

VILLAGE OF SAYWARD REGULAR COUNCIL MEETING AGENDA NOVEMBER 17, 2020 – 7:00 PM KELSEY CENTRE

1. Call to Order

2. Public Input (maximum 30 minutes)

Recommended Resolution

THAT the Public Input section be moved to the end of the meeting after Public Question Period.

Mayor: "Public Input is for the purpose of permitting people in the gallery to provide input and shall be no longer than 30 minutes unless approved by majority vote of Council; each speaker may provide respectful comment on any topic they deem appropriate and not necessarily on the topics on the Agenda of the meeting; the public input opportunity is meant for input and questions and answers. Each speaker may not speak longer than 2 minutes but may have a second opportunity if time permits. Each speaker must not be allowed to speak regarding a bylaw in respect of which a public hearing has been held. For the record please state your name and address."

3. Introduction of Late Items

4. Approval of Agenda

Recommended Resolution:

THAT the agenda for the Regular Meeting of Council for November 17, 2020 be approved.

5. Minutes of Previous Meetings

Recommended Resolution:

THAT the minutes from the Regular Council meeting held on November 3, 2020 be adopted.

6. Petitions and Delegations

a) Joyce Ellis and Tracey Payne re: Sayward Medical Clinic to answer questions on services.

7. Correspondence

Recommended Resolution:

THAT the following correspondence be received.

a) Province of BC, CVID-19 Relief Funding \$268,000

Note: Funding uses must be accounted for each year in the financials until spent. Funds are for specific purposes as outlined in the letter. Staff will bring a report back to Council during budget with suggestions on use.

b) Province of BC, 2018 CEPF: Evacuation Planning – Final Funding Approval/Project completion.

c) BCEDA 2021 BC Economic Summit

d) Letter to Premier Horgan

Recommended Resolution: Pass the attached resolution and answer YES, including the Mayor's name on the open letter.

Whereas:

British Columbia relies on its natural resource product exports as a central pillar of sustaining—and improving—the economic well-being of our 5 million residents.

Whereas:

Through the sale of goods and services to our provincial neighbours, and to other countries throughout the world, the natural resource sector both grows and diversifies the provincial economy.

Whereas:

Enabling resource industries to succeed will be equally central in pandemic recovery.

Be it resolved that:

Mayor and Council join other British Columbia Municipalities in sending an Open Letter to Premier John Horgan to congratulate him on his past commitment to natural resource dependent communities and request that he recognize that following goals for the Province of British Columbia:

- 1. Move quickly to enable shovel-ready projects to proceed;
- 2. Send the right messages to international investors to ensure that BC's most resilient industries can succeed in uncertain global investment conditions;
- 3. Recognize in provincial economic planning the unique advantage of globally carbon-competitive exports from BC's resource-based industries;
- 4. Put workers and communities first as the Government delivers on its campaign commitments;
- 5. Ensure that any new regulations affecting the ability to deliver on the first four pillars during the pandemic recovery period are considered carefully.
- 8. Council Reports
- 9. Reports of Committees
- 10. Mayor's Report
- 11. Unfinished Business
- 12. Staff Reports

a) Staff Report: Projects Update/Financial Variances – November 2020 Recommended Resolution:

THAT Council receive the Projects Update/Financial Variances – November 2020 report for information.

b) Staff Report: Dam Update Report

Recommended Resolution:

THAT the Dam Update Report be received for information and discussion, and;

THAT Council approves the additional costs of \$31,730 due to the delay, and;

THAT General surplus funds of \$158,513 and Water surplus funds of \$50,000 be used to fund the total shortfall of \$208,513, and Finally;

THAT the 2021 Financial Plan be adjusted accordingly.

c) Staff Report: Refuse Removal Contract 2021-22

Recommended Resolution:

THAT Council receive the Refuse Removal Contract 2021-22 report, and;

THAT Council approves a two-year extension to the contract at the proposed rates, 2021 \$11.23 and 2022 \$11.57 for residential collection based on 143 units, and:

THAT the Mayor and CAO be authorized to sign the contract with Waste Management Canada.

13. Bylaws

14. New Business

15. Public Question Period (maximum 15 minutes)

Mayor: "The purpose of the public question period is to permit people in the gallery to ask questions about the issues discussed by Council during the meeting. Speakers will be allowed to ask one question each. If time permits, after everyone has had an opportunity to ask questions, speakers will be allowed to ask a second question. For the record, please state your name and address."

16. In-Camera - None

17. Adjournment

Recommended Resolution:

THAT the Regular Meeting of Council for November 17, 2020 be adjourned.



VILLAGE OF SAYWARD MINUTES REGULAR COUNCIL MEETING NOVEMBER 3, 2020 COUNCIL CHAMBERS

Present:

Acting Mayor Norm Kirschner

Councillor Bill Ives
Councillor Wes Cragg

In Attendance:

John France, Acting CAO

Lisa Clark, CFO

1. Call to Order

Meeting was called to order at 7:00 PM.

2. Public Input

MOTION R20/124 MOVED AND SECONDED

THAT the Public Input section be moved to the end of the meeting after Public Question Period.

CARRIED

3. Introduction of Late Items

MOTION R20/125 MOVED AND SECONDED

THAT the following Staff Reports be added under section 12. as c), d) and e)

- COVID-19 Report
- CEO Report
- Housing Needs Grant Application Report

CARRIED

4. Approval of Agenda

MOTION R20/126 MOVED AND SECONDED

THAT the agenda for the Regular Meeting of Council for November 3, 2020 be approved as amended.

CARRIED

5. Minutes of Previous Meetings

MOTION R20/127 MOVED AND SECONDED

THAT the minutes from the Council meeting held on October 20, 2020 be adopted as amended. CARRIED

- 6. Petitions and Delegations None
- 7. Correspondence

MOTION R20/128

MOVED AND SECONDED

THAT the correspondence from School District 72 Board News be received.

