



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE: 250-557-4295
Public Works: 250-557-4295
FAX: 250-557-4568
Email: office@portclements.ca
Web: www.portclements.ca

7:00 p.m. Regular Meeting of Council Monday, April 15th, 2019

AGENDA

1. ADOPT AGENDA

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

D-1—St. Mark's Church – 'St. Mark's Group' Delegation

3. MINUTES

M-1 – April 4th, 2019 Special Council Meeting Minutes.

4. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

UB-1—Froese Street Lights

5. ORIGINAL CORRESPONDENCE

C-1 - Manzanita Snow – Rabbit Bylaw Request

C-2 – Northern Capital and Planning Grant News – Province of BC

6. FINANCE

F-1—Report on Investing

7. GOVERNMENT

G-1—Paul Turje Proposal – Waste Water Treatment Upgrading Reconnaissance Report

G-2—Paul Turje Proposal – Waste Water Treatment Documentation Proposal

G-2—Update on Street Lights

Recommended motion: THAT Council tables update on Street Lights for further report

8. NEW BUSINESS

9. REPORTS & DISCUSSIONS

10. ACTION ITEMS

A-1 – see Action Items list.

11. QUESTIONS FROM THE PUBLIC & PRESS

12. IN-CAMERA

13. ADJOURNMENT



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For more information please contact by:
Phone: 250-557-4295
FAX: 250-557-4568
Email: cao@portclements.ca

Delegation to Council Application Form

Applicant Group/Individual Name: St. Marks Group
Mailing Address: Box 495 Port Clements
Telephone: 557-4665 **Email:** whitneygould.kelly@gmail.com
Subject of Delegation: Opening St. Marks

Purpose of Delegation:

Please note that delegations regarding any aspect of an Official Community Plan or a zoning application are prohibited between the conclusion of a Public Hearing and the adoption of a Bylaw and may not come before Council at that time.

- ☐ Question for council
- ☐ Requesting information
- ☐ Requesting a letter of support
- ☐ Requesting funding

☒ Other (provide details): Proposal/Recommendations
to get St Marks open for season

Contact Person (if different from above): Sam
Telephone number: _____ **Email:** _____

It is recommended that if an applicant has a deadline or specific time constraint then the applicant should make their delegation application to a Council Meeting that has at least one other Council Meeting occurring before this deadline.

Please note that your delegation may not be on the date requested due to prior commitments, staff resources or at the Chief Administrative Officers' discretion due to subject matter. Your delegation is not confirmed until it is approved by the CAO and you have been contacted by Village staff.

Council Meeting date requested: Monday, April 15/19
Attending delegate (if different from above): _____

Julia, Joan, Kelly, Dale, Lorette, Wayne

D-1

Delegation Requirements:

If approved the name of the delegation and its subject will be published in the Council Meeting Agenda, which is made available to the public and on our website. This is not optional and cannot be withdrawn from the public record.

If you wish to provide supporting documentation to be published in the Agenda, it must be provided to our office no later than **1:00 PM on the Wednesday prior to the Council Meeting**. After the Agenda's deadline the delegation must bring its supporting document to the Council Meeting for distribution. It is mandatory to bring 7 copies for Council and Staff

Delegation Rules at Council Meetings:

1. **The delegation has a 10 minute time limit for speaking to Council.** This limit is regardless of how many speakers the delegation presents as part of their delegation. This limit also includes time for any questions.
2. The presentation must be directed at Council in a respectful and collaborative manner. The meeting Chairperson will indicate who has the turn to speak and in what order: interrupting and talking over someone when they are speaking is strongly discouraged. Disrespectful and abusive language will not be tolerated.
3. **Do not expect an immediate answer or response to your delegation:** Council may refer to staff for more information or postpone it to another meeting for further consideration. Council reserves the right to make its decision in its own time and will not be pressed to a decision due to a delegate's deadline.

I understand and agree that I have been advised on the rules and requirements of a delegation to Council and I agree to these terms.

Name: Kelly Whitney Gauld

Date: April 9, 2019

Signature: Kelly Whitney Gauld

For Office Use Only:

Date Application Received: April 9, 2019 Documents Submitted with Application: 0

Application Received by: Ruby Decock Signature: Ruby Decock

☒ Approved

☐ Declined

☐ Other (please specify): _____

Council Meeting Appearance date of Delegation: _____

Signature of Chief Administrative Officer

Signature Date

Documents requested
on April 11th, 2019

D-1

Ruby Decock

From: Julia Breese <juliabreese@gmail.com>
Sent: April-12-19 10:24 AM
To: Ruby Decock
Subject: Info from Tourism Group

Thanks Ruby!

(DRAFT) Recommended actions for 2019:

1. Re-open St Marks from July - September:

We are recommending that St Marks Gift Store be re-opened to keep the momentum going, in regards to the increase of tour busses and other tourist visitors coming to Port Clements.

What is the benefit to the community?

- **Local arts and crafts people:** Consigners at St Marks were paid out average \$9165 per year
- **Local youth:** \$3,775.77 was paid out in wages last year to local youth. In addition to their wages, youth were trained in retail sales, operating a cash machine, tracking inventory, and cleaning and maintaining a retail space. An additional benefit was being given the opportunity to act as hosts to visitors from all over the world.
- **Local businesses:** More open spaces for tourism meant an increase in visitation. This resulted in more tourists spending time meandering through Port Clements which resulted in a trickle down effect that increased sales in other neighbouring businesses (Yakoun Pub and Bayview Market).

Operating costs, (including wages) for St. Marks currently run at about \$10,000 a year, not including inventory. Last year St Marks had \$19564.80 in sales, which meant the initiative lost only \$35 in total. We believe this was a valuable and worthwhile project when we consider the financial benefits it brought into our community.

We are requesting the village invest \$10,000 in St. Marks this year, with a review to be done at the end of the season to ascertain future viability, and an analysis of how to keep St. Marks doors open. (Eg. shelving, hookups, decorating, front counter, marketing, signage etc. Funds not expended will be returned.)

We also request that St Marks is run on a different model, with artists and craftspeople renting "retail space", thus placing a majority of the accounting requirements on the sellers, rather than St. Marks volunteers. Retail sales will still be managed through volunteers and staff, but funds for the space will come from "rental fees" rather than commission. We feel this model will engage artists and craftspeople to be more involved in the presentation and care put towards their wares. Another benefit of this model is that it requires less investment in the purchase of stock and other saleable in-store items.

At this time, we further recommend that St. Marks open for July/August/September, which would provide sufficient time to get all the start-up issues addressed and the operational side of things organized. Tentatively, the hours of operation would be Wednesday to Sunday 11:00a.m. to 5:30p.m.

2. Hire a Tourism and Events Coordinator:

We are recommending that a staff member or contractor be hired so that there is a dedicated presence working on increasing visitation, diversifying the economy, pursuing grant opportunities, and providing a managerial role for events and tourism initiatives within our village. Although we are incredibly proud of all that has been accomplished locally through the generosity of our volunteers, there is a deep sense of burn out and that our volunteers need help at this point if things are going to keep moving forward.

A few options were put forward. There was a request that if this position were approved by council, that the Tourism Committee and Recreation Commission would have input during the hiring process, due to the likelihood of them working closely with whoever would be hired or contracted. Ideally this position would be filled locally by someone who has experience in event planning, tourism, business management, marketing and possibly retail management. Any proposals would be kept confidential and the village would retain the option to review the position annually.

Tourism and Events Coordinator

- Full time option
\$73,500 salaried per year
- .75 option
\$55,000 salaried per year
- .5 option
\$36,750 salaried per year

Note: Final salary/wage dependent on the type of hire (contract/salary/wage).

The level of support required to keep St. Marks open in 2019 is minimal compared to the short and long term economic and other benefits this social enterprise (non-profit) will bring to the community of Port Clements. The above recommendations provide Council with a range of strategic options to support local tourism and recreation development. Thank you for consideration of our request.

