

CHARLIE LAKE WASTEWATER SYSTEM

SERVICES AGREEMENT

PEACE RIVER REGIONAL DISTRICT

&

AQUATECH CANADIAN WATER SERVICES

0601.0067.01



Peace River
Regional
District

SERVICES AGREEMENT

Effective as of the 1st of December 2015

BETWEEN: **PEACE RIVER REGIONAL DISTRICT**
Box 810, 1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

Hereafter referred to as 'PRRD'

AND: **AQUATECH CANADIAN WATER SERVICES INC.**, a duly incorporated corporation under the *Canada Business Corporations Act*, having its head office at 101, boulevard Roland-Therrien, in Longueuil, Province of Quebec, J4H 4B9, duly represented for the purposes of this contract by its Chief Operating Officer, Mr. Andrew Reiter;

Hereafter referred to as the 'Service Provider'

RECITALS

- (a) The Service Provider is in the business of providing operation and maintenance services ("Services") for wastewater facilities
- (b) The PRRD is the owner of the facilities more particularly described in Schedule A (the "Facilities")
- (c) The PRRD wishes to retain the services of the Service Provider, as an expert wastewater operator, to operate and maintain the Facilities in accordance with the provisions of this Agreement (the "Agreement")
- (d) The PRRD and Service Provider (collectively, the "Parties") are entering this agreement to clarify and set out their respective rights and obligations with respect to the operation, maintenance, responsibilities, liabilities, invoicing and payment arrangement for the operation of the Facilities.
- (e) The Board of the PRRD on the 16th day of October, 2015 passed a resolution authorizing entering into this Agreement.

Now Therefore the PRRD and Service Provider agree as follows:

SECTION 1. DEFINITIONS

"Agreement" means this agreement together with the Schedules attached hereto and all amendments made hereto by written agreement between the Service Provider and the PRRD;

"Annual Lump Sum Fee" means the lump sum cost of routine services based on the terms agreed upon by the Service Provider and the PRRD and performed within each 12 month period for the duration of the 5 year contract. This fee is a fixed price for the overall operating, maintenance and management services of the entire Charlie Lake wastewater system as outlined in Schedule G;

"Applicable Laws" means any and all statutes, by-laws, regulations, permits, approvals, standards, guide lines, certificates of approval, licenses, judgements, orders, injunctions, authorizations, directives; whether Federal, Provincial or Regional District including, but not limited to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environmental management and protection, building code or workers compensation matters and includes Environmental Laws;

"Approved Capital Asset Expenditures" means the written approval by the PRRD to the Service Provider to proceed to incur Capital Asset Expenditures;

"Authorizations" means each of the PRRD's wastewater by-laws, provincial and federal licenses, certificates of approval, permits, consents and other authorizations or approvals required under any provincial and federal law, regulation, by-law or government policy in order to operate the Facilities;

"Authorized Representatives" means the designated individuals from each of the Service Provider and the PRRD who act as authorized representatives of each of the parties in connection with the day-to-day administration of the provisions of this Agreement;

"Business Day" means a day other than Saturday, Sunday or statutory holidays in BC;

"Capital Asset Expenditures", defined in this Agreement, shall generally follow PSAB (Public Service Accounting Board) principals as approved by the BC Government for Municipal/Regional asset management and accounting;

"Claim" means any direct claim, fine, penalty, liability, direct damages, direct loss and judgement (including but not limited to, cost and expenses incidental thereto) of any kind and nature whatsoever;

"Excluded Services" means any services specifically listed in Schedule C of this agreement and any services not set out in the Services as defined in this agreement;

"Existing Agreements" means any agreements which were in place with the Service Provider or a predecessor of the Service Provider at the time of execution of this agreement;

"Facilities" means all physical aspects of the Charlie Lake wastewater system. This includes the collection system, lift station and forcemain, monitoring stations, treatment system, trucked waste receiving facility and disposal system as outlined in Schedule A;

"Initial Term" means the agreement beginning and continuing in effect for an initial term of five (5) years;

"Insurance" means coverage by contract whereby a party undertakes to indemnify or guarantee another against loss by a specified contingency or peril;

"Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in the unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world;

"Operating Hours" means the hours of operation during which the Service Provider will man the Facilities with qualified operators. The hours of operation are from Monday to Saturday, from 8am to 8pm, subject to change from time to time at the request of the PRRD;

"Parties" means the Service Provider and the PRRD;

"PDC" or "Process Data Collection" means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports;

"Performance Security" means a legally binding performance bond provided by a recognized surety on behalf of the Service Provider to the benefit of the PRRD;

"Prime Contractor" means Prime Contractor as defined in the Workers Compensation Act.

"Renewal Term" means successive one-year terms after the Initial Term;

"Services" means the duties obligated to the PRRD including administrative, operational, maintenance and reporting duties per the terms of this agreement; as described in Schedule B

"Technology" means technology developed by the Service Provider whether existing or in the future needed to provide the Services in this agreement;

"Termination for Cause" means the termination of this agreement for specific reasons related to non-compliance of the terms of this agreement;

"WMMS" or Work Management Maintenance System" means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost;

"Workers Compensation Act" means the Workers Compensation Act, R.S.B.C. 1996, c492 as the same may be amended from time to time.

SECTION 2 RESPONSIBILITIES OF SERVICE PROVIDER

2.1 Retention of Service Provider

The PRRD retains the Service Provider as an independent contractor to provide the Services to operate and maintain the Facilities. Neither the Service Provider

nor any of its employees or contractors is engaged by the PRRD as an employee or agent of the PRRD.

2.2 Performance of Services

2.2.1 The Service Provider shall deliver the Services in compliance with all Applicable Laws, except as described in Article 2.2, subparagraph 2.2.2 and 2.2.3, below, and in any of the following exceptional circumstances:

2.2.1.1 The PRRD not making necessary Capital Asset Expenditures as recommended in writing to the PRRD by the Service Provider to the attention of the General Manager of Environmental Services and confirmed in writing as necessary by an external expert (per Section 4.6);

2.2.1.2 Failure of the PRRD to meet its representations and warranties specified in the Agreement;

2.2.1.3 Equipment failure of any equipment or built structure at the Facilities unless such failure was due to negligent maintenance practices and/or managerial oversight by the Service Provider.

2.2.2 The Service Provider may, with approval of the PRRD's General Manager of Environmental Services, or their designate, temporarily reduce the level of provision of Services specified hereunder in the event of an emergency, breakdown or any other reason which limits the performance of the Facilities beyond the reasonable control of the Service Provider. The Service Provider shall meet all obligations of the British Columbia's Ministry of the Environment (MoE), Environment Canada and all other governing Ministries and agencies, as amended from time to time.

2.2.3 Notwithstanding any other provision of the Agreement, delay in the performance of, or a failure to perform any terms of the Agreement by the Service Provider, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of the Service Provider limited to:

2.2.3.1 Decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage; strikes, lockouts and other industrial disturbances not related to the Service Provider workforce; insurrections, war, civil disturbances, riots, explosions, fire and acts of third parties.

2.2.4 The Service Provider, in its discretion, and limited by its authority detailed within this Agreement (authorization to modify capital equipment, change physical plant, etc.), may take remedial measures that it determines are reasonable and necessary to attempt to maintain compliance with Applicable Laws. Within the context of Section 2, such measures may be beyond the normal Services outlined within this Agreement, but shall be deemed to be provided at no additional cost to the PRRD, unless prior approval is given by the PRRD. All remedial measures shall be communicated to and approved by the PRRD prior to commencement.

2.2.5 Notwithstanding Paragraph 2.2.4, above, the PRRD recognizes that such remedial measures taken by the Service Provider may be as a result of an emergency situation and that in such situations the Service Provider's primary concern is making all reasonable efforts to maintain compliance with Applicable Laws and that the Service Provider's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Applicable Laws and that the Service Provider may be required to correct a deficiency or deal with the emergency situation without obtaining the PRRD's prior approval. Should such situations arise, the Service Provider will provide all available information to the PRRD and will work with the PRRD to ensure the emergency situation is appropriately addressed.

2.3 Excluded Services

Any services not set out in the Services are excluded from this Agreement (the "Excluded Services") and, without limiting the generality of the foregoing, those services set out in Schedule C to the Agreement are examples of Excluded Services. If the PRRD subsequently requests in writing that the Service Provider provide the Excluded Services, any such work may be at an additional cost to the PRRD.

2.4 Standard of Care

As experts in the management, operations, administration and maintenance of wastewater facilities, the Service Provider shall deliver the Services as would a reasonable operator with like skills in like circumstances.

2.5 Service Provider as Independent Contractor

In performing the Services, the Service Provider shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither the Service Provider nor its employees, agents or subcontractors shall be subject to the direction and control of the PRRD, except as expressly provided in this Agreement.

2.6 Prime Contractor

The Service Provider will ensure compliance with and conform to all health and safety laws, standards, bylaws and regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and the regulations pursuant thereto. The Service Provider agrees that it is the Prime Contractor for the Services pursuant to Section 118 of the Workers Compensation Act.

Notwithstanding that the PRRD owns the Facilities and its employees, officers, agents and other representatives may attend the Facilities from time-to-time, the Service Provider shall be responsible for ensuring the health and safety of all persons at the Facilities.

2.7 Authorized Representatives

The Service Provider and the PRRD shall be entitled to designate in writing to the other one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other party's Authorized Representative until such time as it receives a written notification of change of the other party's Authorized Representative.

2.8 Monitoring, Reporting and Performance Reviews

2.8.1 The Service Provider will supply, at a minimum, the following monitoring and reporting requirements:

2.8.1.1 The monitoring and reporting will meet the general and detailed performance specifications as outlined in Schedule B. The Service Provider will also detail the types of reports that will be available from the maintenance software.

2.8.1.2 The Service Provider will be available to meet monthly with the PRRD to report on current operational priorities including a written report on current monthly priorities including Preventative Maintenance activities.

2.8.2 The Service Provider will be available to meet bi-annually for formal performance reviews to evaluate the Service Provider's performance of the Services in accordance with this Agreement.

2.9 Performance Security

The Service Provider and its surety shall, over the duration of the contract, provide a multi-year renewable performance bond signed and sealed by the Service Provider's surety or equivalent to the satisfaction of the PRRD in the amount of 100% of the Year One Annual Lump Sum Fee value (e.g.: 12 month equivalent value). The bond must be original and shall be to the satisfaction of the PRRD.

If the Service Provider defaults on the contractual obligations and fails to correct the default, the PRRD may, at its option draw on the Performance Security.

2.10 Indemnification of the Service Provider

The Service Provider shall exonerate, indemnify and hold harmless the PRRD, its directors, officers, employees, consultants and agents from and against all claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the PRRD that are caused by the Service Provider's conduct, negligence or willful misconduct when performing the Services. The PRRD shall be deemed to hold the provisions of Article 2.9 that are for the benefit of the PRRD.

It is understood between the Parties that the Service Provider accepts no liability or other responsibility for ramifications resultant to any damages due to equipment failure caused by the misuse, bad maintenance, or unauthorized use of such equipment which is not attributable to a fault or negligence of the Service Provider, its directors, officers, employees and agents.

2.11 Insurance

2.11.1 The Service Provider shall arrange for insurance coverage (the "Insurance") as described in Schedule E to this Agreement and, with the exception of automobile insurance, the PRRD shall be an additional insured under the Insurance. If there is a significant change in the insurance, the PRRD will be notified immediately of such changes.

2.11.2 The PRRD may, at its cost, maintain additional insurance in respect of the Facilities if it wishes.

2.11.3 The PRRD shall be responsible for securing its own insurance for any operations with which it is involved or which are Excluded Services that are not the subject of this Agreement. The PRRD acknowledges that it will have no recourse under the Service Provider's policies of insurance for any such operations.

2.11.4 In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.

2.11.5 The Service Provider must have all insurance reviewed and approved by the PRRD, prior to December 1st of each year of the Initial Term of the Agreement.

2.12 Representation and Warranties of the Service Provider

The Service Provider represents and warrants to the PRRD that the following are true and correct:

2.12.1 That it has full power and authority and has taken all necessary steps to enter into and perform its obligations under this Agreement; and

2.12.2 That its staff is trained, certified and capable of carrying out the terms of this Agreement.

2.13 Public Relations

The Service Provider shall provide a high degree of customer service to users of the Facilities. The Service Provider shall develop and follow a public relations plan to the satisfaction of the PRRD which includes but is not limited to: a public inquiry and complaints procedure, employee customer care training, and customer satisfaction tracking.

SECTION 3 RESPONSIBILITIES OF THE PRRD

3.1 Representations and Warranties of the PRRD

The PRRD represents and warrants to the Service Provider that the following are true and correct:

3.1.1 The PRRD has full power and authority to enter into and perform its obligations under this Agreement,

3.1.2 The PRRD has passed all necessary by-laws and has obtained all necessary authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, including without limitation, any authorization. The following are included in the attached schedules:

- Sewage Haulers Agreement, November 2015 (Schedule K);
- Charlie Lake Domestic Sewage Receiving Fees & Charges Bylaw No. 2179, 2014 (Schedule L);
- Charlie Lake Sewage Regulation Bylaw No. 835, 1993 (Schedule M)
- Draft Operational Certificate #12810 (Schedule I)

3.1.3 As owner of the Facilities, the PRRD is fully aware of its responsibilities and obligations and, as part of its due diligence in operating the Facilities, has selected the Service Provider as operator to provide the Services.

3.1.4 As the owner of the Facilities, the PRRD is aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Provincial and Federal Laws and PRRD bylaws.

3.1.5 The PRRD warrants that it is unaware of any Pre-existing Conditions at the Facilities which would affect the Service Provider's ability to operate the facilities in compliance with the terms of this Agreement and Applicable Laws other than those listed in Schedule F. The PRRD acknowledges and agrees that the PRRD shall be responsible for addressing such Pre-existing Conditions.

3.1.6 The PRRD is not aware of the presence of any toxic or hazardous substances as described or defined by any applicable statute, regulation or law, at the Facilities. The PRRD acknowledges and agrees that it is responsible for dealing with toxic or hazardous substances (including but not limited to asbestos) in accordance with the regulations and to notify the Service Provider of the location of any toxic or hazardous substances in the Facilities.

3.2 **Covenants of the PRRD**

The PRRD hereby covenants for the benefit of the Service Provider:

3.2.1 The PRRD agrees to promptly provide the Service Provider with any additional information relating to the Facilities which could have a bearing on the provision of services; however, the Service Provider has completed its due diligence and is satisfied it has the information available from the PRRD at the date of the execution of this agreement;

3.2.2 The PRRD agrees to promptly pay all amounts owing to the Service Provider under this Agreement as they become due, including any interest charges on late payments.

3.2.3 The PRRD agrees to commit the necessary resources which, in the view of the

PRRD, are needed to appropriately address and comply with any such reports, design and record drawings, Authorizations, Notices and Orders.

SECTION 4 TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

4.1 Initial Term of Agreement

This Agreement shall start on the Effective Date and shall continue in effect for an initial term of five (5) years, ending on November 30, 2020 (the "Initial Term").

4.2 Annual Price of Services over the Contract Term

4.2.1 Subject to any adjustments made pursuant to other provisions of this Agreement, the PRRD shall pay the Service Provider a price for the Services for each year of the Initial Term not greater than the following amounts (the "Annual Price") as outlined in Schedule G:

4.2.1.1 Part A – Annual Lump Sum Fee as outlined in Schedule G will be paid by the PRRD to the Service Provider in 12 equal monthly payments.

4.2.1.2 Part B – Non Routine Maintenance Costs will be paid monthly by the PRRD to the Service Provider based on invoiced price of Services based on actual units of work performed at established unit costs plus any additional costs as outlined in Schedule G. All Non-Routine Maintenance Costs shall be invoiced to the PRRD separately to the Services provided under Part A in 4.2.1.1. Invoices shall be accompanied by supporting documentation outlining any material, equipment, and sub-contractor costs, labour hours, dates, and times and reasons for Non-Routine Maintenance Costs before payment may be made.

4.2.2 The Service Provider shall submit an expenditure request to the PRRD for all non-routine maintenance services, other than emergency and afterhours call-outs, in advance of conducting any work to ensure such maintenance is properly approved. If delay in any such repair, replacement or renewal of equipment would immediately compromise the applicable regulatory authorizations, the General Manager of Environmental Services must be consulted prior to any work being performed and an expenditure request must be submitted within seventy-two (72) hours of approved repairs being completed. Where applicable, costs for repairs and/or parts and materials by competitive quotations in accordance with the PRRD's purchasing policy will be obtained by the Service Provider and provided to the PRRD prior to consultation and approval.

4.3 Renewal

4.3.1 At least six (6) calendar months before the expiry of the Initial Term or any Renewal Term, either party may notify the other in writing whether it wishes to renew or terminate this Agreement at the end of the Initial Term or any Renewal Term.

4.3.2 The Annual Price of Services for any renewal period will be agreed upon between the PRRD and the Service Provider and, failing a satisfactory agreement between the Parties for a Renewal Term, this agreement shall be terminated at the end of the last day of the Initial Term or any Renewal Term

4.4 Termination

4.4.1 During the Initial Term or any Renewal Term, this Agreement may be terminated by either the PRRD or the Service Provider ("Termination for Cause") if:

4.4.1.1 There has been a material breach of the Agreement;

4.4.1.2 The party complaining of the breach has been given written notice of the breach to the other party; and

4.4.1.3 The other party does not correct the breach within seven days of receiving the notice.

4.4.2 Early Termination

4.4.2.1 If there has been Termination for Cause, the terminating party shall be paid its actual costs up to the date of termination. Such costs may include, on the part of the PRRD, the cost of re-tendering or hiring a replacement and temporary operator until a permanent operator can be retained. The PRRD may (i) deduct from any payment then or thereafter due to the Service Provider; or (ii) draw on the Performance Security; the full amount incurred as a result of the breach, and in the event there is any shortfall such amount will be immediately due and owing.