CARRIED

- 8. Council Reports None
- 9. Reports of Committees None
- 10. Mayor's Report None
- 11. Unfinished Business None
- 12. Staff Reports
 - a) Staff Report: 2019 Annual Report, and 2019 Statement of Financial Information (SOFI) MOTION R20/129

MOVED AND SECONDED

THAT Council receives the report on the 2019 Annual Report, and the 2019 Statement of Financial Information (SOFI).

b) Staff Report: 2021 Regular Council Meeting Schedule

MOTION R20/130

MOVED AND SECONDED

THAT Council receives the attached 2021 Regular Council Meeting Schedule, and;

THAT Council approves the attached 2021 Regular Council Meeting Schedule as presented noting that June, July, August, and December meetings are varied to one meeting per month from Council Procedure Bylaw No. 416, 2015.

c) Staff Report: COVID Restrictions and Council Meetings

MOTION R20/131

MOVED AND SECONDED

THAT Council receives the report on the COVID restrictions and Council Meetings, and;

THAT Council approves the recommendations in the table within the report and direct staff to implement the recommendations immediately.

CARRIED

d) Staff Report: CEO Report

MOTION R20/132

MOVED AND SECONDED

THAT Council withdraw the previous appointment of Mavis Alkenbrack as Deputy Elections Officer and hereby appoint Melissa Coates as Deputy Elections Officer for the 2020 By-election.

CARRIED

e) Staff Report: Housing Needs Application

MOTION R20/133

MOVED AND SECONDED

THAT Council receives the report on the Housing Needs Application, and; THAT Council approves the Housing Needs Application.

CARRIED

13. Bylaws - None

14. New Business - None

15. Public Input and Question Period

Mark Baker	Question asked the bonus paid to Tony and Dar; are these annual allowances?	The Mayor responded that the bonuses were given in recognition to long hours put in by both Staff beyond normal working hours.
Jackie Lyons	Tony was off work getting disability, why the bonus?	Acting CAO responded on follow up: Staff put in a lot of extra time for which they are not paid, Tony worked through a long injury recovery where he worked more hours than what was called for on his return to work plan (light duty). Similar positions in other water systems get paid a lot more money. The Village is fortunate to have two such hard working staff. It is Council's prerogative to award bonuses.
Karen McClinton	Clinic questions	Ms. McClinton was directed to the clinic board. Council does not run the clinic and only has a role in the lease of the building. Staff will follow up with the Clinic to see if they can attend next Council meeting to answer questions.
Mark Baker	Asked where Mavis was?	Acting CAO responded that the issue is still in camera, info will be released shortly.

16. In-Camera - None

17. Adjournment

MOTION R20/134
MOVED AND SECONDED

THAT the Regular Meeting of Council for November 3, 2020 be adjourned.

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The meeting was adjourned 7:34 PM.		
	Mayor	

Corporate Officer	



November 2, 2020

Ref: 257671

Lisa Clark
Chief Administrative Officer
Village of Sayward
Box 29
Sayward BC VOP 1R0

Dear Lisa Clark:

The provincial government understands the fiscal impacts that COVID-19 has placed on local service providers. To help address these challenges, in September the Province of British Columbia announced nearly \$2 billion in joint federal/provincial spending, including: \$540 million for local governments, \$418 million for community infrastructure, and \$1 billion for transit, TransLink and ferries.

The \$540 million for local governments was further divided into three funding streams. Two of the streams ("Development Services" for \$15 million and "Strengthening Communities" for \$100 million) will be application-based funding. More information on these funding streams will be forthcoming.

The third stream will provide direct grants to local governments. This funding stream is called the "COVID-19 Safe Restart Grants for Local Governments" and will provide up to \$425 million for local operations impacted by COVID-19. This funding will support local governments as they deal with increased operating costs and lower revenue due to COVID-19. It will also ensure local governments can continue to deliver the services people depend on in their communities. Eligible costs will include:

- addressing revenues shortfalls;
- · facility reopening and operating costs;
- emergency planning and response costs;
- bylaw enforcement and protective services like fire protection and police;
- computer and other electronic technology costs (to improve interconnectivity and virtual communications);
- services for vulnerable persons (e.g. persons living with disabilities, mental illness or addictions, persons experiencing homelessness or other vulnerabilities); and
- other related costs.

I am pleased to advise you that **Sayward** is the recipient of a **\$268,000** grant under the COVID-19 Safe Restart Grant for Local Governments. This amount will be directly transferred to your local government in the coming days.

.../2

Fax:

Location:

Under section 36 of the Local Government Grants Regulation, the amount of the grant to each local government is set by Minister of Municipal Affairs and Housing. The determination of this amount was based on a formula that applies to all municipalities.

This formula is based on two components: a flat funding amount and an "adjusted per-capita" amount. The flat amount is \$169,000, and the "adjusted per-capita" amount is \$308.34 per adjusted population.

The adjusted population formula is designed to ensure that larger municipalities receive more money than smaller ones, but that smaller municipalities receive higher per capita funding than larger ones. This is because small municipalities often lack a diverse tax base and the economies-of-scale to easily restart their operations.

An example of the funding formula (for a municipality of 43,000 people) is provided as an attachment to this letter. If you wish, you can apply this formula to your 2018 population of **321** to determine both your adjusted population and total funding amount. 2018 population data was used because it is the last year in which we have complete financial and demographic data for each municipality.

To ensure full transparency regarding the use of funds, your local government will be required to annually report on how it spent this grant. This will be part of your annual financial reporting under section 167 of the Community Charter. Your local government will provide a schedule to the audited financial statements respecting the amount of funding received, the use of those funds, and the year-end balance of unused funds. Your local government must continue to annually report on the use of grant money until the funds are fully drawn down.

If you have questions or comments regarding this letter, please feel free to contact Jennifer Richardson, Grants Analyst, Local Government Infrastructure and Finance Branch, by email at: Jennifer.Richardson@gov.bc.ca, or by phone at: 778 698-3243.

The provincial government welcomes this opportunity to support COVID-19 restart and recovery throughout British Columbia. We believe that this funding will contribute to the long-term recovery of local governments who are both critical service providers and crucial drivers in the British Columbia economy.