Joan Hein, Lorette Smile, Dale Lore, Kelly Whitney-Gould, Julia Breese, Wayne Nicol

Julia Breese
Marketing. Design. Creative Strategy
P: 250.557.4268

Office Hours: Monday - Friday 8:30am - 3:30pm or by appointment



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2:00 p.m. Special Council Meeting Minutes of Council Thursday, April 4th, 2019

Mayor Doug Daugert
Councillor Ian Gould
Councillor Teri Kish
Councillor Brigid Cumming
REGRETS – Councillor Kazamir Falconbridge
Deputy Clerk Elizabeth Cumming
PWS Sean O'Donoghue

Present: Dale Lore

Meeting called to order at 2:08 PM

Mayor Daugert: I call to order this meeting of the Council of the Village of Port Clements being held on the traditional territory of the Haida People.

1. ADOPT AGENDA

2019-04-67 – Moved by Councillor Gould, seconded by Councillor Kish
THAT Council adopt the agenda as presented.

CARRIED

2. MINUTES

M-1 –April 1st, 2019 Regular Council Meeting Minutes

2019-04-68– Moved by Councillor Kish, seconded by Councillor Gould

THAT Council adopt the March 4th, 2019 Regular Council Meeting Minutes with the following amendments: under Section 8, Reports, Councillor Kish "attendance of a port Clements Representative to attend regarding the 3rd reading of the bill before the senate hearing committee on the moratorium for oil tankers in Prince Rupert to voice our position has not changed on the moratorium" and "to attend the senate committee hearing of the 3rd reading of the bill (C-48) at the April 15th meeting in Prince Rupert".

CARRIED

3. NEW BUSINESS

NB-1—Moratorium on Tanker Traffic (Bill C-48)

2019-04-69—Moved by Mayor Daugert, seconded by Councillor Cumming

THAT the Council of the Village of Port Clements supports Bill C-48 in banning tankers carrying 12,500 tons or more of crude and persistent oil products from North Coast waters while allowing critical local resupply of essential petroleum products to continue. We believe allowing large shipments of crude

M1

and persistent oil products in North Coast waters poses an unacceptable environmental risk to the communities of Haida Gwaii.

CARRIED

NB-2—Council Representative Attendance for 3rd Reading of Bill C-48

2019-04-70—Moved by Councillor Cumming, seconded by Mayor Daugert

THAT Council approves Councillor Kish attending as the Village representative to the Senate Hearing on Bill C-48 in Prince Rupert on April 15th, 2019.

CARRIED

2019-04-71—Moved by Councillor Cumming, seconded by Mayor Daugert

THAT Councillor Kish may have cost reimbursement up to \$1,000, on provision of receipts, for her attendance to Prince Rupert for the Senate Hearing.

CARRIED

CAO Ruby Decock replaced Deputy Clerk Elizabeth Cumming for In-Camera and rest of Special Meeting.

4. IN-CAMERA as per section 90 (1) (j)

2019-04-72—Moved by Councillor Cumming, seconded by Councillor Kish

THAT Council move to in-camera as per section 90(1)(j) at 2:41 pm and to permit PWS O'Donoghue to stay for the in-camera meeting.

CARRIED

5. ADJOURNMENT

2019-04-73—Moved by Councillor Cumming

THAT Council adjourns the Special Council Meeting at 4:37 p.m.

CARRIED

Doug Daugert
Mayor

Ruby Decock
CAO

Ruby Decock

From: Northridge, Scott <scott.northridge@bchydro.com>
Sent: April-09-19 3:21 PM
To: Ruby Decock
Cc: Traffic, Streetlights
Subject: RE: Request 2-3 New Overhead Poles and Streetlights - Quote Request (Village of Port Clements)

Hi Ruby,

Per our discussion moments ago, BC Hydro doesn't quote for pole installations with only streetlight connections. Accordingly, your option as a municipality is to install your own lighting system and request a service drop from BC Hydro from our closest pole.

Assuming that the closest BC Hydro pole has capacity to connect your service, the standard charge to do so is currently \$1055.00 + GST.

If/when you decide to proceed, please provide the BCH pole you wish to request service from to traffic.streetlights@bchydro.com so a file can be setup for this and determination of the standard charge can be reviewed.

Best Regards,

Scott Northridge

Design Technical Leader, Distribution Engineering & Design

BC Hydro

5220 Keith Ave
Terrace, B.C. V8G 4R5

Ph: 250.638.5612
Fax: 250.638.5695
Email: scott.northridge@bchydro.com

bchydro.com

From: Traffic, Streetlights
Sent: 2019, March 19 2:14 PM
To: Design, Northern
Cc: Northridge, Scott; Traffic, Streetlights
Subject: Request 2-3 New Overhead Poles and Streetlights - Quote Request (Village of Port Clements)

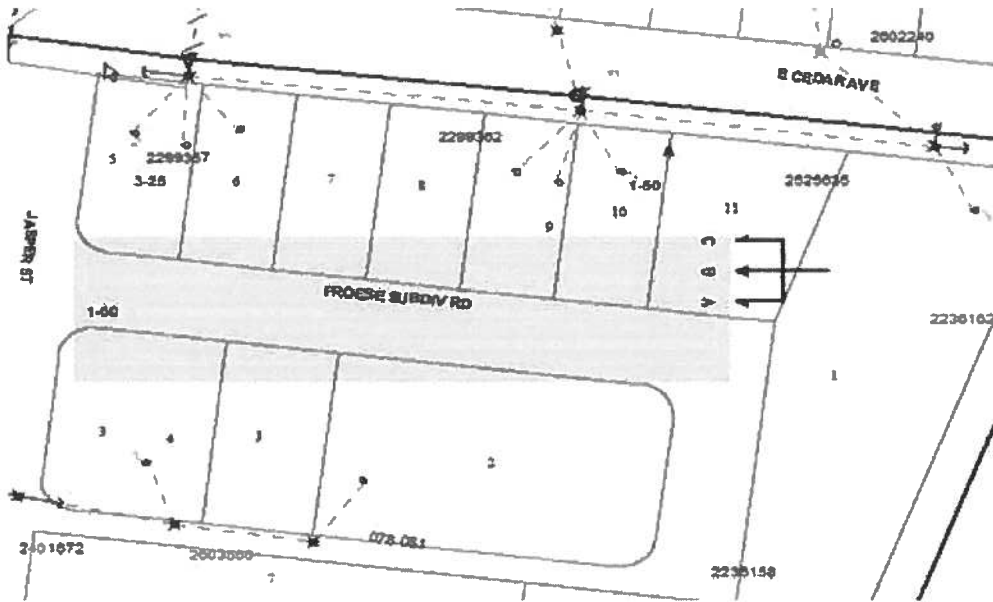
Hi Design,

We received a call from Ruby from Village of Clements for a request to install 2-3 New Poles and Streetlights along Froese Subdiv Rd & Jasper St.

Currently there are not poles on this street. Would you be able to provide a Quote for Ruby with the Village of Clements?

Email: cao@portclements.ca &

Phone: 250-557-4295



Thanks,
Munish

Munish Dutta
Express Connections
Flat Rate Centre (FRC)

BC Hydro
6900 Southpoint Drive, EDM C01
Burnaby, B.C. V3N 4X8

Office: 1-877-453-6575
FRC Email: traffic.streetlights@bchydro.com
bchydro.com

From: Ruby Decock [mailto:cao@portclements.ca]
Sent: 2019, February 28 6:00 PM
To: Traffic, Streetlights
Subject: Request 2-3 New Overhead Poles and Strettlights - Quote Request (Village of Port Clements)

Hello,

I am contacting you to find out if you have any pricing for installing to street lights on a street and the cost per foot for the hydro line to connect these lights.

I am trying to get the cost estimate so that I can get Council's approval for this install.

Thanks,

March, 28 2019

This is a request for a new bylaw to deal with abandoned rabbits living at large in the gardens and yards in our downtown district.

