



Alberni-Clayoquot Regional District

SALMON BEACH COMMITTEE MEETING

WEDNESDAY, AUGUST 30TH, 2017, 10:30 AM

Regional District Board Room, 3008 5th Avenue, Port Alberni, BC

AGENDA

	PAGE #
1. <u>CALL TO ORDER</u>	
2. <u>APPROVAL OF AGENDA</u> <i>(motion to approve, including late items requires 2/3 majority vote)</i>	
3. <u>ADOPTION OF MINUTES</u>	
a. Salmon Beach Committee Meeting – May 4, 2017	3-5
<i>THAT the minutes of the Salmon Beach Committee meeting held on May 4th, 2017 be received.</i>	
4. <u>CORRESPONDENCE FOR INFORMATION</u>	
a. TOQUAHT NATION	6
Re: License of Occupation – Salmon Beach Sewage Field – Alternative Uses on Site	
5. <u>REQUEST FOR DECISIONS & BYLAWS</u>	
a. REQUEST FOR DECISION	7
Re: Salmon Beach – Administration Building Demolition	
<i>THAT the Salmon Beach Committee support rejecting all quotes received for the demolition of the Salmon Beach Administration Building and request staff review the required works and provided funding estimates in 2018 budget process to complete the project.</i>	
b. REQUEST FOR DECISION	8-21
Re: Salmon Beach – Maintenance Contractor Contract RFP	
<i>THAT the Salmon Beach Committee review the maintenance contract and recommend changes (if required) and support staff in advertising a request for proposals for the maintenance contract at Salmon Beach for a three year term.</i>	
c. REQUEST FOR DECISION	22-47
Re: Salmon Beach – Sanitary Sewer Study Proposal	

THAT the Salmon Beach Committee support the Salmon Beach sanitary sewer study proposed by CASCARA Consulting Engineers Limited through their subcommittee and have staff make arrangements to enter into the agreement for service as proposed for \$10,000 plus GST.

6. REPORTS

- | | | |
|----|---|--------------|
| a. | MEMORANDUM | 48 |
| | West Coast Assistant - July & August 2017 Activity Report | |
| b. | MEMORANDUM | 49-52 |
| | Salmon Beach Committee – Discussion Topic as Requested | |

THAT the Salmon Beach Committee receive reports a-b.

7. LATE BUSINESS

8. ADJOURN



Alberni-Clayoquot Regional District

MINUTES OF THE SALMON BEACH COMMITTEE

MEETING HELD ON TUESDAY, MAY 4, 2017, 2:30 PM

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

MEMBERS Tony Bennett, Director, Electoral Area "C" (Long Beach)

PRESENT: Kel Roberts, Chairperson

Mary Ellen Peet

Ken Lunde

Teri Graff

Jill Maibach

REGRETS:

STAFF PRESENT: Wendy Thomson, Acting CAO

Andrew McGifford, Manager of Environmental Services

Janice Hill, Acting Manager of Administrative Services

1. CALL TO ORDER

The Chairperson called the meeting to order at 2:30 pm.

The Chairperson recognized the meeting this afternoon is being held in the Tseshah First Nation and the Hupacasath First Nation Traditional Territories.

2. APPROVAL OF AGENDA

MOVED: K. Lunde

SECONDED: K. Roberts

THAT the agenda be approved as circulated.

CARRIED

4. ADOPTION OF MINUTES

a. **Salmon Beach Committee Meeting held February 28, 2017**

MOVED: J. Maibach

SECONDED: E. Peet

THAT the minutes of the Salmon Beach Committee Meeting held on February 28, 2017 be received.

CARRIED

5. REQUEST FOR DECISIONS & BYLAWS

a. Request for Decision regarding Salmon Beach Public Water Supply Options

*MOVED: E. Peet
SECONDED: J. Maibach*

THAT the Salmon Beach Committee defer the sourcing of engineering services up to a cost of \$20,000 to begin an investigation of the potable water source in Salmon Beach.

CARRIED

b. Request for Decision regarding Salmon Beach Public Water Supply Options

*MOVED: K. Lunde
SECONDED: T. Graff*

THAT the Salmon Beach Committee defer that the Alberni-Clayoquot Regional District Board of Directors amend bylaw F1076 – Salmon Beach Sewage Disposal Service:

- 1. The fees for the Regional District to pump a sewage holding tank shall be \$120.*

CARRIED

c. Request for Decision regarding Salmon Beach Public Toilets

*MOVED: J. Maibach
SECONDED: E. Peet*

THAT the Salmon Beach Committee defer the re-instatement of public toilets at the beach and Public Square for the Salmon Beach Community use, and staff to provide information to the committee to present at the May 21st meeting.

CARRIED

5. REPORTS

a. STAFF REPORT

Salmon Beach - Local Community Commission Study – Staff will provide further information to committee.

b. **MEMORANDUM**
Salmon Beach - Other Updates

a. **Clearing of trees on road rights-of-way**

MOVED: J. Maibach
SECONDED: E. Peet

THAT the Salmon Beach Committee passed a motion for staff not to proceed with any clearing of trees on road rights-of-way.

CARRIED

c. **West Coast Assistant - Verbal Report – (A. McGifford)**

The Manager of Environmental Services advised the committee that the West Coast Assistant will filled by July 1, 2017.

d. **Well #10 – 72 hour pump test – Verbal Report – (A. McGifford)**

The Manager of Environmental Services provided an estimate from L. Crawford of Arrowsmith Water to perform a 12-hour pump test on Well #10, who will also provide results of a water quality test.

MOVED: E. Peet
SECONDED: J. Maibach

Motion to accept Arrowsmith Water's quote of \$1640.00.

CARRIED

6. **ADJOURN**

MOVED: E. Peet
SECONDED: K. Roberts

THAT this meeting be adjourned at 4:26 pm.

CARRIED

Certified Correct:

Kel Roberts,
Chairperson

Andrew McGifford,
Manager of Environmental Services



Alberni-Clayoquot Regional District
Attention: John Jack, Chairperson
3008 Fifth Avenue
Port Alberni, BC, V9Y 2E3

May 18, 2017

Re: License of Occupation – Salmon Beach Sewage Field – Alternative Uses on Site

Dear Mr. John Jack,

In response to your letter dated March 21, 2017, the Toquaht Nation Executive has met to review the ACRD proposal for the burning of wood/brush debris in an appropriate area on Toquaht Lands.

We appreciate the ACRD efforts working collaboratively with TN staff towards addressing the illegal dumping of brush and wood debris on Toquaht Lands.

Toquaht would like to collaborate further with the ACRD to find a solution to the issue of dumping for all residents of Barkley sound. Toquaht staff would also like to work in partnership with ACRD staff to understand best practices for dealing with yard waste. As such, Toquaht is hoping that ACRD and Toquaht staff can meet in the coming weeks to ask questions and better understand the situation.

Please contact Juliet Van Vliet to set up a meeting at your convenience at 250 726 4230 or via email at julietv@toquaht.ca. If you have further questions, please do not hesitate to contact Juliet directly.

Thank you,

Anne Mack
hawit
Toquaht Nation



REQUEST FOR DECISION

To: Salmon Beach Committee

From: Andrew McGifford, CPA, CGA, Manager of Environmental Services

Meeting Date: August 30, 2017

Subject: Salmon Beach - Administration Building Demolition

Recommendation:

THAT the Salmon Beach Committee support rejecting all quotes received for the demolition of the Salmon Beach Administration Building and request staff review the required works and provided funding estimates in 2018 budget process to complete the project.

Summary:

The Salmon Beach Administration Building has been identified for demolishing as the costs to repair were significant and the structure is no longer of value. The building has been secured and the access to the main part of the building has been boarded up, the garage section is still used to store supplies.

The hazardous materials survey was completed and the building did not have a lead paint nor an asbestos issue, but a mold is an identified concern. The ACRD requested quotes to complete the demolition and there were five quotes received, all five were well over the amount budgeted in the 2017.

Staff are recommending that the committee rejects all quotes review the budget and complete in 2018.

Financial Implications:

The capital plan for Salmon Beach Security has a budget of \$10,000 for the demolition of the Administration Building. The quotes all exceed the budgeted amount.

Time Requirements – Staff & Elected Officials:

A modest amount of staff time to prepare and update the request for quote.

Options considered:

Request the Board of Directors amend the 2017 Financial Plan to allow for demolition in 2017, staff do not recommend this option.

Submitted by: _____
Andrew McGifford, CPA, CGA, Manager of Environmental Services

Approved by: _____
Douglas Holmes, CPA, CA, Chief Administrative Officer



REQUEST FOR DECISION

To: Salmon Beach Committee

From: Andrew McGifford, CPA, CGA, Manager of Environmental Services

Meeting Date: August 30, 2017

Subject: Salmon Beach – Maintenance Contractor contract RFP

Recommendation:

THAT the Salmon Beach Committee review the maintenance contract and recommend changes (if required) and support staff in advertising a request for proposals for the maintenance contract at Salmon Beach for a three year term.

