



# Alberni-Clayoquot Regional District

## SALMON BEACH COMMITTEE MEETING

TUESDAY, OCTOBER 6, 2015, 3:00 PM

Regional District Board Room, 3008 5<sup>th</sup> Avenue, Port Alberni, BC

### AGENDA

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	PAGE #
1. <b><u>CALL TO ORDER</u></b>	
2. <b><u>APPROVAL OF AGENDA</u></b> <i>(motion to approve, including late items requires 2/3 majority vote)</i>	
3. <b><u>CORRESPONDENCE FOR ACTION/INFORMATION</u></b>	
a. EMAIL FOLLOW UP LABOUR DAY MEETING	2-4
4. <b><u>REQUEST FOR DECISIONS &amp; BYLAWS</u></b>	
a. SALMON BEACH MAINTENANCE SERVICES CONTRACT	5-19
<i>THAT the Salmon Beach Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a contract with Ryan Smith Services to provide maintenance services to Salmon Beach Recreational Village for a two year term commencing November 1, 2015 and ending October 21, 2017 at a cost of \$63,425.00 per year.</i>	
b. SALMON BEACH ADMINISTRATION BUILDING	20-23
<i>THAT the Salmon Beach Committee direct staff to conduct the hazard assessment by Lewkowich Engineering Associates Ltd. on the Salmon Beach administration building in order to complete any repair work that is required.</i>	
5. <b><u>REPORTS</u></b>	
a. PRIVATE PROPERTY WELL REPORTS	24-37
<i>THAT the Salmon Beach Committee receive the report.</i>	
6. <b><u>OTHER BUSINESS</u></b>	
a. IT PRIVY DISCUSSION	
b. SANI FIELD DISCUSSION	
c. INFRASTRUCTURE PLAN	
7. <b><u>ADJOURN</u></b>	

**From:** Andrew McGifford  
**To:** "[mpricecarson@gmail.com](mailto:mpricecarson@gmail.com)"  
**Cc:** [Russell Dyson](#); [Tony Bennett](#); "[Kel Roberts](#)"  
**Subject:** RE: Salmon Beach budgetary matters  
**Date:** October-01-15 10:21:00 AM  
**Attachments:** [salmon\\_beach\\_example - budget vs. YTD actual format.pdf](#)

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Hi Price,

Please find my response in red below.

Thank you for your input on these issues and your patience in my response.

**Andrew McGifford**

Alberni-Clayoquot Regional District  
Acting Manager of Finance &  
Manager of Environmental Services  
(250) 720-2717 (Phone)  
(250) 723-1327 (Fax)  
[andrew.mcgifford@acrd.bc.ca](mailto:andrew.mcgifford@acrd.bc.ca)



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**From:** Price Carson [<mailto:mpricecarson@gmail.com>]  
**Sent:** September-09-15 11:25 PM  
**To:** Andrew McGifford  
**Cc:** Kelvin Roberts; Russell Dyson; Tony Bennett  
**Subject:** Salmon Beach budgetary matters

Hi Andrew,

Here are some follow-up items from the SBC meeting this past Sunday Sep 6, 2015.

1. The first item is the wording of Bylaw A 1077 regarding the requirement for the SBC to submit both a Budget and a Work Plan for approval of the Board. See item 6.A. iii of the Bylaw (attached). The question is, what is a Work Plan and what exactly is the bylaw asking for? The fact the the two items are specifically mentioned individually and repeatedly within the Bylaw makes it unlikely that it was intended the Budget serve for both. Unless the bylaw had a specific document in mind, perhaps this is an opportunity to define a Work Plan which would detail the current years capital projects as part of a 5 and 10 year planning document.

The Budget and Work Plan according to my observation and past practice is that the budget is the amounts for each line item and the total for each service (envelope) and Work Plan is the description of the expenditures within the Budget. The descriptions need to be improved and staff should start adding a memo explaining the upcoming expenditure for each service area within Salmon Beach based on the direction of the Salmon Beach

committee.

Capital Expenditures should also be listed within the budget for the Salmon Beach owners at the September long weekend meeting. That will be done moving forward, I will ensure that happens. Also when Teri Fong returns we will start to work on the Asset Management plan for capital expenditures beyond 5 years all ACRD services. This will take some time to put in place as we need to assess the current state of the assets then review what is required and then ensure our capital contributions are in the range to provide repair to extend the life of these assets and/or replace them.

## 2. The second item is Budget Presentation.

This year has been one of considerable change and these changes have had an impact on the budget presentation and the line items required. Accordingly, these remarks are intended to address future budget presentations in the hopes of making the budgets more "owner friendly" and at the same time improving transparency.

- a. When new line item headings are introduced that are not self explanatory or may be subject to interpretation, the use of explanatory notes would be a huge help in providing understanding without having to wait for the meeting to seek clarification.

Agreed Price, more should be done to improve the communications to the residents so that when anything that is in the budget is understood and it also provides the owners with the opportunity to clarify why certain items are budgeted for. A memo for each service could be prepared in order to provide a written overview of the upcoming budget, also if we do the same for the YTD to better communicate where we are at with various projects currently.

- b. Line item: "Supplies" or "Office supplies"/Salmon Beach. This item shows up in each of the envelopes except Transportation for a grand total of \$1950. Who uses these monies and for what purpose? Perhaps this is no longer required?

The line item is a carryover from prior budget and if note there was expenditures in only two service for that line item

Sewage – Biffy supplies

Water – testing supplies – could be moved to the water testing line item.

- c. Security Envelope. This heading is now a bit of an anachronism with the only actual security item listed being the electronic gate. The gate could just as easily be shown in the Transportation envelope. "Sani-Field Security", whatever that entails, should probably be included in the sewer envelope. Perhaps we would be better served by changing this heading to something like "Administration" and lumping in all related items such as "ACRD site operations supervision", "Professional services", "Admin/ACRD", "Labour and Benefits" etc. under the one heading. This would greatly improve transparency by consolidating these items and allowing the owners to see at a glance what the total costs are for each of the items.