Sincerely,

Kaye Krishna Deputy Minister

Attachment

pc: Jennifer Richardson, Grants Analyst, Local Government Infrastructure and Finance Branch Mavis Alkenbrack, Chief Financial Officer, Village of Sayward

Attachment: Example Calculation for a Municipality with 43,000 People

City of Rockridge	
Population	43,000
Adjusted Per Capita Funding	\$308.34 per adjusted population
Flat Funding Amount	\$169,000

Funding model

Α		В

				E = C (up tp		
Population	n Range	C=B-A	D	43,000)	$F = E \times D$	F
			Adjustmen	Rockridge	Adjusted Pop	Adjusted
From	to	Range	t Ratio	Pop	Calc	Pop
= =	2,000	2,000	1	2,000	= 2,000 x 1	2,000
2,001	5,000	3,000	0.8	3,000	= 3,000 x 0.8	2,400
5,001	10,000	5,000	0.6	5,000	= 5,000 x 0.6	3,000
10,001	20,000	10,000	0.4	10,000	= 10,000 x 0.4	4,000
20,001	40,000	20,000	0.2	20,000	= 20,000 x 0.2	4,000
40,001	150,000	110,000	0.1	3,000	= 3,000 x 0.1	300
150,001	900,000	750,000	0.05	-	= 0 x 0.05	(ē:

Total Funding Amount 5,009,938 K=I+J

Thus, a municipality with a population of 43,000 would have an adjusted population of 15,698. With per capita funding of \$308.34, the funding per adjusted population would \$4.84 million. Plus a flat funding amount of \$169,000, the total funding to this municipality would be \$5.009M.

The Population data was taken from the Ministry's Local Government Stats System for 2018 (Schedule 201).

https://www2.gov.bc.ca/gov/content/governments/local-governments/facts-framework/statistics/statistics



November 9, 2020

Mayor Bill Ives and Council Village of Sayward 652 H'Kusam Way Sayward, BC, V0P 1R0

RE: 2018 CEPF: Evacuation Route Planning - Interface Fire and Flooding Evacuation Plan

Dear Mayor Ives and Council,

Thank you for providing a final report and financial summary for the above noted project. We have reviewed your submission and all reporting requirements have been met.

The final report notes a total eligible expenditure of \$24,709.27. Based on this, a payment in the amount of \$24,500.00 will follow in 6-8 weeks by electronic funds transfer. This transfer represents full payment of the grant and is based on 100% of the total reported expenditure to a maximum of the approved grant, \$24,500.00.

I would like to congratulate the Village of Sayward for undertaking this project, and responding to the opportunity to develop Evacuation Route plans to increase the resiliency of BC communities.

If you have any questions, please contact Local Government Program Services at (250) 387-4470 or by email at cepf@ubcm.ca.

Sincerely,

Rebecca Bishop Program Officer

cc: Mavis Alkenbrack, Deputy CAO

The Community Emergency Preparedness Fund is funded by the Province of BC

CAO

From:

British Columbia Economic Development Association <info@bceda.ca>

Sent:

November 9, 2020 4:04 PM

To:

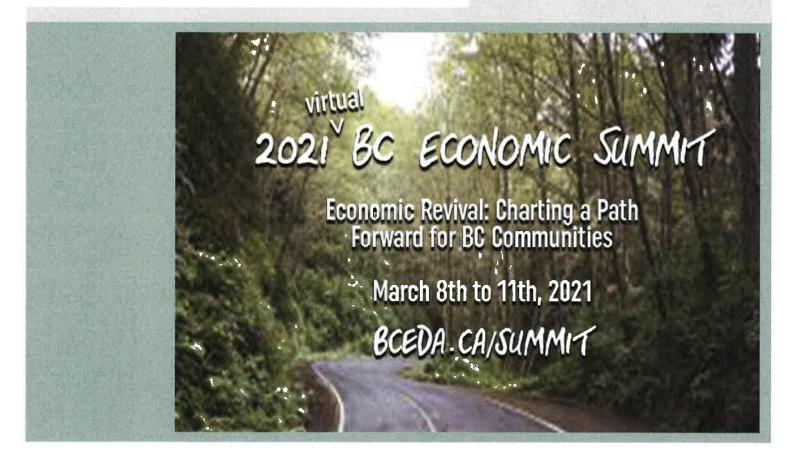
CAO

Subject:

The BC Economic Summit Source - November 9, 2020



The S





Agenda Preview

Thank you for the amazing response to BCEDA's Our Summit Committee is excited to review the building the 2021 BC Economic Summit Agenda

On the Agenda:

For the Love of Cities with **Peter Kageyama**

Indigenomics and Indigenous Economic Design **Hilton**

Goldfish Tank: Learning, Innovation and Team-l with **Stan Phelps & David Rendall**

Working Effectively with Site Selectors with Kat

Economic Development in Times of Crisis

Engaging with Your Business Community during

Celebrating Women in Economic Development

Economic Development on a Shoestring Budget

Marketing Your Community Virtually



Speaker Spotlight: Ross Berns

The best-selling author of nearly 50 sports book an award-winning peak performance hall of fam who's keynoted conferences for Fortune 500 concontinents and has been featured on CNN, ESPN "CBS This Morning," as well as in the Wall Stree Times and USA Today.

Ross' Keynote presentation, **The Champion's (** building relationships through life-lessons of interaccountability from the sports world to the busin

Catch Ross' Keynote Session at the 2021 BC



Registration

BCEDA Member Individual Registration \$32

Non Member Individual Registration \$425

Group Rate BCEDA Organizational Member \$1,250

Discounted group rate for BCEDA Organizatio communities for up to 8 delegates. Available to regional districts and Indigenous communities more details.

Group Rate for Non BCEDA Members \$1, Discounted group rate for up to 8 delegates. A governments, regional districts and Indigenous website for more details. Please note: The pric Organizational Membership and the Summit IV is only slightly higher at \$1,845.

Register Now

2021 BC Economic Development Awards



2021 BC Economic Developm

The BC Economic Development Association's E Development Awards recognizes the Province' development marketing materials; programs a

These prestigious awards honor organizations for their efforts in creating positive change in and rural communities. Two awards will be given based on population. One award for population over 20,000.