If a fertile couple breed they could easily create a sizeable population that could wipe out our food gardens. I have personally seen 2 rabbits at large on my land.

Please help avoid a serious rabbit population.

Sincerely
Margarita
Grove

(1)



March 26, 2019

Ref: 244814

His Worship Mayor Douglas Daugert
and Council
the Village of Port Clements
PO Box 198 36 Cedar Avenue West
Port Clements BC V0T 1R0

Dear Mayor Douglas Daugert and Council:

The Province of British Columbia is investing in success for northwest communities by addressing long-standing infrastructure needs that are holding back the region. The \$100 million Northern Capital and Planning Grant (NCPG) will go to 4 regional districts (Fraser-Fort George, Bulkley-Nechako, Kitimat-Stikine and North Coast) and their 22 municipalities.

The Honourable Premier John Horgan has said, "The rich resources and hard-working people of the northwest have long contributed more than their fair share to the prosperity of our province. Unfortunately the benefits of success have been slow to flow back to the region, leaving communities with aging infrastructure that does not meet their needs or the needs of industry. We are reversing this legacy of neglect with a new Northern Capital and Planning Grant that will help people and communities make the most of new opportunities, so that the benefits of resource development are felt for years to come."

This grant fulfils Premier Horgan's commitment to northwest mayors and board chairs to make sure local workers and communities can reap the full benefits of resource development in their region.

I am pleased to advise you that Port Clements is the recipient of a \$2,085,000 grant under the NCPG program. The purpose of this grant is to support the long-term planning and capital works for your local government. Details of the terms and conditions of this grant, including the administration of grant money, will be addressed through separate correspondence from Ministry of Municipal Affairs and Housing staff and your senior administrative and financial staff. This follow-up correspondence should be sent to your staff in the coming days. The Province anticipates full payment of the grant before the end of March 2019.

.../2

His Worship Mayor Douglas Daugert
and Council
Page 2

If you have any questions or comments regarding this letter or the broader NCPG program, please feel free to contact Kevan Letawske, Senior Policy Analyst, Local Government Infrastructure and Finance Branch, by email at: Kevan.Letawske@gov.bc.ca, or by phone at: 778 698-3239.

The Province welcomes this opportunity to support capital and planning throughout the the Village of Port Clements. We believe that good planning, capital development, and asset management are critical tools to ensure the long-term sustainability of British Columbia's northern communities.

Congratulations on your awarded grant, and my best wishes with your future capital works and planning.

Sincerely,

A handwritten signature in black ink, appearing to read 'SR', with a stylized flourish at the end.

Selina Robinson
Minister

pc: Kevan Letawske, Senior Policy Analyst, Local Government Infrastructure and Finance Branch

Ruby Decock

From: Richardson, Jennifer MAH:EX <Jennifer.Richardson@gov.bc.ca>
Sent: March-28-19 8:44 AM
To: Ruby Decock; Elizabeth Cumming
Subject: Municipalities - Payment Terms and Conditions under the Northern Capital and Planning Grant (NCPG) - Port Clements

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear CAO & CFO of the Municipality of Port Clements,

This is a follow-up email to my Minister's recent letter to your Mayor and Council informing them of their payment under the Northern Capital and Planning Grant (NCPG) program. As I'm sure you are now aware, your municipality is the recipient of a \$ 2,085,000 grant under the recently announced NCPG program. This money is to be used at the discretion of the municipality, but may only be used for capital and long-term planning purposes in accordance with S.32 of the Local Government Grants Regulation (BC Reg 221/95) which cross-references with S.4(1)(a)&(c) of the *Local Government Grants Act*.

In accordance with S.7 of the *Local Government Grants Act* and S.34 of the Local Government Grants Regulation (BC Reg 221/95), the minister may set terms and conditions on the payment of the grant and the use of funds. In order to ensure optimal transparency on the use of funds, the Minister has set the following terms and conditions.

- The municipal council must place its NCPG grant in a separate dedicated reserve fund for capital and planning purposes (established under S.188 of the *Community Charter*)
- The municipality may transfer other money into this reserve fund but may not transfer money from this fund to other reserve funds.
- The council must annually report on
 - the use of money in this reserve fund over the calendar year, and
 - the balance of the reserve fund at the end of calendar year.
- This report must be included as a separate schedule to the annual audited financial statements.
- This annual reporting must continue until the reserve fund is completely utilized (i.e. drawn down to zero).

Should you have further questions and comments on this email, please feel free to contact either:

- Sean Grant, Director, Local Government Finance at Sean.Grant@gov.bc.ca
- Or
- Kevan Letawske, Senior Policy Analyst, Local Government Finance at Kevan.Letawske@gov.bc.ca

Thank you,

Jennifer Richardson
Grants Analyst
Local Government Infrastructure and Finance Branch
Ministry of Municipal Affairs and Housing

Ruby Decock

From: Letawske, Kevan MAH:EX <Kevan.Letawske@gov.bc.ca>
Sent: April-09-19 11:11 AM
To: Ruby Decock
Subject: RE: Questions on Terms of the Northern Capital and Planning Grant

Hi Ruby,

I'm not aware of any additional guidance material that may be available to local governments in the future but the eligible costs under the Northern Capital and Planning Grant are very broad. These eligible expenses are set in Section 32 of the Local Government Grants Regulation, which cross references to Section 4(1)(a)&(c) of the *Local Government Grants Act*. This section includes the following:

1. **Planning** - reviewing, studying, planning or implementing matters relating to local government planning or growth management
 - *This can include things like growth management strategies, master plans, DCCs, economic development plans, and other similar plans.*
2. **Capital** - reviewing, studying, planning, or constructing water supply and distribution facilities, sewage collection and disposal facilities, major municipal highways or other infrastructure
 - *We are interpreting this section broadly to include: engineering, infrastructure planning, pipes, wells, treatment facilities, building, roads, machinery, equipment, vehicles and other associated capital that are owned and controlled by the local government. This can also include the cost of land associated with the developing the above capital investment.*
 - *However, it **cannot** be used for regular operations, staffing, maintenance, and repair. This grant is only for capital and planning purposes.*

Administration fees associated to a specific planning or capital project (not part of regular ongoing operations, etc.) would be an eligible expense under the grant.

In terms of reporting, these are also set out in the recent addition to the Local Government Grants Regulation (BC Reg 221/95 --- PART 5; Sections 32-34). Other terms are set at the discretion of the Minister in accordance with S.34 of the Regulation. All the relevant terms and conditions are set out in the email that Jennifer Richardson sent and includes:

- The money from the NCPG grant must be placed in a separate statutory reserve fund (established in accordance with S.188 and 189 of the Community Charter).
- The money may only be used for capital and planning costs.
- The Money from this reserve fund cannot be transferred to another fund.
- The local government must annually report on the balance in the fund and the use of money from the fund over the fiscal period.
- This report must be a separate schedule to the audited financial statements.
- The reporting must continue until the fund is fully utilized.

Please don't hesitate to send me any questions or concerns that you may have.

Please let me know if this adequately answers your question, or if you need further clarification.



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REPORT TO COUNCIL

Author: Ruby Decock, CAO
Date: April 11, 2019
RE: Report on Investing

BACKGROUND:

In February 2019, the Provincial Government announced that it was going to award \$100 million dollars to 4 regional districts (Fraser-Fort George, Bulkley-Nechako, Kitimat-Stikine and North Coast) and their 22 municipalities. This money was dispersed to the municipalities on April 1, 2019, of which the Village of Port Clements (the Village) received \$2,085,000 dollars through the Northern Capital and Planning Grant (NCPG).

DISCUSSION:

The NCPG is a onetime conditional grant awarded to the Village of Port Clements to use towards planning or capital infrastructure projects. The Village is required to place the funds in a separate interest-bearing account and establish a bylaw around the reserve and annually report on the funds. As the Village does not have a policy on financial investments and has not finalized the 2019 budget, Council needs to determine how it will manage these funds. Conditions of this grant also requires Council to create a bylaw for this grant as defined in section 188 (1) of the *Community Charter*.