4.4.2.2 Where there is a material breach and (i) such material breach has not been corrected within the time set out in Paragraph 4.4.1.3 above; (ii) the material breach has not been referred to mediation pursuant to Section 5 of this Agreement; or (iii) the Parties have not otherwise agreed in writing, then the complaining party may terminate this Agreement by giving at least thirty (30) days' notice in writing to the other Party.

4.4.2.3 If either Party disputes the existence of the breach or if the breach is material, the dispute may be referred to mediation under Section 5 of this Agreement.

4.4.3 Final Settlement

If the Service Provider ceases to operate and maintain the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses reasonably incurred by the Service Provider and amounts owing by or to the PRRD under this Agreement no later than ninety days after the Service Provider ceases to provide the Services.

4.5 Items not included in the Annual Price of Services

The Annual Price covers all costs associated with the outlined Services, but does not cover items or matters that are outside the scope of the Services, and without restricting the generality of the foregoing, does not include the following:

4.5.1 Any charges resulting from changes to Services required by changes to Applicable Law;

- 4.5.2 Any charges resulting from the Service Provider having to address an emergency situation beyond those costs outlined in Schedule G, and, without limiting the generality of the foregoing, such charges resulting from those situations addressed in Section 2.2.2 of this Agreement;
- 4.5.3 The cost of hydro, natural gas, propane, diesel and/or other utilities not outlined as part of the Services in Schedule B have been provided in this contract as being paid by the PRRD.
- 4.6 Capital Improvements and Expenditures
- 4.6.1 As the owner of the Facilities, the PRRD can make capital improvements to the Facilities at its own initiative and sole discretion. The Service Provider will be obliged as part of the Services to assist the PRRD, their consultants, or contractors in any capital improvements by providing advice from an operational, maintenance and practical operating perspective.
- 4.6.2 "Capital Asset Expenditures" means the purchase price of the capital item as well as the Service Provider's pre-approved labour costs and permitted expenses incurred in the preparation, purchase, installation and commissioning for all approved capital items in relation to the Facilities, including:
- Any identified upgrades or capital additions to the Facilities;
 - The purchase and installation of computer hardware, software, SCADA and programming;
 - Generators and new electrical system components;
 - Certifications, licenses and permits purchased for, owned by and registered in the name of the PRRD alone.
- 4.6.2 No later than November 30th of each year that this Agreement is in force, or on a date the Parties may agree to in writing, the Service Provider will submit for approval of the PRRD a recommended list of capital improvements and associated cost estimates for Capital Asset Expenditures, if requested, for the next calendar year. The PRRD may, at its sole discretion, retain the services of an external expert or consultant to offer an objective review and critique of the Service Provider's recommended list of capital improvements.
- 4.6.3 The PRRD reserves the right to engage an external consultant, expert or contractor to complete any aspect of a capital improvement as deemed necessary. This includes the completion of any preliminary studies and reports, capital cost estimating, design and construction.
- 4.6.4 If requested by the PRRD, the Service Provider shall provide a quotation for a capital improvement through a competitive quotation process undertaken by the Service Provider, which shall be in accordance with the PRRD purchasing policy as outlined in Schedule N. Based on a review of the results of this quotation, the PRRD's written approval authorizes the Service Provider to proceed to incur the Capital Asset Expenditure costs included in the approved quotation (the "Approved

Capital Asset Expenditure"). No capital item 'mark-up' will be permitted under this agreement, although the Service Provider is compensated for time and expenditures hours spent on the approved expenditure that are outside of the scope of the Services for routine or non-routine Services as outlined in this Agreement.

4.7 Interest of Late Payments

The PRRD shall pay the Service Provider within 30 days upon presentation of the monthly invoice; a simple interest at a maximum rate of interest of 1.0% per month shall be paid on all overdue accounts.

4.8 Partial Payment if Disputed Invoices

If the PRRD disputes any portion of an invoice, the PRRD shall pay to the Service Provider the undisputed portion of the invoice by the due date. If any additional amount is finally determined to be payable to the Service provider, the PRRD shall pay the Service Provider the additional amount, plus interest as provided in Paragraph 4.7, above, within ten (10) days from the date of final determination.

4.9 Transfer of Operations

Upon Termination of this Services Agreement, the Service Provider will, within a 30 day period, return the following documents, complete and unabridged, to the PRRD: log books for each of the Facility documenting (1) all ongoing operations information;(2) documentation on the maintenance activities conducted at the Facilities; (3) annual Capital Asset reviews and recommendations to the PRRD; (4) Original Operations manual(s) that were provided by the PRRD to the Service Provider at the commencement of services. The cost of any external operational audits and investigations as deemed necessary by the PRRD shall be paid by the PRRD.

SECTION 5 DISPUTE RESOLUTION

5.1 Mediation

5.1.1 If a dispute arises between the PRRD and the Service Provider which cannot be resolved within a reasonable time, the issue shall be referred to a mediator acceptable to both Parties.

5.1.2 The fees and expenses of the mediator will be divided equally between the Parties.

5.2 Arbitration

Where a dispute between the Parties arising out of this agreement or in relation thereto has not been resolved in the manner set forth in Article 5.1, the subject matter of the dispute shall be submitted to arbitration in accordance with the Arbitration act.

The decision of the arbitrator shall be final, enforceable and without appeal and shall bind the Parties to the proceedings. The fees and expenses of the arbitration will be divided equally between the Parties.

SECTION 6 EXISTING CONDITIONS AND INVENTORY

6.1 Repair State of Equipment and Inventory Count of Consumable Supplies

6.1.1 The Service Provider and the PRRD will conduct an inventory count of equipment, consumables and supplies at the Facilities and review the initial conditions of the Facilities on the first day or as soon as the Parties may agree of the Initial Term. On termination of this Agreement, the Service Provider shall:

6.1.1.1 Ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term;

6.1.1.2 Ensure that there is the same amount of equipment at the Facilities on the date of termination as there was on the first day of the Initial Term, and that the level of wear and tear on the equipment is reasonable given the amount of use the equipment had undergone at the hands of a competent operator;

6.1.2 Or, in the event that Articles 6.1.1.1 and/or 6.1.1.2 have not been met that the Service Provider reimburses the PRRD for any shortfall. If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the PRRD will either reimburse the Service Provider for any excess or the Service Provider will take possession of any excess, as the Service Provider may determine.

SECTION 7 INNOVATIONS

7.1 Innovations

The Service Provider is encouraged to work with the PRRD to propose innovations aimed at reducing the cost of water services. The PRRD shall, at its sole discretion determine whether such innovations are acceptable.

SECTION 8 GENERAL TERMS OF AGREEMENT

8.1 Ownership of Technology

The PRRD acknowledges and agrees that in providing the Services, the Service Provider may utilize certain technology developed by or for the Service Provider, whether existing now or in the future, including but not limited to technology such as computer-based external monitoring hardware and software. The PRRD further agrees that the use of the Technology at the Facilities does not in any way give the PRRD any ownership rights in or intellectual Property Rights to the Technology.

The Service Provider acknowledges and agrees that in providing Services that include the utilization of certain technologies developed by or for the Service Provider, whether existing now or in the future, including but not limited to

technology such as computer-based external monitoring hardware and software; that the Service Provider will pro-actively disclose the use of such technology to the PRRD; and that all reports and facility-related data are the property of the PRRD as are to be provided without cost to the PRRD when requested by the PRRD.

8.2 Agreement to Govern

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

8.3 Headings

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

8.4 Amendments and Waivers

No amendments to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. All amendments shall be attached to this Agreement as a Schedule. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

8.5 Successors and Assignment

The Service Provider will not assign this Agreement, or any portion of this Agreement, without the express written consent from the PRRD, which consent the PRRD may, in its absolute discretion, withhold.

8.6 Survival

All representations, warranties, and indemnities given by each of the parties, shall survive indefinitely the termination of this Agreement.

8.8 Severability

If any covenant, obligation or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions or the application of each provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable.

8.9 Notices

8.9.1 Any notice or other communication required or permitted to be given to hereunder by either party to this Agreement shall be in writing and shall be delivered in person, transmitted by fax or sent by registered mail, addressed as followed:

Care of the PRRD:

General Manager of Environmental Services
Peace River Regional District
Box 810, 1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

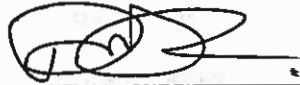
Care of the Service Provider:

Aquatech Canadian Water Services Inc.
101 boulevard Roland-Therrien
Longueuil, QB J4H 4B9

- 8.9.2 If delivered in person or transmitted by fax, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day).
- 8.9.3 If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days afterwards a labour dispute or other events occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by fax as provided in Section 8.9.2 above.
- 8.9.4 Any communication pursuant to Section 2.2.2 shall be deemed to have been given only following direct communication with the General Manager of Environmental Services or their delegated PRRD employee.
- 8.9.5 A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.
- 8.10 Counterparts
- This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
- 8.11 Taxes
- All prices stipulated herein are subject to applicable taxes.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this 11 day of
JANUARY, 2016.

PEACE RIVER REGIONAL DISTRICT

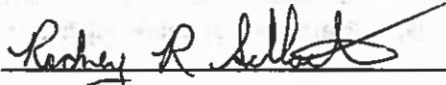


Chair



(Authorized Signing Officer) *CAO*

AQUATECH CANADIAN WATER SERVICES INC.



(Authorized Signing Officer)

Schedule A - The Facilities

The Charlie Lake sewer system consists of six major components. A system overview map, Collection System overview map, and Charlie Lake service area map can be found in Schedule J for reference. Details related to each of the six component are included below:

Collection System

The Charlie Lake sewer collection system consists of a network of pumps and piping that collects sewage from approximately 400 houses and businesses. Constructed in 1991, the system was originally developed to service an existing developed area with the main focus being to address serious sewerage and environmental issues in the area and along the lake.

The existing collection sewer system is a Septic Tank Effluent Pump (STEP) collection system in which small individually owned pumps from individual services pump septic tank effluent into the collection force mains which operate under pressure. The individual pumps and septic tanks are located on private property and are the responsibility of each individual property owner. The sanitary collection system is comprised of approximately 22 km of collection force mains that collect flow from the service connections and direct it to a central PRRD owned lift station.

Based on the record drawings, each serviced lot contains a two-compartment septic tank: one side to settle out the solids and retain floatables and the other, the pump chamber, to house a pump. Sewage drains from the house by gravity to the first compartment with the effluent overflowing to the second compartment. A pump in the second compartment pumps the effluent to the collection force main. The pressure applied by the individual pumps transports the effluent to the PRRD operated main lift station, located adjacent to the Charlie Lake Elementary School, which pumps the effluent to the sewage treatment plant for final treatment and subsequent discharge to the Peace River. As a result of the STEP system, the wastewater entering the community collection and treatment system is generally weaker than typical sanitary sewage, with less solids. Most commercial connections are similar to the residential connections noted above, although perhaps with larger septic tanks and effluent pumps. The one exception is the Shady Acres Mobile Home Park where the sewage is directed to a small lagoon, with the effluent from the lagoon pumped by a private pump into the Charlie Lake Collection System.

During the past decade, Charlie Lake has seen considerable development and pressure to expand the service area of the wastewater system. This has come from individual lots within the existing service area, and also from development proposals for land adjacent to the existing serviced area. All of these development proposals ultimately will want to connect into the sewage system and due to this pressure, the PRRD completed a flow monitoring study to get a better understanding of the areas of the system where upgrades would be required to accommodate future development. In 2014, the PRRD completed significant upgrades to the collection system and lift station. These upgrades provide considerable capacity within the collection system to permit development and system expansion.

The PRRD has recently received notification from the Environmental Operators Certification Program (EOCP) that the Charlie Lake collection system has been classified as a Class II wastewater collection system. Refer to Schedule H for copies of certificates.

Lift Station and Forcemain

The main lift station located adjacent to the Charlie Lake School receives effluent from the collection force mains and pumps the effluent through a 2.4 kilometre forcemain to the lagoons for treatment. The current lift station has two pumps that were upgraded in 2014. There is a backup diesel generator able to operate the station during emergency conditions in the event of a power outage. Current flows from the collection system average over 300 m³/day. Max month flows are nearly 700 m³/day and peak daily flows can exceed 1250 m³/day during spring melts and heavy rainfalls.

Collection System Monitoring Stations

In 2008, the PRRD began investigating the capacity of the collection system and excessive flows during spring freshet or large rainfall events. Eight monitoring stations were installed throughout the collection system. Each monitoring station consists of a Siemens Ultrasonic Flowmeters - SITRANS FUS1010 clamp- on flow meter installed in a manhole. Radio communication equipment is used to send the flow data to a computer at the main lift station. These flow meters utilize ultrasonic waves for flow measurement and need to be recalibrated on a regular basis. There is one additional flow meter located at the main lift station

Treatment System

A study completed by the PRRD also identified the need to upgrade the treatment plant serving the Charlie Lake sewer system. In the summer of 2015, the PRRD began an upgrade to the treatment system. Prior to the upgrade, the treatment system consisted of three lagoons. These facultative lagoons treated the effluent by natural aeration. The upgrades will result in the construction of two aerated complete mix tanks, two aerated lagoons and a trucked waste facility complete with a centrifuge system for solids dewatering. It is expected these upgrades will accommodate 20 years of growth within the existing Charlie Lake Collection System. Combined flows from both the trucked waste facility and Charlie Lake Collection System are projected to increase over time from the current average of 500 m³/day to over 900 m³/day.

The PRRD has recently received notification from the Environmental Operators Certification Program (EOCP) that the Charlie Lake wastewater treatment system has been classified as a Class II wastewater collection system.

The PRRD previously operated the treatment system following the requirements of their Liquid Waste Management Plan (LWMP) and Operating Certificate. Until recently, it was intended to simply amend the Operating Certificate to the draft attached in Schedule I. As of January 2016, the PRRD will be working with the BC Ministry of Environment to cancel the existing LWMP and transfer the Operating Certificate amendment to a registration under the Municipal Wastewater Regulation (MWR).

Trucked Waste and Receiving Facility

This facility will receive trucked waste from the Charlie Lake community and the surrounding area, including work camps. Therefore, the incoming trucked waste will consist of both septage from septic tanks and the domestic liquid waste from holding tanks. All incoming trucked waste must be of domestic origin. No industrial trucked waste will be accepted other than work camp sewage. The trucked waste facility will consist of an anaerobic lagoon, a facultative lagoon and a centrifuge for solids removal and dewatering. The incoming trucked waste will be screened and diverted to the anaerobic lagoon, with a periodic decant to the facultative lagoon. The liquid from the facultative lagoon will be blended with incoming sewage from the collection system for further treatment in the complete mix cells and aerated lagoons. The solids which will accumulate in the anaerobic lagoon will periodically be mixed and pumped to the centrifuge for dewatering. The centrate will be returned back to the lagoons for treatment and the dewatered solids will be hauled off-site for management elsewhere. As this facility is intended only to receive and treat domestic trucked waste, operational checks will need to be in place to ensure that no industrial trucked waste is received. Unlike the centralized sewer customers, users of the trucked waste facility will be billed based on usage. Tracking of usage will need to be documented for the PRRD to prepare and issue the invoices accordingly. Current trucked waste flows received average approximately 200 m³/day with max day flows of over 400 m³/day.

Disposal System

The Charlie Lake sewer system currently discharges seasonally between July and October annually to the Peace River located approximately 3.2 kilometres south of the treatment system. With the completion of the treatment system upgrades, the wastewater system will move to a year round discharge. The existing outfall line was constructed with approximately 1 metre of cover due to its seasonal use. As a result, freezing during the winter months is a concern. In November 2015 a glycol heat tracing system and frost gauge was installed along approximately 100 metres of the outfall line near the river's edge. This system will aid in ensuring freezing does not occur with the fluctuating river levels. It is intended to use this system prior to batch discharge from the treatment system at various times during the winter months to ensure the outfall line does not freeze. As a result, this system will need to be monitored regularly and fueled with propane regularly while under operation.

Schedule B – The Services

1 TYPES OF SERVICES REQUIRED

The scope of services required from the Service Provider has been separated into two types: routine and non-routine services.

1.1 Routine Services

Routine services include the overall operations and maintenance of the entire Charlie Lake wastewater system. The detailed specifications below outline the expected operation and maintenance requirements, but the list is not exhaustive, and the Service Provider is responsible to ensure appropriate operation and maintenance of the entire Charlie Lake wastewater system (collection, lift station and forcemain, treatment, trucked waste, and disposal system) and perform the duties required to achieve this. The annual lump sum fee is to include all of these services, except where specific exclusions are noted.

1.2 Non-Routine Services

In addition to these services, the Peace River Regional District (PRRD) may require the Service Provider to supply non-routine additional maintenance services from time to time on a unit rate basis. There are no minimum or maximum quantities for non-routine services. Non-routine services will be requested by the PRRD at the PRRD's sole discretion. These services may include but not be limited to:

- Breakdown Maintenance as defined below. The Service Provider shall submit an expenditure request to the PRRD for all Breakdown Maintenance items in advance of conducting any work to ensure such maintenance is properly approved. If delay in any such repair, replacement or renewal of equipment would immediately compromise the applicable regulatory authorizations, the General Manager of Environmental Services must be consulted prior to any work being performed and an expenditure request must be submitted within seventy- two (72) hours of approved repairs being completed. Where applicable, costs for repairs and/or parts and materials by competitive quotations will be obtained by the Service Provider and supplied to the PRRD prior to consultation and approval;
- Emergency call-outs to investigate system issues outside of regular Operating Hours;
- Afterhours call-outs for trucked waste loads during winter months only; and
- Coordination of emergency repairs and work outside of regular Operating Hours.