As we move forward we will need to evaluate the service and adjust them as they evolve, the Security service area is misleading and we may need to change or inform residents that the service perform the Administration function. That being said the need and structure of

the Security service area should be reviewed to be combined with other services such as Transportation.

On your point to the lumping in of all ACRD costs – we cannot do that and each service must incur the expenses that they have within that service. We cannot shift costs of one service to another even though that they all come from the same set of properties and tax payers. Also if there are professional expenses these should be in the service that they were required for.

- d. Budget discussions and decisions are greatly enhanced by having previous years performance shown alongside the current proposed budget amounts. This is a fact acknowledged and supported by our area director Tony Bennett, who indicated that future budgets would be presented in this manner as per the minutes of our fall meeting 3 years ago: "He (Tony Bennett) also said that the next budget will reflect the previous 'actual' numbers as well as proposed budget numbers, and show carryovers." See <https://goo.gl/OFYOBU> for a copy of the minutes, Item 3.e. Perhaps now is the time to make it happen.

We have other services that report in the format that you are requesting – I have attached what I would like to see us move to.

Given the significant changes that have occurred over the years perhaps a detailed review of the budget process, presentation methods and formats (as they affect the owners) might be an idea in order to ensure that the owners are being provided with useful and transparent information on which to base critical decisions which are subsequently reflected in the tax dollars they pay. If an owners committee were to be struck to do such a review I would be happy to participate.

The ACRD will work with the Salmon Beach committee to improve processes and communication for Salmon Beach owners, this way the owners concerns could be communicated to a single group that will work towards these needed improvements with our changes.

I would appreciate being apprised of any developments regarding the Work Plan. As far as any changes to the budget process or presentation methodology are concerned, let me know if I can be of help, otherwise I'll just keep my eye on it and see what develops.

My thanks to you and all the staff at the ACRD for your ongoing support for Salmon Beach.  
All the best,  
Price



## REQUEST FOR DECISION

**To:** Salmon Beach Committee

**From:** Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

**Meeting Date:** October 6, 2015

**Subject:** Salmon Beach Maintenance Services Contract

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### **Recommendation:**

***THAT the Salmon Beach Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a contract with Ryan Smith Services to provide maintenance services to Salmon Beach Recreational Village for a two year term commencing November 1, 2015 and ending October 31, 2017 at a cost of \$63,425 per year.***

### **Summary:**

A request for proposals was advertised for the Maintenance Services Contract at Salmon Beach. Only one proposal was submitted. The submitted proposal is for \$63,425 per year which will be paid in 12 equal monthly installments. Work requested over and above the work identified within the RFP will be charged at \$35 per hour and require staff approval before proceeding.

An additional component of the maintenance contract is the lease of the pumper truck to perform the pump and haul duties required in the contract. The ACRD has ensured that the truck is in good operational condition and serviced before transfer. The contractor is responsible for all regular maintenance and operational costs and the ACRD will be responsible for the cost of major maintenance. The language within the agreement as presented may differ and information will be provided at the meeting if there have been changes.

### **Background:**

Ryan Smith Services has been in a month to month agreement for almost a year. Ryan Smith Services was the contractor for two and a half years that was utilized by Barkley Sound Management (previous management contractor) to complete the work that he currently provides for Salmon Beach village.

### **Time Requirements – Staff & Elected Officials:**

Much of the staff time for this contract has been completed and minimal staff time will be required to enter into this contract.

**Financial:**

The expenditure splits among the Salmon Beach services will be reviewed with Ryan Smith and in line with the duties performed. The changes will be made in the 2016 year and work within the approved budget agreed to at the annual Labour Day Salmon Beach meeting.



Submitted by: \_\_\_\_\_  
Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

Approved by: \_\_\_\_\_  
Russell Dyson, Chief Administrative Officer

## CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 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 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.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**ALBERNI-CLAYOQUOT REGIONAL** )  
**DISTRICT** by its authorized signatories: )  
 )  
 \_\_\_\_\_ )  
 Chair: )  
 )  
 \_\_\_\_\_ )  
 Chief Administrative Officer: )

**[use for individual]** )  
**SIGNED, SEALED AND DELIVERED** )  
 in the presence of: )  
 )  
 \_\_\_\_\_ )  
 Witness )  
 )  
 \_\_\_\_\_ )  
 Address )  
 )  
 \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Occupation )

\_\_\_\_\_  
 Ryan Smith

## **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 15<sup>th</sup> to September 15<sup>th</sup> 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 15<sup>th</sup> to April 15<sup>th</sup>.
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 15<sup>th</sup> to October 15<sup>th</sup> 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 15<sup>th</sup> to October 15<sup>th</sup> 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 15<sup>th</sup> to September 15<sup>th</sup>:
  - 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 15<sup>th</sup>.
  - 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 15<sup>th</sup> to September 15<sup>th</sup>, maintain public toilets and supplies. From November 1<sup>st</sup> to March 30<sup>th</sup>, 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 15<sup>th</sup> – October 15<sup>th</sup> and weekly for the remainder of the year. Ensure neat and orderly appearance and coordinate disposal.
12. Wash all signs once per year when. Install and repair signs at the request of the ACRD.