Staff has investigated possible investments to determine ease of access to funds, service fees, and interest rates. Considerations were limited to Northern Savings Credit Union (NSCU), Canadian Bank of Imperial Commerce (CIBC), and Municipal Finance Authority of British Columbia (MFA). These are all the current financial institutes that the Village has existing financial accounts. Other financial institutes were not considered as well as term deposits, bonds, stocks, or mutual funds due to the requirement to pay investment fees, high risk investment, and the ease of accessibility to these funds. Staff also chose these options due to the uncertainty of capital works project funding in 2019 and 2020.

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The following table is a comparison of interest earned in one year for each financial institution:

	VOPC	Village of Port Clements		
	NSCU	Northern Savings Account		
	CIBC	Canadian Bank of Imperial Commerce		
	MFA	Municipal Finance Authority		
	NBC	National Bank of Canada		
Prime Rate = 3.95%				
Investment	\$ 2,085,000			
	VOPC Accounts		MFA Accounts	
	NSCU	CIBC	NBC	CIBC
			Prime - 1.43%	Prime - 1.49%
Interest Rates	0.70%	1.20%	2.52%	2.46%
1 year Interest earned	\$ 14,595.00	\$ 25,020.00	\$ 52,542.00	\$ 51,291.00
Service fees	\$55	\$39/month	FREE	FREE
Token Fees	FREE	\$50 every 3 years	FREE	FREE
Transfer Fees	Fee - variable	Fee - unknown	FREE	FREE

The Municipal Finance Authority of British Columbia (MFA) is able to provide an excellent rate of return on their savings accounts because it invests approximately \$600 million dollars in pooled investments with the National Bank of Canada (NBC) and their CIBC accounts. They have negotiated to receive no service fees, token fees, or transfer fees as well. Furthermore, their insurance coverage is the same as the Northern Savings Credit Union. Accessing the money from the MFA account can be as quick: as same day or next day services depending on the time of the request, and there is no penalty costs for withdrawing the money. Investing in MFA's pooled investment savings account requires a minimum of two signers. Upon speaking with the investment officer, she recommended 3 signers. The CAO mentioned that there are only 2 administration staff and the other signers on accounts were Council. She thought it was highly unusual, but understood the significance of having Council sign. Investing in the NBC account earn 3.6 times more interest than the Village's NSCU savings account and 2.1 times more revenue per year than Village's CIBC chequing account.

CONCLUSION:

Council must invest the \$2,085,000 dollars in a separate investment account as per the required conditions to the funding. The reserve fund will require a bylaw be established. Until Council determines their strategic plans for 2019 & 2020, Staff it is difficult to establish long-term investments for this reserve fund. The best option would be to invest in the Municipal Finance Authority's pooled investment account with the National Bank of Canada. As there is no policy on investing revenues for the Village, therefore staff needs Council's permission to invest with MFA.

IMPLICATIONS:

STRATEGIC	(Guiding Documents Relevancy – Strategic Plan, Official Community Plan) No changes but provides more available options due to funding.
FINANCIAL	(Corporate Budget Impact) Will help with the revenues for funding Capital Works, Sewer, and Water Infrastructure projects.
ADMINISTRATIVE	(Policy/Procedure Relevancy, Workload Impact and Consequence) Will require staff and Council to open an account with MFA and request the \$2.085 million dollars to be transferred from NSCU to MFA. Staff will be required to draft a reserve bylaw for this grant.

RECOMMENDATION

THAT Council invests the \$2.085 million dollars in the National Bank of Canada's pooled interest savings account offered by the Municipal Finance Authority; and

THAT the signers for the account be the administrative staff and the Mayor of Port Clements; and

THAT Council directs staff to draft a dedicated reserve fund bylaw for the Northern Capital and Planning Grant.

Attachments – NSCU Interest Rates
CIBC's Pooled High Interest Savings Account Information
NBC's Pooled High interest savings Account Information

Respectfully submitted:

A handwritten signature in black ink, reading "Ruby Decock". The signature is written in a cursive, flowing style with a long, sweeping tail on the last word.

NSCU Rates

Chequing and Savings

Personal Chequing Accounts* (Rates effective 2017-10-01)	Rates
All Balances	0.00%
Business Chequing Accounts* (Rates effective 2017-10-01)	Rates
All Balances	0.00%
US Pay-As-You-Go* (Rates effective 2017-10-01)	Rates
All Balances	0.10%
Simply Savings Accounts* (Rates effective 2017-10-01)	Rates
\$0 - \$24,999.99	0.30%
\$25,000.00 - \$99,999.99	0.50%
\$100,000.00+	0.70%
TFSA Simply Savings* (Rates effective 2017-10-01)	Rates
TFSA Simply Savings Account*	1.35%

Term Deposits

Short Term Deposits*	Rates
30 - 149 Days (under \$100,000)	0.50%
150 - 364 Days (under \$100,000)	0.50%
30 - 149 Days (over \$100,000)	0.75%
150 - 364 Days (over \$100,000)	0.75%
Long Term Deposits*	Rates
12 - 17 Months	1.25%
18 - 29 Months	1.50%
30 - 41 Months	1.85%
42 - 53 Months	1.60%
54 - 60 Months	1.75%

Depositors are 100% protected!

Deposits are 100% guaranteed by the Credit Union Deposit Insurance Corporation of British Columbia**

*Rates are subject to change without notice. Rates shown are calculated on a per annum basis.**The Credit Union Deposit Insurance Corporation of British Columbia, a statutory corporation, fully guarantees all BC credit union deposits. Credit Union equity shares and investments such as mutual funds or RSP equity plans are not covered by deposit insurance.

Retrieved from: <https://www.northsave.com/Rates/TermDeposits/>

F-1

CIBC's Pooled High Interest Savings Account ("PHISA") for Municipal Finance Authority of BC Members



Overview



in the investment pool.

CIBC's Pooled High Interest Savings Account ("PHISA") for MFABC members is a fully liquid Canadian dollar investment account. Under an agreement with MFABC CIBC has agreed to pay a special rate of interest to MFA members participating

Features & Benefits of the PHISA

- Highly competitive interest paid on members' surplus balances
- Fully liquid allowing for members to withdraw or deposit funds as they require, with no term commitment, or notice periods
- Funds are held by CIBC, a safe/highly rated, chartered Canadian bank
- An ideal complement to members' operating account
- Access your account online through BC MFA/ CIBC's Cash Management Online (CMO) either on a desktop or mobile
- CMO offers members robust balance and historical transaction information while also allowing members to electronically deposit and withdraw funds from their PHISA

CIBC Key Metrics

As at October 31st, 2016 (C\$)



Total Assets	501.35B
Market Capitalization	39.9B
CREDIT RATINGS²	
Moody's	A1
S&P	A+
Fitch	AA-
DBRS	AA

CIBC Accolades

- Best Digital Bank in Canada by Global Finance
- Named among the top 50 safest banks in North America by Global Finance
- Retail Bank of the year by Retail Banker International
- Diamond Award Winner for Client Experience by Clarabridge
- Best treasury and Cash Management Bank in Canada for 2017 by Global Finance Magazine
- Tied for best score amongst Canada's Big Five Banks in Corporate Governance

Summary of Terms

MFABC's Pooled High Interest Savings Account (CAD)

Rate Paid¹ on All Balances

CIBC's Monthly Average Prime¹ (MAP) - 1.49%

Interest is calculated and paid monthly to the member's account based on the account's monthly average balance. Monthly average balance is the average of each day's final balance for the month.

