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PORT RENFREW UTILITY SERVICES COMMITTEE
Notice of Meeting on Thursday, June 8, 2017 at 6 p.m.
Port Renfrew Recreation Centre

Director Mike Hicks (Chair) Karl Ablack Anne Tremblay Kristine Pearson
Chris Welham John Wells

AGENDA

1. Approval of Agenda
2. Adoption of Minutes of November 7, 2016
3. Pacheedaht First Nation Fuel Service Station Agreement (staff report)
4. Verbal Report
 - Port Renfrew Water Service:
 - Water System Improvements – Phase 1 – Increase Capacity of Water Supply
 - Powder Main Road Water Main
 - Water System Improvements – Phase 2 – Increase Capacity of Water Storage
 - Supply Main Replacement – Disinfection Facility to Parkinson Road
 - Port Renfrew Wastewater Service:
 - Outfall Inspection
5. Correspondence
6. New Business
7. Adjournment

To ensure a quorum, advise Lorrie Siemens 250.360.3087 or lsiemens@crd.bc.ca if you cannot attend.



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**Minutes of a Meeting of the Port Renfrew Utility Services Committee
Held November 7, 2016 at the Port Renfrew Recreation Centre, Port Renfrew, BC**

PRESENT: **Committee Members:** K. Ablack, CRD Regional Director, M. Hicks, A. Tremblay, W. Smith, M. Tremblay, K. Pearson
Staff: T. Robbins, General Manager, Integrated Water Services, M. McCrank, Senior Manager, Infrastructure Operations, M. Cowley, Manager, Wastewater Engineering and Planning, S. Mason, Manager, Water Engineering and Planning, P. Dayton, Senior Financial Analyst, T. Watkins, Manager, Policy and Planning, Environmental Resource Management, L. Siemens (recorder)
28 members of the Public

The meeting was called to order at 6:35 p.m.

1. Approval of Agenda

The following changes were made to the agenda:

- Item #9 was moved to Item #3.

MOVED by W. Smith, **SECONDED** by K. Ablack,
That the agenda be approved as amended

CARRIED

2. Adoption of Minutes of April 25, 2016

MOVED by K. Ablack, **SECONDED** by W. Smith,
That the minutes of April 25, 2016 be adopted as previously circulated.

CARRIED

3. Correspondence

Director Hicks provided information and a suggested motion respecting water servicing.

Director Hicks provided information on the water servicing requests and linkages to the CRD Regional Growth Strategy.

The remaining agenda items were re-ordered randomly and documented in the order they were presented.

4. 2017 Operating and Capital Budget

M. McCrank presented a written report and the 2017 Operating and Capital budget documents.

MOVED by W. Smith, **SECONDED** by A. Tremblay,
That the Port Renfrew Utility Services Committee recommend to the CRD Board that:

1. The 2017 operating and capital budget for the Port Renfrew Street Lighting Local Service be approved as presented;
2. The 2016 actual revenue and expense for the Port Renfrew Street Lighting Local Service be balanced on the 2017 contingency;
3. The 2017 operating and capital budget for the Port Renfrew Refuse Disposal Local Service be approved as presented;
4. The 2016 actual revenue and expense for the Port Renfrew Refuse Disposal Local Service be balanced on the 2016 Transfer to Capital Reserve fund;
5. The 2017 operating and capital budget for the Port Renfrew Water Local Service be approved as presented;
6. The 2016 actual revenue and expense for the Port Renfrew Water Local Service be balanced on the 2016 Transfer to Capital Reserve fund;
7. The 2017 operating and capital budget for the Snuggery Cove Water Local Service be approved as presented;
8. The property value tax be increased to \$23,770 (2016 \$23,700) for the Snuggery Cove Water Local Service;
9. The 2016 actual revenue and expense for the Snuggery Cove Water Local Service be balanced on the 2017 requisition;
10. The 2017 operating and capital budget for the Port Renfrew Sewer Local Service be approved as presented; and
11. The 2016 actual revenue and expense for the Port Renfrew Sewer Local Service be balanced on the 2016 transfer to Capital Reserve Fund.