### **Pump and Haul**

1. The ACRD owns a pumper truck which is available for lease to use for this service, unless a pumper truck is provided by the contractor. The truck can be leased for \$1.00 (one dollar) for the term of this contract. If the truck is required for this service, Contractor will perform regular safety checks on the truck before and after pump and haul service and conduct regular routine maintenance as per manufacturer's requirements at the Contractor's expense. The insurance of the vehicle will be paid by the ACRD
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**



**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](http://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 "D"**

**CONTRACTOR'S PROPOSAL**

To whom it may concern

**RFP: Maintenance and Operations Services Contract Salmon Beach Service Area**

I have a proven track record of providing quality, efficient work to the Salmon Beach community for the past 3 1/2 years including ground maintenance, pump/haul and safety/security checks. I provided these service at a cost efficient rate. I am a property owner at Salmon Beach and committed to the community. As a private contractor, I also have steady contracts with others (references available on request):

**Current:**

5 million liability insurance: Hub International

WCB coverage: for the position

Class 15 air brakes endorsement

proposal

winter hours 120 from november to march

summer hours 165 from april to october

rate: 35\$ hr. annually

emergency pumps \$100.00 plus hourly rate

emergency biffy pumps (inc. all 4) \$100.00 plus hourly rate:

trip to Tofino landfill "household, building, bbq's" materials etc. dumped at  
garbage area: \$100.00 plus hrly. rate and any fees

\$35.00hr rate over the agreed terms (ACRD approved)

Currently my company holds 6 contracts (incl. SB)

proposed annual bid: \$63,425.00 for Maintenance and Operations Services  
Contract Salmon Beach Service Area  
(equal monthly payout)

Ryan Smith Services

9-1636 Peninsula road

p.o. box 533

Ucluelet, BC

V0R3A0

**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, Acting Manager of Finance/ Manager of Environmental Services

**Meeting Date:** October 6, 2015

**Subject:** Salmon Beach administration building

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### Recommendation:

***THAT the Salmon Beach Committee direct staff to conduct the hazard assessment by Lewkowich Engineering Associates Ltd. on the Salmon Beach administration building in order to complete any repair work that is required.***

### Summary:

The Salmon Beach administration building has been in place for many years and the exact date of the construction has not been confirmed. A review the building permits and property information has not provided further information to verify the date of construction.

Worksafe BC requires that there is a hazard assessment on buildings that predate 1990's. "*Section 6.6(2) requires that a risk assessment be conducted "before any demolition, alteration, or repair of machinery, equipment, or structures where asbestos-containing material may be disturbed." This obligation is related to the requirements in section 20.112 of the Regulation dealing with hazardous materials on demolition or salvage of equipment, buildings, etc. before work begins. Refer to OHS Guideline G20.112 for further information.*"

Bill C-45 of the Canadian Criminal Code requires "**217.1** *Everyone who undertakes, or has the authority, to direct how another person does work or performs a task is under a legal duty to take reasonable steps to prevent bodily harm to that person, or any other person, arising from that work or task.*" Ultimately the legal liability will fall to the ACRD board and staff directing these works.

The concern is that any of the materials that were used in the time frame before 1990's could contain materials that could have serious health implications on workers that undertake demo and reconstruction. We cannot confirm the date of the materials that were used and the date of the building therefore it would be in ACRD's and the worker's best interest to conduct the survey to ensure all exposures are known before any work is started on the building.

### Time Requirements – Staff & Elected Officials:

Minimal staff time to organize testing.

**Financial:**

The expenditure will come from the Salmon Beach Security service area. There is enough room within the budget to undertake this unplanned expenditure. The results of the hazmat survey would provide the information required to ensure our quotes for work provide all the information required for contractors to work on the administration building.



Submitted by: \_\_\_\_\_  
Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

Approved by: \_\_\_\_\_  
Russell Dyson, Chief Administrative Officer

**From:** [Laurie Clark](#)  
**To:** [Andrew McGifford](#)  
**Cc:** ["Johanne Picard"; "Paul Johnston"](#)  
**Subject:** Quote for Salmon Beach Hazardous Materials Survey  
**Date:** August-24-15 1:37:38 PM  
**Attachments:** [Salmon Beach Hazmat Quote.pdf](#)

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Please find attached the requested quote (excluding taxes) for Salmon Beach office.  
If you have any questions please don't hesitate to contact us.

Regards,

**Laurie Clark, B.Sc.**  
**Hygiene Lab Analyst**  
Lewkowich Engineering Associates Ltd  
Suite A – 2569 Kenworth Road  
Nanaimo, BC V9T 3M4  
250-756-0355 (Office)  
250-756-3831 (Fax)  
250-802-7096 (Mobile)

Web: [www.lewkowich.com](http://www.lewkowich.com)  
Email: [lclark@lewkowich.com](mailto:lclark@lewkowich.com)  
An APEGBC OQM CERTIFIED COMPANY



## LEA HSE Hazmat Estimate

Salmon Beach -12'x25' office	Units	Unit Cost	Ext Cost
On-site - Two Tech	1.5	\$155.00	\$232.50
Travel Time	5	\$155.00	\$775.00
Asbestos samples	20	\$35.00	\$700.00
LBP samples by XRF (Lot)	1	\$200.00	\$200.00
Data analysis & report -Sr Tech	1.5	\$90.00	\$135.00
Report review -Sr. Industrial Hygienist	1	\$120.00	\$120.00
Kms	360	\$0.57	\$205.20
<b>TOTAL</b>			<b>\$2,367.70</b>

August 28, 2015  
Our File: 2231-37503-01

Alberni-Clayoquot Regional District  
3008 5<sup>th</sup> Avenue  
Port Alberni, BC  
V9Y 2E3

Attention: Mr. Russell Dyson  
Chief Administrative Officer

## **Re: Salmon Beach Water Wells – Inventory and Recommendations**

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### 1. Background

The Salmon Beach community consists of approximately 380 fee simple properties located on the north shore of Barkley Sound. These lots typically measure 60 feet by 120 feet and are laid out in a grid pattern. This community was originally subdivided in the late 1900's; however the development remained dormant for nearly 100 years. Individual lots were sold as recreational properties in the 1990's with a number of wells drilled at that time.