¹ CIBC's Prime Rate may change without prior notice. The current CIBC Prime Rate is available on CIBC.com

² Ratings on long term debt (deposits) of CIBC, as at August 1, 2017. Credit ratings are not recommendations to purchase, sell, or hold a financial obligation inasmuch as they do not comment on market price or suitability for a particular investor. Ratings are subject to revision or withdrawal at any time by the rating organization

National Bank's Pooled High Interest Savings Account for Municipal Finance Authority of British Columbia Members

Overview of the National Bank's Pooled High Interest Savings Account for Municipal Finance Authority of British Columbia Members

Rate paid on all balances = National Bank's Prime Rate¹ - 1.43%

- Fully liquid Canadian dollar investment account
- Special interest rate under agreement with MFABC
- Interest rate is calculated on daily closing balance and paid monthly to member's account
- Funds held by National Bank
- Efficient way to manage liquidity
- Fast and easy online access to balance and transaction information
- Deposits and withdrawals via online banking

National Bank of Canada (the "Bank") was founded in 1859, and is based in Montreal. It is a federally chartered Schedule I Canadian Bank with Protected B security clearance, and is the sixth largest bank in Canada. The Bank provides a comprehensive range of financial services to individuals and businesses across Canada and offers specialized services to clients worldwide. Its securities are traded on the Toronto Stock Exchange.

National Bank by the numbers as of October 31, 2016:

2.4	21,700	450	398	232	16,2
MILLION CLIENTS	EMPLOYEES	BRANCHES	BILLION \$	BILLION \$	BILLION \$
			<i>Assets under management and administration</i>	<i>Total assets</i>	<i>Market capitalization</i>

Credit Ratings as of May 11, 2017 (Long-Term Senior Debt):

A1 (negative)
Moody's

A
S&P

AA (low)
DBRS

Since 1991, National Bank set up a specialized Government and Public Sector (GPS) team to provide personalized service to public and parapublic organizations, Crown corporations and government ministries. The team strives to build long-lasting relationships with key players in the sector, leveraging its expertise and industry knowledge to help clients optimize their operations while providing effective, client-centred service.

Ranking Among the best

National Bank received many distinction in 2016, including:

- ☐ Best Employers in Canada, Gold Level (Aon)
- ☐ Canada's Best Diversity Employers (Mediacorp Canada)
- ☐ Initiative for the Advancement of Women in Finance (Association of Quebec Women in Finance)
- ☐ Best Banking Awards in Canada - ATM Banking Excellence (Ipsos)

Terms & Conditions > About us > our organization > Portrait of the Bank > Awards, Distinctions and Honours

¹ National Bank's Prime Rate may change without prior notice. The current National bank Prime Rate is available on nbc.ca

F-1

psturje

P.S.Turje & Associates Ltd
1333 Inglewood Avenue
West Vancouver, BC, V7T 1Y8

2019-04-09
M113a

Village of Port Clements
PO Box 198
Port Clements, BC
V0T 1R0

Attn: Ruby Decock
Administrator

RE: Wastewater Treatment Upgrading - Reconnaissance Report
Offer of Services

This letter is an offer of services for preparation of a reconnaissance report for upgrading of the wastewater treatment lagoon serving the Village of Port Clements located on Haida Gwaii on the west coast of British Columbia.

BACKGROUND

Statistics Canada census data indicates a 2016 Port Clements population of 282 persons living in 274 private dwellings in contrast to a 2011 population of 378 persons. The community population has declined from its historic highs with the decline in industrial logging on the islands.

The Village of Port Clements (Village) sewage system consists of gravity sewers discharging to a sewage lift station that pumps to a single-cell, partially-mixed aerated lagoon, using a single surface aerator, discharging to an outlet manhole with flow measuring weir to a marine outfall. The lagoon is approximately 50 m x 75 m crest-to-crest, with an original designed water depth of approximately 3.0 m with a lagoon freeboard of 0.5m. A sludge depth survey conducted by Village staff and Dediluke surveying in April 2018 revealed 0.3 to 1.2m sludge depths. The variable berm elevations noted in the topographic survey suggests that berm subsidence has occurred since the lagoon was originally constructed.

The wastewater treatment lagoon is operating under BC Waste Management Act Permit PE-04864, issued 1979-03-01 and amended 1999-02-18. The permit authorizes an effluent discharge of a maximum of 560 m3/d with a maximum of 45 mg/L BOD and 60 mg/L TSS. Recent inspections by BC Ministry of Environment & Climate Change Strategy (BCMoE) established that the lagoon is not in compliance with the permit and the ministry has demanded immediate remediation.

In response to BCMoE, the Village retained P.S. Turje & Associates Ltd. (Turje) on 2017-10-03 to install flow monitoring equipment to generate flow data for: (1) compliance with provincial discharge reporting requirements, and (2) facilitate future studies to identify and propose remediation measures for lagoon performance. The work consisted of the installation of a flow monitor and rain gage at the lagoon, installation of flow logging at the lift station, and analysis of one year of flow data. The work also included assisting the Village with completing a topographic and sludge depth survey of the lagoon and calculations by Turje to determine sludge and water volumes.

Turje submitted a second proposal dated 2018-03-06 for a feasibility study to recommend improvements that would bring the treatment system into compliance with the discharge limits established in the BCMoE Permit. That is, the BOD and TSS of the effluent discharge should be below 45 mg/L and 60 mg/L respectively. Prior to authorization to proceed with this second exercise, the Village became aware of potential funding through the Investing in Canada Infrastructure Program (ICIP) - Rural and Northern Communities (RNC), a joint program administered by Canada and British Columbia. The program offers up to 100% funding for small communities like Port Clements. However, the program requires that wastewater systems be designed to comply with the Wastewater Systems Effluent Regulation (WSER), under the Fisheries Act. Notably, this regulation is more stringent in terms of effluent quality, requiring it to meet, on average, 25 mg/L BOD, 25 mg/L TSS and maximum concentration of un-ionized ammonia of 1.25 mg/L.

The 2018-03-06 proposal was accepted by the Village on 2018-12-20 with the intention that the budget be used by Turje to prepare a funding submission to the ICIP-RNC program, which was due in mid-January 2019. Upon review of the requirements for the submission, Turje determined that it was not possible to prepare a sufficiently detailed proposal in the short time frame available. Turje recommended that the Village pursue funding for the 2020 allocation, using 2019 to prepare the documentation necessary to satisfy the program requirements. With the shift to satisfying the requirements of the ICIP-RNC as the governing strategy, the work that had been completed to date was compiled and documented in a letter report to the Village, *Village of Port Clements – Sewage Flow Monitoring, issued 2019-01-23* (Turje 2019). The report documents the flow monitoring and rainfall analysis, infiltration assessment, lagoon volumes and retention times, and next steps. The remainder of the feasibility study was subsequently cancelled pending a consideration of next steps.

Turje noted in the 2019 report that the Village might prefer a two-phased strategy to compliance. This consists of immediately completing relatively modest improvements to comply with the provincial discharge permit requirements and then developing a work and funding program to comply with the federal requirements by the deadline established in the federal Transitional Authorization (TA) that would have been issued at the time of registration. We have subsequently determined that the Village did not complete their WESR registration within the required time (pers. conversation Deb Courtman, Environment Canada) resulting in a requirement for immediate compliance with the federal discharge requirements. Therefore, the phased program is no longer appropriate and upgrading the system to comply as soon as possible with the federal standards using the ICIP-RNC program funding appears to be the most appropriate action.

In the interim, the Village is required to provide Environment Canada with a remediation plan and Environment Canada will issue a "Direction" stating the conditions for compliance with WESR in a "reasonable time" that will be determined in consultation with the Village.

SCOPE OF WORK

The work consists of a preliminary site reconnaissance and report of findings for upgrading the existing lagoon treatment system. We assume that only lagoon options will be considered due to the high life cycle costs and lower reliability of mechanical treatment.

The reconnaissance report will be used by the Village as background information in a call for proposals for preparation of a feasibility study, partial design and funding application to the ICIP-RNC program for upgrading the wastewater treatment system for compliance with WESR.