2 GENERAL SPECIFICATIONS

2.1 Definitions

The specifications may reference the following terms which have the following meanings ascribed to them:

Equipment	Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and
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manually operated equipment. An inventory of PRRD owned equipment is to be provided by the Service Provider, to the PRRD, during the Transition period.

Materials and Supplies Includes, but is not limited to, office supplies, duplicating and photo supplies, medical supplies, cleaning chemicals, laboratory supplies, clothing, uniforms, cleaning, personal hygiene, janitorial and maintenance supplies and other materials and supplies.

Outside Services Includes, but is not limited to, equipment rentals, temporary and/or part time help, legal fees, registrations, telephone, internet, courier service, dues, subscriptions postage and freight charges, advertising, printing and binding, insurance and other professional services.

Routine Maintenance Maintenance and care of all facilities including all cleaning/janitorial, equipment and infrastructure adjustments, lubrication, repairs and painting to preserve the condition and appearance of all facilities and infrastructure.

Preventative Maintenance Regularly scheduled and follow-up maintenance activities, as recommended by equipment manufacturers or using best practices, including routine inspections, warranty maintenance activities, and calibration. This maintenance should also include lubricants, testing, vibration analysis, motor winding, other electrical equipment testing and load testing, including all MCC panels and emergency standby generators.

Routine and Preventive Maintenance costs are the Service Provider's responsibility and the cost of labour, services, materials, supplies and replacement parts including lubricants, filters, belts and all other consumable materials are part of the routine Services.

Breakdown Maintenance Breakdown maintenance is defined as repair, replacement or renewal of equipment or other capital items that have failed or when failure is deemed to be imminent.

2.2 General Description of Services

Provider will supply trained and certified operators, all other personnel, materials, parts, equipment, supplies and services necessary to properly operate and maintain the Charlie Lake wastewater system so as to:

- Comply with all applicable legislation and directives from BC's MOE, Environment Canada and all other governing ministries and agencies.
- Maintain the infrastructure, high efficiency operations, long-term reliability and preservation of capital investment;
- Provide adequate insurance coverage for the scope of work

- Have in place adequate contingency and emergency plans acceptable to the PRRD and a Workplace Safety Program that meets provincial standards;
- Manage all human resource functions and personnel services such as payroll, recruitment, termination and employee relations. The Service Provider will be responsible for their own personnel services including, but not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.
- Provide operator coverage with appropriate operator qualification (Class II operators required for both the collection system and wastewater treatment system) under the Environmental Operators Certification Program (EOCP).
- The trucked waste facility will be manned during hours of operation from Monday to Saturday, 8am to 8pm. Qualified operator coverage combined with any other personnel as necessary is to be provided during these hours of operation. Physical inspections and monitoring as may be required to properly operate and maintain the system is to be provided on Sundays and holidays. The PRRD may adjust Operating Hours as necessary, the Service Provider will be notified of these changes with as much advance notice as possible.
- Provide a public phone number to receive and answer public calls related to the facilities during regular hours of operation. Provide an afterhour's answering service for public calls related to system emergencies. Provide any required phone and internet services at the facilities.
- Provide for 24-hour 7-day per week on-call emergency coverage at the facilities. Trucked waste after hours call outs will be limited to winter months only.
- Coordinate emergency repairs to all aspects of the system, including collection system located within public or Regional District rights of way.

2.3 Standard Operating Procedures

Standard Operating Procedures (SOP) will need to be developed and submitted within 6 months of the start of the Initial Term. The purpose of the SOP's is to allow anyone to pick up the document and work through issues and problems to ensure that all components of the Charlie Lake wastewater system are operated consistently and to a high standard. The procedures also needs to cover standard daily actions and actions needed in the event of problems. The SOP's shall describe, in detail, the specific services to be provided by the Service Provider to the PRRD. These shall include any additions or specific exclusions the Service Provider may feel are necessary. Any specific changes that are proposed to the current operating procedures employed by the PRRD in connection with its operation of the facilities should be described with a rationale for their inclusion. The SOP's will need to reviewed and updated as required – on an annual basis at a minimum.

The SOP's shall also include the following:

2.3.1 Maintenance Overview

The Service Provider shall provide the PRRD with full documentation validating that the appropriate maintenance procedures are being performed on all District-owned equipment in accordance with manufacturers' recommendations and best practices. The documentation should indicate the defined service intervals and a description of the service activities in sufficient detail to satisfy the interest of the PRRD. Such a maintenance program must include documentation of maintenance and include a spare parts inventory. The maintenance program needs to consider all of the following maintenance categories: routine maintenance, preventative maintenance, and breakdown maintenance.

2.3.2 Emergency Plan

The Service Provider is required to prepare and provide an Emergency Plan to the PRRD for approval. When measures are required due to systems failure, the Service Provider is responsible to ensure all necessary actions are performed including those specified in the Emergency Plan.

2.3.3 Warranties

The Service Provider must monitor and enforce all equipment warranties, and perform all activities in accordance with manufacturer recommendations to preserve such warranties both those in effect on the date of the execution of the Services Agreement and those for new equipment purchased during the term of the Services Agreement. The SOP's shall include a complete and detailed schedule of all routine and preventive maintenance activities. Threshold values for preventive maintenance testing along with appropriate justification shall also be provided to the PRRD for approval. Upon approval by the PRRD, the Service Provider shall diligently perform maintenance according to such a schedule.

Notwithstanding the above time frame, the Service Provider will perform all the necessary maintenance at the facilities as per regulations or established industry standards and best practices from the effective date of the Agreement.

2.4 Detailed Performance Specifications

The following is a list of the detailed performance specifications that are outlined in detail on the subsequent pages:

- General Site Works
- Collection System
- Treatment System
- Trucked Waste Receiving Facility
- Disposal System
- Monitoring & Reporting

GENERAL SITE WORKS

There are three system components – the Lift Station, Treatment System and Trucked Waste Receiving Facility (TWRF) which will require general site works, including road maintenance, vegetation control and landscaping. This specification outlines the requirements for these sites.

Objective

The objective of this specification is to establish the requirements for site works at the above identified PRRD facilities. All site works are intended to maintain access and the appearance of facilities.

General Performance Specifications

The Service Provider must:

1. Maintain gravel accesses to all components of the facilities year-round for trucked waste haulers, system operators, and PRRD staff; and
2. Control vegetation to maintain safety and appearance.

Detailed Performance Specifications

Road Maintenance

Road maintenance includes the Lift Station access and parking area, entrance to TWRF, and access areas throughout the Treatment System (including berms as applicable). It does not include the Ministry of Transportation's (MoT) 273 Road. The Service Provider may engage a sub-contractor to complete road maintenance (at their own cost). The PRRD will be responsible for material and hauling costs for any gravel required for road maintenance as noted below.

The 273 Road is subject to spring road bans. The PRRD coordinates road ban exemptions with MoT for trucked waste haulers. The Service Provider will be responsible for circulating the exemption forms to individual haulers during the road ban period each spring.

- *Winter*

All access areas shall be maintained during winter periods for access.

The access road to the TWRF shall be plowed as required during and after snowfall events such that access to the facility is not impeded during Operating Hours. All other access roads which are the responsibility of the Service Provider shall be cleared as required to maintain reasonable access for regular operations and monitoring. The Service Provider shall place gravel and/or de-icing agents as required to prevent icy conditions for the TWRF access and pedestrian traffic areas in order to ensure the safety of all vehicles, employees, and visitors.

- *Summer*

All access areas shall be maintained during summer periods for access.

The Service Provider shall:

1. Grade the access roads as required to ensure the road is passable and smooth for all size vehicles;
2. Place gravel as required if roads become rutted or muddy; and
3. Provide dust control on all access roads.

Landscaping & Miscellaneous Site Maintenance

The Service Provider shall:

1. Regularly mow grass and vegetation at the lift station site, treatment site and TWRF. Remove any new tree growth along the TWRF power supply line alignment (along the north side of the TWRF access);
2. Annually mow grass and vegetation on all of the berms at treatment site (including facultative cell and aerated cells);
3. Clear snow from gate entrances, sidewalks, and doorways to buildings;
4. Ensure all security gates can open and close freely; and
5. Ensuring culverts are free-flowing to achieve adequate drainage.

COLLECTION SYSTEM

The Charlie Lake sewer collection system includes the following major items:

- a network of collection forcemains and appurtenances;
- services within the public right of way;
- collection system monitoring stations;
- lift station; and
- forcemain from the lift station to the treatment system.

The individual pumps, septic tanks, and service connections and shut off valves up to property line are located on private property and are the responsibility of individual property owners to operate and maintain.

The service area for the Charlie Lake Sewer System, as defined through the recent Sanitary Sewer DCC program, is outlined in the "Sewer System DCC Planning and Service Area" figure in Schedule J. It is expected that additional services and forcemains will be added over time within this service area.

The PRRD has recently received notification from the Environmental Operators Certification Program (EOCP) that the Charlie Lake collection system has been classified as a Class II wastewater collection system. Refer to Schedule H for copies of certificates.

Objective

The objective of this specification is to establish efforts required to ensure the conveyance of effluent from individual homes through a pressure collection system, to the lift station, and finally to the treatment system while protecting the health and safety of residents and the environment. To ensure the safe and efficient movement of effluent, the Service Provider shall utilize and deploy those resources that are required to comply with this specification.

General Performance Specifications

The Service Provider shall:

1. Monitor all aspects of the collection system;
2. Ensure the health and safety of people and the environment by preventing and minimizing the effect of sewage spills to the environment;
3. Mobilize and prepare staff effectively; and
4. Receive calls from the public during regular Operating Hours, provide afterhours answering service for calls from the public and provide 24 hour on-call services for emergencies associated with the collection system.

Detailed Performance Specifications

Private STEP systems and Service Connections

The Service Provider shall:

1. Inspect all new connections to the sanitary sewer system, including on-site works for private properties to ensure they are in compliance with the PRRD regulations and bylaws. The PRRD will process any applications for new connections and notify the Service Provider when applications are approved so that the Service Provider can coordinate any required inspections;
2. Direct all inquiries and applications regarding new connections to the PRRD;
3. Provide 24 hour/7 days a week, after hours emergency call-out services to investigate causes of sewer backups or emergencies. The Service Provider is responsible for coordinating with the homeowner to shut off curb stops and help troubleshoot issues. The homeowner will then be responsible for coordinating and completing any required maintenance or repairs. Emergency call-outs are considered part of the non-routine costs; and
4. During regular operation hours, respond to calls to operate service curb stops. After hours operations will only be allowed for emergencies and will constitute an emergency call out as outlined above.

Collection System Mains

The Service Provider shall:

1. Locate and exercise forcemain valves (see as-built drawings in Reference Material);
2. Annually inspect the air release valves to verify operation and that valve is not leaking fluid;
3. Provide 24 hour/7 days week, after hours emergency call-out services to investigate causes of sewer backups or emergencies. Emergency call-outs are considered part of the non-routine costs; and
4. Respond to requests to operate system valves as required for maintenance or construction purposes on the collection system mains during regular operation hours.

Collection System Monitoring Stations

The Service Provider shall:

1. Inspect manholes for flow monitoring stations every three months including:
 - a. Removing manhole lid and inspecting for debris, water leakage, and blockages;
 - b. Ensure area around manhole remains free of vegetation;
2. Inspect flow meter chamber and flow meter at the lift station every three months including:
 - a. Remove manhole lid and inspect for debris and blockages;
 - b. Ensure area around manhole remains free of vegetation;
 - c. Ensure sump is operational;
3. Calibrate monitoring stations as required to maintain accurate data collection;
4. Provide flow data to the PRRD on a monthly basis at minimum, and when requested by the PRRD or their consultants; and
5. Identify potential capital repairs or changes required.

Lift Station and Forcemain

The Service Provider shall:

1. Provide 24 hour/7 days a week, after hours emergency call-out services to investigate and resolve any lift station alarms. Emergency call-outs are considered part of the non-routine costs;
2. Perform the following daily tasks:
 - a. Review computer system outputs, noting the pump hours and flows;
 - b. Inspect the VFD's as per the Lift Station O&M manual;
3. Perform the following weekly tasks:
 - a. Visually inspect the lift station surroundings and components including each piece of equipment and interior of the wet well chamber;
 - b. Ensure all cooling fans are functional when drive is operating;
4. Perform the following monthly tasks:
 - a. Inspect outdoor lift station LED light;
 - b. Inspect and ensure level regulator is operational;
5. Perform the following annual tasks:
 - a. Wash the interior of the wet well with a pressure washer and rinse with "Grease D Solve Plus"
 - b. Lift the pumps out of the wet well and inspect and perform maintenance tasks outlined in the "Operation and Maintenance Manual".
 - c. Inspect VFD's as per VFD manual;
 - d. Visually inspect the following items for corrosion and any identifiable issues:
 - i. Cable Hook
 - ii. Lifting chain, connector, master link and chin hook
 - iii. Upper guide rails holder for 3" guide rails
 - iv. Check valve
 - v. Callcentric valves
 - vi. Horizontal level regulator hanger
 - vii. Sway control rings
 - viii. A.R.I. Air combination Valve
 - ix. Safety hatch
6. At minimum, inspect the electrical components every four months;
7. Replace pump zinc anodes as required;
8. Inspect the flush valve every three years;
9. Regularly maintain the plug valves; and
10. Keep the building neat and tidy.

TREATMENT SYSTEM

The treatment system is located about 2.5 km south of Charlie Lake. Upon completion of construction in 2015, it will include the following main components:

- Two concrete complete mixed tanks with aeration;
- Two aerated lagoons; and
- A blower building with five blowers for aeration.

The construction drawings for the Treatment System are included in the Reference Material. Combined average flows from both the TWRP and Charlie Lake Collection System are projected to increase over time from the current average of 500 m³/day to over 900 m³/day. Daily and peak flows during rainfall and melt events can fluctuate significantly from these average flows. The Operational Certificate permits the facility to release up to 3000 m³/d.

The PRRD will be transferring the draft Operational Certificate to a registration under the Municipal Wastewater Regulation (MWR) in 2016. Until the registration is complete, the requirements of the Operational Certificate will be followed.

The PRRD has recently received notification from the Environmental Operators Certification Program (EOCP) that the Charlie Lake wastewater treatment system has been classified as a Class II wastewater collection system. Refer to Schedule H for copies of certificates.

Objective

To treat sewage entering the treatment system to a standard which is acceptable to release to the environment. The Service Provider shall ensure the system is operating as per design in order to meet the discharge requirements set out in the Operational Certificate.

General Performance Specifications

The Service Provider must:

1. Operate the aeration system to provide adequate treatment in both the aerated cells and complete mix tanks;
2. Ensure all components are functioning and maintained;
3. Discharge effluent while meeting all Operational Certificate requirements;
4. Maintain all buildings to existing or better standards including HVAC, electrical and general building conditions, ensuring good working condition; and
5. Identify and notify the PRRD of any defects in workmanship or warranty issues that may arise during the first year of operations of the new treatment system. There is a one year warranty period for the new treatment system for works by the PRRD's construction contractor.

Detailed Performance Specifications

Blower Building

The blower building is located between Cell #2 (Facultative Cell) and the complete mix tanks. The blower building contains two 15 hp blowers and three 30 hp blowers, one of which is a standby unit. The blowers supply air to both the aerated cells and complete mix tanks via stainless steel aeration piping.

The Service Provider must:

1. Maintain blowers as per manufacturer's recommendations;
2. Record run times and outlet pressures of each blower;
3. Test standby blowers;
4. Tighten belts on blowers as required;
5. Change oil on blowers as required;
6. Exercise valves; and
7. Maintain blower building HVAC system, electrical system, and overall building in good working condition.

Complete Mix Tanks

Two complete mix tanks receive all influent from the collection system and TWRP. Each tank, 1,270 m³, contains aeration equipment supplied by Environmental Dynamics Inc. (EDI). Air is supplied by two blowers located in the blower building.

The Service Provider must:

1. Observe weekly the bubble patterns at the surface. If one pattern become noticeably different, it may indicate membrane breakage; and
2. Check and maintain diffusers as per manufacturer's recommendations. This will require periodically draining the complete mix tanks for inspection and maintenance purposes.

Aerated Cells

These two cells (North Aerated Cell and South Aerated Cell) each contain an Environmental Dynamics Inc. (EDI) diffuser system to supply air to the cells.

The Service Provider must:

1. Observe weekly the bubble patterns at the surface. If one pattern becomes noticeably different, it may indicate membrane breakage; and
2. Check and maintain diffuser assemblies as per manufacturer's recommendations. This will require periodically (bi-annually) pulling up diffuser assemblies to inspect the condition of the diffusers, ensure they are sitting above the bottom of the cell and are in good working order.

Miscellaneous Components

The Service Provider is responsible for ensuring the complete operation of the entire system. The above and below requirements are a minimum and may not identify all tasks required. In addition to those specific tasks outlined above, the following must be completed.

The Service Provider must:

1. Ensure flow meter chambers are kept clean and operational;

2. Exercise valves;
3. Periodically remove all manhole covers to check conditions and operations inside;
4. Ensure the sump pump, for the foundation drains (complete mix tanks and blower building), is operational and maintained;
5. Add or remove stop logs in the outlet manholes and operate valves in order to maintain the pond level and effluent discharge, if required, in coordination with the PRRD;
6. Periodically check and record groundwater levels in groundwater monitoring well adjacent to the complete mix tanks; and
7. Observe all concrete structures (manholes, tanks, etc.) for corrosion.

Process Controls

The Blower Building will be integrated with process controls and electrical components to operate the blowers, facultative pump station, effluent flowmeter, and foundation drain sump. The Service Provider will be responsible to ensure all electrical components are maintained in order to perform as designed and constructed.