### 2. Well Inventory

McElhanney has identified twenty one (21) individual wells and has compiled an inventory of all available information in a document titled '[Salmon Beach Water Well Inventory August, 2015](#)'.

Twenty of the twenty one wells were located in the field, and all but one of those wells appear to sit on private property. Many of the privately owned wells are within easements that provide access rights to neighbouring properties. One well (Well #10) is located within public road allowance (Public Square, as shown on the original subdivision plan).

The well inventory document includes the following information:

- TAB 1 contains **Figure 1, Well Location Plan**, which shows the location of each well and introduces a well numbering system;
- TAB 2 contains **Table 1, Salmon Beach Water Well Inventory**, which documents the location, registration, ownership, and access by easement particulars of each well;
- TAB 3 contains **Figure 2, Well Easement Access Plan**, which illustrates the lots that have legal access to one or more wells;



- TAB 4 contains **Detailed Information** for each well that includes:
  - A Well Summary Sheet (a photograph, location, description, condition, registration number (if registered), and an indication of past water quality testing;
  - A copy of the Explanatory Plan showing the easement, where easements exist;
  - A copy of the detailed well record where the well has been registered with the provincial government.
- TAB 5 contains Water Quality Test Results that include:
  - **Table 2, Monthly Coliform Testing Summary** for the period, May 2009 to October 2014;
  - A copy of **Certificates of Analysis** for the monthly coliform testing;
  - **Table 3, Complete Well Testing Summary** for the period June 2008 to June 2014;
  - A copy of the **Certificates of Analysis** for the complete tests; and,
  - A copy of the **Raw Data** for the complete test.

### 3. Regulatory Requirements

The British Columbia Drinking Water Protection Act (DWPA) and Regulation, is the overriding legislation which applies to water supply in the Province of British Columbia. The following requirements of that act and regulation are relevant:

- Under the British Columbia Drinking Water Protection Act (DWPA) and Regulation, operating permits are required for all drinking water systems serving anything other than a Single Family Residence
- The DWPA provides for two following definitions:

‘ **“Domestic Water System”** means a system by which water is provided or offered for domestic purposes, including:

- (a) works used to obtain intake water,
- (b) equipment, works and facilities used for treatment, diversion, storage, pumping, transmission and distribution,
- (c) any other equipment, works or facilities prescribed by regulation as being included,
- (d) a tank truck, vehicle water tank or other prescribed means of transporting drinking water, whether or not there are any related works or facilities, and
- (e) the intake water and the water in the system.’

‘ **“Water Supply System”** means a domestic water system, other than

- (a) a domestic water system that serves only one single-family residence, and
- (b) equipment, works or facilities prescribed by regulation as being excluded.’



- The above definitions confirm that many of the wells at Salmon Beach constitute water supply systems, and the DWPA therefore applies. Section 6 of the DWPA requires the water to be potable and reads as follows:

**‘Water Supply Systems must provide potable water**

**6** Subject to the regulations, a water supplier must provide, to the users served by its water supply system, drinking water from the water supply system that,

- (a) is potable water, and
- (b) meets any additional requirements established by the regulations or by its operating permit.’

- The prospective water supplier initiates the water system approval process by submitting an application with supporting documentation. That application is reviewed by a Drinking Water Officer (DWO).
- The DWO will review the submission and conduct a site assessment to determine if the supply (well or intake) is appropriate. This process may result in ‘Source Approval’.
- Drinking water works must not be constructed, expanded or altered without a valid construction permit or a waiver granted by the Public Health Engineer.
- The DWO will conduct an initial inspection from source to tap of the works, once completed.
- The DWO will issue an operating permit for the completed works which include terms and conditions that may include the following:
  - Routine Inspections;
  - Water Quality Monitoring Progress;
  - Maintenance and Operating Procedures;
  - Source Protection;
  - Emergency Response Plan;
  - Operation Training; and,
  - Annual Reporting.
- Section 74 of the Water Act and Section 8 of the Ground Water Protection Regulation require a well identification plate be attached to all wells by October 31, 2006

## 4. Observations

The following provides our observations relating to the information compiled:

- 1) Records indicate that there are twenty one wells at Salmon Beach. We were able to locate, document, and photograph twenty of these wells. Well No.#18 was not found, and may not exist.



- 2) All of the wells, except for Well #10, appear to be located on private property.
- 3) Thirteen of these 'Private Wells' are located within easements that are registered against the property that contains the well. These easements typically provide a number of adjacent properties with the right to:
  - o Construct, maintain, and repair a water well; and
  - o Draw water from the water well.
- 4) The ownership of wells that are contained within easements is not altogether clear. We do not know if they are 'owned' by the Dominant Tenement, the Servient Tenements, or both the Dominant and Servient Tenements.
- 5) The section of road allowance that contains Well #10 was the subject of a Road Closure Application and Purchase Agreement in 1993. In that same year the Ministry of Transportation and Highways issued a permit to construct works within that road allowance that included a fire hall, administration building, storage area, recreational areas, and tennis courts. That permit did not specifically include a water well. The road closure and transfer of title was never completed and this land area remains road allowance. Based on our initial communication with the Ministry, we understand that they do not assume ownership of this well and would consider it to be an illegal encroachment.
- 6) Regulations assign a water system owner with the responsibility to ensure that the system delivers potable water.
- 7) The wells on private property without easements (Wells #1,2,3,9, 13 and 14) are owned by the respective property owners and service that property alone. These are not 'Water Systems' as defined by the DWPA.
- 8) Each well located on private property but contained within an easement (Wells #4,5,6,7,8, 11 and 12, 15,16,17,19, 20 and 21) is a water system as defined under the DWPA; however, it remains unclear who owns these wells and therefore we do not know who has the associated responsibility to ensure that the water delivered by the system is potable.
- 9) The well on Lot #10 is also a water system, as defined under the DWPA. The ownership and responsibility to ensure potability is unclear.
- 10) Nine of the twenty one wells have been registered on the Provincial Well Registry Website (Well #11,12,13,14,15,18,19, 20 and 21). We note that the provincial registry provides a record of Well #18, however the referenced property (Lot 12, block 63) does not exist.
- 11) Well #3 is the only well that has a well identification tag.
- 12) Water Quality Test results are available for eight wells (Well #1,3,4,7,9,10, 17 and 19). The last water quality testing was completed in October 2014.
- 13) Based on our review of this information, the Alberni-Clayoquot Regional District (ACRD) does not have ownership of any of the wells at Salmon Beach. As a result it is not clear to us that the ACRD has the right to access the wells to monitor water quality or the responsibility to ensure that well water is potable.