Online Application - BCEDA Members
Online Application - Non-Members

View the Nomination Guidelines

Timeline & Entry Fees

Call for Entries Begins: November 9, 2020

Final Deadline: February 1, 2021 Awards Presented: March 8-11th, 2021

Fees (per entry):

BCEDA Members \$30.00 + GST Non Members \$100 + GST

Categories:

Marketing Innovation

These awards recognize innovative and effecti materials used for attracting, retaining and fos well as communication vehicles used by econc organizations.

Community Project

This award recognizes a community or regional works together in on-going economic develops activities.

Economic Recovery & Resiliency

This category includes submissions for prograr projects that represent a successful recovery i natural and man-made disasters, including CO submissions that represent replicable measure promote long term resiliency and/or sustainab disasters.

Apply Now



Sponsorship & Virtual Trade Sł

Now is the time to support community-bar rebuild strong and resilient economies. Th Summit is the place to network with key community defeated influence new business start-ups, community defeated development, business retention and expansion attraction throughout BC

Our Summit App has a download rate of over 8! have been using it for over 3 years. They know many use it weeks in advance of the event for r why events that use Whova (like the Summit!) c

Virtual Trade Show Booth - Fuel your virtual a customized exhibitor webpage. Generate lead: interactions and promotional offers.

Add video, upload documents marketing

- Interact with attendees over chat
- Collect and Export Leads
- Access Attendee List & Profiles
- View match-matching recommendations industry, education, etc.
- Set up a promotional offer to attract attendees who claim your offer will be a list.
- Upload a product video or setup a show displayed on your exhibitor profile, the v will also be compiled in a pinned Commi

Sponsorship Opportunities - BCEDA Sponsor partnerships which include advertising packages complimentary event registration & much more.

- Stream Sponsor
- Keynote Sponsor
- Live Session Sponsor
- Pre-Recorded Session Sponsor
- Intro Sponsor

Find out more



Motion to approve the Municipality endorsing Open Letter to Premier John Horgan:

November 9, 2020

Whereas:

British Columbia relies on its natural resource product exports as a central pillar of sustaining—and improving—the economic well-being of our 5 million residents.

Whereas:

Through the sale of goods and services to our provincial neighbours, and to other countries throughout the world, the natural resource sector both grows and diversifies the provincial economy.

Whereas:

Enabling resource industries to succeed will be equally central in pandemic recovery.

Be it resolved that:

Mayor and Council join other British Columbia Municipalities in sending an Open Letter to Premier John Horgan to congratulate him on his past commitment to natural resource dependent communities and request that he recognize that following goals for the Province of British Columbia:

- 1. Move quickly to enable shovel-ready projects to proceed;
- 2. Send the right messages to international investors to ensure that BC's most resilient industries can succeed in uncertain global investment conditions;
- 3. Recognize in provincial economic planning the unique advantage of globally carbon-competitive exports from BC's resource-based industries;
- 4. Put workers and communities first as the Government delivers on its campaign commitments;
- 5. Ensure that any new regulations affecting the ability to deliver on the first four pillars during the pandemic recovery period are considered carefully.

Subject: Attachments: FW: Resource town mayors: Open Letter to Premier John Horgan Premier Horgan Letter from Mayors - Nov-9.docx; Motion to approve Open Letter to Premier John Horgan.docx

Subject: Resource town mayors: Open Letter to Premier John Horgan

Dear Mayor,

As the mayor of a resource-reliant community, here's a chance to add your name to an open letter from B.C. mayors to Premier John Horgan. In addition to congratulating the Premier and wishing him well in his efforts, resource mayors are asking him to make sure that the interests of natural resource communities, (not only from outside Metro Vancouver and Victoria) are heard around the Cabinet table.

Mayors Ackerman of Fort St John and Mayor Cobb of Williams Lake, who sit on the Resource Works Advisory Council, were in agreement with me that helping to circulate and send this letter once it has been signed by numerous mayors would be an appropriate gesture that could be provided by Resource Works.

Will you affix your signature to the open letter? The answer may be as simple as "yes" or in some cases this may be seen as a Council decision. (In this event, I've included a draft Motion to approve this action.)

Key points:

- State firmly that natural resources are a vital part of the provincial economy that many communities depend on.
- As Premier Horgan composes his Cabinet and provides Mandate Letters to set direction, mayors will ask that he addresses the serious urban-rural divide that has the potential to hold back British Columbia's pandemic recovery.
- Mayors acknowledge there is a critical opportunity to forge a collaborative and positive relationship between the Province of B.C and resource communities.
- By acting now, we can help to set the tone for the next four years and ensure that our communities are heard by Victoria.

The draft Open Letter is attached for your consideration, and I have also pasted the text below my signature here. (Perhaps you also have suggestions to improve the text. Signers will be able to view and approve the final version before it goes out.)

I'd be appreciative if you could let me know at your earliest convenience whether this interests you, and also the timeline for you to approve the inclusion of your signature. The sooner we can get the letter out while "Cabinet making" continues, the more consideration it is likely to be given.

All the best,

Stewart Muir
Executive Director
Resource Works Society
www.resourceworks.com
c. 250 589-6747

Nov. x, 2020

British Columbia's resource communities stepping up for pandemic recovery

Dear Premier Horgan,

Congratulations on the strong mandate you have received from British Columbians! We look forward to working with you and your Government over the next four years to recover and build back stronger from the pandemic.

As we've seen throughout the pandemic, BC has undergone a tremendous economic shock. Fortunately, BC's resource industries have been able to persevere during this period. Our mines have continued to operate, the forest sector was able to take advantage of soaring lumber prices during 2020, aquaculture continues to invest and innovate, and four major energy projects have kept British Columbia workers busy building the resource infrastructure of the future.

As mayors of resource-reliant communities all around B.C., both rural and urban, we appreciate the tremendous support you have shown for working people and businesses by supporting foundational investments in natural resources. Energy, forestry and mining – as well as the construction and transportation needs associated with them – are among the resource areas that benefited greatly from your leadership and we know that does not happen by accident.