Desired Outcome:

To have a new contract in place for the maintenance duties at Salmon Beach effective November 1, 2017

Summary:

The process for the securing the contract was undertaken in late 2015. The contract was awarded to Ryan Smith Services, this was the first time that the scope of work was offered for contract in this manner. The nature of a first time contract will lead to improvements from both sides at the next opportunity. With the upcoming request for proposals for the Salmon Beach Maintenance services staff and the committee were asked to review and make the recommendations for improvements.

Some initial suggestions are:

- 1) Add: Ground Maintenance :
 11. Report the number of picks received for the garbage services and send to accounting@acrd.bc.ca by the 3rd day of the following month.
- 2) Improvements to the recreation facility maintenance – specific language about the standard expected – when power washed, when trimmed, etc.
- 3) Pump screens – cleaned out at specific intervals – Ryan Smith suggestion.
- 4) Month end reporting for inspection of facilities – provide via email to the West Coast Assistant - wcassistant@acrd.bc.ca.
- 5) Strengthening the contract language and expectations of the contractor for this role, language for the required tools and equipment that is expected from the contractor.

Other items can be discussed at the meeting with the committee.

Financial Implications:

If there are additional duties that are identified staff and the committee must keep in mind that there may be an increase in the contract costs. The contract would expire with two months remaining on the year and the increases if there are any would not have a large impact on the 2017 budget. The contract amounts would be known for the 2018 Budget season and provisions can be made within the budget process.

Time Requirements – Staff & Elected Officials:

There is a modest amount of staff time to review, prepare and process the request for proposals. Elected officials time should be minimal for this process.



Submitted by:

Andrew McGifford, CPA, CGA, Manager of Environmental Services



Approved by:

Douglas Holmes, CPA, CA, Chief Administrative Officer

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference the 21ST day of OCTOBER, 2015

BETWEEN:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue
Port Alberni, BC V9Y 2E3
Fax No. 250-723-1327

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

OF THE FIRST PART

AND:

RYAN SMITH

dba

RYAN SMITH SERVICES

PO Box 533
#9 – 1636 Peninsula Road
Ucluelet, BC
Ucluelet, BC, V0R 3A0

("Contractor", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The ACRD called for proposals for the provision of services for Maintenance and Operations Services Contract (the "**Project**"), and the Contractor in reply submitted a proposal. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedule "D" to this Agreement.
- B. The ACRD has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the ACRD in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the ACRD and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

CONTRACTOR'S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by contractors having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and

expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

3. **Confidentiality** You must not disclose any information, data or secret of the ACRD to any person other than representatives of the ACRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the ACRD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the **"Intellectual Property"**) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-Contractors or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 10 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
9. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
10. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, directly or indirectly, from an error, omission or negligent or wilful act of you or your agents, employees, sub-contractors or sub-contractors, or from your breach of this Agreement.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.

12. **Legal Relationship** The legal relationship between you and the ACRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued in accordance with our accounts payable policies, in no case less than 30 days after receipt of your invoice.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the ACRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the ACRD to terminate this Agreement upon giving written notice thereof to the ACRD. In such an event, you shall be paid by the ACRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the ACRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the ACRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the ACRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the ACRD's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the ACRD or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the ACRD and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the ACRD and the Contractor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the ACRD and the Contractor.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the ACRD alone and never refer to the combination of the Contractor and ACRD. The combination of the ACRD and the Contractor is referred to as "the parties".

29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the ACRD and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the ACRD or the Contractor.
35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

36. **ACRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "**ACRD Representative**") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the ACRD Representative in the place and stead of any person previously designated.
37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "**Project Manager**") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

**SCHEDULE "A"
SERVICES AND FEES**

The Contractor will perform the following Services for an annual fee of **\$63,425.00** and will be **paid in 12 equal monthly instalments** after the completion of work outlined below. Submission of a monthly invoice is to be provided to the ACRD Accounts Payable department for processing and will be paid within 30 days:

Security

1. Ensure Salmon Beach entrance security gate operates in accordance with the following schedule: During March 15th to September 15th ensure gate opens by 7:00 am and closes at 9:00 pm. Throughout the rest of the year ensure gate opens by 8:00 am and closes at 6:00 pm.
2. Provide routine maintenance and troubleshooting of the gate to ensure function.
3. Lock boat ramp February 15th to April 15th.
4. Place Department of Fisheries and Oceans notifications at Boat ramp within 24 hours of issuance, throughout season.

Ground Maintenance:

1. Mow and weed the Community Park, beach access and sani field once a week from March 15th to October 15th to maintain a neat appearance. This includes trimming all vegetation around any play equipment, apparatus, buildings and fences. Areas are as shown on the attached map.
2. Trim the shoulders of all internal roads (from the edge of gravel to the edge of the dedicated right of way) once every two weeks from March 15th to October 15th as required maintaining a neat appearance.
3. Cut brush and branches extending into right of way of all internal roads, including ditches and access to sani-field once yearly.
4. The following tasks will be required from March 15th to September 15th:
 - a. Sweep tennis and basketball courts. Once a month.
 - b. Trim and remove weeds around tennis and basketball court fences. Once a month.
 - c. Inspect playground for safety once a month and submit inspection report to the ACRD after each inspection.
 - d. Rake gravel and remove garbage from playground. Once a month.
 - e. Wash playground equipment. Once a year – in advance of May 15th.
 - f. Maintain shrubs at playfield and at Salmon Beach entrance.
5. Install and remove posts and tires at boat ramp twice per year (Spring and Fall).
6. Inspect boat ramp weekly throughout the year with the exception of closed period; submit inspection reports to the ACRD after each inspection. Maintain boat ramp and keep tidy as required.

7. Pressure-wash boat ramp walkway once per month (April through to September).
8. Inspect and clean bridge quarterly, submit inspection report to the ACRD after each inspection.
9. During peak visitor times, May 15th to September 15th, maintain public toilets and supplies. From September 16th to May 14th, lock all public toilets with the exception of the Administration building toilet. Administration building toilet must be kept clean.
10. Organize public toilet pump outs.
11. Inspect garbage dumpsters daily from March 15th – October 15th and weekly for the remainder of the year. Ensure neat and orderly appearance and coordinate disposal.
12. Wash all signs once per year. Install and repair signs at the request of the ACRD.

Pump and Haul

1. The Contractor may use the ACRD's pumper truck (the "Truck") while performing Services related to pumping and hauling sewage, on the following terms and conditions:
 - a. The Contractor shall perform regular safety checks on the Truck before and after pump and haul service and will advise the ACRD of any safety concerns noted;
 - b. The Contractor shall use due care and consideration when operating the Truck;
 - c. The Contractor shall only use the Truck for the purposes of performing Services related to pumping and hauling sewage;
 - d. The Contractor shall return the Truck to 1111 7th Avenue when not using the Truck to perform Services related to pumping and hauling sewage
 - e. Without limiting any other provision of the Agreement, the Contractor releases and must indemnify and save harmless the ACRD, its elected officials, appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability or fees (including fees of solicitors on a solicitor and own client basis) which the Contractor or anyone else may incur, suffer or allege by any reason related to the use, maintenance, or repair of the Truck, or any activity related to the Contractor's use of the Truck.
2. Establish pump and haul schedule. On average there are 200 pump outs each year. Takes an average of 2 hours per pump and haul. Maximum of 6 to 7 pumps per week (900 gallons maximum sewer per single pump out).
3. Contractor will monitor septic tank warning lights and alarms after pumping of a holding tank is performed. Contractor will reset and ensure the warning light switch is turned the "ON" position.
4. Contractor will maintain appropriate licensing requirements for ability to operate pump and haul truck.
5. Septic Field Site: Contractor will manage flows and ensure that sewage is flowing into the field. Visually check boxes located left and right in field area for flow. Record and report

observations and report any concerns found in septic field and pump station to the ACRD.

6. Sani Field pump indicators must be checked after a power outage.

Miscellaneous

1. Following significant weather events, at the direction of the ACRD, provide inspections of the community from the public roads and report to the ACRD on status of infrastructure and potential property damage.
2. Assist with the setup and takedown for the two community meetings in May and September.
3. Attend meetings with the ACRD and SB committee as scheduled. Four per year.

Extra Work

The ACRD will pay the Contractor \$35.00 per hour for extra work completed which is not included in this agreement. All extra work must be approved by the ACRD prior to commencement.