CARRIED

5. Water Service User Fee – Single Family Equivalent Allocations

M. Cowley presented a written report.

MOVED by K. Ablack, **SECONDED** by W. Smith,
That the Port Renfrew Utility Services Committee recommend to the Electoral Area Services Committee to:

1. Direct staff to review the current SFE allocations for the existing water service connections; and
2. Approve funding in the amount of \$5,000 from the Port Renfrew Operations budget to conduct the SFE allocation review.

CARRIED

MOVED by Director Hicks, **SECONDED** by A. Tremblay,
That the list of SFE allocations be made available to those who request the information.

CARRIED

6. Water System Improvements Update – Phases 1 and 2

S. Mason presented a written report.

MOVED by K. Ablack, **SECONDED** by A. Tremblay,
That the Port Renfrew Utility Services Committee receive this report for information.

CARRIED

7. Low Water Pressure Issue – Osprey Place

S. Mason presented a written report.

MOVED by A. Tremblay, **SECONDED** by K. Ablack,
That the Port Renfrew Utility Services Committee direct the Capital Regional District staff to work with the developers and determine their plans for any future water system improvements and more specifically determine if those plans would resolve the low water pressure issue at Osprey Place and report back to the committee at a future meeting.

CARRIED

8. Technical and Operational Review of a Conceptual Dedicated Water Supply Pipe

S. Mason presented a written report.

MOVED by A. Tremblay, **SECONDED** by W. Smith,
That the Port Renfrew Utility Services Committee receive the report for information.

CARRIED

9. Tidal Influence on Wastewater Treatment Plant Flows

M. Cowley presented a written report.

MOVED by W. Smith, **SECONDED** by K. Ablack,
That the Port Renfrew Utility Services Committee receive the report for information.

CARRIED

10. New Business

There was no new business.

11. Adjournment

The meeting was adjourned at 8:15 p.m.



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**REPORT TO THE PORT RENFREW UTILITY SERVICES COMMITTEE
MEETING OF THURSDAY, JUNE 8, 2017**

SUBJECT PACHEEDAHT FIRST NATION FUEL SERVICE STATION AGREEMENT

ISSUE

To review a proposed agreement between the Capital Regional District (CRD) and the Pacheedaht First Nation to provide a water service connection for a proposed fuel service station.

BACKGROUND

The Pacheedaht First Nation are building a fuel service station adjacent to the Port Renfrew Fire Hall in Port Renfrew. The Pacheedaht First Nation have requested a 25 mm water service connection to the Port Renfrew Water Service system. As the proposed fuel service station is outside of the Port Renfrew Water service area, it is recommended that a service agreement between the CRD and the Pacheedaht First Nation be established.

The engineering consultant working for the Pacheedaht First Nation has provided a design brief to the CRD addressing the expected flow rates and single family equivalents (SFE) for billing purposes. At the time of writing this report the consultant has scheduled a hydrant flow test to confirm that the required fire flow is available to the proposed fuel station. The CRD would not object to providing a service connection based on the information received in the design brief.

The CRD has prepared a draft agreement to present to the Pacheedaht First Nation that details the proposed connection, rights and responsibilities of both parties and payment details. The CRD is looking to review the agreement with the Port Renfrew Utility Services Committee (PRUSC) prior to finalization.

ALTERNATIVES

1. That the PRUSC accept the agreement in principle as written, and direct the CRD to present the agreement to the Pacheedaht First Nation. If the agreement is acceptable to the Pacheedaht First Nation, the PRUSC direct CRD to execute the agreement.
2. That the PRUSC direct CRD staff to revise the agreement as per committee recommendation.

IMPLICATIONS

Alternative 1 – If the PRUSC accepts the agreement as written, the Pacheedaht First Nation will be responsible for the annual water user fee for 1.25 SFEs, all costs associated with the installation of the connection (estimated at \$10,000) and an amenity charge of \$10,000 (1.25 SFE multiplied by \$8,000/SFE) for future system upgrades (similar to other recent developments).

Alternative 2- If the PRUSC directs CRD staff to revise the agreement, then the agreement will be modified and any costs not covered by the Pacheedaht First Nation will need to be funded by other means.