Over the next four years, supporting responsible natural resource development will continue to be one of the most crucial things that you can do as Premier. Four fifths of BC's goods exports are resource products. In some way, every community is a resource community. Even so, being a supporter isn't always easy and we know that having the backing of direct resource communities like ours does help. Supporting natural resources means ensuring the right policies are in place and including us in those policy discussions.

While you bring together your new Cabinet to take on major challenges like First Nations reconciliation, pandemic recovery and presenting an effective response to climate change, we, as the Mayors of resource-supporting communities around the province, want you to be assured that you will have our support in the work that is ahead.

British Columbia relies on its natural resource product exports as a central pillar of sustaining—and improving—the economic well-being of our 5 million residents. Through the sale of goods and services to our provincial neighbours, and to other countries throughout the world, the natural resource sector both grows and diversifies the provincial economy. Early evidence strongly supports the view that enabling resource industries to succeed will be equally central in pandemic recovery.

We welcome the opportunity to share with you and your colleagues our thoughts on how the voices of resource communities can be heard around the Cabinet table and in your re-elected Government's mandate.

We suggest starting with these core pillars:

- 1. Move quickly to enable shovel-ready projects to proceed,
- Send the right messages to international investors to ensure that BC's most resilient industries can succeed in uncertain global investment conditions;
- 3. Recognize in your economic planning the unique advantage of globally carbon-competitive exports from BC's resource-based industries;
- 4. Put workers and communities first as your government delivers on its campaign commitments;
- 5. Ensure that any new regulations affecting the ability to deliver on the first four pillars during the pandemic recovery period are considered carefully.

In addition to embracing the principles at the heart of economic recovery plans, we also suggest that you look for ways to enshrine them into the Mandate Letters being prepared for incoming Cabinet Ministers, so that they remain as an enduring featuring of delivering your mandate.

In the meantime, we look forward to stepping up in any way we can to further advance your pandemic recovery leadership.

Yours faithfully.

[Mayors' Names]



For: Mayor and Council

Prepared by: John France Acting CAO

Subject: Projects/Financial Variances Update – November 2020

Meeting date: November 17, 2020

BACKGROUND

Council should receive regular updates on strategic plan progress, municipal projects and directions to Staff. Resolutions passed by Council that involve Staff follow-up should also be tracked so Council can see the progress being made. In addition, Financial Variance reporting should occur monthly.

ATTACHMENTS

None

DISCUSSION

Staff had committed to providing an update on projects/Issues report and Financial Variance report for November. The work required is considerable and will be continued. However, the reports have been delayed until the second Council meeting in December.

RECOMMENDATION

THAT Council receive the Projects Update/Financial Variances – November 2020 report for information.

Respectfully prepared,		
John France, Acting CAO		



STAFF REPORT

MAYOR AND COUNCIL VILLAGE OF SAYWARD

FROM: John France, Acting CAO RE: Dam Update Report

Background

The Dam Rehab project originally approved included maintaining the Dam in its current size with considerable work cleaning the surface, dredging, clearing local vegetation, earthquake pinning and several studies. Council subsequently reviewed other options including lowering or taking the Dam out completely. A fourth option, creating a weir upstream and demolishing the Dam was considered and agreed upon as the preferred option. This option was the most cost effective.

Council approved a budget of \$986,213 on June 4, 2019. However, weather delays pushed the project into 2020.

The project was planned for completion in 2020 at a cost of \$1,162,896, an increase of \$176,783 over 2019.

Description	Budget (2019)	Spent (2019)	Budget remaining	New budget (2020)	Total Budget to Project Comp.
Project management, engineering, environmental	\$169,000 \$817,113	\$143,488	\$25,513		\$169,000
PM, engineering and environment (2020)	\$817,113	\$387,224 -	\$429,889	\$60,000	\$817,113 \$60,000
Construction change orders to completion (net value, includes weir redesign and 2019 weather shutdown costs) (2020)				\$66,783	\$66,783
Project contingency (2020)				\$50,000	\$50,000
Total	\$986,113	\$530,711	\$455,402	\$176,783	\$1,162,896

Subsequent delays prevented the project from being completed in 2020. Staff have been working with the consultant and contractor to determine where we are at with costs incurred in 2020, cost to complete the works in 2021 and any other operational/contractual issues. Here are the current outstanding issues:

- 1. **Pumps:** Due to the bad weather in September/October 2019 two pumps could not be retrieved from the works, charges for rental need to be addressed.
- 2. **Price Revision:** The Contractor is working on revised costs for 2021.
- 3. **Permits**: All permits to do the work are in place except for the Fisheries permit which has expired.

4. **Holdback:** The contractor is requesting release of his holdback which we have held for two years.

We have been advised the project has been extended to March 2023.

Discussion

Staff have inserted the summary table 2 of changes below. In short, the 2020 project delay cost the Village an additional \$31,730 for a new total cost of \$1,194,726 (note \$100 difference will be resolved). Table 1 below outlines the change order costs to date.

Table 2 Project Cost Summary

Description	Budget (2018/19)	Spent (2018- Present)	Budget Remaining (Sept 2020)	Project Delay Costs	Change Orders (2020/21)	Total Budget to Project Completion
Project management, engineering, environmental consultants	\$169,000	\$164,876	\$4,123	-	\$60,000	\$229,000
Construction	\$817,213	\$387,223	\$429,889	\$31,730	\$98,513	\$915,726
Project contingency	3	3 0		π.	\$50,000	\$50,000
Total	\$986,213	\$552,100	\$434,012	\$31,730	\$208,513	\$1,194,726

In summary, to explain the added costs:

- 1. Pump rental cost of \$18,784.23. The total cost to B&V is \$23,211.16, and they will cover the last two months rental (\$4,426.93) as the pumps should have been recovered in that time and it was their scheduling that incurred that cost. **Staff comment, this is a reasonable resolution to the pump cost issue.**
- 2. A mobilization cost for a rental excavator, \$2,912. This machine was brought in for the work before shutdown. **Staff comment, no issue.**
- 3. Replacing expired epoxy, \$6,500. The epoxy is for securing the rock anchors to support the HDPE water supply line. **Staff comment, no issue.**
- 4. Increase in reinforced concrete cost from \$1640 to \$1697/m3, an increase in the cost of \$3,534. Staff comment, no issue, but note concrete for the weir is an unknown due to depth needed to effectively make a seal and the main reason a contingency is needed.
- 5. Contingency has been retained \$50,000. Staff comment, no issue.
- 6. DFO has no concerns at this time, new permit has been applied for.