SCHEDULE "B"

INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain throughout the Term, Commercial General Liability insurance in respect of the Services with a minimum coverage of \$5,000,000 including the ACRD as Additional Named Insured. The policy shall not be subject to cancellation for any reason without 30 days notice to the ACRD. The Contractor shall provide evidence of such insurance to the ACRD, upon demand. You must also maintain WCB coverage.

SCHEDULE "C"

CALL FOR PROPOSALS



ALBERNI-CLAYOQUOT
REGIONAL DISTRICT

Request for Proposals

Maintenance and Operations Services Contract Salmon Beach Service Area

The Alberni-Clayoquot Regional District is requesting proposals for the Salmon Beach Service area.

The general scope of this contract is to provide maintenance and operation services to Salmon Beach Recreational Village infrastructure. Details are available at www.acrd.bc.ca, under the 'What's New' tab. Proponents are responsible for familiarizing themselves with the Salmon Beach Community and the works and services required.

Your proposal must include:

1. familiarity, experience and history with this type of work; specifically ground maintenance and pump and haul; and
2. your proposed hours of work for both the winter and summer seasons to meet the needs of the Salmon Beach Community;
3. your proposed monthly fee structure for required services for both summer and winter seasons to meet the needs of Salmon Beach Community
4. hourly rate for services over and above required amount.

Proponents must be an Independent Contractor and meet the requirements as set out in the Alberni-Clayoquot Regional District's Contractor Safety and Coordination Policy.

Enquiries may be directed by telephone to Mr. Russell Dyson at (250) 720-2705.

Sealed proposals must be in an envelope marked "**Proposal – Salmon Beach Maintenance and Operation Services**" and will be received by the undersigned until 4:00 p.m. local time on June 19th, 2015.

The ACRD reserves the right to reject any or all proposals. The lowest price Proposal will not necessarily be accepted. ACRD reserves the right in its absolute and sole discretion to accept the Proposal that it deems most advantageous and favourable in the interests of ACRD.

Russell Dyson, CAO
Alberni-Clayoquot Regional District
3008 Fifth Avenue, Port Alberni, BC V9Y 2E3

SCHEDULE "E"

TERM

The term of this Contract shall be for two (2) years, subject to earlier termination or renewal.

The term will commence November 1, 2015 and expire October 31, 2017.



REQUEST FOR DECISION

To: Salmon Beach Committee

From: Andrew McGifford, CPA, CGA, Manager of Environmental Services

Meeting Date: August 30, 2017

Subject: Salmon Beach – Sanitary sewer study proposal

Recommendation (proposed after discussion):

THAT the Salmon Beach Committee support the Salmon Beach sanitary sewer study proposed by CASCARA Consulting Engineers Limited through their subcommittee and have staff make arrangements to enter into the agreement for service as proposed for \$10,000 plus GST.

Desired Outcome:

To provide the Salmon Beach community with the best option(s) to deal with the sewage needs for the full build out of the community.

Summary:

The Salmon Beach Committee advised ACRD staff and area director that there was a sub committee struck and the committee sourced the quotes to provide the community a study to examine the options for the sewage handling in the future.

The selected engineer was CASCACA Consulting Engineers Limited who provided the quote of \$10,000 to perform the background investigation and work tasks that will include the following:

1. Conduct site visits to view the system and discuss with the operations manager
2. Review the existing system function, capacity, general condition, and operational costs
3. Review the current regulatory requirements based on system classification
4. Identify options for future wastewater collection, treatment, and disposal, including the following:
 - Option 1: Continued use of the existing system and fields- review age, design, function, needed upgrades, costs.
 - Option 2: Construction of a new field on Crown Land- identify possible location, outline steps to acquire lease and expected timelines, expected regulatory and construction costs.
 - Option 3a: Construction of a new treatment plant with upland disposal- identify a possible location for a plant and expected capital costs, as well as regulator, operational/maintenance costs and logistics.
 - Option 3b: Construction of a new treatment plant with ocean outfall- similar to Option 3a above, but identifying the specific regulatory studies, requirements, costs and logistics for ocean disposal.
5. Create schematic plans for the options
6. Create cost estimates for the options
7. Discuss the options and identify logistical constraints, expected construction procedures, and operational needs
8. Provide recommendations based on logistical reliability, costs and engineering judgement.

9. Compile all of the above in a report. Two submissions are expected: a draft for review and comment and a final report.

Staff will look to the committee to provide the justification for selection of CASCARA at the meeting as the staff engagement in the process was limited. When there are expenditures to be considered ultimately staff must make the approval and are responsible within the limits of the purchasing policy for the expenditures. The above suggested motion is provided and should be considered once staff and the committee review the process undertake for this expenditure.

Toquaht Nation has responded to the ACRD (see attached) and outstanding issues have been addressed to satisfy our commitment in the License of Occupation (LoO). Follow up discussion between staff of the ACRD and Toquaht clarified the Salmon Beach committee's intent for upgrades. There will be a letter drafted from Toquaht to the ACRD regarding the future of the Septic field LoO and will be forwarded to the committee as soon as provided.

Within the LoO (see attached) per Article 2.1 the ACRD has been granted the land to use for a community septic field. The ACRD must ensure the upgrades meet the Sewerage System Regulations in BC. Toquaht Nation have not indicated there is any intention to act on Article 9 – Relocation of the septic field (as per email on August 15th). Investment in the septic field if it remains in the same location, if permitted and can improve capacity will provide a benefit to the community.

Financial Implications:

There was \$10,000 budgeted in 2017 for the evaluation of the sewage system and the quote is within budget.

Time Requirements – Staff & Elected Officials:

There is a modest amount of staff time to review, enter into the agreement. There will be significant staff time from any recommendations in the report and if this task is undertaken in 2018 time must be budget for staff. Elected officials time should be minimal for this process.



Submitted by: _____
Andrew McGifford, CPA, CGA, Manager of Environmental Services



Approved by: _____
Douglas Holmes, CPA, CA, Chief Administrative Officer

July 6, 2017

P17-1059

1610 Industrial Avenue
Port Coquitlam, BC V3C 6N3

Attn: Dave Ingram, Project Manager

**Re: Salmon Beach Sanitary Sewer Study
Salmon Beach, Barkley Sound, BC**

Dear Dave:

Cascara Consulting Engineers Limited (CCEL) is pleased to submit this proposal for a sanitary sewer study of the Salmon Beach community in Barkley Sound, BC.

This fee proposal is based on email correspondence and phone conversations with yourself, our familiarity with the site, discussions with Steve Carballeira of H2O Environmental, and our experience with requirements for similar systems.

Project Description

We understand the Salmon Beach community would like to explore options for future sanitary sewer servicing of the existing 340-lot, remote community, situated along the ocean foreshore in Barkley Sound. The sanitary sewer system currently in place uses a septic tank/clearwater effluent/percolation field operation. We understand the clearwater effluent is currently pumped and hauled by truck to percolation fields located on adjacent lands owned by First Nations. There is an agreement in place with the neighbouring property for continued use; however, there is the possibility that the agreement may not be renewed at some point in the future.

Salmon Beach is also bordered by Crown Land under jurisdiction of the Alberni-Clayoquot Regional District, and by the ocean foreshore, which is federal jurisdiction.

Project Team and Proposed Services

Our project team includes CCEL as project lead and civil engineer, and H2O Environmental as sewage treatment expert. Proposed services include a broad scope report reviewing the existing system in place and identifying options for future sewer servicing and treatment. Background investigation and work tasks will include the following:

1. Conduct site visits to view the system and discuss with the operations manager
2. Review the existing system function, capacity, general condition, and operational costs
3. Review the current regulatory requirements based on system classification
4. Identify options for future wastewater collection, treatment, and disposal, including the following:

- Option 1: Continued use of the existing system and fields- review age, design, function, needed upgrades, costs
 - Option 2: Construction of a new field on Crown Land- identify possible location, outline steps to acquire lease and expected timelines, expected regulatory and construction costs
 - Option 3a: Construction of a new treatment plant with upland disposal- identify a possible location for a plant and expected capital costs, as well as regulator, operational/maintenance costs and logistics
 - Option 3b: Construction of a new treatment plant with ocean outfall- similar to Option 3a above, but identifying the specific regulatory studies, requirements, costs and logistics for ocean disposal.
5. Create schematic plans for the options
 6. Create cost estimates for the options
 7. Discuss the options and identify logistical constraints, expected construction procedures, and operational needs
 8. Provide recommendations based on logistical reliability, costs and engineering judgement
 9. Compile all of the above in a report. Two submissions are expected: a draft for review and comment and a final product.

Fees

Our proposed fees are as follows:

Item	Cost
Site visits and background investigations	\$ 2,500
Options analysis	\$ 5,000
Report	\$ 2,500
Total (maximum upset limit)	\$ 10,000

Above fees include estimated disbursements. GST will be additional, and added to the invoicing.