## 5. Community Water Well Development

We conclude that Well #10 offers the best potential to develop a Community Water Supply under ACRD jurisdiction for the following reasons:

- 1) It is located on public road allowance and presumably ACRD could secure ownership through a Standard H2O application to construct works on a public right-of-way.
- 2) This well is currently developed with an electric well pump, controls and a storage tank.
- 3) The drilling report indicated a flow rate of 15 gpm.
- 4) Well water has been sampled, tested, and analysed on four occasions in 2010, 2011, 2013 and 2014. Test results indicate the following:
  - Three of four samples exceeded the *Maximum Allowable Concentration* for arsenic (0.012 ± ppm vs a *Recommended Maximum* of 0.01 ppm).
  - The 2010 test results have iron and lead concentrations that exceed aesthetic objectives.
  - Three of four samples were below the *Maximum Allowable Concentration* for hardness (CaCO<sub>3</sub>). The fourth sample exceeded the upper limit for hardness.
- 5) Bacteriological tests have been run on fifty three occasions since 2009 with the following results:
  - Non-conforming background on four occasions
  - One sample with positive total coliforms and E.Coli.

## 6. Options

Given the current status of well development and ownership at Salmon Beach we have identified the following options for the ACRD's consideration:

### **Option 1 – Do Nothing**

It is not clear to us that the Alberni Clayoquot Regional District has any claim of ownership over any of the existing wells at Salmon Beach. As such, the ACRD could choose not to act.

### **Option 2 – Secure Ownership of Well #10 and maintain a Locked Emergency Supply**

Well #10 is located within public right of way and is not authorized by a current permit to construct works in public right of way. We expect that the Ministry of Transportation and Infrastructure would be receptive to an application from the ACRD to assume ownership of this existing encroachment. This would be initiated by making an application to construct works on Public Right of Way (an H2O application). ACRD would also need to secure an Operating Permit for this Water Supply System.

### **Option 3 – Secure Ownership of Well #10 and develop as a Public Supply**

Once the ACRD has secured ownership of Well #10 they may elect to develop it as a public supply. The Level of Service could take one of many forms depending on public demand and cost.



## 7. Next Steps

We recommend the following steps be followed to secure ownership and further development of Well #10, should the ACRD elect to do so:

- Step 1 – Meet with MoTI to discuss the Regional District’s intent and to establish the process required to transfer ownership of this asset to the ACRD
- Step 2 – Meet with Island Health to discuss the Regional District’s intent and the Operating Permit application and approval process
- Step 3 – Apply to MoTI for ownership (H2O Application)
- Step 4 – Establish the appropriate Level of Service in consultation with local residents
- Step 5 – Design required works
- Step 6 - Apply to Island Health for a Permit to Construct and an Operating Permit
- Step 7 – Construct identified works.

Attached are the following documents that provide an outline of Island Health’s Operating Permit Requirements:

- Water System Approval – April 2014;
- Water Source Monitoring – Approval of New Sources, Minimum Untreated Water Source Quality Parameters to be Analyzed; and,
- Application for Drinking Water System

Please contact us if you have any further questions or need assistance in implementing this plan.

Yours truly,

McElhanney Consulting Services Ltd

Russ Irish, P.Eng.

Nanaimo/Duncan Branch Manager

encl

## Water System Approval

Under the BC Drinking Water Protection Act and Regulation, Operating Permits are required for all drinking water systems serving anything other than a single-family dwelling. Drinking Water Officers (DWO) with Island Health work with prospective and existing water suppliers and monitor for compliance with this legislation.

### 1. Application Requirements

The prospective water supplier initiates the approval process through submission of an application and the accompanying information. The DWO is responsible for reviewing submissions and determining whether to issue an operating permit.

#### *Water Supplier responsibilities:*

- Submit drinking water system application form (to be obtained from Health Protection)
- Provide a map showing all portions of the proposed water system, other water sources and water bodies, onsite sewage disposal and any other potential contaminant sources, etc. (Depending system size and complexity, drawings may need to be prepared by a professional engineer).
- Submit source to tap screening tool for DWO review.
- Submit other documentation, as applicable:
  - Water quality results for each source (bacteriological and chemical/physical parameters as per Island Health list and/or DWO instruction).
  - Details about source location(s)
  - Intended water uses and populations to be served
  - Well log and pump test results
  - Water license
  - Information on existing land uses and demands on water source
  - Hydrogeologist report (*may address risks, identify confining/protective layers or time of travel radius for point contaminant sources, define non-point sources, provide maximum discharge rates and area recharge data, describe historical use of groundwater, etc.*)

### 2. Source Approval

The DWO will review the submissions outlined above and conduct a site assessment to determine whether the proposed well site or intake location may be appropriate.

#### *Water Supplier responsibilities:*

- At the request of the DWO, attend the site assessment

### 3. Construction Permit Application/Construction Permit Waiver Request

Drinking water works must not be constructed, expanded or altered without a valid construction permit or a waiver granted by the Public Health Engineer prior.