The issue of the release of holdback remains unresolved.

Funding

Council has the option of approving the funding now or leaving it to the next Council. Staff recommend that the current Council adopt a resolution on funding as this will provide certainty to all parties of Council's intent. Furthermore, this Council is familiar with the issues. The \$208,513

may be funded by using surplus funds as follows: \$158,513 from General surplus and \$50,000 from Water surplus.

The additional funding for the project has been requested from the Province, so far there has been no favorable response. Staff did look at new funding streams but felt our project did not fit within the guidelines. Staff will continue to track funding sources.

Staff Recommendations

THAT the Dam Update Report be received for information and discussion, and;

THAT Council approves the additional costs of \$208,513 due to the delay, and;

THAT General surplus funds of \$158,513 and Water surplus funds of \$50,000 be used to fund the total shortfall of \$208,513, and Finally;

THAT the 2021 Financial Plan be adjusted accordingly.

Respectfully submitted,

John France Acting CAO

Table 1	Summary of Change Orders					
Number	Change Description	Cost	Tender Price	New Cost (2020)	Net Change to Cost	Description
601		\$167,750.00				Replaces tender item 4 when combined with CO5. Silt, sand and gravel reservoir sediment hauled to Sayward Rd. and Frenchman's Rd. Volume is 5,500 m ³ and unit rate is \$30.50
CO1	Reservoir Sediment Disposal	\$45,000.00	\$244,000.00	\$212,750.00	(\$31,250.00)	Replaces tender Item 4 when combined with CO1. Silt, sand and organic reservoir sediment hauled to stockpile location on the water treatment facility site. Volume is 2,500 m ³ and unit rate is \$18.00/m ³
CO2	Concrete Weir Redesign	\$151,452.00	\$128,131.00	\$154,986.00	\$26,955.00	Replaces tender items 10 and 11. Construction costs for the redesigned weir. The cost is based on negotiation with the contractor, and is reasonable in context of the original tendered costs
CO3	Construction Shutdown	\$19,399.25	, GP	\$19,399.25	\$19,399.25	Additional item related to the 2019 flood issues, includes: site deanup, decommissioning water bypass, and demobilization of equipment. The cost is based on an estimate of time and materials
CO4	Construction Initiation	\$24,462.80	(2)	\$24,462.80	\$24,462.80	Additional item related to the 2019 flood issues. Includes: recommissioning water bypass, cofferdam construction, and remobilization of equipment. The cost is based on an estimate of time and materials
CO5	Additional Rock Scaling	\$10,000.00	\$10,000.00	\$20,000.00	\$10,000.00	Additional cash allowance related to tender item 8. Additional rock scaling is required to accommodate the water line. The cost is based on an estimate of the time and equipment
CO6	Wood waste relocate	\$5,250.00	\$12,500.00	\$17,750.00	\$5,250.00	Additional work related to tender item 2. The original plan required stockpiling tree debris on the water treatment plant site. The windstorm on Dec 20, 2018 caused extensive tree blow-down. This material needs to be hauled off-site. Cost is based on 15 loads of wood debris x \$350/load. The tipping fee is estimated to be \$0
CO7	Rock Armour	\$15,600.00	\$49,400.00	\$65,000.00	\$15,600.00	Additional work related to tender item 6. A rock armour quantity increase of 150 m ³ is required due to the concrete weir redesign. The cost is an extension of the tendered unit cost.
CO8	Pump Rental Cost	\$23,211.26		\$18,784.23	\$10,784.23	Two of the three bypass pumps were unable to be retrieved when the contractor demobilized in September 2019. Both pumps were buried in sediment due to the flood flows and required an excavator for removal. Flows in the creek exceeded the low-level outlets' ability to dewater the reservoir preventing excavator access. Until the removal of the pump in August 2020, the contractor was paying rental fees. Contractor recognizes they could have been removed in July and offers a cost saving of \$4,426.93
CO9	Project Delay Costs	\$9,412.00	*	\$9,412.00	\$9,412.00	Costs incurred by Barry and Vale with project shutdown and delay. Cost is to cover mobilizing equipment and replacing the expired epoxy used in ancoring brackets to the rock face.
CO10	Contingency	\$50,000.00		\$50,000.00	\$50,000.00	Addition of a contingency to offset any potential costs that may occur and prevent the need to seek further funding
NHC C01	Project Mgmnt and Engineering	\$45,000.00	\$169,000.00	\$229,000.00	\$60,000.00	Additional work to included additional project management, engineering and permitting support costs related to the 2019 flood issues and project extension to 2020.
	Environmental Monitoring	\$15,000.00				Additional work to included additional permitting support and environmental monitoring related to the 2019 flood issues and project extension to 2020.



STAFF REPORT

For:

Mayor and Council

Prepared by:

John France Acting CAO

Subject:

Refuse Removal Contract 2021-22

Meeting date: November 17, 2020

BACKGROUND

The last contract is attached to the end of this report. The end date is December 31, 2020, it was originally for three years and had a one two-year extension. The SRD and the Village jointly tendered the contract back in 2015 as it was preferred to have one service provider for the Valley and Village. The SRD is extending their contract for a further two years.

ATTACHMENTS

Refuse Collection Agreement

DISCUSSION

The current contract has yearly pricing that increases each year in January by 3%. WM would be willing to continue the services adding 3% to the rates for 2021 and 3% to the rates in 2022.