Services Not Provided

The following are not within the scope of proposed services:

- Geotechnical investigation
- Topographic survey
- Legal survey
- Detailed design

Changes in Scope

Cascara Consulting Engineers Limited reserves the right to renegotiate fees if there is a significant change to the scope of work as noted.

Schedule

We are prepared to begin the work immediately upon acceptance of this proposal.

Payment

Invoices will be submitted monthly for that portion of the work performed to the date of the invoice. Terms are net 30 days as per Terms and Conditions attached

Liability

In the event of a claim, Cascara Consulting Engineers Limited's liability will be as per Terms and Conditions attached (Schedule A).

If you are in agreement with the proposal and attached Terms and Conditions, please sign the acceptance on the Terms and Conditions.

Please contact us if you have any questions regarding this proposal. We look forward to working with you on this development.

Yours truly,

CASCARA CONSULTING ENGINEERS LIMITED



Charles Ramos, P.Eng., P.E.
President

Attachments:
Terms and Conditions (Schedule A)

These Standard Terms and Conditions, together with our proposal, make up the Agreement between the named Client (“Client”) and Cascara Consulting Engineers Limited (“CCEL”). Before countersigning the Proposal or verbally authorizing the work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CCEL.

1. **Services.** *We’ll do what we agreed to do.* CCEL will perform the services defined in its Proposal and any amendments or change orders accepted by both parties. Any request from the Client that requires extra work, or additional time, or increases CCEL’s costs will require an amendment or change order agreeable to both parties.
2. **Standard of Care.** *We’ll try to do the work right. If we mess up, we’ll try to fix it.* CCEL will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose apply. The Client will notify CCEL in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CCEL a reasonable opportunity to correct these deficiencies.
3. **Client’s Responsibility.** *You’ll help us where you can.* The Client will provide permits, licences, approvals and consents necessary for performance of the services, except those maintained by CCEL for its ordinary conduct of business. The Client will provide CCEL with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. CCEL will rely on the documents and information provided by the Client. The Client grants CCEL and its subconsultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CCEL to enter the site and perform the services. The Client will provide CCEL with written verification of site access permission if necessary.
4. **Payment.** *You’ll pay us fairly and quickly.* The Client will compensate CCEL for the services at the agreed rate, reimburse its expenses, and pay any taxes applicable thereto. CCEL will submit periodic invoices that are due upon receipt. The Client will notify CCEL in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1.5 percent per month, or the maximum lawful rate. CCEL may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. The Client agrees to pay for all services through the termination date, plus termination and collection costs, including reasonable attorneys’ fees and expenses.
5. **Hazardous Materials.** *We won’t own hazardous materials from your site.* CCEL does not provide assessments of the presence of environmental contaminants unless expressly indicated in our written agreement. The Client will advise CCEL of any and all known contaminants and hazardous materials before CCEL provides any services involving those materials. CCEL will not undertake, arrange for, or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site.
6. **Limits on CCEL Responsibility.** *We aren’t responsible for things we don’t do or control.* CCEL will not be responsible for the acts or omissions of any others, except for its employees and subconsultant(s). CCEL will not supervise, direct or have control over any contractor’s work. CCEL will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contract documents, plans, specifications or laws. Any estimates or opinions of CCEL of probably quantities or costs of labour materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty or representation that actual quantities or costs will be consistent with those estimates or opinions. The Client acknowledges that CCEL does not warrant or guarantee the approval or receipt of any independent party permits or approvals, or the time to obtain such permits or approvals.
7. **Changed Conditions.** *You will pay us to do approved extra work required by unforeseen conditions or events.* The Client acknowledges that engineering services involve uncertainties, which often require a phased or staged approach, with the need for additional services becoming apparent as the work progresses. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CCEL will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, CCEL will be entitled to terminate its services with 10 days’ notice and to be equitably compensated for services already performed. In the event of an emergency, CCEL may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CCEL will not be responsible for delay, failures to perform, or extra costs due to weather, labour disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CCEL’s reasonable control. The Client will compensate CCEL for increases in its costs resulting from any of these factors.
8. **Documents and Information.** *We own our work and give you limited permission to use it for what you paid us for.* All documents, data, calculations, and work papers prepared or furnished by CCEL are instruments of service and will remain CCEL’s property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client’s use only for the limited purposes disclosed to CCEL and subject to the Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user’s sole risk and the Client agrees to indemnify and defend CCEL against any liabilities resulting therefrom. Any technology, methodology, or technical information learned or developed by CCEL will remain CCEL’s property.
9. **Confidentiality and Subpoenas.** *We won’t tell anybody about this work unless someone’s health or safety is in danger, or a lawful demand is delivered.* Information about this Agreement and CCEL’s services and information provided by the Client about the services will be maintained in confidence, and will not be disclosed to others without the Client’s consent, except as CCEL believes is necessary to perform its services,

comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CCEL will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CCEL to respond to any subpoena or governmental inquiry or audit related to the services.

10. **Insurance.** *This is all we have.* During the work, CCEL will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts:

Workers compensation	statutory amount
General liability	\$ 2,000,000 per occurrence
	\$ 5,000,000 aggregate
Auto liability	\$ 2,000,000 per accident
Professional liability	\$ 1,000,000 per occurrence
	\$ 1,000,000 aggregate

CCEL will furnish certificates of insurance upon request. CCEL will purchase project-specific insurance above and beyond these amounts at the Client's request if it is commercially available and the Client pays the premium to obtain the additional coverage.

11. **Indemnification.** *You won't blame us for anything except our own negligence.* Client agrees to hold harmless, indemnify, and defend CCEL and its affiliates and subconsultants and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defence, which claims suits, fines, penalties, or costs that arise out of or are related to the Agreement or the services, except to the extent they are caused by the indemnified party's negligence.
12. **Limitation of Liability.** *We won't pay any more on a claim than what's fair, or covered by our insurance.* To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CCEL and its affiliates and subconsultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CCEL under this agreement. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, tort, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CCEL more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CCEL will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special indirect, incidental, consequential, punitive, exemplary or multiple damages. CCEL will not be liable to anyone for injuries or deaths of any persons, except to the extent that such liability is covered by the insurance in Article 10.
13. **Disputes.** *We want disputes settled quickly and fairly.* All disputes between the Client and CCEL shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and require the matter to be mediated within forty-five days of service of notice. The mediator shall be appointed by agreement of the parties and shall be impartial and free from any actual or apparent conflict of interest. If the parties are unable to agree on the Arbitrator within 7 days, the Arbitrator shall be appointed under the Commercial Arbitration Act R.S.B.C. 1996, c.55, and the arbitration shall take place in Nanaimo, BC. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if the suit were not filed prior to such forty-five days after service of the notice.
14. **Other.** *Legal details about this Agreement.* This Agreement shall be governed by British Columbia law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders, or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal, except those specifically identified in the proposal section "Modifications to Standard Terms and Conditions". If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

Project Salmon Beach Sanitary Sewer Study

Client Signature _____ Date _____



Alberni-Clayoquot Regional District
Attention: John Jack, Chairperson
3008 Fifth Avenue
Port Alberni, BC, V9Y 2E3

May 18, 2017

Re: Salmon Beach Sewage Field Updates

Dear Mr. John Jack,

In response to your letter dated March 21, 2017, the Toquaht Nation Executive has met to review the License of Occupation with the ACRD dated April 1, 2011 for a community septic field "the license".

The Toquaht Executive would like to consider the long term land use plan for the land in question, and as such, is requesting additional time to review the question regarding septic upgrades for additional pump and haul capacity. Responding to our partners at the ACRD in good time and in good faith is of utmost importance to us. We also must ensure that we engage with our citizens on issues involving long term land use planning. We have added this issue to our next People's Assembly agenda at the end of June, and Toquaht staff will ensure we are in touch after that time.

After a review of the license, it appears that the ACRD has not submitted annual reports on the maintenance and inspections of the land, proof of insurance required under this agreement, nor the annual fee for the license. Please repair the default under this license as soon as possible.

If you have any questions, or would like to discuss anything in more detail, please contact Juliet Van Vliet at 250 726 4230 or via email at julietv@toquaht.ca.

Thank you,

Anne Mack
hawit
Toquaht Nation

Andrew McGifford

From: Juliet Van Vliet <julietv@toquaht.ca>
Sent: August-15-17 12:05 PM
To: Andrew McGifford
Cc: Angela Polifroni
Subject: RE: septic

Hello Andrew,

Please excuse the error in my previous message below. The Number of the License of occupation with the ACRD in the Toquaht Lands Registry is LC0000001.