TRUCKED WASTE RECEIVING FACILITY (TWRF)

The trucked waste receiving facility (TWRF) is located at the same site at the treatment system. The TWRF includes the following major components associated with receiving and treating trucked waste:

- The trucked waste receiving facility building;
- Cell #1 (also known as the anaerobic cell);
- Cell #2 (also known as the facultative cell); and
- Facultative pump station and metering chamber.

Objective

The objectives of the TWRF operations are to provide pre-treatment of the trucked waste prior to the waste entering the treatment system by: screening out non-biodegradable material from the raw sewage and septage received, removing the inorganic material (primarily grit) from trucked waste, and removing solids from the trucked waste prior to the material entering the Treatment System. An additional objective includes enabling billing for the trucked waste quantities.

General Performance Specifications

The Service Provider must:

1. Ensure the TWRF is operated and maintained as per manufacturer's specifications in order to operate as designed and pre-treat the incoming trucked waste;
2. Provide personnel to operate the facility during set Operating Hours, and provide on-call services;
3. Provide the PRRD with data for usage billing to facility users;
4. Verify that trucked waste loads only contain domestic sewage; and
5. Identify and notify the PRRD of any defects in workmanship or warranty issues that may arise during the first year of operations of the TWRF. There is a one year warranty period for the TWRF for works by the PRRD's construction contractor.

The PRRD will be responsible for setting up accounts for any new trucked waste facility users and billing users.

Detailed Performance Specifications

General

In general, the Service Provider must provide personnel to properly operate and maintain the TWRF. The facility is currently under construction, and is estimated to be fully operational by December 1, 2015.

The Service Provider must:

1. Provide personnel to operate the facility from 8 am to 8 pm, Monday to Saturday (subject to change by PRRD as necessary);

2. Provide emergency, 24-hour afterhours, 7 day a week call-out service to the TWRF to respond to and address any system alarms (including for the treatment system).
3. Between October 15 and April 14 provide afterhours call-out service to the TWRF for emergency afterhours trucked waste loads. Quantities for afterhours loads must be tracked separately for billing purposes. Call-outs are to be charged as per the non-routine maintenance costs;
4. Provide usage data to the PRRD in a manner determined sufficient by both parties, on a monthly basis;
5. Receive, track and periodically verify manifests from trucked waste haulers that identify the source and contents of trucked waste loads;
6. Check loads for hydrocarbons using a portable hydrocarbon meter and turn away any trucked waste loads that do not contain domestic sewage. The receiving equipment automatically checks pH and conductivity;
7. Properly handle and coordinate disposal of TWRF process residuals including biosolids to the landfill; and
8. Properly handle and coordinate disposal of all in-organic debris, screenings, and materials from the TWRF.

Mechanical and Process Components

The following specifications outline some operational and maintenance requirements for mechanical and process equipment in the TWRF. This is not an exhaustive list, and all operation and maintenance requirements and SOP's shall be developed in conjunction with the operation and maintenance manual provided by the PRRD's construction contractor, manufacturer's recommendations, and any additional requirements to ensure the facility operates as intended.

- *Centrifuge*

The centrifuge installed is manufactured and supplied by Alfa Laval and is an ALDEC G2-45 model.

The Service Provider must:

1. Coordinate with Alfa Laval as required to verify and fine tune operations of the centrifuge for the initial solids dewatering cycle. The PRRD's contractors will be responsible for initial commissioning of the centrifuge prior to December 1, 2015, but solids will not be present in Cell #1 at this point to completely commission the centrifuge as intended;
2. Maintain all components supplied by Alfa Laval (including, but not limited to centrifuge, feed pump, macerator, Seepex polymer pump) as per manufacturer's recommendations;
3. Operate the centrifuge periodically to ensure the level of solids does not increase in Cell #1 to a level where solids flow into Cell #2;
4. Monitor and record centrifuge run times; and
5. Arrange for the dewatered solids bin to be removed and replaced as necessary.

- *Trucked Waste Receiving Equipment*

The trucked waste receiving equipment is manufactured and supplied by Claro and includes a receiving station, screen, billing software, and associated meters and valves.

The Service Provider must:

1. Operate and maintain equipment as per manufacturer's recommendations;
2. Monitor buildup of screenings on a regular basis to ensure proper operation; and

3. Arrange for screenings bin to be removed and replaced as necessary.

Facultative Pump Station

There is a facultative pump station located between the Blower Building and Complete Mix Tanks. The purpose of the facultative pump station is to convey flows from the facultative cell (Cell #2) to the complete mix tanks.

The Service Provider must:

1. Operate the pump station on a timer and optimize as necessary to maintain a one meter freeboard;
2. Maintain as per manufacturer's recommendations; and
3. Annually lift pumps up to perform maintenance and checks.

Cell #1 (Anaerobic Cell)

The objective of Cell #1 is to settle the solids from the trucked waste. Solids will be mixed, and put through the centrifuge to be dewatered. The liquid effluent will be decanted to Cell #2 (Facultative Cell) prior to being gravity fed to the facultative pump station. The decant to Cell #2 is controlled by a valve.

Cell #1 is approximately 30 m x 30 m and 4 m deep. The cell is constructed with an HDPE liner and 3:1 side slopes. There is a Tideflex mixing system used to mix the solids for dewatering by the centrifuge.

The Service Provider must:

1. Protect and visually inspect the HDPE liner to ensure no tears or leaks;
2. Maintain the Tideflex diffuser as per manufacturer's recommendations; and
3. Monitor the sludge level such that it does not enter Cell #2.

Miscellaneous Components

The Service Provider must:

1. Ensure sump pumps are maintained and operated as per manufacturer's recommendation;
2. Periodically observe the operation of the sump pumps to ensure float activation works properly and service as per manufacturer's recommendations;
3. Inspect exterior manhole (located under heated slab) including:
 - a. Remove manhole lid and inspect for debris and blockages; and
 - b. Ensure sump is operational;
4. Exercise each valve at least once per year;
5. Occasionally check that all automatically actuated valves open/close when they are supposed to;
6. Record pressures regularly;
7. Monitor and record flow meter values;
8. Maintain Trucked Waste Receiving Facility building, HVAC system, electrical system, and overall building in good working condition;
9. Maintain the exterior heated pad as necessary and keep free of debris and deleterious materials;

10. Observe and maintain all additional monitors, meters and transmitters as per manufacturer's recommendations; and
11. Coordinate hauling of process water to the TWRP to ensure adequate water supply to meet facility requirements. Provide potable drinking water for facility staff.

DISPOSAL SYSTEM

The disposal system includes the outfall pipe which consists of over 3km of 200 mm and 150 mm HDPE from the outlet manholes to the 273 Road, running south along the side of the road and down a private access road to the Peace River. There are 3 air release valves along the lower portion of the outfall pipe. There is a diffuser with Tideflex diffuser valves that discharges the effluent into the Peace River.

The existing outfall line was constructed with approximately 1 metre of cover due to its seasonal use. As a result, freezing during the winter months is a concern. In November 2015 a glycol heat tracing system was installed along approximately 100 metres of the outfall line near the river's edge. This system will aid in ensuring freezing does not occur with the fluctuating river levels. It is intended to use this system prior to batch discharge from the lagoons at various times during the winter months to ensure the outfall line does not freeze. As a result, this system will need to be monitored regularly and fueled with propane regularly while under operation. A frost gauge is also installed for the Service Provider to monitor for frost levels near the river.

Objective

The main objective of the disposal system is to discharge treated effluent from the aerated cells while operating within permitted values. The disposal system must be well-maintained in order to prevent spills to the environment.

General Performance Specifications

Currently, access to the outfall is limited to foot or an all-terrain vehicle or snowmobile. Maintenance of the road is the responsibility of the PRRD.

The Service Provider must:

1. Complete an annual inspection in the spring of the outfall line from the Treatment System to the river to examine the outfall for evidence of erosion or instability along the outfall and outfall deterioration or failure; and
2. Prepare and submit a report to the PRRD outlining the findings of the inspection, identifying any changes to the pipeline conditions and include recommendations for required remedial work within 10 days of the inspection.
3. Inspect and monitor the glycol heat tracing system and frost gauge periodically for vandalism while not operating;
4. During winter months, inspect, monitor and operate the glycol heat tracing system and frost gauge including replacement of propane bottles as necessary during outfall line operation.

In river inspections of the submerged diffuser as required in the Operational Certificate every 5 years will be completed by the PRRD.

MONITORING & REPORTING

The Operational Certificate (Authorization Number 12810) and the Federal Wastewater Systems Effluent Regulations require specific monitoring and reporting requirements to be performed by the PRRD. The general and detailed performance specifications outlined below identify those aspects of monitoring and reporting that the Service Provider is responsible for completing. This specification applies to all aspects of the Charlie Lake Wastewater System. The PRRD will be responsible for all reporting and contact with any Ministry or Government representatives with regards to monitoring and reporting. A copy of the draft updated Operational Certificate #12810 is provided in Schedule I. The Federal Wastewater Systems Effluent Regulations are available online. The PRRD will be transferring the draft Operational Certificate to a registration under the Municipal Wastewater Regulation (MWR) in 2016. Until the registration is complete, the requirements of the Operational Certificate will be followed.

Objective

To meet the monitoring and reporting requirements of the Operational Certificate and the Federal Wastewater Systems Effluent Regulations by providing data to the PRRD. Monitoring and reporting is also required to assess the efficiency and operations of the system and understand the quantifiable parameters within the Wastewater System.

General Performance Specifications

All sampling is to be carried out in accordance with the procedures described in the "British Columbia Field Sampling Manual for Continuous Monitoring and the Collection of Air, Air-Emission, Water, Wastewater, Soil, Sediment, and Biological Samples, 2003 Edition (Permitee)" or most recent edition, or by suitable alternative procedures as authorized by the BC Ministry of Environment, and is to be compliant with the requirements of the Federal Wastewater Systems Effluent Regulations. Any adaptation of existing equipment or acquisition of equipment for monitoring purposes will be at the cost of the Service Provider. All monitoring and sampling results must be kept in hand written format as well as digitally for a minimum of 10 years.

The Service Provider must:

1. Record flow measurements from various system components and report to the PRRD within 5 days of the end of each month. Any elevated flows over the authorized limits are to be reported to the PRRD within 24 hours of their occurrence;
2. Take samples of influent, effluent, solids, centrate and other materials as necessary and directed by the PRRD; and
3. Provide data to the PRRD within 5 days of the data being received.

The Service Provider will supply, at a minimum, quarterly summaries of maintenance activities by the end of the month following each quarter. An annual summary is also required. The PRRD will be provided with unimpeded access to the database to review maintenance activities and costs. The Service Provider will detail the types of reports that will be available from the maintenance

software. Digital reports are acceptable. Data needs to be provided in an editable format (i.e. excel spreadsheet) with commercial lab reports also provided as a pdf.

Detailed Performance Specifications

Discharge Monitoring

Discharge monitoring is required to determine the quality of effluent leaving the Treatment System, as required by the Operational Certificate and the Federal Wastewater Systems Effluent Regulations.

The Service Provider must:

1. Maintain the effluent flow meter to ensure proper working order;
2. Record daily effluent volumes discharged over a 24 hour period and provide to the PRRD within 5 days of the month end during which the monitoring was carried out;
3. Obtain monthly samples from the outlet manholes to test for TSS and CBOD₅ and take to a PRRD approved laboratory for analysis. Analysis costs will be the responsibility of the PRRD; and
4. Obtain samples from the outlet manholes 6 times a year for the following parameters:
 - a. Faecal Coliforms;
 - b. Ammonia;
 - c. Total Phosphorus (TP);
 - d. Ortho Phosphate;
 - e. pH.

Receiving Environment Monitoring

The receiving environment monitoring, as required by the Operational Certificate, will be completed by the PRRD or their consultants. This will not be the responsibility of the Service Provider.

Trucked Waste Receiving Facility

As outlined in previous sections, there are various inputs and outputs from the TWRF that will require monitoring and reporting.

Additionally, the Service Provider must:

1. When the centrifuge is operating, sample centrate and test for TSS, CBOD₅, ammonia and TP;
2. When the centrifuge is operating, sample dewatered biosolids and test for Total Solids (TS);
3. Calculate efficiency of centrifuge's ability to dewater biosolids; and
4. Report volume of dewatered biosolids produced.

Operational Reporting

The Service Provider must:

1. Complete and provide results of regular sampling for various parameters throughout the STP & TWRF as outlined in the Service Providers SOP's to:
 - a. Ensure that the facilities are performing well;

- b. Identify process or operational changes that may be needed to optimize treatment; and
 - c. Remain in compliance with regulations.
- 2. Provide monthly reports to the PRRD identifying major maintenance and operational tasks completed, and noting any deferred tasks; and
- 3. Annually, recommend to the PRRD capital upgrades to the Wastewater system for the next fiscal year, as well as any potential longer term upgrades.

Schedule C – Excluded Services

The scope of services specifically excludes the following:

- Utility costs for electricity and water will be the responsibility of the PRRD, including water hauling costs. Water is not available at the trucked waste receiving facility site. The Service Provider will coordinate delivery of water to the facility;
- Process Chemical - ordering will be the responsibility of the Service Provider, with the understanding that the PRRD and Service Provider will work together on maximizing savings for the PRRD. All costs related to chemical purchase will be borne by the PRRD;
- Disposal of screenings & bio solids - disposal costs including trucking will be borne by the PRRD directly. The Service Provider will be required to coordinate the disposal;
- Operations, maintenance, and decommissioning of the temporary trucked waste lagoon site;
- In river inspections of the disposal system outfall diffuser by a qualified professional as outlined in the Operational Certificate;
- Receiving environment monitoring (i.e. Peace River) as outlined in the Operational Certificate;
- Noxious weed control at facilities. The PRRD has a program in place to complete this work at all PRRD sites;
- Billing trucked waste facility users;
- Liaison, reporting or coordination directly with the BC Ministry of Environment or any other government agency;
- Any cost that is required to comply with new legislation or regulation; and
- Any cost that results from a significant change to the regulatory approvals.

For costs that will be borne by the PRRD noted above and elsewhere in the specification, where reasonable, the PRRD and the Service Provider will coordinate to establish accounts with suppliers so that costs can be direct billed to the PRRD.

Schedule D - Property of the PRRD

Reasonable Wear and Tear

Along with the Facilities (Schedule A), the PRRD enters into this Agreement with a supply of tools, equipment, and various expendable items, which at the end of the Agreement including early Termination, the Service Provider will return with only nominal wear and tear. Any unreasonable wear and tear will be deemed to be the responsibility of the Service Provider, who will be required to replace and/or refill said equipment and/ or property to the satisfaction of the PRRD or have the PRRD replace such properties to PRRD satisfaction and place any monetary costs or expenses incurred in doing so against the account owed to the Service Provider.

Use of PRRD Owned Facilities, Buildings and Properties

As part of the Agreement, the PRRD anticipates that the Service Provider will occasionally occupy from time to time buildings, facilities and properties owned by the PRRD. To this end the PRRD will undertake to provide a safe working environment, but will expect that the Service Provider, as the regular users of such facilities, will notify the PRRD forthwith regarding any maintenance or safety issues identified by the Service Provider.

Acquisition of Licenses

All products, services, licenses and other acquisitions undertaken by the Service Provider in support of the PRRD's Facilities are to be established in the name of the PRRD alone, and without restricting the generality of the foregoing, these shall include:

- All capital and operational acquisitions of material, supplies and equipment;
- All equipment used in the remote monitoring of Facilities, unless addressed through a separate agreement duly approved and signed by the PRRD.

Schedule E - Insurances and Liability

A summary of the insurance coverage that the Service Provider will arrange for in respect of the Facilities is described below. The Service Provider will pay for insurance to the satisfaction of the PRRD including Commercial General Liability Insurance, Automobile Liability Insurance and Pollution Insurance. The policies shall be endorsed to provide the PRRD with not less than fifteen (15) days notice in advance of cancellation or termination. The form of this insurance shall be acceptable to the PRRD and shall be maintained continuously during the term of the Agreement.

Note – Property and Boiler Insurance are assumed to be provided by the PRRD.

Automobile Liability Insurance:

Coverage: Automobile Liability for Service Provider owned, non-owned, rented or leased vehicles for the entire duration of the Contract. The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.

Limit: \$2,000,000 per occurrence

Deductible: The deductible is paid by the Service Provider

Commercial General Liability Insurance:

Coverage: Commercial General Liability insurance shall have limits of not less than five (5) million dollars per occurrence of bodily harm, death, damage to property, including the loss of use thereof and shall include coverage for: premises, activities and operations liability, blanket contractual liability, cross liability, contingent employer's liability, owners and contractors protective, occurrence basis property damage, broad form property damage, employees as insureds, personal injury, broad form loss of use, and public liability. The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Service Provider to perform a part or parts of the work. The policy shall include the PRRD as an additional insured.

Limit: \$5,000,000 per occurrence

Deductible: The deductible is paid by the Service Provider

Pollution Liability Insurance:

Coverage: Pollution legal liability insurance covering third party property damage and bodily injury and clean-up costs for pollution conditions emanating from the Facilities. Coverage provides for on-site clean-up of the Facilities. The PRRD is to be included as additional insured.