Sayward Village

Dates		e Per HH	# of Homes	Revenue
Jan 1, 2016 to Dec 31, 2016	\$	9.68	143	\$ 1,384.24
Jan 1, 2017 to Dec 31, 2017	\$	9.97	143	\$ 1,425.71
Jan 1, 2018 to Dec 31, 2018	\$	10.26	143	\$ 1,467.18
Jan 1, 2019 to Dec 31, 2019	\$	10.58	143	\$ 1,512.94
Jan 1, 2020 to Dec 31, 2020	\$	10.90	143	\$ 1,558.70
Jan 1, 2021 to Dec 31, 2021	\$	11.23	143	\$ 1,605.89
Jan 1, 2022 to Dec 31, 2022	\$	11.57	143	\$ 1,654.51

RECOMMENDATION

THAT Council receive the Refuse Removal Contract 2021-22 report, and;

THAT Council approves a two-year extension to the contract at the proposed rates, 2021 \$11.23 and 2022 \$11.57 for residential collection based on 143 units, and;

THAT the Mayor and CAO be authorized to sign the contract with Waste Management Canada.

Respectfully prepared,

John France, Acting CAO



Village of Sayward Refuse Collection Agreement

This Agreement is dated for reference the 18th day of December, 2015.

BETWEEN:

Village of Sayward 652 H'Kusam Way Sayward, BC V9N 1P0

Telephone: (250) 282-5512 Facsimile: (250) 282-5511

(the "Village")

And:

Waste Management of Canada Corporation

1622 Coulter Road

Campbell River, BC V9W 7M1

Telephone: (250) 544-8009 X 244

Facsimile: (250) 544-2305

(the "Contractor")

WHEREAS:

- A. The Village is empowered by Council resolution R15/378 dated December 1, 2015 and the *Community Charter*, to provide service of collection of residential refuse for approximately 143 dwelling units within the Village of Sayward (the "work site") and to provide financial contributions to Contractor to perform these services on the Village's behalf.
- B. The Contractor has agreed to provide the service of collection of residential refuse for the Village of Sayward, shown on the map attached as Appendix A, on the terms and conditions contained herein.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration, the Village and the Contractor covenant and agree as follows:

TERM OF AGREEMENT

1. The "Term" of this "Agreement" will be for a period of three (3) years beginning January 1, 2016 and ending December 31, 2018 with an option, at the sole discretion of the Village, to extend it for a further two (2) years ending December 31, 2020.

SCOPE OF WORKS

- 2. The "Works" outlined in this "Agreement" are as follows:
 - a) Supply of all supervision, labour, materials, tools, plant, and equipment and any necessary incidentals to collect residential refuse from approximately 143 dwelling units in the residential solid waste collection area, shown on the map attached as Appendix A;
 - b) Collection shall be once per week of two (2) approved receptacles, each with a volume capacity not to exceed 80 litres, for each dwelling unit;
 - c) Transporting the residential refuse to the disposal site in accordance with the terms and conditions of this Agreement; and
 - d) Tipping fees on the refuse delivered to the Campbell River Management Centre will be paid by the Village under separate account.

MATERIALS AND LABOUR

The Contractor agrees to provide all the necessary materials, labour and supervision and shall perform the service and do all the work during the term of this Agreement, in accordance with this Agreement.

PAYMENT

4. The Village shall pay:

Unit rate for dwelling units is excess of 143

- a) the Contractor monthly upon invoice for the number of dwelling units serviced based on the list in accordance with section 14.
- b) for the term of this Agreement, the **monthly dwelling unit cost** of collection may not exceed the following provisions:

Term	Unit Cost	# Units	GST 5%	Total Cost
Jan. 1, 2016 to Dec. 31, 2016	\$9.68	143	\$0.48	\$ 1,453.45
Jan. 1, 2017 to Dec. 31, 2017	\$9.97	143	\$0.50	\$ 1,497.00
Jan. 1, 2018 to Dec. 31, 2018	\$10.26	143	\$0.51	\$ 1,540.54
Jan. 1, 2019 to Dec. 31, 2019	\$10.58	143	\$0.53	\$ 1,588.59
Jan. 1, 2020 to Dec. 31, 2020	\$10.90	143	\$0.55	\$ 1,636.64
Hourly rate for extra services as required		\$40.8	30 / hour	HUIL - CERT

\$ same as above

INSURANCE

- 5. Contractor shall:
 - a) At its expense, throughout the term of the Agreement, maintain and pay for:
 - Comprehensive commercial general liability insurance policy with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury and property damage reflecting the Village as an additional named insured;
 - ii. Standard automobile policies covering all licensed vehicles owned by them, registered in their name or leased with a limit of not less than \$2,000,000 inclusive; and
 - iii. Standard non-owned automobile policy including standard contractual liability with a limit of not less than \$2,000,000.
 - b) Furnish the Village with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal of policy or policies. Every certificate or certificates of insurance shall include certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
 - c) Maintenance of such insurance and the performance by Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions here and above set forth.

OCCUPATIONAL HEALTH & SAFETY

- 6. The Contractor agrees that it shall at its own expense, procure and carry or cause to be procured and carried and paid for, full Worksafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.
- 7. With the signing hereof, the Contractor will provide a current clearance certificate from Worksafe BC confirming that is in compliance with all requirements of the Act, regulations and payment of premiums.

TERMINATION

- 8. If the Contractor fails to comply with, is in breach of any of the terms and conditions of this Agreement, or fails to provide the Services to the reasonable satisfaction of the Village, and the Contractor fails to cure this default within 15 days after receiving written notice thereof from the Village, the Village may, at its sole option, terminate this Agreement at any time.
- 9. In the event this Agreement is terminated the Village shall perform a reconciliation of all accounts, payments, assets and liabilities of the Services and any and all surplus funds in excess of outstanding liabilities held by Contractor will be returned to the Village within 10 days of the cancellation date.

INDEMNITY

10. The Contractor hereby indemnifies, saves harmless, releases and forever discharges the Village, its elected and appointed officers, employees or agents from and against any and all claims and demands, losses, costs, damages, actions, suits, fees or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon,

occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue of this Agreement or the exercise in any manner of rights arising under this Agreement except claims for damage resulting from the negligence of any officer, servant or agent of the Village while acting within the scope of their duties of employment.

EMPLOYMENT RELATIONSHIP

11. It is understood that this Agreement is strictly between the Village and Contractor and in no way shall be interpreted as an employment relationship between the Village and Contractor, its employees, servants, agents, Contractors or sub-contractors. Should any issues arise between Contractor and any of its employees, servants, agents, Contractors or sub-contractors, they shall be resolved directly between them and Contractor in this connection.

