ATTENTION: Manager, Water Distribution
fax: 705-759-6534

or to such other addresses, facsimile number or individual as may be designated by written notice to the other party. Any notice given by personal delivery shall be


conclusively deemed to have been given on the day of actual delivery thereof and if given by facsimile transmission on the business day on which it was transmitted.

10. MISCELLANEOUS


- 10.1. This Contract may be executed in one or more counter-parts each of which when so executed shall constitute an original and all of which together shall constitute one and the same Contract.
- 10.2. This Contract shall be interpreted with the laws of the Province of Ontario.
- 10.3. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

PRINCE TOWNSHIP COMMUNITY HALL

(Owner) 

Per: _____

Per: 

I/We have authority to bind the Corporation

**The Public Utilities Commission of the
City of Sault Ste. Marie**

Per: _____

Marc Coletti

I/We have authority to bind the Corporation



PUC Services Inc.
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario P6A 6P2

June 1, 2016

PRINCE TOWNSHIP COMMUNITY HALL
3042 SECOND LINE W
PRINCE TOWNSHIP ON P6A 6K4

Dear Sir/Madam:

Enclosed is a copy of our 2016 Maintenance Contract for the privately owned hydrants at 3042 Second Line W, Sault Ste. Marie, Ontario.

If you desire the PUC to maintain your hydrant, please sign and return the contract as soon as possible. We will then sign and return a copy of the contract to you.

If you do not wish us to maintain your hydrant, please advise us in writing as we can assume no responsibility for the operation of the hydrants without a signed contract.

The current annual charge is \$125.00 + HST for maintenance per hydrant. Please note that the charge for water service is payable annually regardless of whether you desire the maintenance contract or not.

If you have any questions regarding the above, please contact me at (705) 759-6527.

Yours truly

PUC Services Inc

A handwritten signature in cursive script, appearing to read 'M Coletti', is written over the typed name.

per/ Marc Coletti
Finance Supervisor

MC*cmf
Enclosure

RECEIVED

JUN 7 2016