Limit: \$2,000,000 per occurrence

Deductible: The deductible is paid by the Service Provider

Schedule F – Pre-existing Conditions:

As per Paragraph 3.1.5 of this Agreement, the following Pre-existing Conditions have been identified:

Deficiencies to be rectified by Graham Construction LP under their contract with the PRRD are as follows:

Item	Description of Deficiency
<i>Complete Mix Tanks</i>	
1	CMT Railings - paint touchups
<i>Facultative Lift Station</i>	
2	Lift Station Pump Operation Test to confirm integrity of pumps
3	Adjust floats in Lift Station
4	Lift Station Fan Container seal
<i>Process Water</i>	
5	Amiad Filter seal leak
6	Amiad Filter - re-route discharge piping
7	Documentation for I/O checks
8	Truck washdown centre leak
9	Bathroom vanity fixture
10	Water system pressure gauge
<i>Septage Receiver and Screening Equipment</i>	
11	Turn plug valve prior to TWRF (actuated)
12	Turn screenings outlet pipe
13	Screenings bagger
<i>Centrifuge, Sludge Feed, Chopper Pump and Tideflex</i>	
14	Pressure Relief Valve Missing - Macerator
15	Diverter Gate Gasket - approval from Alfa Laval in writing
16	Polycube makeup water control valve
17	Install sample port on centrate line
18	Testing, calibration, programming of all centrifuge, sludge feed, and polymer feed components
19	Remove sample port on cake testing port
20	Macerator and sludge feed pump bolt recommendations
<i>Mechanical - General</i>	
21	Pipe labels

22	Secure pipe supports
23	Fix Gate Valve labels on polymer lines - should be labelled as Ball Valves.
Exterior Pipe and Site works	
24	Pressure Test Outfall Line
25	Hydroseeding corner triangle area, outlet pipe, and ditches
26	Ditching at SW corner of CMT
27	Create access on manhole covers
28	Replace fence between lagoon and temporary lagoon area
29	Confirm effluent flow meter operation
Blower Building/Aeration	
30	Analog Temperature outlet gauges in Celsius
Miscellaneous	
31	Mechanical As-builts
32	O&M Manual
33	Confirm Spare Parts
34	Demob bathroom/Graham equipment
Buildings	
35	Concrete Floor Sealant
36	Downspout extension
37	Noise Warning sign on door of Blower Building
38	Install bin rails
39	Double door on polycube room entry - fix
Electrical	
40	Centrifuge room heat trace – 1 loop non-operational
41	Emergency Lights
42	Final electrical hookup, testing of final connection, removal of temporary cabling
43	VPN Communication Connection from Portalogic
44	Gas meter faulted – Screening room

Other Pre-existing conditions noted include:

- Trucked Waste Receiving Facility – screening room – high hydrogen sulphide gas levels - ventilation system operation needs to be reviewed.
- Anaerobic Cell Liner – fencing required due to safety concerns with slipping when the liner is snow covered.
- Main Lift Station lid and hatch are missing – installation to be coordinated by PRRD.
- Collection System Monitoring Station – review and repairs completed by PRRD in 2015, but there are still several stations that don't provide accurate flow readings.

Schedule G – Contract Cost Information

The Annual Price for Services consists of two parts for the Services as described in Schedule B:

Part A – Annual Lump Sum Fee – Routine Services

The Annual Lump Sum Fee (all-inclusive for each item, excluding GST) for the routine services to be performed in each 12 month period of the Initial Term is as follows:

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
Collection System	\$123,300.00	\$126,300.00	\$129,500.00	\$132,800.00	\$136,000.00
Treatment System & Disposal System	\$123,300.00	\$126,300.00	\$129,500.00	\$132,800.00	\$136,000.00
Trucked Waste Receiving Facility	\$164,400.00	\$168,500.00	\$172,700.00	\$177,000.00	\$181,500.00
GRAND TOTAL	\$411,000.00	\$421,100.00	\$431,700.00	\$446,600.00	\$453,500.00

- The performance specifications also include general site works and monitoring and reporting. Costs associated with these items shall be incidental to the costs provided above.

Part B - Non-Routine Additional Maintenance Services

The following per callout charges and hourly rates will apply for non-routine services. Any additional approved costs for items not listed below (such as materials, sub-contractors, and equipment) will be invoiced at cost plus 15% markup.

Item	Unit	Unit
Collection System Emergency Call- out	Per Callout	\$ 160.00
Trucked Waste Receiving Facility Emergency Call-Out	Per Callout	\$ 160.00
Level II Collection System Operator	Hourly	\$ 80.00
Level II Sewage Treatment Operator	Hourly	\$ 80.00
General Labourer	Hourly	\$ 70.00
Quad with Tracks	Per Day	\$175.00

Under the terms of the Agreement certain costs shall be paid directly by the Service Provider such as Personnel Services and Permitted Expenses which together are included in the Annual Price of Services. These shall include:

Personnel Services: includes, but is not limited to, salaries, wages, on-call and overtime costs, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, certification, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees;

Permitted Expenses: Those expenses deemed acceptable for initial payment by the bidder, known hereafter as 'Permitted Expenses', shall comprise all expenses not identified as those expenses to be paid directly by the PRRD and shall be generally limited to the purchase, rental and/or lease of various items required for the operations and non-capital maintenance of the facilities. Permitted Expenses are generally those items ordered, received and utilized by the Service Provider in the conduct of their duties; and for which the Service Provider will retain transaction records and up-to-date inventory records by Facility; where:

Equipment: includes, but is not limited to the purchase, rental and /or lease of office equipment, vehicles, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, mechanical equipment and manually operated equipment to be used in the direct operations of the facilities;

Materials and Supplies: includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, sundry chemicals, laboratory supplies, clothing and uniforms and other materials and supplies.

Outside Services: includes, but is not limited to, equipment rentals, occasional temporary and/or part-time help, legal fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services which are non-capital in nature.

Schedule H — Facility EOCP Classification Certificates

ENVIRONMENTAL OPERATORS CERTIFICATION PROGRAM

Facility Classification

This is to certify that

Charlie Lake Wastewater Treatment Facility

has been classified by the Environmental Operators Certification Program in accordance with the guidelines established with the Association of Boards of Certification as a

Class II Facility



Secretary - Certification Board

Dated at Burnaby, BC on November 6, 2015

Valid Until August 1, 2020



President - Certification Board

Facility No. 388



This certificate must hold the EOCP embossed seal.
Member of the Association of Boards of Certification
A society incorporated under the Society Act, S.B.C. S-28724

ENVIRONMENTAL OPERATORS CERTIFICATION PROGRAM

Facility Classification

This is to certify that

Charlie Lake Collection System

has been classified by the Environmental Operators Certification Program in accordance with the guidelines established with the Association of Boards of Certification as a

Class II System



Secretary - Certification Board

Dated at Burnaby, BC on November 6, 2015



President - Certification Board

Facility No. 2256



This certificate must hold the EOCP embossed seal.
Member of the Association of Boards of Certification
A society incorporated under the Society Act, S B C S-28724

Schedule I — Draft Operating Certificate - #12810



[sign]CurrentDate
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Tracking Number:

Authorization Number: 12810

REGISTERED MAIL

PEACE RIVER REGIONAL DISTRICT
1981 ALASKA HIGHWAY
BOX 810 DAWSON CREEK, BC V1G 4H8

Dear Operational Certificate Holder:

Enclosed is Amended Operational Certificate 12810 issued under the provisions of the *Environmental Management Act*. Your attention is respectfully directed to the terms and conditions outlined in the operational certificate. An annual fee will be determined according to the Permit Fees Regulation.

This operational certificate does not authorize entry upon, crossing over, or use for any purpose of private or Crown lands or works, unless and except as authorized by the owner of such lands or works. The responsibility for obtaining such authority rests with the operational certificate holder. It is also the responsibility of the operational certificate holder to ensure that all activities conducted under this authorization are carried out with regard to the rights of third parties, and comply with other applicable legislation that may be in force.

This decision may be appealed to the Environmental Appeal Board in accordance with Part 8 of the *Environmental Management Act*. An appeal must be delivered within 30 days from the date that notice of this decision is given. For further information, please contact the Environmental Appeal Board at (250) 387-3464.

Administration of this operational certificate will be carried out by staff from the Northern Region. Plans, data and reports pertinent to the operational certificate are to be submitted to the Regional Manager, Environmental Protection, at Ministry of Environment, Northern Region, 325 - 1011 Fourth Ave., Prince George BC V2L 3H9.

Yours truly,

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for Director, *Environmental Management Act*
Authorizations - North

Enclosure

cc: Environment Canada

Ministry of Environment

Environmental Protection
Division

325 - 1011 Fourth Ave.
Prince George BC V2L 3H9

Northern Region
Telephone: (250) 565-6135
Facsimile: (250) 565-6629



MINISTRY OF
ENVIRONMENT

OPERATIONAL CERTIFICATE

12810

*Under the Provisions of the Environmental Management Act and in accordance with
PEACE RIVER REGIONAL DISTRICT's Liquid Waste Management Plan*

PEACE RIVER REGIONAL DISTRICT

**1981 ALASKA HIGHWAY
BOX 810
DAWSON CREEK, BC
V1G 4H8**

Is authorized to operate a municipal wastewater treatment plant located at Charlie Lake, British Columbia, subject to the terms and conditions listed below. Contravention of any of these conditions is a violation of the *Environmental Management Act* and may lead to prosecution.

This Operational Certificate supersedes and amends all previous versions of PE-12810, issued under the *Environmental Management Act*.

1. AUTHORIZED DISCHARGE

1.1 Authorized Source

This section applies to the discharge of secondary treated effluent from a wastewater treatment facility serving Charlie Lake, British Columbia and discharging to the Peace River. The site reference number for this discharge is E220193.

- 1.1.1** The maximum authorized rate of discharge is 3,000 cubic metres per day.
The authorized discharge period is 24 hours/day, 7 days/week.

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for Director, <i>Environmental Management Act</i>		
Authorizations - North		

1.1.2 The characteristics of the discharge must be equivalent to or better than:

5-day Carbonaceous Biochemical Oxygen Demand

Annual Average: ≤ 25 mg/L
Maximum: 45 mg/L

Total Suspended Solids

Annual Average: ≤ 25 mg/L
Maximum: 60 mg/L

Un-ionized Ammonia

Un-ionized ammonia: 0.016 mg/L at end of IDZ

Total Residual Chlorine:

Annual average: ≤ 0.02 mg/L

- 1.1.4 The authorized works are a secondary wastewater treatment plant, a trucked waste facility and a submerged outfall approximately located as shown on the attached Site Plan.
- 1.1.5 The authorized works must be complete and in operation while discharging.
- 1.1.6 The location of the facilities from which the discharge originates is the north half of the Southeast $\frac{1}{4}$ of Section 5, Township 84, Range 19, W6M, Peace River District, British Columbia.
- 1.1.7 The location of the point of discharge is the Peace River at the Northeast $\frac{1}{4}$ of Section 29, Township 83, Range 19, W6M, Peace River District, British Columbia.

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2. GENERAL REQUIREMENTS

2.1 Maintenance of Works and Emergency Procedures

The authorized works must be inspected regularly and maintained in good working order. In the event of an emergency or condition beyond the control of the operational certificate holder which prevents effective operation of the authorized works or leads to an unauthorized discharge, the operational certificate holder must take appropriate remedial action and notify the Director within 60hrs. The Director may reduce or suspend operations to protect the environment until the authorized works has been restored, and/or corrective steps taken to prevent unauthorized discharges.

2.2 Bypasses

The discharge of effluent which has bypassed the authorized works is prohibited unless the consent of the Director is obtained and confirmed in writing.

2.3 Process Modifications

The Director must be notified prior to implementing changes to any process that may exceed the quality and/or quantity of the discharge. Despite notification under this section, permitted levels must not be exceeded.

2.4 Operational Plan

The operational certificate holder must submit an operational plan to the Director. The operational plan must be prepared by a qualified professional and include the following:

- a) the proper operation, maintenance and monitoring of the wastewater facility, including lift stations;
- b) staff education and certification.

The treatment works must be operated in accordance with the Operational Plan. The Director may require revision of the current Operational Plan at any time.

The operational plan must be submitted on or before January 31, 2016.

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Authorizations - North

2.5 Contingency Plan

The operational certificate holder must prepare and maintain a contingency plan which identifies:

- a) procedures to be followed in the event of failure of the outfall line;
- b) emergency procedures for the wastewater facility, including lift stations;
- c) procedures for notifying an health officer when necessary;
- d) actions to be taken if municipal effluent quality fails to meet the requirements of this operational certificate.

The contingency plan must be submitted on or before January 31, 2016.

2.6 Fencing

The lagoons must be fenced to the satisfaction of the Director to prevent accidental trespass.

2.7 Posting of Cautionary Signs

Signs must be erected along the perimeter of the lagoons and along the alignment of the outfall above high water mark. The signs must identify the nature of the works. The wording and size of the signs requires the consent of the Director.

2.8 Lagoon Freeboard

A minimum level of 1.0 metre freeboard must be maintained in the lagoons to prevent overflow from the treatment works to the receiving environment. Freeboard is defined as the difference in elevation between the contained liquid level and the top of the berm structure at its lowest point.

2.9 Outfall Line – Annual Inspection

Once annually an inspection of the outfall line from the lagoons to the river must be conducted and a report submitted to the Director. The purpose of the annual inspection is to examine pipeline conditions for evidence of pipeline deterioration or failure. The report must identify changes to pipeline conditions and include recommendations for required remedial work.

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		Authorizations - North

2.10 Biosolids Wasting and Disposal

Biosolids or organic matter produced from the treatment plant must be disposed of to a site and in a manner approved by the Director, or as authorized by regulation under the *Environmental Management Act*.

2.11 Facility Classification and Operator Certification

The operational certificate holder must have the authorized works classified (and the classification must be maintained) by the Environmental Operators Certification Program Society (Society). The authorized works must be operated and maintained by persons certified within and according to the program provided by the Society. Certification must be completed to the satisfaction of the Director. In addition, the Director must be notified of the classification level of the facility and certification levels of the operators, and changes of operators and/or operator certification levels within 30 days of any change.

2.12 Disinfection

Although disinfection of the effluent is not required at this time, suitable provisions must be made to include disinfection facilities should testing indicate that it is required to protect public health. If disinfection is by chlorination, dechlorination facilities may also be required. The effluent must be dechlorinated to ≤ 0.02 mg/L total residual chlorine before discharge.

3. MONITORING, PROCEDURES AND REPORTING REQUIREMENTS

3.1 Discharge Monitoring

3.1.1 Flow Measurement

Provide and maintain a suitable flow measuring device and record daily the effluent volume discharged over a 24-hour period.

3.1.2 Sampling and Analyses

Suitable sampling facilities must be installed and maintained and grab samples of the effluent authorized by Section 1.1 must be obtained for analyses as indicated below.

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for Director, *Environmental Management Act*
Authorizations - North

Proper care must be taken in sampling, storing and transporting the samples to adequately control temperature and avoid contamination, breakage, etc.

PARAMETER	FREQUENCY
Flow	Daily
Chlorine residual*, mg/L	Daily
TSS, mg/L	Monthly
CBOD5, mg/L	Monthly
Fecal Coliform	6 times/year
Ammonia, mg/L, expressed as nitrogen (N)	6 times/year
Total Phosphorus	6 times/year
Ortho Phosphate	6 times/year
pH	6 times/year

*if chlorine is used

3.2 Receiving Environment Monitoring

The following receiving environment monitoring program must be carried out by the operational certificate holder. Based on the results from the analyses of the samples, the monitoring requirements may be extended or altered by the Director.

PARAMETER	FREQUENCY
TSS	Monitor on a weekly basis for 5 consecutive weeks, during the late summer/early fall
Ammonia	
Total Kjeldahl Nitrogen	
Total Nitrogen	
Total Phosphorus	There are 3 sample locations: Effluent, 100m upstream of the discharge and downstream of the outfall outside of the IDZ
Orthophosphorus	
Fecal Coliforms	
Temperature	
pH	
Dissolved Oxygen	
Photographic documentation	

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Authorizations - North

3.3 Sampling and Analytical Procedures

3.3.1 Sampling Procedures

Sampling is to be carried out in accordance with the procedures described in the "British Columbia Field Sampling Manual for Continuous Monitoring and the Collection of Air, Air-Emission, Water, Wastewater, Soil, Sediment, and Biological Samples, 2003 Edition (Permittee)", or most recent edition, or by suitable alternative procedures as authorized by the Director.

A copy of the above manual is available on the Ministry web page at www.env.gov.bc.ca/epd/wamr/labsys/lab_meth_manual.html.

3.3.2 Analytical Procedures

Analyses are to be carried out in accordance with procedures described in the "British Columbia Laboratory Manual (2013 Permittee Edition)", or the most recent edition, or by suitable alternative procedures as authorized by the Director.

A copy of the above manual is available on the Ministry web page at www.env.gov.bc.ca/epd/wamr/labsys/lab_meth_manual.html

3.3.3 Quality Assurance

The operational certificate holder must obtain from the analytical laboratory(ies) their precision, accuracy and blank data for each sample set submitted as well as an evaluation of the data acceptability, based on the criteria set by the laboratory.

The analytical laboratory(ies) must be accredited in accordance with CALA (Canadian Association for Laboratory Accreditation) or an equivalent unless otherwise instructed by the Director.

3.4 Reporting

3.4.1 Outfall Inspection

The outfall line from the lagoons to the river must be inspected annually to ensure it is in good working condition.

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		for Director, <i>Environmental Management Act</i>
		Authorizations - North

The outfall must be inspected by a qualified professional once every 5 years. This inspection must include examination of the entire length of the pipe and diffuser for leaks, breaks and blockages.

3.4.2 Spill Reporting

All spills to the environment (as defined in the Spill Reporting Regulation) must be reported immediately in accordance with the Spill Reporting Regulation. Notification shall be via the Provincial Emergency Program at 1-800-663-3456.

3.4.3 Annual Data Reporting

Maintain data of analyses, flow measurements and annual outfall inspection reports for inspection and submit this information, suitably tabulated, to the Director, for the previous year. All reports must be submitted within 60 days of the end of the previous calendar year.