CONCLUSION

To facilitate a water service connection from the Port Renfrew Water system to the Pacheedaht First Nation an agreement between the CRD and the Pacheedaht First Nation should be executed. The CRD has submitted a proposed agreement to the PRUSC for review. Provided the agreement is acceptable to the PRUSC the CRD will present the agreement to the Pacheedaht First Nation.

RECOMMENDATION

That the PRUSC accept the agreement in principle as written, and direct the CRD to present the agreement to the Pacheedaht First Nation. If the agreement is acceptable to the Pacheedaht First Nation, the PRUSC direct CRD to execute the agreement.

| | |
|---------------|---|
| Submitted by: | Joseph Marr, P.Eng., Project Engineer |
| Concurrence: | Matthew McCrank, M.Sc., P.Eng., Senior Manager, Infrastructure Operations |
| Concurrence: | Ted Robbins, B.Sc., C.Tech., General Manager, Integrated Water Services |

Attachments:

1. Engineering Consultants Design Brief – J.E Anderson – May 5 – 2017
2. Draft Water Supply Agreement – Capital Regional District and Pacheedaht First Nation

May 05 2017

File No. 29400

Joseph Marr, P.Eng.
CRD Integrated Water Services
479 Island Highway
Victoria BC V9B 1H7
Via email

**Re: Port Renfrew – Pacheedaht First Nation
Water Service for Proposed Fuel Station.**

It is JEA's understanding that the Pacheedaht First Nation have requested the CRD for inclusion to the Port Renfrew water service district for their proposed Fuel Station on Parkinson Road. Further to your letter, dated February 9, 2017, JEA provides the following requested information.

1. The Average and Maximum Daily Design Flowrate

It is recommended that the proposed development be calculated as per, Schedule C of CRD Bylaw 3847 which states that Commercial users, with less than 3 employees, are equivalent to 1.25 SFE (Single Family Equivalent).

JEA understands that the SFE maximum daily demand (MDD) rate in Port Renfrew is 1,450 L/day. The MDD and ADD for the proposed gas station is estimated to be 1,810 L/day and 725 L/day respectively.

For context, the proposed Fuel Station site will have two buildings that will consist of a 360 square foot office/store building and a 150 square foot washroom/electrical building. The office/store building will have 1 sink and a hose bib, whereas the washroom/electrical building will have 2 sinks, 2 toilets, and a hose bib.

2. The Required Fire Flow versus the available Fire Flow

Please find attached JEA FUS fire flow for the Fuel Station site which indicates that required FUS fire flow is 1,800 L/min. However, please note that the FUS minimum recommended fire flow is 2,000 L/min.

JEA understands that the available fire-flow to the site has not been verified. Therefore, it is recommended that an AWWA hydrant flow test is conducted to confirm the available fire-flow.

3. The minimum pressure required versus the available

The hydrant flow test noted above indicates that the available pressure at the site is 48 PSI. The BC Building Code, though not applicable because the Fuel Station is located on Reserve land, requires a minimum pressure of 200 kpa (approximately 30 psi), at the building entry point.

4. The Required Service Size

A 25 mm water service is requested. It is understood that the proposed water service must connect to the existing system downstream of the check valve near the intersection of Deering Road and Parkinson Road. JEA will work with the CRD to coordinate a preferred water service route to the site.

5. Confirmation the Proposed Fuel Station complies with all Land Use Plans and Policies

JEA has been advised by the Pacheedaht First Nation that the Fuel Station is located on Reserve Land which is under Federal Jurisdiction and thus is not subject to the local Land Use Plans and Policies.

6. Confirmation of the Engineer of Record for designing the water service.

Ross Tuck, P.Eng. will be the Engineer of Record for designing the water service.

I trust that this letter meets your needs at this time. Please feel free to contact either one of the undersigned if you have any additional questions.