The Public Health Engineer may consider construction permit waivers requests for:

- 1) The construction of a new, small water system serving a single parcel of land, and the system:
  - Uses a single deep-well source that meets the health parameters specified in the CGDWQ, or
  - Uses only simple treatment and/or disinfection;

Or

- 2) The alteration of an existing small water system serving more than a single parcel of land provided the DWO is prepared to accept the proposal, and the proposed alterations:
  - Are relatively minor, or
  - Are to add simple treatment and/or disinfection,

For proposals on larger systems or relating to the construction of more complex works, a construction permit will be required as per the legislation.

For further assistance in determining whether your proposal may be eligible for a construction permit waiver, consult with the DWO.

#### *Water Supplier responsibilities:*

- Submit permit application or waiver request, including detailed specifications for proposed equipment (pumps, tanks, conveyances, disinfection/treatment equipment)
- Ensure all information is complete and accurate to facilitate a timely public health engineering (PHE) review.
- Allow for an extended waiting period for PHE review

### 4. Inspection by the DWO

The DWO will conduct an **initial inspection** from source to tap after granting source approval and receiving notice from the water supplier that construction is complete. The intent will be to confirm that infrastructure is consistent with the construction permit application or waiver request, and that the building blocks for successful management of the system are in place (i.e. Emergency Response Plan, Standard Operating and Maintenance Procedures, Operator training).

The DWO will conduct subsequent routine inspections at a frequency based on his or her discretion and the results of an Inspection Priority Rating Tool, which assesses risk based on information provided by the operator, system specifics, and inspection findings.

**Routine Inspections** resemble initial inspections in intent and method, but there is additional focus on management and operation of the water system. The DWO may require logbooks and records for review (i.e. disinfectant residual, UV system upkeep and maintenance such as bulb changing and

sleeve cleaning). The DWO will attempt to verify that the operator's level of knowledge and ability are appropriate to safely operate the system, and may recommend or require additional training.

At his or her discretion, the DWO may schedule **follow up inspections** to monitor for compliance.

*Water Supplier responsibilities:*

- Notify the DWO when construction is complete.
- Ensure availability of a trained operator to accompany the DWO on all inspections.
- Be aware of ongoing requirements laid out in the Drinking Water Protection Act and Regulation (available online for your review at [www.bclaws.ca](http://www.bclaws.ca)), and DWO direction via inspection reports, terms and conditions to the operating permit, etc.

## 5. Operating Permit

Before issuing an operating permit, the DWO will review source approval and construction permit or waiver requirements, and may attach terms and conditions to outline system specific requirements or further define the legislation.

*Water Supplier responsibilities:*

- Ensure that no water reaches water users until an operating permit is in place.
- Review proposed terms and conditions, and request changes if necessary.
- Adhere to all terms and conditions once the permit has been issued. Failure to do so may result in the DWO taking enforcement action.

## 6. Water Quality Monitoring Program

Sample frequency for E coli and total coliform bacteria will be as per Schedule B of the Drinking Water Protection Regulation, or, at his or her discretion, the DWO may modify sample frequency.

In considering a deviation from the legislated bacteriological sampling frequency, the DWO will:

- Review all submissions, including any rationale for a proposed reduction in sample frequency from that specified in the legislation.
- Consider source type and integrity, system size, sample history (if any), compliance history (if any), water quality, disinfection/treatment methods, inherent system risk etc
- Assess raw water sampling requirements
- Determine whether THM/HAA sampling is to be required (where chlorine is applied)

The DWO will set the frequency for chemical/physical scans based on system characteristics such as source type and security, also considering any results from previous testing.

*Water Supplier responsibilities:*

- Submit evidence to support any proposed changes or reductions in sampling frequency.
- Meet all requirements of the monitoring program, retaining all results for future reference.

## 7. Maintenance and Operating Procedures

Written maintenance and operating procedures are required to ensure system operations are smooth and effective. These procedures should comprise a logbook with daily, weekly, and monthly tasks, and require the person responsible to initial the logbook upon completion of a task.

### *Water Supplier responsibilities:*

- Develop written operating and maintenance procedures appropriate to the system
- Monitor source water and treatment or disinfection equipment (i.e. chlorine residuals, turbidity etc) Consult user manuals to inform this process.
- Initiate record keeping and retain all records for reference and inspection purposes

## 8. Source Protection

Depending system size, the plan may include signage, limits on land use, purchase of land, zoning restrictions, controls on industry/resource harvesting etc. Resources should be focused on areas under water system control. The plan should demonstrate that the water supplier knows what impacts the water source may be subject to, how to prevent or mitigate harm to water users in the event of a contamination event. The DWO may be able to provide written resources to assist in developing a source protection plan.

### *Water Supplier responsibilities:*

- Establish and adhere to a source protection plan

## 9. Emergency Response Plan (ERP)

An ERP will inform system response to any threat to water user health. It will outline required actions in each type of emergency, with up to date contact information for all individuals who may be required for assistance. The DWO may be able to provide an ERP template, particularly for small systems.

### *Water Supplier responsibilities:*

- Prepare an ERP, ensure familiarity and accessibility to staff, and conduct annual plan reviews.

## 10. Operator Training

For large systems, the Environmental Operators Certification Program (EOCP) will provide a rating to indicate training requirements for the water system operator. The rating considers source, complexity of disinfection/ treatment, size of system etc. Training requirements for small system operators are at the discretion of the DWO, but Water Safe (or equivalent) is generally a minimal requirement.

Where there will be a delay in securing a trained operator, the DWO may have additional requirements to ensure the operational needs of the system are met in the interim (i.e. contract with an offsite certified operator to visit the system and provide required oversight.)