3.4.4 Noncompliance Reporting

For any noncompliance with the requirements of this permit, the Permittee must submit to the Director, Environmental Protection, a written report within 30 days of the noncompliance occurrence. The report must include, but is not limited to, the following:

- a) all relevant test results related to the noncompliance.
- b) an explanation of the most probable cause(s) of the noncompliance, and
- c) remedial action planned and/or taken to prevent similar noncompliance(s) in the future.

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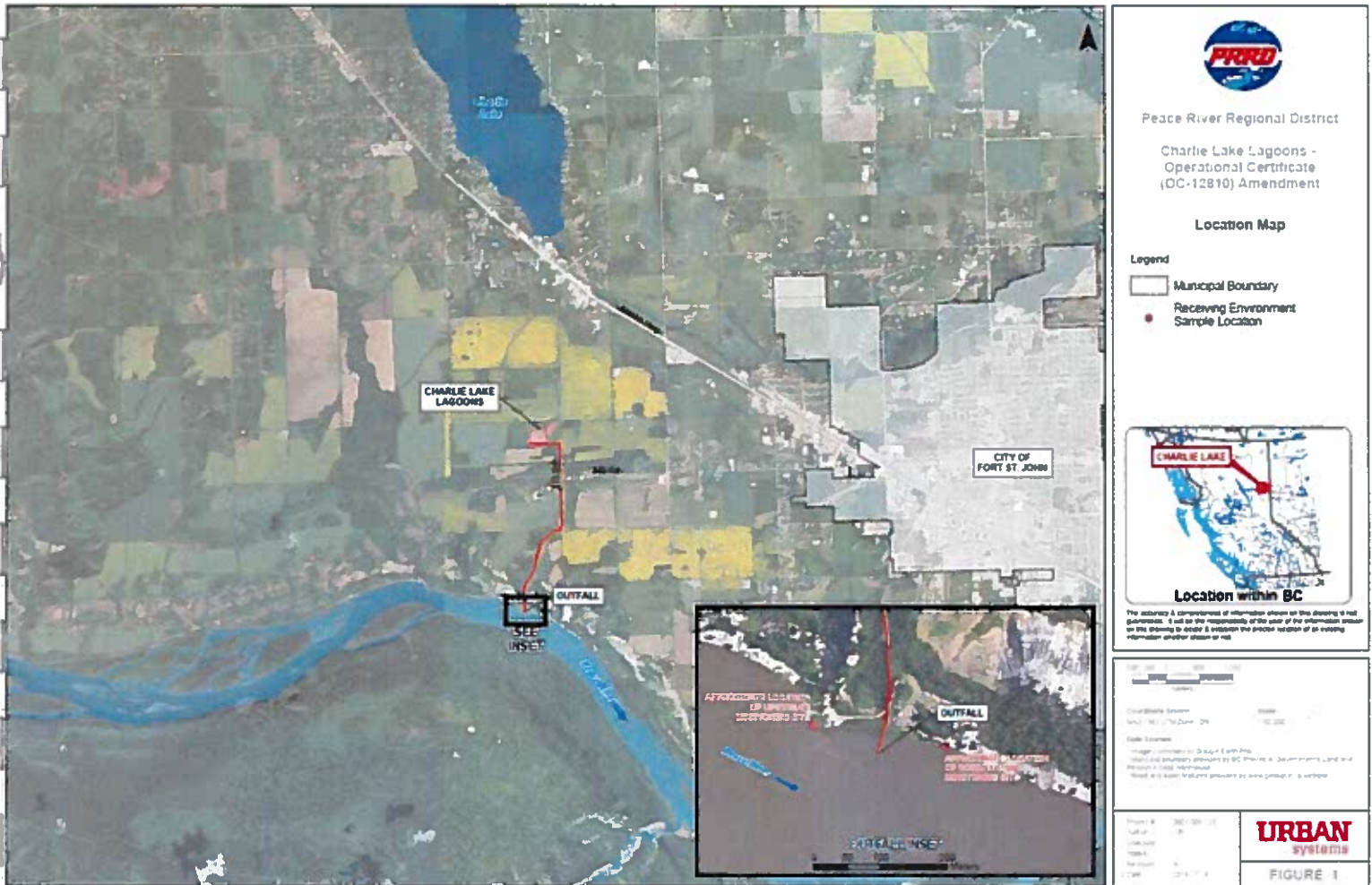
SITE PLAN



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LOCATION MAP



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Schedule J — Charlie Lake Reference Maps & Figures

Charlie Lake Collection System

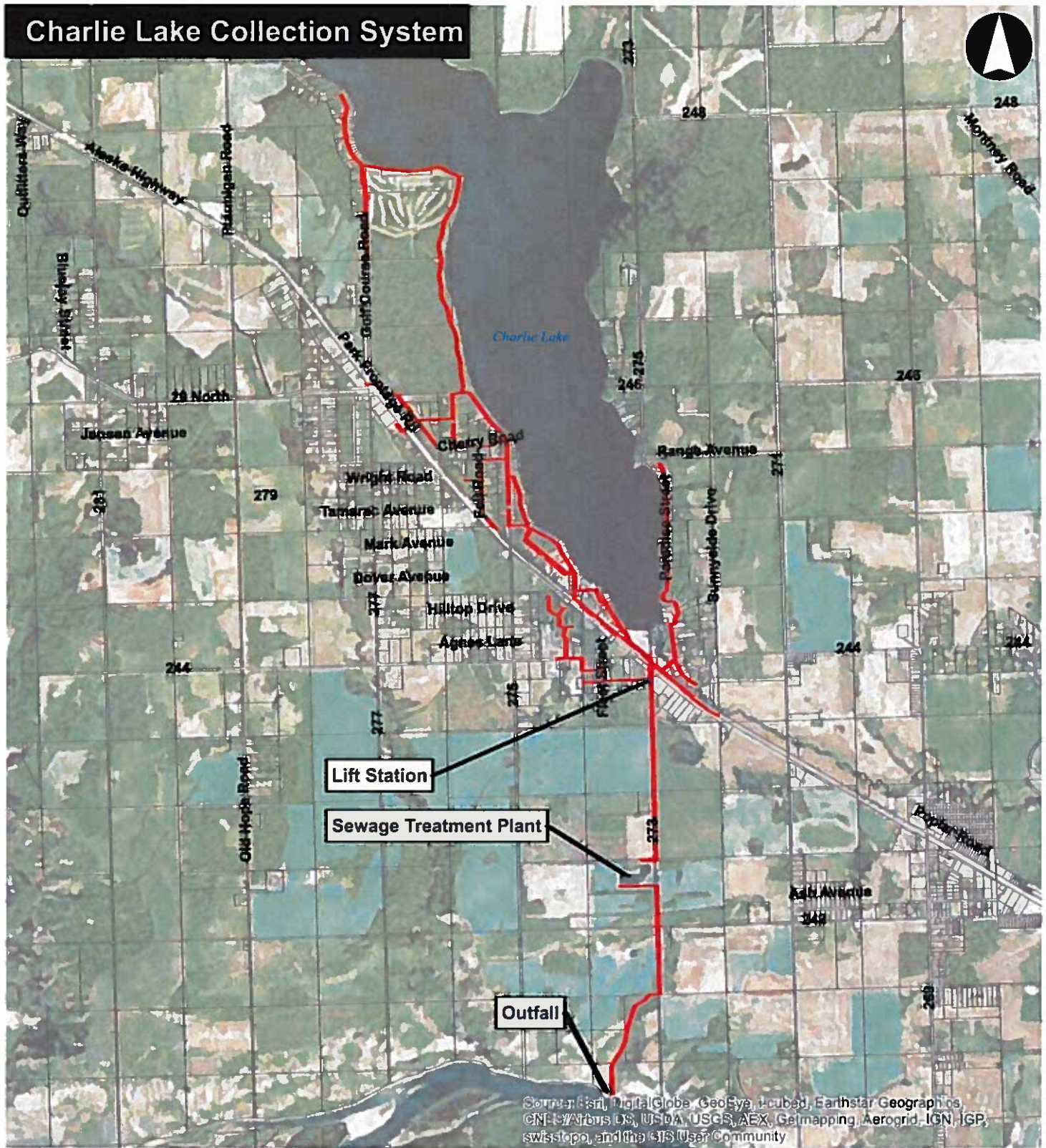


Figure 1 - System Overview

Legend
 Sanitary Mains

Project # 0601.0067.01
 Scale: 1:62,000

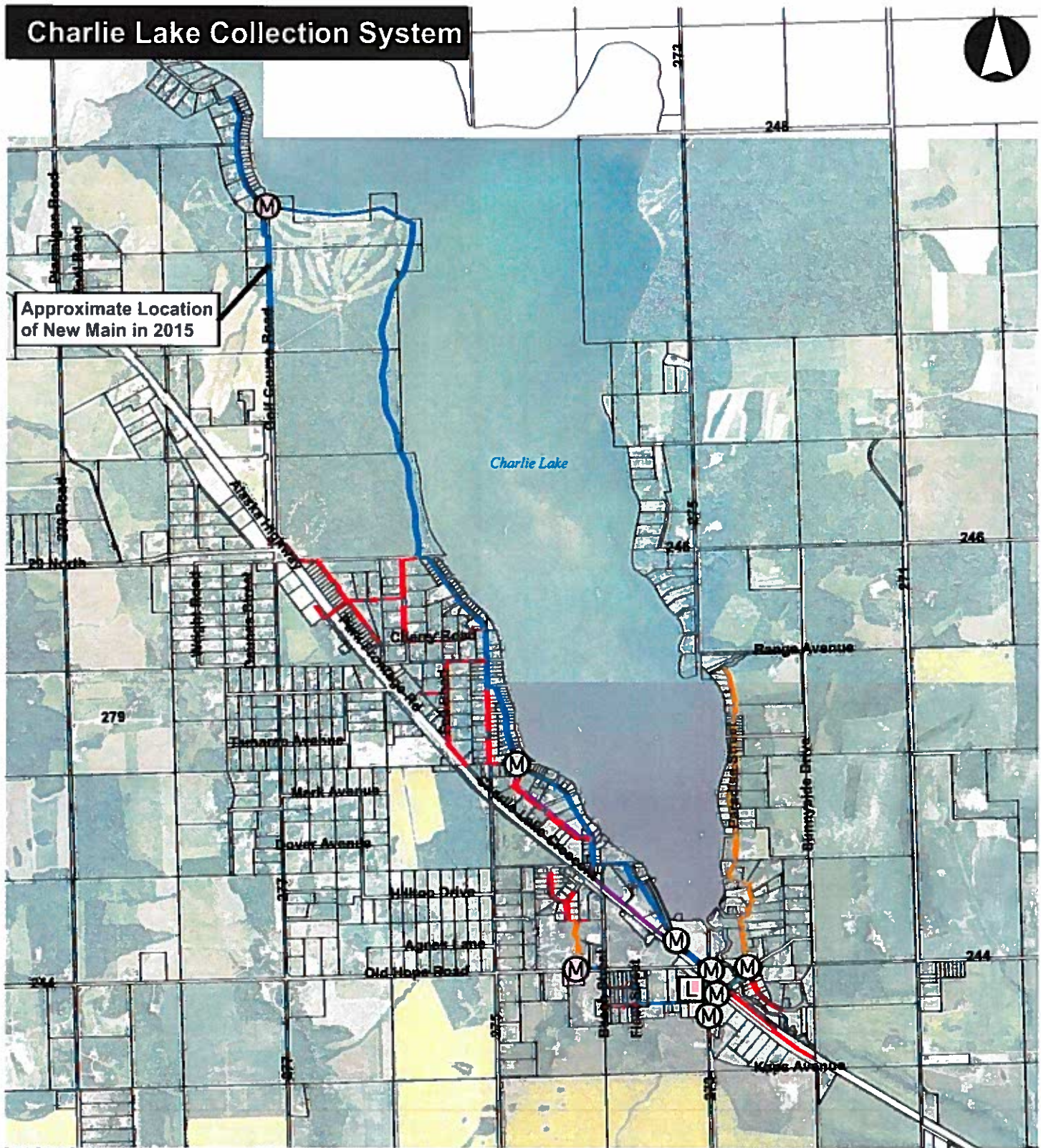
URBAN

10808 100 STREET
 FORT ST. JOHN, BC V1J 3Z6
 250 785 9697
 www.urbansystems.ca

2015-09-04



Charlie Lake Collection System



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Figure 2 - Main Sizes

Legend

- 50
- 75
- 100
- 150
- 200
- Lift Station (L)
- Monitoring Station (M)

2015-09-04

Project # 0601.0067.01

Scale: 1:40,000

URBAN

10808 100 STREET
FORT ST. JOHN, BC V1J 3Z6
250 785 9697
www.urbansystems.ca



CHARLIE LAKE SEWER SYSTEM: DCC PLANNING AREA

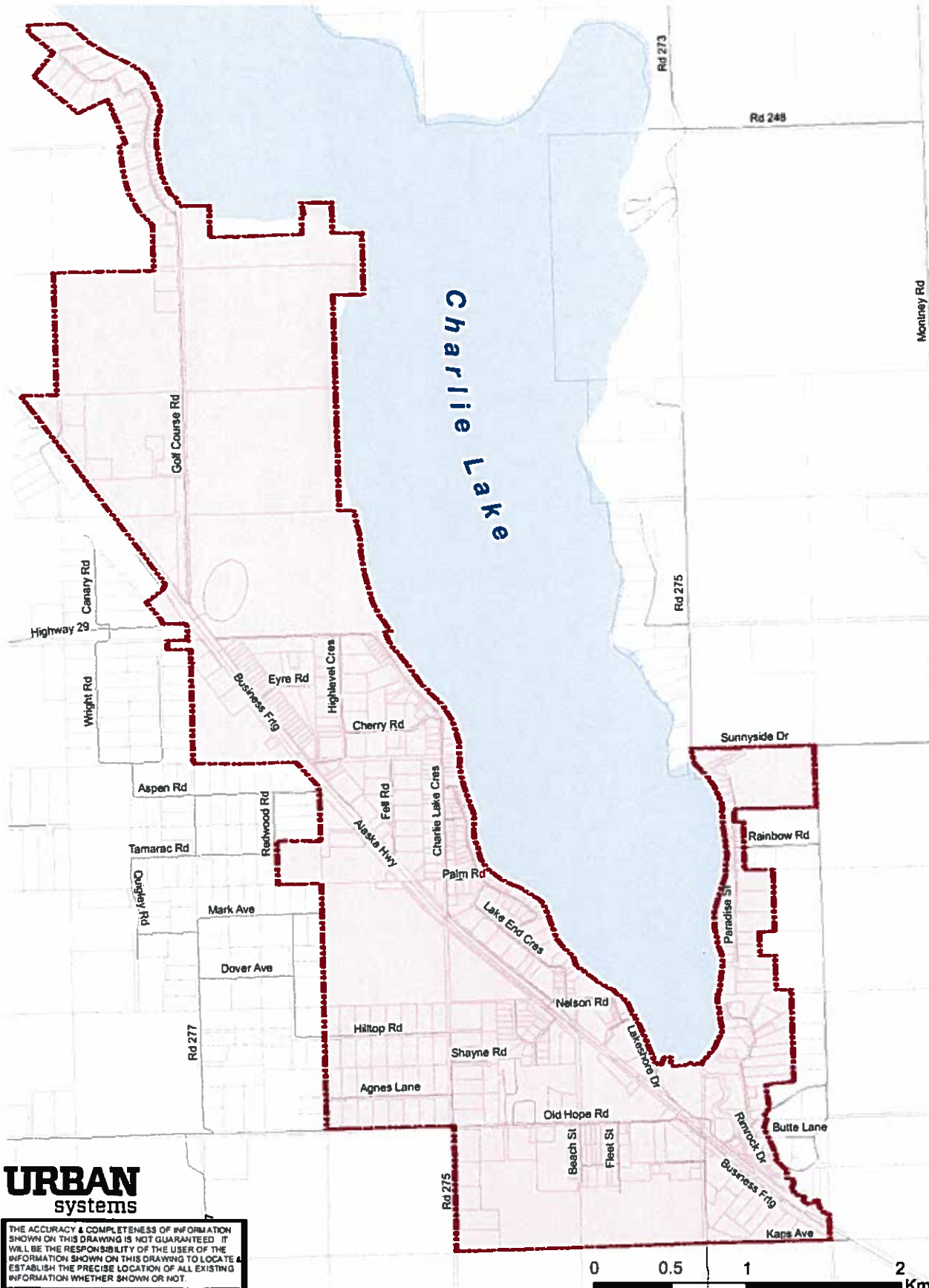


DATE: JULY 2014

PEACE RIVER REGIONAL DISTRICT

1:35,000

Legend
Contributing
DCC Area



URBAN
systems

THE ACCURACY & COMPLETENESS OF INFORMATION SHOWN ON THIS DRAWING IS NOT GUARANTEED. IT WILL BE THE RESPONSIBILITY OF THE USER OF THE INFORMATION SHOWN ON THIS DRAWING TO LOCATE & ESTABLISH THE PRECISE LOCATION OF ALL EXISTING INFORMATION WHETHER SHOWN OR NOT.