The following are the project tasks:

1. Project initiation and management for this contract, including: previous research and documentation that were not part of the earlier contracts, confirmation of scope and work plan, and project management.
2. Rob Tamaki, P.Eng. (Senior Engineer) travels to Port Clements to conduct the initial site assessment and to meet with Council to define the project requirements and expectations, including:
 - a. Excavate test pits at existing lagoon and within the road Right-of-way next to proposed lagoon expansion sites for preliminary soils assessment to aid in planning formal geotechnical investigations.
 - b. Carry out walking reconnaissance of lagoon expansion areas.
 - c. Coordinate environmental consultant to be on site (if possible) during Tamaki visit to conduct preliminary environmental screening. The Village will contract directly with the environmental consultant. An allowance of \$3,600 is recommended. A proposal from Biohm Ecological Consulting is attached.
 - d. Coordinate archaeological consultant to be on site (if possible) during Tamaki visit to conduct archaeological screening. The Village will contract directly with the archaeological consultant. An allowance of \$6,000 is recommended. A proposal from Archer CRM is attached.
 - e. Meet with Council to define project requirements and expectations and report on field observations.
3. Submit application to FrontCounter BC for an Investigation Permit for test pitting on the adjacent Crown Lands during the next phase of the work.

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4. Preliminary inquiries with BC Hydro to confirm power supply and to notify of potential additional loads associated with the upgraded wastewater treatment facilities.
5. Inquire about opportunities for purchase of adjacent private lands, if necessary. Note that this would only be pursued if Crown land was not available or suitable.
6. Confirm design population and flow rate in consultation with Village staff and Council.
7. Prepare a technical briefing report to Council that can be used as background information to solicit feasibility and design proposals.

TEAM

Paul Turje, P.Eng. is President of P.S. Turje & Associates Ltd with 47 years of experience in a broad range of civil engineering infrastructure projects throughout BC and Yukon including international work in Russia. Paul and the firm have specialized in serving the needs of smaller, rural and First Nations communities where remoteness, lack of specialized skills, limited financial resources and climatic challenges are a common factor. Paul will act as project manager and will provide senior project review.

Rob Tamaki, MAsC, P.Eng. is principal design engineer with 27 years of experience working with P.S. Turje & Associates in projects ranging from river erosion protection, water and wastewater pumping and treatment and community utilities. Rob will be responsible for completing analysis, reports and drawings and will coordinate the team of sub-consultants.

FEES AND DISBURSEMENTS

Our estimated fees are detailed below.

CLIENT: Village of Port Clements

Date: 2019-04-09

PROJECT: Wastewater Treatment Upgrading - Reconnaissance
Report

File: M113a

CONSULTANT: P.S.Turje & Associates Ltd.

Prep. By: P.Turje

	Sr.Eng. PT/RT \$175	Tech \$125	Clerical \$35	Totals
FEES				
1. Project Initiation and project management	8			\$1,400
2. Site Visit - mobilization, travel, startup meeting, site reconnaissance, preliminary test pits.	30			\$5,250
3. Coordinate environmental and archaeological consultants	8			\$1,400
4. Inquiries to Crown Lands for tenure, consultation with BC Hydro	2			\$350
5. Briefing report	24			\$4,200
Subtotal Fees	72			\$12,600
SUBCONSULTANTS				
Environmental and Archaeological consultants retained by Village of Port Clements				
Subconsultant handling charge			5.0%	
Subtotal Subconsultants				
DISBURSEMENTS (billed at cost plus 5% and estimated below)				
Office expenses	1	ls	50	\$25
Airfare	1	ea	700	\$700
Transport to/from airport	1	ls	80	\$80
Vehicle	3	da	75	\$225
Meals	3	da	75	\$225
Lodging and incidentals	2	night	125	\$250
Backhoe and operator, allowance	1	ls	750	\$750
Other expenses	1	ls	100	\$25
Disbursement handling charge			5%	\$114
Subtotal Disbursements				\$2,394
PHASE TOTAL				\$14,994

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SCHEDULE

The work will proceed immediately upon authorization by the Village of Port Clements. A site visit will be scheduled to coincide with the earliest dates that the environmental and archaeological consultants are available. The reconnaissance report will be completed within two weeks of return from the site.

TERMS AND CONDITIONS

We will provide our Services in accordance with the Terms of Engagement attached.

Work requested and completed which is in addition to the agreed upon scope of work will be charged extra at the rates noted below and will proceed only with the prior approval of the Client.

Additional labour required to complete work in addition to the noted scope of work will be charged at the hourly rates noted on the fee estimate.

Work performed will be invoiced monthly and invoices are due and payable within 30 days of the date on the invoice. Interest at the annual rate of prime + 4% will be charged on any outstanding balance after 30 days of the date on the invoice. Our proposal is based on the work being completed as a continuous process. Interruptions in the work may require addition compensation to reinitiate the project.

We thank you for this opportunity and look forward to a successful completion of this project. If you agree with the above and wish us to proceed with the work, please sign the attached acceptance page and email or post only that page back to us.

Yours truly
Paul Turje, P.Eng.

Rob Tamaki, M.A.Sc., P.Eng.



Project Manager
President, P.S. Turje & Associates Ltd.



Senior Project Engineer

psturje

ACCEPTANCE

The Village of Port Clements ("Client") accepts this offer of civil engineering services from P.S. Turje & Associates Ltd ("Turje") dated 2019-03-25.

Name and Position

Signature

Date

GENERAL: P.S. Turje & Associates Ltd. ("Turje") shall render the Services, as specified in the attached Scope of Services, to the Client for this Project in accordance with the following terms of engagement. Turje may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

COMPENSATION: The Client agrees to pay Turje for all services performed and all costs incurred. Charges for services rendered will be made in accordance with the Offer of Services attached. All charges will be made in, and will be payable in Canadian Dollars. Invoices will be due and payable by the Client within 30 days of the date of the invoice without holdback. Interest on overdue accounts is 5% over the prime commercial lending rate of the Royal Bank of Canada. If any invoice is not paid within 30 days of the date of the invoice, Turje may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of the services.

REPRESENTATIVES: Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION: Either party may terminate this engagement without cause upon 30 days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to Turje its charges for the Services performed, including all expenses and other charges incurred by Turje for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving 7 days' notice to remedy the breach. On termination by Turje under this paragraph, the Client shall forthwith pay to Turje its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL: Turje's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil, surface water or groundwater. Turje will co-operate with the Client's environmental consultant during the field phase of the investigation.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Turje will provide and exercise the standard of

care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY: Turje shall not be responsible for:

- the failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- any cross-contamination resulting from subsurface investigations;
- any damage to subsurface structures and utilities which were identified and located by the Client;
- any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- the unauthorized distribution of any confidential document or report prepared by or on behalf of Turje for the exclusive use of the Client.

Turje's liability with respect to any claims arising out of this agreement shall be absolutely limited to direct damages arising out of Turje's services rendered under this agreement. Turje shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of profits and loss of markets.

The total amount of all claims the Client may have against Turje under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of the contract.

No claim may be brought against Turje in contract or tort more than 1 years from the date of: (a) Substantial Performance of the Work; (b) suspension or abandonment of the project; (c) termination of Turje's services in this agreement; or (d) commencement of the limitation period for claims prescribed by any statute of the Place of the Work, whichever shall first occur, and following the expiration of such period, the Client shall have no claim whatsoever against Turje.

The Client expressly agrees that it has entered into this Agreement both on its own behalf and as agent on behalf of its employees and principals.

The Client expressly agrees that Turje's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of Turje's employees or principals in their personal capacity.

CONSTRUCTION COST ESTIMATES: The parties agree that Turje cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Cost Estimate. The parties further agree that nothing in their agreement shall be deemed to be a cost condition or representation that the project can be completed for the amount of the Construction Cost Estimate or any other amount and the Client expressly waives its right to withhold Turje's fees, either in whole or in part, or to make any claim or commence an action or bring any other proceedings in any court of law against Turje in connection with advice or information relating to the Construction Cost Estimate whether in contract, tort or otherwise.