Yours truly,

J.E. Anderson and Associates


R. TUCK
Ross Tuck, P.Eng.
Principal
2017-05-05

WATER SUPPLY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

CAPITAL REGIONAL DISTRICT
625 Fisgard Street,
Victoria, British Columbia
V8W 1R7
Fax No. 250-474-4012

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

PACHEEDAHT FIRST NATION
350 Kalaid Street
Port Renfrew, British Columbia
V0S 1K0

(hereinafter called the "**Pacheedaht First Nation**", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The CRD, pursuant to *Port Renfrew Water Supply Local Service Establishment Bylaw No. 1, 1989*, operates a local service for the supply, treatment, conveyance, storage and distribution of water at Port Renfrew, within the area defined by the bylaw (the "service area").
- B. The Pacheedaht First Nation service station on I.R. NO.1, Pacheena on Parkinson Road (the "Service Station"), having no other source of water at this time, are desirous of purchasing a supply of water under the terms hereinafter set out.

NOW THEREFORE, in consideration of the covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRD and the Pacheedaht First Nation do hereby covenant and agree each with the other as follows:

1.0 WATER CONNECTION

- 1.1 The CRD shall, subject to the terms of this agreement, provide the Pacheedaht First Nation with a metered connection to the CRD's water main at the boundary of the Port Renfrew local service area, at I.R. NO.1, Pacheena on Parkinson Road (the "Connection"). Refer to Appendix A for a map illustrating the service location.
- 1.2 The CRD shall have the exclusive control of the connection and the Pacheedaht First Nation shall not, nor permit any other person to tamper with, use or manipulate the valves or meter that form part of the connection.
- 1.3 Any costs associated with the maintenance of the meter or the connection shall be charged to the Pacheedaht First Nation.

2.0 TERM

The term of this Agreement shall commence on the first day of June 2017 and shall be for a period of five years which, at the request of the Pacheedaht First Nation and at the sole discretion of the CRD, may be renewed.

3.0 CONDITIONS OF USE

3.1 Terms and conditions of obtaining and continuing, during the term, a connection to the CRD water main are:

- (a) Any future water systems, including all valves and pipes, installed on the Pacheedaht First Nation System from the Connection shall be in accordance with the British Columbia plumbing code and the bylaws of the CRD including an appropriate backflow prevention device at the property line directly after the CRD flow meter.
- (b) The water systems operated by the Pacheedaht First Nation shall be maintained and operated at the sole cost of the Pacheedaht First Nation System and the Pacheedaht First Nation hereby releases and discharges the CRD from any liability whatsoever arising out of the existence, operation or installation of any water system facility operated by the Pacheedaht First Nation and shall indemnify and save harmless the CRD from any liability whatsoever arising out of the existence, operation or lack of maintenance of the Pacheedaht First Nation system or connection facility, downstream from the Connection.
- (c) The Pacheedaht First Nation shall respond promptly to report any leaks in the Pacheedaht First Nation's system to the CRD and to effect repairs. The CRD may close the connection to conserve water until the leak has been repaired.
- (d) The Pacheedaht First Nation shall comply with each and every provision and regulation set out in parts 1 and 2 of the Water Regulations Bylaw No. 1, 1990, being Bylaw No. 1792 of the Capital Regional District, as amended from time to time or its successor
- (e) The Pacheedaht First Nation shall not add any additional water connection, other than from the Connection to the Service Station, during the term of this agreement without the written consent of the CRD.
- (f) The insurance policy required herein is in full force and effect and the Pacheedaht First Nation agrees to provide sixty (60) days advance notice to the CRD of any changes to or cancellation of the policy.
- (g) Maximum monthly flow not to exceed 60,000 litres (1,850 litres per day (maximum day demand) multiplied by 31 days.

4.0 PAYMENT

4.1 User Charge

The CRD shall assess a user charge for water use by the Pacheedaht First Nation system in accordance with this agreement. The CRD shall invoice the Pacheedaht First Nation on each quarter of the year, and the Pacheedaht First Nation shall pay the user charge within 30 days of the date of billing.

The user charge will be calculated as per CRD Bylaw No. 3847 as amended, or its successor, based on Schedule "C" and 1.25 Single Family Equivalents (Unit) which is the number of Units for a Commercial building housing 1 business up to 3 employees.

4.2 Connection Charge

The Pacheedaht First Nation will pay all costs associated with the water service connection to the Port Renfrew Water System including engineering, construction and administration costs. Payment of this item shall be made to the CRD at the time of completion of this agreement by the Pacheedaht First Nation, no separate invoice will be sent.