Čuu,

Juliet Van Vliet, MA Planning, RPP, MCIP
Director of Lands, Public Works and Resources
Toquaht Nation www.toquaht.ca
Office (250) 726-4230 ext. 231



From: Juliet Van Vliet
Sent: Monday, August 14, 2017 4:30 PM
To: 'Andrew McGifford' <amcgifford@acrd.bc.ca>
Cc: Angela Polifroni <angelap@toquaht.ca>
Subject: septic

Good afternoon,

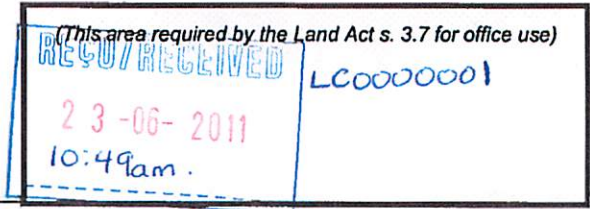
To follow up our conversation regarding the septic system last week, I wanted to let you know that a letter from the Toquaht Nation will be drafted in the coming weeks confirming that, at this time, the Toquaht Nation has no plans for the lands affected by the ACRD license of occupation for a septic system (LC0000003).

I hope that our response helps you move forward with your work.

Čuu,

Juliet Van Vliet, MA Planning, RPP, MCIP
Director of Lands, Public Works and Resources
Toquaht Nation www.toquaht.ca
Office (250) 726-4230 ext. 231





GENERAL INSTRUMENT - PART 1

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Ratcliff & Company LLP
Suite 500 – 221 West Esplanade
North Vancouver BC V7M 3J3
Phone: 604-988-5201

Signature of Applicant, Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF AFFECTED LAND: *

PID No. LEGAL DESCRIPTION:
SEE SCHEDULE

3. NATURE OF INTEREST (select one only): *

Registration No.: N/A

Description	Document Reference (page/paragraph)	Person Entitled to Interest
Licence of Occupation	Entire document	Transferee

4. TERMS Part 2 of this instrument consists of (select one only):

- | | | |
|------------------------------|--|------------------------|
| (a) Express Terms | <input checked="" type="checkbox"/> Attached as Part 2 | Attach with Form LR-4B |
| (b) Executive/Director Order | <input type="checkbox"/> Order No.: | Attach with Form LR-4B |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this Instrument | |

Part 2 includes the instrument referred to in Item 4 and any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

Toquaht Nation, PO Box 759, Ucluelet, British Columbia V0R 3A0

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *

ALBERNI-CLAYOQUOT REGIONAL DISTRICT, 3008 5th Avenue, Port Alberni, British Columbia, V9Y 2E3

7. ADDITIONAL OR MODIFIED TERMS: *

Despite the date of execution of this Form LR-3, the attached licence of occupation is made as of and with effect on and from the Maa-nulth Treaty effective date.

8. EXECUTION(S): ** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interests(s) described in Item 3 and the Transferor(s) and every signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the Terms, if any.

Prescribed Individual Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

Y	M	D
2011	03	30

[Print name, address and occupation.]

Print Name: Anne Mack

BRENT LEHMANN
Barrister & Solicitor
CLIFF & COMPANY LLP
221 West Esplanade
North Vancouver, B.C. V7M 3J3
604-988-5201

Print Name:

PRESCRIBED INDIVIDUAL CERTIFICATION:

Your signature constitutes a representation that you are a prescribed individual authorized to witness the execution of this instrument and certifies the matters set out in Part 3 of the Land Act as they pertain to the execution of this instrument.

* If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form LR-4B.

** If space is insufficient, continue executions on additional page(s) in Form LR-4A.

**TOQUAHT
NATION**



Land Act
Lands Register
Form LR-4A

EXECUTIONS CONTINUED

Page 2 of 14 Pages

Prescribed Individual Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

[Print name, address and occupation below]

DOROTHY CLARKSTONE
Notary Public
4679 Elizabeth Street
Port Alberni, BC V9Y 6L8
250-723-9747

Y	M	D
11	03	24

**ALBERNI-CLAYOQUOT REGIONAL
DISTRICT**, by its authorized
signatory(ies):

Print Name:

Glen Watke

Print Name:

Russell Pyson

PRESCRIBED INDIVIDUAL CERTIFICATION:

Your signature constitutes a representation that you are a prescribed individual authorized to witness the execution of this instrument and certifies the matters set out in Part 3 of the Land Act as they pertain to the execution of this instrument.

**TOQUAHT
NATION**



Land Act
Lands Register
Form LR-4B

SCHEDULE

Page 3 of 14 Pages

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS LR-1, LR-2 or LR-3]

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF AFFECTED LAND: *

PID No.

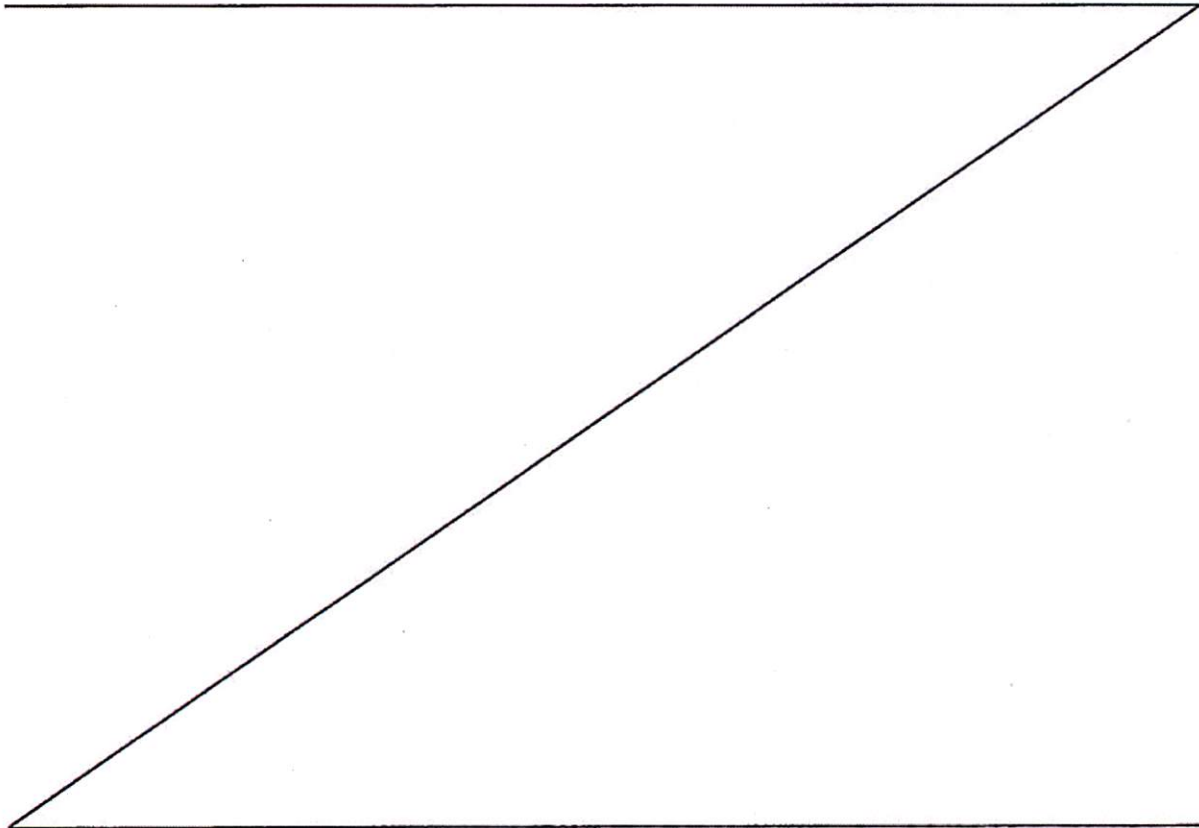
900-000-901

LEGAL DESCRIPTION:

That part of the Maa-nulth First Nation Lands of Toquaht Nation shown outlined by bold line on the plan attached as a schedule to Part 2 of this instrument (the "Land")

4. EXPRESS TERMS

SEE ATTACHED





(This area required by the Land Act s. 3.7 for office use)

GENERAL INSTRUMENT - PART 1

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Ratcliff & Company LLP
Suite 500 – 221 West Esplanade
North Vancouver BC V7M 3J3
Phone: 604-988-5201

Signature of Applicant, Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF AFFECTED LAND: *

PID No. LEGAL DESCRIPTION:
SEE SCHEDULE

3. NATURE OF INTEREST (select one only): *

Registration No.: N/A

Description	Document Reference (page/paragraph)	Person Entitled to Interest
Licence of Occupation	Entire document	Transferee

4. TERMS Part 2 of this instrument consists of (select one only):

- | | | |
|------------------------------|--|------------------------|
| (a) Express Terms | <input checked="" type="checkbox"/> Attached as Part 2 | Attach with Form LR-4B |
| (b) Executive/Director Order | <input type="checkbox"/> Order No.: | Attach with Form LR-4B |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this Instrument | |

Part 2 includes the instrument referred to in Item 4 and any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

Toquaht Nation, PO Box 759, Ucluelet, British Columbia V0R 3A0

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *

ALBERNI-CLAYOQUOT REGIONAL DISTRICT, 3008 5th Avenue, Port Alberni, British Columbia, V9Y 2E3

7. ADDITIONAL OR MODIFIED TERMS: *

Despite the date of execution of this Form LR-3, the attached licence of occupation is made as of and with effect on and from the Maa-nulth Treaty effective date.