DOCUMENTS: All of the Documents prepared by Turje or on behalf of Turje in connection with Project are instruments of service for the execution of the Project. Turje retains the property and copyright in those Documents whether the Project is executed or not. These Documents may not be used on any other project without the prior written agreement of Turje.

Documents are prepared for the Client for its own information and may not be used or relied upon by any other person unless that person is specifically named by Turje in this Agreement as a beneficiary of the Documents, in which case the Documents may also be used by the additional beneficiary Turje has named. The Client agrees to maintain the confidentiality of the Documents and reasonably protect the Documents from distribution to any other person. If the Client directly or indirectly causes the Documents to be distributed to any other person, The Client agrees to indemnify, defend, and hold Turje harmless if any third party brings a claim against Turje relating to their inspection of the Documents.

FIELD SERVICES: Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of Turje, to observe whether the work

of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in Turje providing qualified certifications for the work.

DISPUTE RESOLUTION: If requested in writing by either the Client or Turje, the Client and Turje shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of 30 calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of The British Columbia Arbitration & Mediation Institute or by an arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Supreme Court.

CERTIFICATIONS, GUARANTEES, WARRANTIES: Turje shall not be required to execute any document that would result in Turje certifying, guaranteeing or warranting the existence of any conditions.

END OF TERMS OF ENGAGEMENT

P.S. Turje & Associates Ltd.
1333 Inglewood Avenue,
W Vancouver, BC, Canada, V7T 1Y8
cel: 604-619-1407
paul@turje.ca

psturje

P.S.Turje & Associates Ltd
1333 Inglewood Avenue
West Vancouver, BC, V7T 1Y8

2019-04-09
M113b

Village of Port Clements
PO Box 198
Port Clements, BC
V0T 1R0

Attn: Ruby Decock
Administrator

RE: Wastewater Treatment - Documentation
Offer of Services

This letter is an offer of services for assisting the Village prepare documentation related to the wastewater treatment system.

BACKGROUND

Statistics Canada census data indicates a 2016 Port Clements population of 282 persons living in 274 private dwellings in contrast to a 2011 population of 378 persons. The community population has declined from its historic highs with the decline in industrial logging on the islands.

The Village of Port Clements (Village) sewage system consists of gravity sewers discharging to a sewage lift station that pumps to a single-cell, partially-mixed aerated lagoon, using a single surface aerator, discharging to an outlet manhole with flow measuring weir to a marine outfall. The lagoon is approximately 50 m x 75 m crest-to-crest, with an original designed water depth of approximately 3.0 m with a lagoon freeboard of 0.5m. A sludge depth survey conducted by Village staff and Dediluke surveying in April 2018 revealed 0.3 to 1.2m sludge depths. The variable berm elevations noted in the topographic survey suggests that berm subsidence has occurred since the lagoon was originally constructed.

The wastewater treatment lagoon is operating under BC Waste Management Act Permit PE-04864, issued 1979-03-01 and amended 1999-02-18. The permit authorizes an effluent discharge of a maximum of 560 m3/d with a maximum of 45 mg/L BOD and 60 mg/L TSS. Recent inspections by BC Ministry of Environment & Climate Change Strategy (BCMoE) established that the lagoon is not in compliance with the permit and the ministry has demanded immediate remediation.

In response to BCMoE, the Village retained P.S. Turje & Associates Ltd. (Turje) on 2017-10-03 to install flow monitoring equipment to generate flow data for: (1) compliance with

provincial discharge reporting requirements, and (2) facilitate future studies to identify and propose remediation measures for lagoon performance. The work consisted of the installation of a flow monitor and rain gage at the lagoon, installation of flow logging at the lift station, and analysis of one year of flow data. The work also included assisting the Village with completing a topographic and sludge depth survey of the lagoon and calculations by Turje to determine sludge and water volumes.

Turje submitted a second proposal dated 2018-03-06 for a feasibility study to recommend improvements that would bring the treatment system into compliance with the discharge limits established in the BCMoE Permit. That is, the BOD and TSS of the effluent discharge should be below 45 mg/L and 60 mg/L respectively. Prior to authorization to proceed with this second exercise, the Village became aware of potential funding through the Investing in Canada Infrastructure Program (ICIP) - Rural and Northern Communities (RNC), a joint program administered by Canada and British Columbia. The program offers up to 100% funding for small communities like Port Clements. However, the program requires that wastewater systems be designed to comply with the Wastewater Systems Effluent Regulation (WSER), under the Fisheries Act. Notably, this regulation is more stringent in terms of effluent quality, requiring it to meet, on average, 25 mg/L BOD, 25 mg/L TSS and maximum concentration of un-ionized ammonia of 1.25 mg/L.

The 2018-03-06 proposal was accepted by the Village on 2018-12-20 with the intention that the budget be used by Turje to prepare a funding submission to the ICIP-RNC program, which was due in mid-January 2019. Upon review of the requirements for the submission, Turje determined that it was not possible to prepare a sufficiently detailed proposal in the short time frame available. Turje recommended that the Village pursue funding for the 2020 allocation, using 2019 to prepare the documentation necessary to satisfy the program requirements. With the shift to satisfying the requirements of the ICIP-RNC as the governing strategy, the work that had been completed to date was compiled and documented in a letter report to the Village, *Village of Port Clements – Sewage Flow Monitoring, issued 2019-01-23* (Turje 2019). The report documents the flow monitoring and rainfall analysis, infiltration assessment, lagoon volumes and retention times, and next steps. The feasibility study was subsequently cancelled pending a consideration of next steps.

Turje noted in the 2019 report that the Village might prefer a two-phased strategy to compliance. This consists of immediately completing relatively modest improvements to comply with the provincial discharge permit requirements and then developing a work and funding program to comply with the federal requirements by the deadline established in the federal Transitional Authorization (TA) that would have been issued at the time of registration. We have subsequently determined that the Village did not complete their WESR registration within the required time (pers. conversation Deb Courtman, Environment Canada) resulting in a requirement for immediate compliance with the federal discharge requirements. Therefore, the phased program is no longer appropriate and upgrading the system to comply as soon as possible with the federal standards using the ICIP-RNC program funding appears to be the most appropriate action.

In the interim, the Village is required to provide Environment Canada with a remediation plan and Environment Canada will issue a "Direction" stating the conditions for compliance with WESR in a "reasonable time" that will be determined in consultation with the Village.

SCOPE OF WORK

The work consists of preparing, on behalf of the Village of Port Clements, documentation required for compliance with WESR and to prepare for the feasibility and design stages of the project. Tasks are described below:

1. Project initiation and management for this contract including previous time spent on preparation of proposals and briefing documents.
2. Assist Village with compiling and submitting outstanding WESR reports. Flow data will be estimated based on census data from Census Canada and provided by the Village of Port Clements. Effluent quality data from past sampling will be used where available, otherwise "999" placeholders will be submitted.
3. Prepare a remediation plan for submission to Environment Canada. This will be the basis for Canada issuing a "Direction" consisting of requirements and schedule for compliance.
4. Prepare a Terms of Reference that can be used by the Village in soliciting proposals for services for preparation of a feasibility study, partial design and funding documentation for the ICIP-RNC program.

TEAM

Paul Turje, P.Eng. is President of P.S.Turje & Associates Ltd with 47 years of experience in a broad range of civil engineering infrastructure projects throughout BC and Yukon including international work in Russia. Paul and the firm have specialized in serving the needs of smaller, rural and First Nations communities where remoteness, lack of specialized skills, limited financial resources and climatic challenges are a common factor. Paul will act as project manager and will provide senior project review.

Rob Tamaki, MASC, P.Eng. is principal design engineer with 27 years of experience working with P.S.Turje & Associates in projects ranging from river erosion protection, water and wastewater pumping and treatment and community utilities. Rob will be responsible for completing analysis, reports and drawings and will coordinate the team of sub-consultants.

FEES AND DISBURSEMENTS

Estimated fees are detailed below

PROJECT FEE ESTIMATE

CLIENT: Village of Port Clements

PROJECT: Wastewater Treatment - DOCUMENTATION

CONSULTANT: P.S.Turje & Associates Ltd.