*Water Supplier responsibilities:*

- Determine training requirements and develop and adhere to a plan to meet requirements
- Plan for succession through the provision of training to an alternate staff member

## 11. Annual Report

Water suppliers are required to make an annual report to water users.

The report will provide

- bacteriological results
- chemical results
- description of upgrades or major work on the system
- planned upgrades
- expected rate increases and justifications
- Additional information specific to the system

The DWO may provide instruction on expected annual report content or release date, or may attach related requirements as terms and conditions to the operating permit. Depending on system size and other characteristics, the water supplier may post the report in a common area, include a copy with the water bill, post it to the water system website and notify water users that this has been done etc.

*Water Supplier responsibilities:*

- Prepare annual reports to water users and provide a copy to the DWO.
- Ensure adherence to report release date and any additional report contents specified by the DWO

## 12. Ongoing Contact with DWO

The DWO may contact the water supplier to arrange inspections, to obtain audit samples, to discuss operator training, to inform of possible changes or additions to terms and conditions of the operating permit, or for a variety of other reasons.

The water supplier must inform the DWO of any emergency or other atypical occurrence in system operations, and may contact the DWO at any time with questions or concerns.

*Water Supplier responsibilities:*

- Inform the DWO in an case of known or suspected water contamination or other emergency, but do not allow any delay in taking necessary precautions as per the ERP (i.e. issuance of a Public Notice)
- Ensure the availability of a qualified operator to accompany the DWO on inspections

## WATER SOURCE MONITORING – APPROVAL OF NEW SOURCES

### MINIMUM UNTREATED WATER SOURCE QUALITY PARAMETERS TO BE ANALYZED

SOURCE TYPE: SURFACE WATER

#### MICROBIOLOGICAL(1)

Total Coliform	<i>Escherichia coli</i>
Non-coliform (background) bacteria	Heterotrophic Plate Count

#### PHYSICAL/CHEMICAL

Alkalinity	Nitrate
Ammonia	Nitrite
Arsenic	Organic Nitrogen
Chloride	pH
Colour	Selenium
Conductivity (2)	Sulphate
Corrosiveness (3)	Total Dissolved Solids
Fluoride	Total Organic Carbon (5) (6)
Hardness	Turbidity
Metals Scan (4)	

#### Notes:

- (1) Bacterial analysis must be conducted at an approved laboratory (see attached list).
  - (2) Conductance/Specific Conductance.
  - (3) Calcium Carbonate saturation/Langelier's index.
  - (4) At least: aluminum, barium, boron, cadmium, calcium, chromium, copper, iron, lead, magnesium, manganese, molybdenum, nickel, phosphorous, potassium, silver, sodium, zinc (expand if mineralized to include mercury).
  - (5) If Turbidity less than 1.0 mg/L Dissolved Organic Carbon may be used as an alternative to Total Organic Carbon.
  - (6) If Total Organic Carbon greater than 2.5 mg/L analyze for Tannins and Lignin and perform a trihalomethane formation potential test (if chlorine is being used as the method of disinfection).
1. Analysis of additional parameters may be required based on the results of initial analysis and on potential impact by nearby sources of contamination or polluting sources. If industrial, agricultural or pesticide pollution is suspected, identify what chemicals may have been used and analyse for most likely indicator parameters. If petroleum pollution is suspected (underground fuel storage) analyse for alkyl benzene compounds. If parasitic pollution suspected, *Giardia lamblia* and/or *cryptosporidium* analysis may be required.
  2. Analyses must be sufficiently accurate so that the minimum detectable concentration is less than 10% of **Drinking Water Protection Act**, the **Drinking Water Protection Regulation** or the Guidelines for Canadian Drinking Water Quality where applicable. Other analysis must provide sufficient information to reasonably assess the water suitability for drinking purposes and to determine what, if any, treatment might be needed. Analyses must be conducted in accordance with methods prescribed in "Standard Methods for the Examination of Water and Wastewater" (latest edition) or other acceptable procedures.

## WATER SOURCE MONITORING – APPROVAL OF NEW SOURCES

### MINIMUM UNTREATED WATER SOURCE QUALITY PARAMETERS TO BE ANALYZED

SOURCE TYPE: SHALLOW WELLS, DEEP WELLS, and SPRINGS

#### MICROBIOLOGICAL(1)

Total Coliform	<i>Escherichia coli</i>
Non-coliform bacteria	Iron and Sulphur Bacteria (deep wells)
Heterotrophic Plate Counts	

#### PHYSICAL/CHEMICAL

Alkalinity	Nitrate
Ammonia	Nitrite
Arsenic	Organic Nitrogen
Chloride	pH
Colour	Selenium
Conductivity (2)	Sulphate
Corrosiveness (3)	Sulphide (as hydrogen sulphide) (5)
Fluoride	Total Dissolved Solids
Hardness	Total Organic Carbon (6) (7)
Metals Scan (4)	Turbidity