8. EXECUTION(S): ** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interests(s) described in Item 3 and the Transferor(s) and every signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the Terms, if any.

Prescribed Individual Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

Y	M	D
2011	03	30

[Print name, address and occupation.]

R. BRENT LFHMANN
Barrister & Solicitor
RATCLIFF & COMPANY LLP
#500 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3
604-988-5201

Print Name: Anne Mack

Print Name:

PRESCRIBED INDIVIDUAL CERTIFICATION:

Your signature constitutes a representation that you are a prescribed individual authorized to witness the execution of this instrument and certifies the matters set out in Part 3 of the Land Act as they pertain to the execution of this instrument.

- * If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form LR-4B.
- ** If space is insufficient, continue executions on additional page(s) in Form LR-4A.

**TOQUAHT
NATION**

Land Act
Lands Register
Form LR-4A



EXECUTIONS CONTINUED

Page 2 of 14 Pages

Prescribed Individual Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

[Print name, address and occupation below]

DOROTHY CLARKSTONE
Notary Public
4679 Elizabeth Street
Port Alberni, BC V9Y 6L8
250-723-9747

Y	M	D
11	03	29

**ALBERNI-CLAYOQUOT REGIONAL
DISTRICT**, by its authorized
signatory(ies):

Print Name: Evelyn Wong
Print Name: Russell Dyson

PRESCRIBED INDIVIDUAL CERTIFICATION:

Your signature constitutes a representation that you are a prescribed individual authorized to witness the execution of this instrument and certifies the matters set out in Part 3 of the Land Act as they pertain to the execution of this instrument.

**TOQUAHT
NATION**



Land Act
Lands Register
Form LR-4B

SCHEDULE

Page 3 of 14 Pages

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS LR-1, LR-2 or LR-3]

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF AFFECTED LAND: *

PID No.

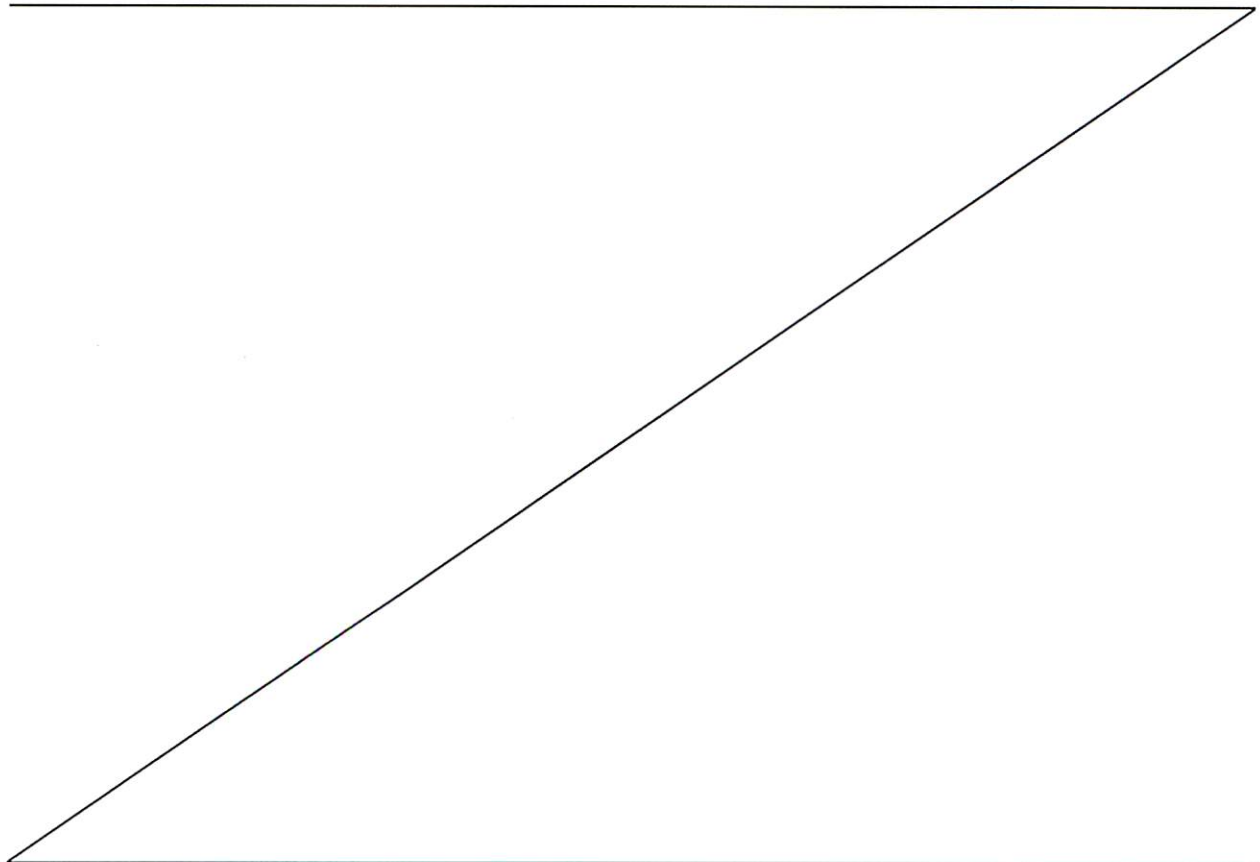
900-000-901

LEGAL DESCRIPTION:

That part of the Maa-nulth First Nation Lands of Toquaht Nation shown outlined by bold line on the plan attached as a schedule to Part 2 of this instrument (the "**Land**")

4. EXPRESS TERMS

SEE ATTACHED



**LICENCE OF OCCUPATION
FOR COMMUNITY SEPTIC FIELD**

THIS AGREEMENT is dated for reference April 1, 2011

BETWEEN:

TOQUAHT NATION of

1971 Peninsula Road
Ucluelet, British Columbia
V0R 3A0 (the "Owner")

AND:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT of

3008 5th Avenue
Port Alberni, British Columbia
V9Y 2E3 (the "Licensee")

The parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"Agreement" means this licence of occupation and any schedules attached hereto;

"Commencement Date" means April 1, 2011;

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part of the Maa-nulth First Nation Lands of the Toquaht Nation shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relates to the Land, the Improvements or both of them, including without limitation, any Improvements made by the Licensee, and which the Licensee is liable to pay under applicable laws;

"Security" means the security referred to in Section 6.1, as replaced or supplemented in accordance with Section 6.4; and

"Term" means the period of time set out in Section 2.2.

ARTICLE 2 - GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a non-exclusive licence in common with the Owner to occupy the Land only for a community septic field.
- 2.2 The term of this Agreement commences on the Commencement Date and, subject to Section 2.3, terminates on the tenth anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 If the Licensee is not then in default under this Agreement, the Licensee may renew this Agreement for two further terms of ten years per term. The Licensee may exercise each of its options to renew by delivering to the Owner written notice at least 180 days prior to the expiry of the Term or the then existing renewal term, as the case may be, or earlier, if the Licensee so chooses, that the Licensee will exercise its next following option to renew. Each renewal term will be upon the terms and conditions of this Agreement except for the Fees which will be equal to the greater of:
- (a) the Fees for the immediately preceding Term or renewal term, as the case may be;
 - (b) or the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Fees for a community septic field located on similar Crown Land.

ARTICLE 3 - FEES

- 3.1 The Licensee will pay to the Owner:
- (a) for the first year of the Term, Fees of \$1.00, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by the Owner under Section 3.2 or established under Section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 The Owner will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Licensee specifying in the Owner's sole discretion the Fees payable by the Licensee under sub-section 3.1(b) for the subsequent year of the Term and the Owner will establish such Fees in accordance with the Owner's policies applicable to the Licensee's use of the Land under this Agreement, provided that such Fees will not exceed the amount determined pursuant to Section 2.3(b).
- 3.3 If the Owner does not give notice to the Licensee under Section 3.2, the Fees payable by the Licensee under Section 3.1(b) for the year for which notice was not given will be the same as

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the Fees payable by the Licensee for the preceding year of the Term.