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MAP

3.1

Schedule K — Sewage Haulers Agreement — November 2015

AGREEMENT FOR USE OF CHARLIE LAKE DOMESTIC SEWAGE RECEIVING FACILITY

This Agreement dated for reference the _____ of _____, 20____

Between:

Peace River Regional District
Box 810, 1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

(hereinafter called the "PRRD")

And:

Business Name of Applicant: _____
Contact Name: _____
Business Address: _____
Phone Number: _____
Cell Number: _____
Email Address: _____

(hereinafter called the "Hauler")

TERMS AND CONDITIONS

1. **ONLY** domestic sewage will be accepted at the Charlie Lake Sewage Receiving Facility (the "Facility").
2. **Pre Approval of Hauler** - All Haulers must be pre-approved by the PRRD before the Facility can be used.
3. **Rates** - The Hauler agrees to pay all rates and fees established by Charlie Lake Domestic Sewage Receiving Fees and Charges Bylaw No. 2179, 2014, as amended from time to time. The rates and fees may be changed at the sole discretion of the PRRD.
4. **Insurance** - The Hauler is required to obtain and submit proof of the following insurance coverage prior to using the Facility:
 - a) **Comprehensive General Liability Insurance**
The Hauler must provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for personal injury, death and damage to property including the loss of use thereof and shall include coverage for:
 - i. premises, activities and operations liability;
 - ii. blanket contractual liability;
 - iii. cross liability;

- iv. contingent employer's liability;
- v. owners and contractors protective;
- vi. occurrence basis property damage;
- vii. broad form property damage;
- viii. employees as insureds;
- ix. personal injury;
- x. broad form loss of use;
- xi. public liability; and
- xii. Pollution liability.

The form of this insurance shall be acceptable to the PRRD and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the PRRD with not less than fifteen (15) days' notice in advance of cancellation or termination. The policy shall include the PRRD as an Additional Insured.

b) Vehicle Insurance

The Contractor shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of liability not less than Five Million (\$5,000,000.00) Dollars inclusive. The form of this insurance shall be acceptable to the PRRD and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the PRRD with not less than fifteen (15) days' notice in advance of cancellation or termination. The policy shall include the Regional District as an Additional Insured.

If you are a British Columbia-insured company you must provide form APV47 confirming the PRRD as the additional insured. If you are an Alberta-insured company, you must provide a Certificate of Insurance listing Commercial Liability, Non-owned Automobile, and Umbrella Liability, listing the PRRD as the additional insured. If you have insurance in both Provinces, for different vehicles, then you must provide both documents.

The Hauler will provide to the PRRD certified copies of all insurance policies required under Section 4 of this Agreement. The Hauler will be responsible for deductible amounts under the insurance policies. All of the Hauler's insurance policies will be primary and not require the sharing of any loss by the PRRD or any insurer of the PRRD.

- 5. Facility Hours of Operation** - The Facility is open 8:00 a.m. to 8:00 p.m., Monday through Saturday, closed Sundays and Statutory Holidays. The PRRD reserves the right to change or modify the operating schedule of the Facility. Notice will be at the sole discretion of the PRRD. The PRRD reserves the right to temporarily close the Facility in the event of circumstances that prevent its continued operation.

6. **After Hours Use** - After-hours attendance of the Facility will be available with a 1-hour response time subject to an additional fee charged over and above the regular rate, as established by Charlie Lake Domestic Sewage Receiving Fees and Charges Bylaw No. 2179, 2014.
7. **Conditions of Use** - Only dedicated hauling trucks and pup tanks that are registered with the PRRD shall be used for the hauling of domestic sewage to the Facility. Non-registered hauling trucks and pup tanks are not permitted to use the Facility.

Hauling truck tanks and pup tanks must be permanently marked to indicate: "Domestic Sewage Only" or "Domestic Wastewater Only". Lettering is to be a minimum of four inches (4") in height and prominently displayed on both sides of each truck tank and pup tank, to the satisfaction of the PRRD. Evidence of obscuring the lettering to haul material other than domestic sewage will result in the Hauler's use of the Facility being suspended for a period of six (6) months. A second occurrence will result in permanent exclusion from the Facility.

The Hauler will supply all necessary hoses, hose connections, or other apparatus required to connect with the Facility's sewage receiving camlock.

All employees of the Hauler who will be using the Facility must be properly oriented to Facility operations and required procedures.

The PRRD may require the Hauler to exclude any employee from using the Facility where such employee has engaged in unsafe, incompetent, discourteous, disrespectful or hostile behaviour, or where any employee is found to be under the influence of alcohol, drugs, or other substances while using the Facility.

8. **Information Required from Hauler** - Upon arrival at the Facility, each Hauler shall provide the following information to the attendant before any domestic sewage is discharged:
 - a) The source of the domestic sewage: residential or commercial/industrial;
 - b) The license plate numbers of the hauling truck and pup tank;
 - c) The volume of domestic sewage to be discharged; and
 - d) Any other information required by the PRRD.

Misrepresentation as to the source or quantity of domestic sewage will result in the Hauler being permanently excluded from the Facility. The PRRD will conduct audits to verify source. The Hauler will, on request from the PRRD, provide all information required for the audits.

9. **Load Discharge Requirements** - At any time during load discharge, if deleterious or contaminating substances are detected, the flow will be immediately terminated. If the attendant determines that the sewage does not meet the acceptance criteria, the load will be rejected and must be removed from the site immediately. The rejection will then be documented in accordance with Section 10. The Hauler will allow a sample of the load to be extracted by the attendant for the

purpose of testing to determine acceptability of the load. Samples may also be collected for laboratory analysis to further characterize the load. The Hauler agrees not to seek compensation from the PRRD for any delays associated with load testing/sampling or any other delays associated with use of the Facility.

The directions of the attendant must be followed at all times while on-site.

10. **Load Rejections** - All rejected loads will be documented. A load rejection form will be provided to the Hauler by the attendant. A second load rejection will result in the Hauler's dumping privileges being suspended for a period of six (6) months. A subsequent suspension will result in permanent exclusion from the Facility.
11. **Termination of Agreement – Hauler** - The Hauler may terminate this Agreement upon notification to the PRRD. In the event that the Hauler terminates this Agreement, all accrued obligations and all outstanding amounts are due and payable to the PRRD within thirty (30) calendar days from the date of termination.
12. **Termination of Agreement – PRRD** - The PRRD reserves the right to terminate this Agreement with thirty (30) days' notice to the Hauler, whether or not the Hauler is in compliance with the terms and conditions specified herein. The PRRD may terminate this Agreement at any time if the Hauler is not in compliance with the terms and conditions specified herein. Such termination is at the discretion of the PRRD.
13. **Acceptance of Agreement** - The Hauler acknowledges receipt of Charlie Lake Domestic Sewage Receiving Fees and Charges Bylaw No. 2179, 2014. The PRRD will provide any future amendments to Bylaw No. 2179, 2014 at the earliest opportunity. Further, the Hauler acknowledges that upon acceptance of this Agreement, the Hauler shall be legally bound by all provisions of this Agreement and the Bylaw.
14. **Indemnification** - The Hauler, its heirs and assigns, hereby agrees to indemnify, defend and hold harmless, the PRRD, its directors, managers, employees, independent contractors, successors and assigns, from all loss, claim, damage and expense of every nature (including the fees of attorneys or other legal entities) to which the PRRD may be subject to arising out of or connected with the provision of this service by the PRRD, including any loss, claim, damage or expense arising out of a breach by the Hauler of any provision of this Agreement except to the extent caused by the sole negligence or willful misconduct of the PRRD or the PRRD's agents or employees. The Hauler hereby releases and forever discharges the PRRD, its directors, managers, employees, independent contractors, successors and assigns, from all loss, claim, damage and expense of every nature arising out of or connected with the provision of sewage receiving services at the Facility by the PRRD except to the extent caused by the sole negligence or willful misconduct of the PRRD or the PRRD's agents or employees.

24. **No Assignment** – The Hauler shall not assign this Agreement in whole or in part.

25. **Notices** – All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission or forwarded by first-class prepaid mail to the addresses set forth on the first page of this agreement or such other address as may from time to time be notified in writing by the parties.

PLEASE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. THIS APPLICATION WILL BECOME A BINDING CONTRACT UPON ACCEPTANCE BY THE PEACE RIVER REGIONAL DISTRICT.

Signed by the Peace River Regional District's)
authorized signatories this _____ day)
of _____, 20____:)

Chief Administrative Officer

Signed by the Hauler's authorized)
signatories this _____ day)
of _____, 20____:)

Signature

Print Name

Signature

Print Name

**Schedule L — Charlie Lake Domestic Sewage Receiving Fees & Charges Bylaw No.
2179, 2014**

PEACE RIVER REGIONAL DISTRICT
Bylaw No. 2179, 2014

A bylaw to establish rates for the disposal of
sewage at the Charlie Lake Sewer Lagoon

WHEREAS the Peace River Regional District Board has adopted "Charlie Lake Sewage Local Service Area Establishment Bylaw No. 678, 1990" to provide a sewage collection, conveyance, treatment and disposal system within Electoral Areas 'C' and 'B';

AND WHEREAS the Board wishes to provide a temporary public domestic sewage receiving service at the Charlie Lake sewage lagoon site and will be constructing a permanent receiving facility at the site, to be paid for fully by grants and reserves, with no cost to the taxpayer;

AND WHEREAS the Regional District must collect the revenues to pay for the operational costs of the receiving facility once it is constructed, to ensure no taxes or user fees are charged to the residents within the Local Service Area;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

A. RATES

1. The metered rate for receipt of residential domestic sewage at the Charlie Lake Lagoon site shall be Ten Dollars per cubic metre (\$10/m³); or
2. The unmetered rate for receipt of residential domestic sewage at the Charlie Lake Lagoon site shall be Ten Dollars per cubic metre (\$10/m³) based on the truck's maximum capacity, regardless of the actual volume.
3. The metered rate for receipt of commercial/industrial domestic sewage at the Charlie Lake Lagoon site shall be Twenty Dollars per cubic metre (\$20/m³); or
4. The unmetered rate for receipt of commercial/industrial domestic sewage at the Charlie Lake Lagoon site shall be Twenty Dollars per cubic metre (\$20/m³) based on the truck's maximum capacity, regardless of the actual volume.
5. The "after hours" call out fee is \$650.00 plus the disposal fee.

B. CITATION

6. This bylaw may be cited for all purposes as "Charlie Lake Domestic Sewage Receiving Fees and Charges Bylaw No. 2179, 2014".

Peace River Regional District
Bylaw No. 2179, 2014

C. EFFECTIVE DATE

7. This bylaw shall come into effect on January 1st, 2015.

READ A FIRST TIME this 12th day of December, 2014.

READ A SECOND TIME this 12th day of December, 2014.

READ A THIRD TIME this 12th day of December, 2014.

ADOPTED this 12th day of December, 2014.



Lori Ackerman, Chair



Jo-Anne Frank, Corporate Officer

I hereby certify this to be a true and correct copy of
"Charlie Lake Domestic Sewage Receiving Fees and
Charges Bylaw No. 2179, 2014" as adopted by the
Peace River Regional District Board on the _____ day
of _____, 2014.

Jo-Anne Frank, Corporate Officer

Schedule M — Charlie Lake Sewage Regulation Bylaw No. 835, 1993

PEACE RIVER REGIONAL DISTRICT

BY-LAW NO. 835, 1993

A by-law to regulate sewage discharge

WHEREAS Section 788 of the *Municipal Act* authorizes the Regional District to establish and operate a system for the collection, conveyance, treatment and disposal of sewage; and

WHEREAS Section 18 of the *Waste Management Act* authorizes the Regional District to make by-laws respecting the discharge of wastes into any sewer or drain connected to a sewage facility operated by the Regional District; and

WHEREAS the Peace River Regional District has installed a sewage collection and treatment system to serve the Charlie Lake area of the Regional District;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

NAME

1. This by-law may be cited for all purposes as "Charlie Lake Sewage Regulation By-Law No. 835, 1993".

REPEAL

2. "Sewage Regulation and Fee By-law No. 782, 1992", is hereby repealed.

AREA

3. This by-law applies to that area shown shaded grey on the sketch attached to this by-law as Schedule "A".

DEFINITIONS

4. In this by-law,
 - (a) "BODY OF WATER" means a river, stream, brook, creek, water course, lake, pond, spring, lagoon, swamp, marsh, canal or other flowing or standing water.
 - (b) "BUILDING DRAIN" means the horizontal piping, including any vertical offset, that conducts sewage to a building sewer, and includes that part of the drainage system outside and within 1 metre of the wall of a building.
 - (c) "BUILDING INSPECTOR" means a person appointed by the Regional Board as building inspector for the Regional District or any other person appointed by the Regional Board to administer this by-law.
 - (d) "BUILDING SEWER" means septic tank, pumps, pipes, valves and fittings that are connected to a building drain outside a wall of a building and that lead to a public sewage works.

Peace River Regional District
By-Law No. 835, 1993

b-2

- (e) "CONCENTRATED SEWAGE" means sewage having either a higher content of oil and grease, or a higher content of suspended solids, or a higher five day B.O.D., or any combination of these characteristics, as determined by tests using Standard Methods, than normal sewage.
- (f) "GALLON" means Imperial Gallon.
- (g) "GARBAGE" means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
- (h) "GREASE" means fats, waxes, oils and any other non-volatile material determined in accordance with Standard Methods.
- (i) "HEALTH OFFICER" means the Medical Officer of Health for the Peace River Regional District, or any person to whom that person may delegate a particular duty.
- (j) "INDUSTRIAL WASTE" means liquid wastes from an industrial, manufacturing, institutional or commercial establishment.
- (k) "INTERCEPTOR" means a receptacle that is installed to prevent oil, grease, sand or other materials from passing into a drainage system.
- (l) "NORMAL SEWAGE" means sewage having a five-day B.O.D. of 300 parts per million or less and having a suspended solids content of 100 parts per million or less.
- (m) "PERSON" means any individual, firm, company, association, society, corporation or group owning or occupying any building or place or having the management of any building or place to which this by-law applies and includes the owner.
- (n) "pH" means the logarithm (to the base 10) of the reciprocal of the hydrogen ion concentration in moles per litre and denotes alkalinity or acidity.
- (o) "PRIVATE SEWAGE WORKS" means a privately owned plant for the treatment and disposal of sewage and includes a septic tank with an absorption field or a holding tank.
- (p) "PROPERLY SHREDDED" in respect of garbage means shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particles greater than one-half inch in any dimension.
- (q) "PUBLIC SEWAGE WORKS" means all public facilities for the collection, transmission, treatment and disposal of public sewage and includes a drain, sewer pipe or conduit used for the conveyance of sewage and includes a sewage treatment facility.
- (r) "REGIONAL BOARD" means the Board of the Peace River Regional District.

b-

Peace River Regional District
By-Law No. 835, 1993

- (s) "REGIONAL DISTRICT" means the Peace River Regional District.
- (t) "SANITARY SEWER" means a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- (u) "SEPTIC TANK" See Schedule 'B'.
- (v) "SEWAGE" means a combination of the water-carried wastes from residences, commercial buildings, institutions and industrial establishments, and does not include surface and storm water runoff.
- (w) "SEWAGE TREATMENT FACILITY" means any arrangement of equipment and structures used for treating sewage, owned and operated by the Regional District.
- (x) "SEWER" means a pipe or conduit for carrying sewage.
- (y) "SEWERAGE WORKS" means all facilities for collecting, pumping, treating and disposing of sewage.
- (z) "STANDARD METHODS" means the analytical and examination procedures set forth in the current edition of "Standard Methods for the Examination of Water and Waste Water" published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.
- (aa) "STORM WATER" means water that is discharged from a surface as a result of rainfall or snowfall.
- (bb) "SUSPENDED SOLIDS" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.
- (cc) "WATER COURSE" means a channel in which a flow of water occurs either continuously or intermittently.

USE OF PUBLIC SEWERS REQUIRED

- 5. (a) No person shall place or deposit, or permit to be deposited, upon public or private property within the area to which this by-law applies, in any manner that is insanitary, any human or animal excrement, garbage or other objectionable waste.
- (b) The owner of every house, building or property used for human occupancy, employment, recreation or other purpose, situated within the area shown on Schedule "A" and abutting on any roadway, street, lane or right-of-way in which there is now or hereafter located public sewage works of the Regional District, shall at his own expense, install a plumbing system therein and shall connect such system with the sewer in accordance with the provisions of the B.C. Plumbing

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Peace River Regional District
By-Law No. 835, 1993

Code and the Peace River Regional District Sewage Disposal By-Law No. 741, 1992 within sixty (60) days of the Building Inspector notifying him to do so.

- (c) Every property owner shall design and construct a sewage disposal system to service the sewage requirements of any use to meet or exceed the technical specifications attached to this by-law as Schedule 'B'.
- (d) The owner shall be responsible for the acquisition, installation, operation and maintenance of all sewage works located on his property, including the timely pumping out of the solids compartment of the septic tank.
- (e) No person shall, except as permitted by this by-law or the B.C. Plumbing Code or the Sewage Disposal Regulations of the *Health Act*, construct or maintain any privy, septic tank, cesspool or other facility intended or used for the disposal of sewage on the property in the area shown on Schedule "A".
- (f) Every property owner shall, at his own expense, maintain all the elements of the building sewer from his building to the property line.

Every house, building or property referred to in 5(b) above that was in existence as of January 1, 1992 shall arrange for, construct, install and be connected to the public sewer mainline on or before July 1, 1992, or if not connected, the Regional District may enter upon said lands to install and connect the necessary materials for connection to the mainline. All expenses related to the installation of materials under this Section shall be paid for by the property owner and if not paid by December 31, 1992, shall be added to the taxes of that property.

- (g) The Regional District, and no other, may repair, alter, connect to, install, construct or maintain the public sewer collection mainline on public property if it is crushed or broken or if there is a faulty installation, or if it is plugged, clogged or obstructed and shall be responsible for the costs, subject to Section 7(d) of this by-law.
- (h) In the event that any sewer connection is abandoned, the owner, at his expense, shall effectively block up the connection at a suitable location within his property or contact the Building Inspector who may shut off the curb stop in order to prevent sewage backing up into the soil and to prevent soil being washed into the sewer.