4.3 Amenity Charge

The Pacheedaht First Nation will pay a one-time amenity charge of \$10,000 (1.25 SFE multiplied by \$8,000/SFE) for future system upgrades based on the proposed number of Single Family Equivalents. Payment of this item shall be made to the CRD at the time of completion of this agreement by the Pacheedaht First Nation, no separate invoice will be sent.

5.0 DEFAULT

- 5.1 Should there be default in any payment required to be made to the CRD under this agreement, the CRD may, at its option, disconnect the Pacheedaht First Nation system from the Connection.
- 5.2 Should the Pacheedaht First Nation system be disconnected as in 5.1, reconnection to the Connection shall not be made until the payments required to be made and that are in default have been fully paid and satisfied and should any payment not be made as required by this agreement, the same shall bear interest at the rate of ONE AND ONE-HALF (1.5%) PERCENT per month on the balance outstanding from the date of default until the date of payment.
- 5.3 The Pacheedaht First Nation shall be responsible for any CRD costs incurred in the reconnection of the Pacheedaht First Nation system to the CRD's system if required pursuant to paragraph 5.2.

6.0 CRD'S RIGHTS

- 6.1 Nothing contained or implied herein shall prejudice or effect the rights and powers of the CRD in the exercise of its powers and functions under any statute, bylaw, order or regulation, all of which may be fully and effectively exercised in relation to the CRD's water system as if this agreement had not been executed and delivered by the Pacheedaht First Nation.
- 6.2 This agreement shall not be construed so as to create any greater standard of care or liability on the part of the CRD in respect of the supply of water through the Connection than that which applies to the supply of such services to the local service area and other inhabitants of the CRD.
- 6.3 The CRD does not guarantee the availability, supply, quantity, purity or pressure of water supplied at the connection to the Pacheedaht First Nation system under this agreement.
- 6.4 The CRD does not guarantee or represent that the supply or flow of water in the Port Renfrew Utility Water Service fire hydrants in close proximity to the Service Station can be relied upon for fire protection purposes for the Service Station.

- 6.5 The CRD reserves the right to restrict the quantity of water delivered to the Pacheedaht First Nation System at the connection in times of shortage to the service area.

7.0 TERMINATION

- 7.1 Should the Pacheedaht First Nation fail to perform any provision of this agreement, the CRD may forthwith terminate this agreement and disconnect the Connection.
- 7.2 The CRD may forthwith terminate this agreement and disconnect the Connection:
- (a) should the CRD be found to not have statutory authority for the purpose of entering into this agreement,
 - (b) for any reason upon THIRTY (30) DAYS' written notice of its intention to do so.

8.0 INDEMNITY

The Pacheedaht First Nation shall indemnify and save harmless the Capital Regional District from any and all liability whatsoever that may arise out of the supply of water under this agreement, or as a result of the use or consumption of the water so supplied or the construction of any water facilities or system downstream from the Connection.

9.0 INSURANCE

- 9.1 The Pacheedaht First Nation shall, during the term of this agreement obtain and keep in effect, with an insurance company approved by the CRD, a policy of insurance insuring the Pacheedaht First Nation and the CRD, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, in a form approved by the CRD, from any and all liability that might arise as a result of the supply of water, the construction of the Pacheedaht First Nation water facilities or system, or the use or consumption of water supplied under this agreement. Such policy will provide for sixty (60) days' notice to the CRD as a condition of its cancellation.
- 9.2 The Pacheedaht First Nation shall submit, at the time of completion of this agreement, the necessary insurance documentation for review by the CRD.

10.0 INTERPRETATION

- 10.1 Nothing in this agreement shall be interpreted as creating an agency, partnership or joint venture between the CRD and the Pacheedaht First Nation.
- 10.2 Nothing contained or implied herein shall prejudice or affect the rights and powers of the CRD in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the sale of water to the Pacheedaht First Nation as if this agreement had not been executed and delivered by the Pacheedaht First Nation.
- 10.3 This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, successors and assigns.

APPENDIX A

MAP OF PACHEEDAHT FIRST NATION GAS STATION INCLUDING WATER SERVICE CONNECTION LOCATION