ARTICLE 4 - COVENANTS

4.1 The Licensee covenants with the Owner:

- (a) to pay, when due,
 - (i) the Fees due at the address set out in Article 9,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee, or on behalf of the Licensee, or with the Licensee's permission;
- (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority, including the Toquaht Nation government, having jurisdiction in any way affecting the Licensee's use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (c) in respect of the use of the Land by the Licensee or anyone permitted by the Licensee to use the Land, to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner, and at the Owner's written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (e) to use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;
- (f) to provide the Owner annually with a report documenting all maintenance and inspections of the Land;
- (g) not construct, place or affix any Improvements on or to the Land except as necessary for the purposes set out in Section 2.1;
- (h) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent licence granted by the Owner;
- (i) not cut or remove timber on or from the Land without the prior written consent of the Owner;
- (j) to permit the Owner, or its representatives, to enter on the Land at any time to inspect

the Land and the Improvements;

- (k) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring on or off the Land and arising out of the Licensee's use or occupation of the Land under this Agreement,

and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under Article 3 and the amount added will be payable to the Owner immediately upon demand; and

- (l) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Lands by the Licensee and the Licensee is not in default of this Agreement;
 - (iii) remove from the Land any Improvements that the Owner, in writing, directs or permits the Licensee to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date;

and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the Owner, and to the extent necessary, this covenant will survive the termination of this Agreement;

- (l) to effect, and keep in force during the Term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than ONE MILLION DOLLARS (\$1,000,000) except that so long as the Licensee is the Alberni-Clayoquot Regional District, the Owner will waive the requirements of this sub-section on the delivery to the Owner of confirmation that the Licensee is self insured.
- (m) notwithstanding sub-section (l), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to sub-section (l) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner

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with a written confirmation of the change, except that when the Licensee is self ensuring this section shall not apply;

- (n) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this Agreement; and
 - (o) if the Licensee discovers any archaeological material on the Land, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.
- 4.1 The Licensee will not permit any person for whom the Licensee is responsible at law to do anything on Land that the Licensee is restricted from doing under Section 4.1.
- 4.2 The Owner will not do anything on the Land that will interfere materially with the Improvements or the Licensee's use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

- 5.1 The Licensee covenants and agrees with the Owner that:
- (a) the Owner is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) any interest the Licensee may have in the Improvements ceases to exist and becomes the Owner's property upon the termination of this Agreement, except where an Improvement may be removed under Section 4.1(k)(ii) or (iii) in which case any interest the Licensee may have in the Improvement ceases to exist and becomes the Owner's property if the Improvement is not removed from the Land within the time period set out in Section 4.1(k)(ii);
 - (c) if, after the termination of this Agreement, the Owner permits the Licensee to remain in possession of the Land and the Owner accepts money from the Licensee in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary; and
 - (d) this Agreement does not entitle the Licensee to exclusive possession of the Land and the Owner reserves the right to grant other dispositions of the Land so long as the grant does not materially impair the Licensee's permitted use of the Land. For greater certainty and without limiting the generality of the foregoing the Licensee agrees that its rights hereunder are subject to the prior rights to use the Land granted as of the date hereof to:
 - (i) Alberni-Clayoquot Regional District; and
 - (ii) British Columbia Hydro and Power Authority.

ARTICLE 6 - SECURITY

- 6.1 The sum of \$0.00 and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Licensee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.
- 6.2 If the Licensee defaults in the performance of any of its obligations hereunder, the Owner may, in its sole discretion, sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- 6.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.
- 6.4 Notwithstanding the amount of the Security stated to be required under Section 6.1 the Owner may, acting reasonably, from time to time by notice to the Licensee, demand the amount to be changed to that specified in a notice and the Licensee shall, within 60 days of such notice, change the Security to that specified and provide the Owner with evidence of the change, except when Security is waived under Section 6.1, this section shall not apply.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee shall not assign, mortgage or transfer this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 7.2 For the purpose of Section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Owner, in its sole discretion, specifically releases the Licensee from such obligation in the Owner's consent to the sublicense, assignment or transfer of this Agreement.

ARTICLE 8 - TERMINATION

8.1 The Licensee further covenants and agrees with the Owner that:

- (a) if the Licensee
 - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement),

and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee;

- (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or

(c) if the Licensee

- (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
- (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement or the failure to make diligent use of the Land as set out in Section 8.1(b)) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same within a reasonable period of time. If the Licensee fails to remedy or cure such condition within such reasonable period of time then this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

8.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 8.1.

ARTICLE 9 - RELOCATION OF THE SEPTIC FIELD

- 9.1 If at any time during the Term or any renewal thereof, the Owner requires all or a portion of the Land for other purposes, then upon written request by the Owner, the Licensee will relocate the septic field to a new location on lands owned by the Owner, provided that:
- (a) the new location is, in the reasonable opinion of the Licensee, suitable for use as a septic field considering construction, maintenance and operation, and cost factors;
 - (b) the Owner gives the Licensee reasonable notice to permit proper design, planning and construction of the replacement septic field;
 - (c) the Owner and the Licensee will share all reasonable costs and expenses, including costs of design, planning and construction, of the replacement septic field. The cost sharing of relocating the replacement septic field will be based on the anticipated number/volume of users of the septic field permitted by the Owner and the anticipated number/volume of users of the septic field permitted by the Licensee; and
 - (d) the provisions of this Agreement will extend to the relocated septic field and associated areas.
- 9.2 If at any time during the Term, or any renewal thereof, in the reasonable opinion of either the Owner or the Licensee, the useful life of the septic field is nearing its end, the Owner and the Licensee will work cooperatively and in good faith together to identify a new location on lands owned by the Owner for a replacement septic field. The provisions of Section 9.1 will apply mutatis mutandis to such new septic field.

ARTICLE 10 - NOTICE

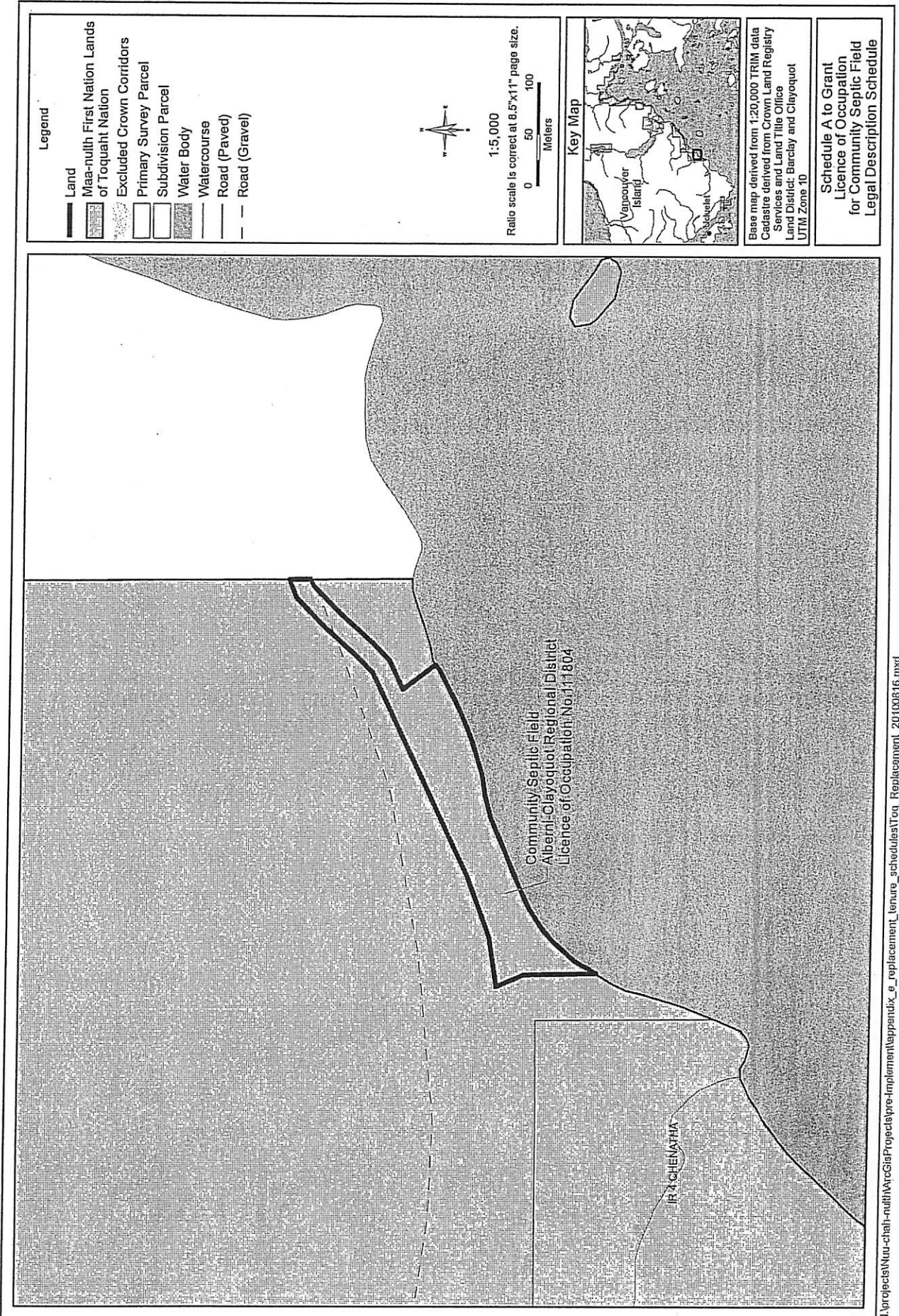
- 10.1 If notice is required or permitted under this Agreement, the notice:
- (a) must be in writing;
 - (b) must be delivered to the address set out above, or other address as specified in writing by a party; and
 - (c) may be given in one or more of the following ways:
 - (i) delivered personally or by courier, and it will be deemed received on the next business day; or
 - (ii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 10.1.
- 10.3 The delivery of all money payable under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.4 Time is of the essence in this Agreement.
- 11.5 In this Licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 11.6 The captions and headings contained in this Licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 11.7 If any section of this Licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 11.8 This Agreement will be governed by and construed in accordance with the applicable laws of Canada, the Province of British Columbia and Toquaht Nation.
- 11.9 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement in writing between the parties.
- 11.10 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
 - (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.
- 11.11 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 11.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Licensee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Licensee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 11.13 AS EVIDENCE of their agreement to be bound by the terms of this Agreement, the parties have executed the Toquaht Nation Lands Registry Forms LR-3 and LR-4A which are attached hereto and form part of this Agreement.