SPECIFIC COVENANT

12. The Contractor agrees to:

- a) Collect one time per week, between the hours of 7:00 a.m. and 7:00 p.m. from each dwelling unit of an eligible property;
- b) The residential refuse shall be contained in the two approved receptacles, with each receptacle's volume capacity not exceeding 80 litres and having a secure, watertight cover or lid, set out for collection;
- c) Supply all equipment suitable for collecting and hauling residential refuse;
- d) Supply trucks for transporting residential refuse which enclose the refuse and recyclables to prevent spilling;
- e) Provide to the Village a list of all equipment to be used for the execution of this
 Agreement including the make, model and year of truck, the capacity of the truck and
 the incidental equipment used for collecting refuse which is mounted on each truck;
- f) Maintain all equipment in a neat and clean condition and in a state of good appearance and repair, as approved by the Village;
- g) Maintain all equipment in safe operating capacity including brakes, mirrors, head, tail, brake and indicator lights, back-up beacons, and hydraulics;
- h) Not modify any vehicles or substitute any vehicles without the prior consent of the Village;
- i) Supply to the Village a schedule showing the dates and approximate times of collection for each eligible dwelling or area within the local service area;
- Not vary the schedule of times for collection, except for temporary changes due to statutory holiday periods, and to advise the Village of such changes;
- Publish, at the Contractor's cost, in one local newspaper at least one week before the statutory holiday periods or change in schedule, notice of the change of schedule;
- I) Revert back to the original schedule in the week following the holiday;

- m) Provide the Village, by January 15, of each calendar year of this Agreement, a list of addresses from which collection services were commenced or discontinued during the immediately preceding calendar year;
- n) Provide a system for recording and rectifying complaints, and rectify complaints in a prompt and efficient manner;
- Maintain a complete log of all complaints received, which includes the time of call, name and address of caller, nature of complaint and the action taken to rectify the complaint;
- p) Make the log available for inspection by the Village at any time during normal office hours;
- q) Not carry out or permit any employees to carry out scavenging activities from the collected residential refuse or at the disposal site;
- r) Maintain an accurate and complete log of all loads being delivered to the landfill;
- s) Comply with all reasonable orders and instruction given by the Village;
- t) Comply with all applicable legislation, regulations, or by-laws of the Province of British Columbia, Canada or the local governments;
- u) Inform the Village of any eligible properties or dwelling units from which the Contractor chooses not to collect residential refuse and the reasons for the refusal, within 24 hours of the refusal to collect;
- v) Exercise and maintain at all times good public relations and to inform and supervise all employees of the Contractor with respect to public relations;
- w) To investigate and to respond promptly and appropriately to any notification by the Village of the following actions by the Contractor's employees:
 - i, intoxication by drugs or alcohol;
 - ii. the use of foul, profane, vulgar or obscene language;
 - iii. solicitation of tips or gratuities from any person in respect of the services to be performed under this Agreement;
 - iv. the refusal to collect or handle residential refuse from a dwelling unit of an eligible dwelling;
 - v. the deliberate or negligent destruction of any receptacle;
 - vi. any disregard of health or safety regulations or procedures; and
 - vii. public nuisance or disorderly conduct.
- x) Advertise a telephone number in each local weekly newspaper circulating within the Village one week before the commencement of this Agreement.

13. The Village agrees to:

a) Pay the Contractor in accordance with clause 4;

- Provide to the Contractor, not later than February 15th in each year, a list of eligible properties or dwelling units within the service area for which a collection fee is to be billed by the Village, for the current year;
- c) Provide one month's notice in writing to the Contractor of any deletion or addition of eligible properties or dwelling units from/to the list provided in 13(b) and of the cessation of collection services and to adjust the payment to the Contractor accordingly for the duration of the time set out in the notice.

ADDITIONAL RECEPTACLES

14. The Contractor may:

- a) By agreement with any owner or occupier of any dwelling unit within an eligible property to which this Agreement applies, collect residential refuse from additional approved receptacles at any normal collection time; and
- b) Collect residential refuse from additional approved receptacles, the fee for the collection for each additional approved receptacle shall be 2 times the regular fee for each approved receptacle.

15. The Contractor shall:

- a) The Contractor shall set up and maintain a system for the purchase of collection services for any additional approved receptacles, and shall not collect from additional approved receptacles without proof of prior payment for the service; and
- b) The Contractor shall on the last business day of each month provide the Village with a record of the number of additional receptacles collected during that month.

GENERAL

- 16. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by the Contractor without the prior written consent of the Village, and any attempt to do so without such consent will be of no force and effect.
- 17. The provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- 18. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
- 19. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
- 20. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- 21. Wherever the singular or masculine are used herein 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 requires.
- 22. The headings to the sections of this Agreement are inserted for convenience only and

shall not affect the construction or interpretation hereof.

- 23. Time is expressly declared and stipulated to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.
- 24. Either party may, in writing, from time to time and at any time waive, in whole or in part, the benefit to it of any provision of this Agreement or any default by the other party, but any waiver on any occasion shall be deemed not to be a waiver of that provision thereafter or of any subsequent default, or a waiver of any other provision or default under this Agreement.
- 25. All notices, requests and demands required or permitted to be given hereunder shall be given in writing and may be delivered personally by hand or by commercial courier or mailed or sent by facsimile transmission to the parties at the addresses or facsimile numbers on the first page of this Agreement. All notices, requests and demands shall be deemed to have been received by facsimile on transmission; when mailed, on the seventh calendar day after being mailed and when delivered, when actually received.

The parties hereto have set their hands and seals as set out below with the effect as of the date and year first above written.

by its Authorized Signatories:	3
John & Mas mall	Jan 11/16
Mayor	Dated An. 11/16
Chief Administrative Officer	Dated
Waste Management of Canada Corporation by its Authorized Signatory(ies):	
Authorized Signature	Jan 4,20/6 Dated
	Dated
Authorized Signature	Dated