Date: 2019-04-09

File: M113b

Prep. By: P.Turje

	Sr.Eng. PT/RT \$175	Tech \$125	Clerical \$35	Totals
FEES				
1. Project Initiation and project management	24			\$4,200
2. WESR reporting	8			\$1,400
4. Prepare remediation plan for submission to WESR	8			\$1,400
5. Prepare terms of reference for feasibility and design proposal call	32			\$5,600
Subtotal Fees	72			\$12,600
SUBCONSULTANTS				
Subconsultant handling charge			5.0%	
Subtotal Subconsultants				
DISBURSEMENTS				
Office expenses	1	ls	100	\$100
Disbursement handling charge			5%	\$5
Subtotal Disbursements				\$105

PHASE TOTAL	\$12,705
--------------------	-----------------

SCHEDULE

The work will be completed within 1 week of completion of the reconnaissance report detailed in a separate submission.

TERMS AND CONDITIONS

We will provide our Services in accordance with the Terms of Engagement attached.

Work requested and completed which is in addition to the agreed upon scope of work will be charged extra at the rates noted below and will proceed only with the prior approval of the Client.

Additional labour required to complete work in addition to the noted scope of work will be charged at the hourly rates noted on the fee estimate.

psturje

Work performed will be invoiced monthly and invoices are due and payable within 30 days of the date on the invoice. Interest at the annual rate of prime + 4% will be charged on any outstanding balance after 30 days of the date on the invoice. Our proposal is based on the work being completed as a continuous process. Interruptions in the work may require addition compensation to reinitiate the project.

We thank you for this opportunity and look forward to a successful completion of this project. If you agree with the above and wish us to proceed with the work, please sign the attached acceptance page and email or post only that page back to us.

Yours truly
Paul Turje, P.Eng.

Rob Tamaki, M.A.Sc., P.Eng.



Project Manager
President, P.S. Turje & Associates Ltd.



Senior Project Engineer

ACCEPTANCE

The Village of Port Clements ("Client") accepts this offer of civil engineering services from P.S. Turje & Associates Ltd ("Turje") dated 2019-04-09.

Name and Position

Signature

Date

GENERAL: P.S. Turje & Associates Ltd. ("Turje") shall render the Services, as specified in the attached Scope of Services, to the Client for this Project in accordance with the following terms of engagement. Turje may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

COMPENSATION: The Client agrees to pay Turje for all services performed and all costs incurred. Charges for services rendered will be made in accordance with the Offer of Services attached. All charges will be made in, and will be payable in Canadian Dollars. Invoices will be due and payable by the Client within 30 days of the date of the invoice without holdback. Interest on overdue accounts is 5% over the prime commercial lending rate of the Royal Bank of Canada. If any invoice is not paid within 30 days of the date of the invoice, Turje may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of the services.

REPRESENTATIVES: Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION: Either party may terminate this engagement without cause upon 30 days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to Turje its charges for the Services performed, including all expenses and other charges incurred by Turje for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving 7 days' notice to remedy the breach. On termination by Turje under this paragraph, the Client shall forthwith pay to Turje its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL: Turje's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil, surface water or groundwater. Turje will co-operate with the Client's environmental consultant during the field phase of the investigation.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Turje will provide and exercise the standard of

care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY: Turje shall not be responsible for:

- the failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- any cross-contamination resulting from subsurface investigations;
- any damage to subsurface structures and utilities which were identified and located by the Client;
- any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- the unauthorized distribution of any confidential document or report prepared by or on behalf of Turje for the exclusive use of the Client.

Turje's liability with respect to any claims arising out of this agreement shall be absolutely limited to direct damages arising out of Turje's services rendered under this agreement. Turje shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of profits and loss of markets.

The total amount of all claims the Client may have against Turje under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of the contract.

No claim may be brought against Turje in contract or tort more than 1 years from the date of: (a) Substantial Performance of the Work; (b) suspension or abandonment of the project; (c) termination of Turje's services in this agreement; or (d) commencement of the limitation period for claims prescribed by any statute of the Place of the Work, whichever shall first occur, and following the expiration of such period, the Client shall have no claim whatsoever against Turje.

The Client expressly agrees that it has entered into this Agreement both on its own behalf and as agent on behalf of its employees and principals.

The Client expressly agrees that Turje's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of Turje's employees or principals in their personal capacity.

CONSTRUCTION COST ESTIMATES: The parties agree that Turje cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Cost Estimate. The parties further agree that nothing in their agreement shall be deemed to be a cost condition or representation that the project can be completed for the amount of the Construction Cost Estimate or any other amount and the Client expressly waives its right to withhold Turje's fees, either in whole or in part, or to make any claim or commence an action or bring any other proceedings in any court of law against Turje in connection with advice or information relating to the Construction Cost Estimate whether in contract, tort or otherwise.

DOCUMENTS: All of the Documents prepared by Turje or on behalf of Turje in connection with Project are instruments of service for the execution of the Project. Turje retains the property and copyright in those Documents whether the Project is executed or not. These Documents may not be used on any other project without the prior written agreement of Turje.

Documents are prepared for the Client for its own information and may not be used or relied upon by any other person unless that person is specifically named by Turje in this Agreement as a beneficiary of the Documents, in which case the Documents may also be used by the additional beneficiary Turje has named. The Client agrees to maintain the confidentiality of the Documents and reasonably protect the Documents from distribution to any other person. If the Client directly or indirectly causes the Documents to be distributed to any other person, The Client agrees to indemnify, defend, and hold Turje harmless if any third party brings a claim against Turje relating to their inspection of the Documents.

FIELD SERVICES: Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of Turje, to observe whether the work

of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in Turje providing qualified certifications for the work.

DISPUTE RESOLUTION: If requested in writing by either the Client or Turje, the Client and Turje shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of 30 calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of The British Columbia Arbitration & Mediation Institute or by an arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Supreme Court.

CERTIFICATIONS, GUARANTEES, WARRANTIES: Turje shall not be required to execute any document that would result in Turje certifying, guaranteeing or warranting the existence of any conditions.

END OF TERMS OF ENGAGEMENT

P.S. Turje & Associates Ltd.
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ACTION ITEMS

<u>#</u>	<u>Date</u>	<u>Description</u>	<u>Lead</u>	<u>Follow up</u>
A30	06-09-2016	Weight Room Upgrades	Administration	Questionnaire distributed on equipment use - Several Turned in. Grant Writer to look for opportunities Ruth Bellamy & CAO toured facilities to determine what improvements should be made. Grant Writer searching out funding.
	14-03-2019			Councillor Kish contacted Grant Writer about grants. She also spoke to Ruth Bellamy about equipment and removal of non-essential items. Plan to dispose of these items during free tipping day
A31	03-04-2017	Health Clinic Ventilation	Administration	Sullivan Mechanical has completed a site visit and will present a plan for a fitting for a HRV & quote. Still in Progress. CAO to write a letter to company requesting a deadline for install Sullivan Mechanical submitted a quote and Council will discuss.
A36	08-08-2017	Sunset Park Mgmt. Plan	Council	Review recently adopted Management plan in Nov/Dec 2017 and again in Nov/Dec 2018.
A-39	06-11-2017	Asset management	Administration	Follow up with past public work employees to ask for historical asset locations, etc. Received UBCM grant funding and received FCM matching grant funds. Will be meeting with Urban Systems on March 6th to discuss plans going forward. In progress. Contract Awarded & Contractor has started. Has been completed, will be on next Agenda.
A-41	2018-09-260	Amend the Campground Bylaw fees		Still in Progress - Still needs to be reviewed
A-42	01-03-2019	Website updates		Still in progress. There were technical issues with the website designer.
	14-03-2019			Website being transferred.
	26-03-2019			Website live, further content & bug check in progress
	12-04-2019			Issues with payment portal, portal down for repairs

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