MEMORANDUM

To: Salmon Beach Committee
From: Chantel Gemmell, West Coast Assistant
Meeting Date: August 25, 2017
Subject: July & August 2017 activity report

In addition to day-to-day activities, the West Coast Assistant has been working on for July & August 2017.

- Upon return reviewed Salmon Beach current status and items requiring attention.
- Reviewing of contracts, emails and discussion on renewal of road grading contract.
- Point person between Events committee and the maintenance contractor regarding key for admin building and the
- New contractor's checklist for supervising of maintenance contractor.
- Reviewed prior inspection reports provided by maintenance contractor,
- Walk around Salmon Beach with maintenance contractor to review completed works.
- Long conversation with realtor looking for "realtor packages" she was told were provided by committee. She was told to contact me in order to communicate with committee members. Answered many other questions the realtor has fielded from residents and prospective buyers.
- Drafted letter for managers review regarding incident between a contractor and resident, printed and mailed letter.
- Numerous phone calls and emails from new owners regarding Salmon Beach, issuing of gate codes and updating gate code list.

Submitted by: _____
Chantel Gemmell, West Coast Assistant



MEMORANDUM

To: Salmon Beach Committee

From: Andrew McGifford, CPA, CGA, Manager of Environmental Services

Meeting Date: August 30, 2017

Subject: Salmon Beach – Discussion topics as requested

Wells – Pump Test results:

Staff sourced the services of Arrowsmith Water Management to perform the test as requested by the Salmon Beach committee at the May 4th committee meeting. The results were provide and are attached to this memorandum. The results show a significant volume of water that could meet the modest needs of the Salmon Beach Community provided there are reasonable treatment options available to deal with the metal content in the water. Discussion regarding the next steps for water can be reviewed and prioritized with the other projects the committee wishes to see brought forth.

Local Community Commission:

With the vacancy of the Chief Administrative Officer being filled ACRD staff can now direct resources back on this project. There has been no changes with this file and Administration staff will be working on this in the fall of 2017.

Storage containers:

The request was made by the committee to purchase a storage container for the storage of recreational and sewage service supplies. This purchase was something the committee felt was needed with the removal of the administration building and would be required. If the committee concurs with the staff recommendation to delay to administration building demo the purchase can wait till the 2018. Staff recommend the expenditure would come from the budgets of the recreation and sewage service areas.

A motion to recommend this could be made at the meeting or wait until the meeting following the September long weekend community meeting at which time this can be shared with the community.

Recreational facilities – repairs:

There are two projects identified and are the repair of the stairs Saratoga & 4th Avenue, as well as the gazebos in park. Work can be planned within the 2018 year and ACRD staff can begin to source quotes for the costs and include for the 2018 budget.

Volunteer issues:

Staff brought forth a memo to the committee in the fall of 2016, the committee was going to provide the specific tasks that the volunteers for the community were going to undertake. The committee can provide the tasks and ACRD staff will then review the required in order to meet the Municipal Insurance Association requirement to be covered under the liability provision of our policy for volunteers.



Submitted by: _____
Andrew McGifford, CPA, CGA, Manager of Environmental Services



Approved by: _____
Douglas Holmes, CPA, CA, Chief Administrative Officer



Arrowsmith Water Management

Box 96 Errington BC V0R 1V0 250-954-2005
Designing and managing small water systems on Vancouver island since 2006

Well Evaluation, Salmon Beach BC

Well location:

Just inside carport of old fire hall (maintenance building) on 7th Ave., near Saratoga.

48* 57' 36.78" N

125* 26' 10.53" W

Well details from well log:

Type - drilled

Depth - 367'

Diameter - 6"

Yield - 15 US gpm (56.78 liters per minute)

Stick-up - 5"

Lid - non-gasketed aluminum

Pump details:

Constant pressure submersible pump, 230 volt, 1 hp., single phase

Max. output as installed- 15 US Gallons (56.78 Liters)

Pump test, draw down:

Static water level - 17.030 meters

The pump test was initiated June 8, 2017 at 13:30 at a constant flow rate of 56.5 liters per minute until the well stabilized 12 hours 01:30 (23.913 meters), and continued for a further hour to confirm a stable state.

Total drawdown - 6.883 meters

Pump test, recovery:

The pump was shut down at 02:30 (13 hours) and the well recovered 84% (5.783 meters) in 4 hours, 35 minutes, at which point the test was completed and the well head secured and left as found.

Result:

As tested, this well was found to sustainably produce 56.5 liters per minute, 81.360 cubic meters, (21493 US gallons), per day at 7% of available drawdown.

If any further information is required, please do not hesitate to contact me.

Larry Crawford

Arrowsmith Water Management Ltd

Pump Test Data Sheet

Client: SALMON BEACH
 Date: 17/06/08
 Total well depth: 367' (REPORTED)
 Static water level: 17.030
 Well inside diameter: 6"
 Data collected by: LARRY CRAWFORD OF: GRONSMITH WATER MGT

Real Time	Elapsed Time	Depth to Water	Real Time	Elapsed Time	Depth to Water	Real Time	Elapsed Time	Depth to Water
13:30	0.5	18.325	20:00	390	23.510	02:30:30	0.5	23.068
	1	18.990	20:30	420	23.572		1	22.250
	1.5	19.415	21:00	450	23.635		1.5	21.675
	2	19.760	21:30	480	23.702		2	21.300
	2.5	20.023	22:00	510	23.758		2.5	20.38
	3	20.220	22:30	540	23.813		3	20.846
	3.5	20.400	23:00	570	23.845		3.5	20.695
	4	20.550	23:30	600	23.878		4	20.586
	4.5	20.676	00:00	630	23.897		4.5	20.485
13:35	5	20.786	00:30	660	23.908		5	20.398
	6	20.9706	01:00	690	23.913		6	20.250
	7	21.115	01:30	720	23.909		7	20.128
	8	21.237	02:00	750	23.906		8	20.024
	9	21.333	02:30	780	23.907		9	19.932
13:40	10	21.417					10	19.854
	11	21.492					11	19.780
	12	21.558					12	19.717
	13	21.619					13	19.658
	14	21.672					14	19.608
13:45	15	21.725					15	19.558
	20	21.922					20	19.365
	25	22.065					25	19.220
14:00	30	22.164					30	19.107
	35	22.244					35	19.020
	40						40	18.950
14:15	45	22.375					45	18.890
	50	22.435					50	18.800
	55	22.483					55	18.755
14:30	60	22.528					60	18.755
:45	75	22.630					75	18.663
15:00	90	22.734					90	18.597
15:15	105	22.817					105	18.540
15:30	120	22.895					120	18.495
16:00	150	22.990					135	
16:30	180	23.100					150	
17:00	210	23.119					165	
17:30	240	23.180					180	
18:00	270	23.335					195	
18:30	300	23.420					210	
19:00	330	23.430					225	
19:30	360	23.480					240	
							260	18.135
							275	18.130

27"/bb1
55.55
21/min

60