#### Notes:

1. Bacterial analysis must be conducted at an approved laboratory (see attached list).
  2. Conductance/Specific Conductance.
  3. Calcium Carbonate saturation/Langelier's index.
  4. At least: aluminum, barium, boron, cadmium, calcium, chromium, copper, iron, lead, magnesium, manganese, molybdenum, nickel, phosphorous, potassium, silver, sodium, zinc (expand if mineralized to include mercury).
  5. For deep wells: On site or preserve sample, or use alternative method of confirming that water has satisfactory odour.
  6. If Turbidity less than 1.0 mg/L Dissolved Organic Carbon may be used as an alternative to Total Organic Carbon.
  7. If Total Organic Carbon greater than 2.5 mg/L analyze for Tannins and Lignin and perform a trihalomethane formation potential test (if chlorine is being used as the method of disinfection).
- 
1. Analysis of additional parameters may be required based on the results of initial analysis and on potential impact by nearby sources of contamination or polluting sources. If industrial, agricultural or pesticide pollution is suspected, identify what chemicals may have been used and analyse for most likely indicator parameters. If petroleum pollution is suspected (underground fuel storage) analyse for alkyl benzene compounds. If parasitic pollution suspected, *Giardia lamblia* and/or *cryptosporidium* analysis may be required.
  2. Analyses must be sufficiently accurate so that the minimum detectable concentration is less than 10% of Guidelines for Canadian Drinking Water Quality, the **Drinking Water Protection Act** or the **Drinking Water Protection Regulation** where applicable. Other analysis must provide sufficient information to reasonably assess the water suitability for drinking purposes and to determine what, if any, treatment might be needed. Analyses must be conducted in accordance with methods prescribed in "Standard Methods for the Examination of Water and Wastewater" (latest edition) or other acceptable procedure.

# APPLICATION FOR DRINKING WATER SYSTEM

COMPLETE ONE APPLICATION **IN FULL** FOR **EACH** DRINKING WATER SYSTEM  
USING BLOCK PRINTING WHERE POSSIBLE AND COMPLETELY FILLING IN APPROPRIATE BOX(ES) ■

<b>STATUS</b>	<input type="checkbox"/> NEW FACILITY <input type="checkbox"/> CHANGE TO EXISTING FACILITY <input type="checkbox"/> OWNER CHANGE			
<b>WATER SYSTEM</b>	<b>SYSTEM NAME</b> _____			
	SYSTEM OFFICE ADDRESS _____			
	CITY _____		POSTAL CODE _____	
	TELEPHONE _____	FAX _____	EMAIL _____	
	SYSTEM MAILING ADDRESS <input type="checkbox"/> SAME AS SYSTEM OFFICE OR: _____			
	SEND INVOICE TO <input type="checkbox"/> SAME AS SYSTEM OFFICE OR: _____			
<b>SYSTEM'S REGISTERED</b> <input type="checkbox"/> OWNER OR <input type="checkbox"/> LEASEE	REGISTERED <b>OWNER/LEASEE</b> NAME _____		<input type="checkbox"/> SOCIETY	
	MAILING ADDRESS _____		<input type="checkbox"/> SOLE PROPRIETOR	
	CITY _____		POSTAL CODE _____	<input type="checkbox"/> PARTNERSHIP
	TELEPHONE _____		FAX _____	EMAIL _____
<b>SYSTEM CONTACT</b>	<b>CONTACT NAME</b> _____		POSITION _____	
	ADDRESS _____		TELEPHONE _____	
<b>CODED WATER SYSTEM FEATURES</b>	<b>SOURCE</b> NUMBER OF UNIQUE SOURCES _____		<b>SOURCE</b>	
	Name eg. Fallen Lake (Specify Lake or River Name)		<b>STATUS</b>	
	NAME #1 _____		<b>TREATMENT</b>	
	NAME #2 _____		<b>DISINFECTION</b>	
	NAME #3 _____			
	NAME #4 _____			
	<b>CODES</b>			
	<b>SOURCE</b>		<b>STATUS</b>	<b>TREATMENT</b>
	A - SURFACE WATER B - SHALLOW WELL (< 50' DEEP) C - DEEP WELL (> 50' DEEP) D - INFILTRATION GALLERY		1 - INACTIVE 2 - SEASONAL 3 - STANDBY 4 - COMBINED 5 - DEMAND 6 - PRIMARY 7 - SOLE	1 - SLOW SAND 2 - RAPID SAND 3 - PRESSURE 4 - MICROFILTRATION 5 - ULTRAFILTRATION 6 - ELECTRODIALYSIS REVERSAL 7 - REVERSE OSMOSIS 8 - NONE 9 - OTHER - EXPLAIN BELOW*
	* EXPLANATIONS OF TREATMENT OR DISINFECTION PROCESSES			1 - CHLORAMINATION 2 - CHLORINATION 3 - OZONATION 4 - ULTRAVIOLET 5 - NONE 6 - OTHER - EXPLAIN BELOW*
#1 _____		#3 _____		
#2 _____		#4 _____		
<b>DISTRIBUTION</b> NUMBER OF CONNECTIONS				
<input type="checkbox"/> > 20,000 (DWP) <input type="checkbox"/> 10,001 - 20,000 (DWM) <input type="checkbox"/> 301 - 10,000(DWT) <input type="checkbox"/> 15 - 300(DWC) <input type="checkbox"/> 2 - 14(DWS)				
<input type="checkbox"/> 1 - SERVES PUBLIC (DWQ) <input type="checkbox"/> 1 HAULER (DWH)				
EMERGENCY RESPONSE PLAN ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO    SAMPLING FREQUENCY SCHEDULE ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>MAXIMUM NUMBER OF CONNECTIONS PROPOSED</b> _____		<b>ESTIMATED POPULATION SERVED</b> _____		
<b>VERIFICATION</b>	APPLICANT SIGNATURE _____		DATE _____	
	I hereby certify that the information set out by me in this application is true and correct to the best of my knowledge and belief. I acknowledge that it is an offence to supply false or inaccurate information on this application.			PROPOSED OPERATIONAL DATE _____
	PRINT NAME _____		PLANS INCLUDED <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>FOR OFFICIAL USE ONLY</b>		<b>DATE</b>	<b>INITIALS</b>	
	REC'D from Customer			
	POSTED			
	SENT TO P.H. ENGINEER			
	APPROVED BY P. H. ENGINEER			
	SENT TO M.H.O./EHO			
	APPROVED BY M.H.O./EHO			
PERMIT SENT				
		FACILITY TYPE	Init.	
		FACILITY #		
		AMOUNT PAID		
		METHOD OF PAYMENT		