PRIVATE SEWAGE DISPOSAL

- 6. (a) Where a public sewer is not available, the owner of a building as described in Section 5(b) may connect the building sewer to a private sewage disposal system, which shall comply with the provisions of this by-law, the B.C. Plumbing Code and the Sewage Disposal Regulations of the *Health Act*.
- (b) At such time as a public sewer becomes available to a property served by a private sewage disposal system, the provisions of Section 5(b) shall apply to the property and a direct connection shall be made to the public sewer by the

E - 7

Peace River Regional District
By-Law No. 835, 1993

Regional District and any septic tanks, cesspools or similar private sewage works shall be abandoned and filled with suitable material upon direction by the Building Inspector.

- (c) Nothing contained in this by-law shall be construed to interfere with any additional requirements that may be imposed by the Building Inspector.

USE OF PUBLIC SEWERS

7. (a) No person shall discharge or cause to be discharged any storm water, surface water, roof run-off, sub-surface drainage, cooling water or unpolluted industrial water to any sanitary sewer, provided that the Building Inspector may on application authorize such discharge where exceptional conditions prevent compliance with the foregoing provisions.
- (b) Except as hereinafter provided, no person shall discharge or cause or permit to be discharged any of the following described waters or wastes to any public sewer:
- (i) liquid or vapour having a temperature higher than 77° centigrade 170° Fahrenheit).
 - (ii) water or waste containing fat, oil or grease of such character or quantity that unusual attention or expense is required to handle such materials by the Regional District collection system or sewage treatment plants.
 - (iii) gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid solid or gas.
 - (iv) household garbage.
 - (v) ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or other solid or viscous substance capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewage works.
 - (vi) waters or wastes having pH lower than 5.5 or above 12.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, biological sewage treatment processes, or personnel of the sewage works.
 - (vii) waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
 - (viii) waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment facility.

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Peace River Regional District
By-Law No. 835, 1993

- (ix) gas or substances capable of creating a public nuisance.
- (x) water or waste containing a radioactive substance.
- (c) Grease, oil and sand interceptors shall be required on private property for all restaurants, garages, gasoline service stations and vehicle and equipment washing establishments; interceptors shall be required for other types of businesses when in the opinion of the Building Inspector they are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable wastes, sand and other harmful substances, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Building Inspector and shall be so located as to be readily and easily accessible for cleaning and inspection. Where installed, all grease, oil and sand interceptors shall be maintained by the property owner at the property owner's expense in continuously efficient operation at all times.
- (d) In case any blockage, either wholly or in part, of public sewage works is caused by reason of failure, omission or neglect to comply strictly with the foregoing provisions, the owner, proprietor or occupier concerned therein shall, in addition to any penalty for infraction of the provisions hereof, be liable to the Regional District for all costs of clearing such blockage and for any other amount for which the Regional District may be liable because of such blockage.
- (e) No person shall discharge or cause to be discharged into any sewer industrial waste in a greater volume than 5,000 gallons per month without obtaining an approval so to do from the Building Inspector in the manner provided in this by-law, but no such approval shall be given by the Building Inspector until:
 - (i) such person has made application in writing for permission to discharge industrial waste into the Regional District system, and
 - (ii) such applicant shall have provided to the Building Inspector the chemical and physical analysis, quantity and rate of discharge of sewage proposed to be so discharged, and any other information that is reasonably required, including all pertinent information relating to any proposed pre-treatment before discharge; and
 - (iii) the application has been formally approved in writing;and the applicant shall comply with subsections (a), (b) and (c) of this section irrespective of the volume of waste proposed to be discharged.
- (f) Where preliminary treatment of industrial waste is required to make it comply with the standards set out in this by-law, such facilities and equipment as are required shall be provided at the applicant's expense and shall be maintained continuously in satisfactory and effective operation by the applicant at the applicant's expense.

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Peace River Regional District
By-Law No. 835, 1993

- (g) Effluent discharges to the sewage collection system are to be metered to determine user fees as set out in the Charlie Lake Sewage User Fee By-Law.
- (h) All measurements, tests and analyses of the characteristics of industrial waste, sewage or water to which reference is made in this by-law shall be determined in accordance with Standard Methods, and shall be determined at the control manhole provided for in Schedule 'B' of this by-law, or from suitable samples taken within the industrial premises.
- (i) If in the Building Inspector's opinion there is evidence that oversized solids are entering the Regional District sewer system from any sewer connection then the Regional District may require, at the property owner's expense, the installation of a bar screen between the septic tank and the Regional District sewer system. The bar screen shall have minimum three-quarter inch openings and shall be removable, but locked in place with the key in the possession of the Building Inspector. It shall be the responsibility of the person discharging waste through that connection to remove any solids collected on the screen and dispose of these solids in an approved manner. The Regional District shall not be responsible in any way for any disruption of service which may occur due to blockage of the screen by solids.

POWER AND AUTHORITY OF INSPECTORS

8. The Building Inspector and other duly authorized employees of the Regional District bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this by-law. If such inspection discloses any failure, omission or neglect to clean out septic tanks or pumps, or discloses any defect in the location, construction, design or maintenance of any of the sewer system, the person making such inspection shall in writing notify the owner, proprietor or occupier to rectify, at such person's expense, the failure, omission, neglect or defect. In the event of continued non-compliance, the sewage disposal permit may be cancelled and the connection to the Regional District sewer system may be shut off until such time as proper maintenance or alterations have been made.
- X

PENALTIES

9. (a) (i) If the owner or occupier of any building, which building under the provisions of this by-law is required to be connected with the public sewer, shall neglect or refuse to make or repair such required connection in accordance with the provisions of this by-law for a period of sixty (60) days after notice in writing, which has been given to him personally or by registered mail, by the Building Inspector, or to prosecute the work without delay, or to the satisfaction of the Regional District then and in that case the Regional District may, at the expense of the person who is in default, make or repair the said connections and the Regional District may recover the expenses thereof in like manner as taxes.

Peace River Regional District
By-Law No. 835, 1993

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- (ii) The person giving such notice shall post a copy of the notice on the front door or some other conspicuous part of the building referred to in the notice. No person shall tear down or deface any notice so posted.
- (b) No person shall continue in violation of any provisions of this by-law for more than sixty (60) days after receiving written notice from the Regional District of such violation. Such notice shall be sufficiently served if forwarded by registered mail to the owner.
- (c) A person who is convicted of an offence under this by-law shall be liable, on summary conviction, to a fine not exceeding Two Thousand Dollars (\$2,000.00) and the costs of prosecution for each day of the continuance of the offence.

GENERAL

- 10. (a) In case of any dispute as to the proper charges to which any property is subject by reason of the provisions herein contained, the matter shall be referred to the Regional District Building Inspector and where the dispute is not then settled to the satisfaction of a property owner such owner may refer the matter to the Charlie Lake Local Community Commission, and if still not satisfactory, refer to the Regional Board.
- (b) If any section, subsection, sentence, clause or phrase in this by-law is for any reason held to be invalid by a decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of the by-law.

READ A FIRST TIME this 28th day of January, 1993.
READ A SECOND TIME this 28th day of January, 1993.
READ A THIRD TIME this 26th day of August, 1993.
RECONSIDERED, FINALLY PASSED AND ADOPTED this 26th day of August, 1993.

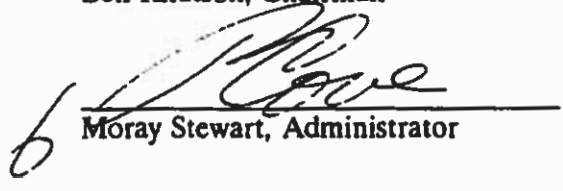
CERTIFIED a true and correct copy of
"Charlie Lake Sewage Regulation By-Law
No. 835, 1993"

THE CORPORATE SEAL of the Peace
River Regional District was hereto affixed
in the presence of:


Moray Stewart, Administrator

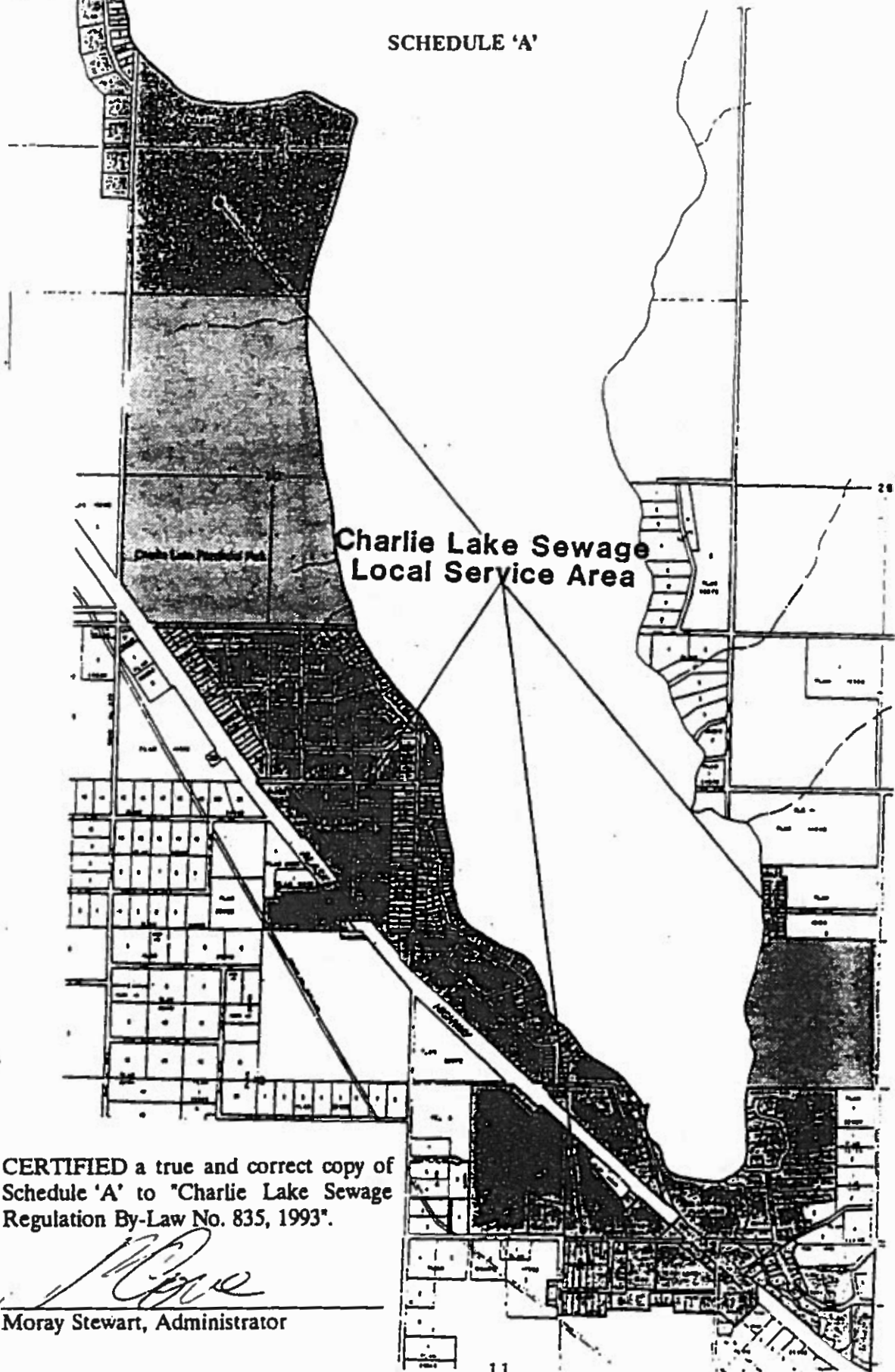

Ben Knutson, Chairman

[BY-LAW, REG/BL-835, REG]


Moray Stewart, Administrator

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SCHEDULE 'A'



CERTIFIED a true and correct copy of
Schedule 'A' to "Charlie Lake Sewage
Regulation By-Law No. 835, 1993".

[Signature]
Moray Stewart, Administrator

B-2'

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SCHEDULE 'B'

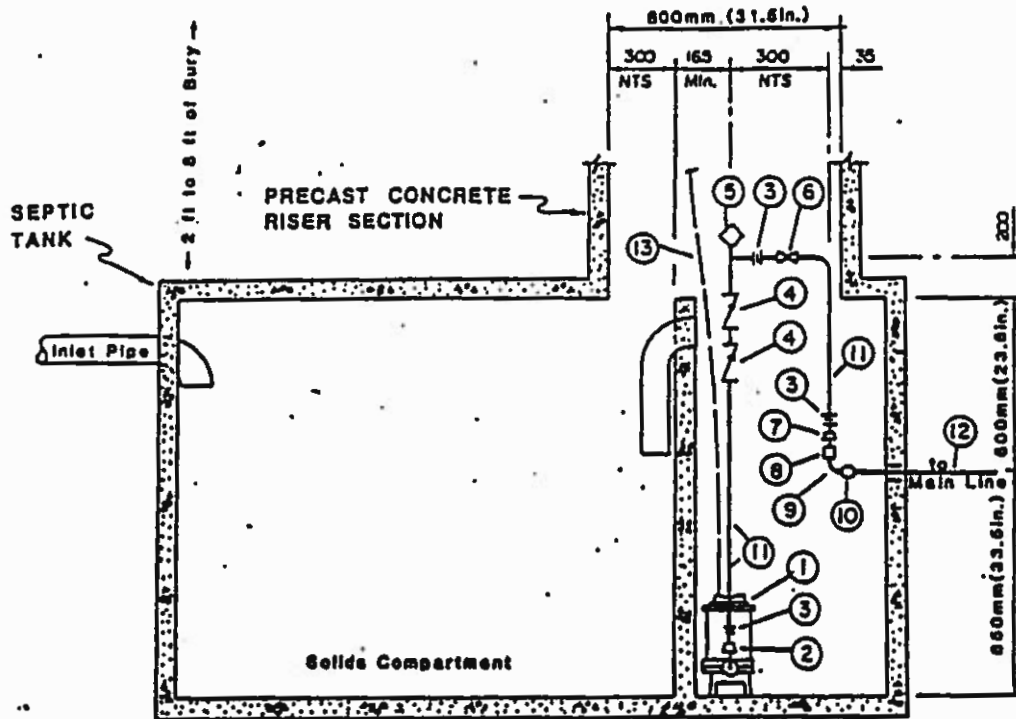
TECHNICAL SPECIFICATIONS FOR ON-SITE WORKS

1. Septic tanks for use on private property for connection to the Public Sewer shall:
 - (a) be CSA approvable;
 - (b) have a minimum of 4,546 litres (1,000 gallons) liquid capacity;
 - (c) be water tight;
 - (d) be constructed of sulphate resistant concrete;
 - (e) have two compartments with the first compartment being a minimum of 2,730 litre (600 gallon) liquid capacity. Two or more septic tanks may be installed and used in series provided they meet or exceed the requirements of this Schedule;
 - (f) be designed, constructed and installed to withstand the imposed loading to which it will be subjected from its depth of bury, in accordance with good engineering practice;
 - (g) provide access for each compartment with each access having minimum internal opening dimension of 50 cm (20 inches) and they shall be constructed of concrete and be provided with concrete covers, including handles;
 - (h) be located to provide a minimum fall of .4 cm (1/8 inch) per 30 cm (1 ft.) in the building drain and building sewer to the septic tank;
 - (i) be located not less than
 - (i) 15 m (50 ft.) from a source of domestic water;
 - (ii) 1 m (3 ft.) from a parcel boundary;
 - (iii) 1 m (3 ft.) from a building; and
 - (iv) 3 m (10 ft.) from a domestic water pipeline;
 - (j) in addition to the above requirements, meet or exceed the specifications and layout of piping, valves and connections as noted in the diagram below:
 - 1 Effluent Pump
 - 2 Reducer/Increaser to 32 mm dia.
 - 3 32 mm Union (three required)
 - 4 32 mm Check Valve (two required)
 - 5 32 mm Anti-siphon Valve (when required)
 - 6 32 mm Isolation Valve (Ball type)
 - 7 32 mm x 38 mm Reducer
 - 8 38 mm Threaded to Solvent Weld Adaptor
 - 9 38 mm - 90° Threaded Elbow
 - 10 38 mm Brass Pack Joint (Compression) Coupler to PE pipe with Male I.P. Threads complete with stainless steel stiffener

98/08/26

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11 32 mm PVC Pipe - 160 p.s.i., municipal tubing
12 38 mm PVC Pipe - Schedule 80, municipal tubing
13 9 mm Nylon Rope connected to Pump, attach to hook installed in access



2. The effluent pump, to be supplied by the property owner for installation in the septic tank as shown in the diagram above, shall meet the standards and specifications of the "Hydromatic" submersible effluent pumps (SPD50H and SKHD 150) installed during the original installation of the sanitary sewage collection system. The effluent pump shall not have less than 1/2 horsepower or more than 1 1/2 horsepower and they must be approved by the building inspector of the Regional District.

CERTIFIED a true and correct copy of
Schedule 'B' to "Charlie Lake Sewage
Regulation By-Law No. 835, 1993".

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B-2b.

Schedule N — PRRD Purchasing Policy

Peace River Regional District Purchasing Policy Procedures

(July 2014)



Peace River Regional District

PURCHASING POLICY

The Regional Board approves the following purchasing policy for the Peace River Regional District:

Up to \$3,000	Best possible price
\$3,001 to \$15,000	3 oral or written prices
\$15,001 to \$50,000	3 written bids/tenders
Over \$50,000	Public Tender Process

These represent the minimum purchasing requirements. The policy does not prevent the minimum standards to be exceeded.

The Board may reserve the right to waive policy.

Adopted by Board: July 24, 2014 / Resolution No. RD/14/07/15 (24)

Peace River Regional District Purchasing Policy Procedures

(July 2014)

Policy Statement

The Peace River Regional District recognizes the need to control expenditures and ensure that the best value is achieved when purchasing goods and services, thereby maintaining fiscal responsibility. Purchasing policies and procedures represent an important step toward obtaining this goal. Therefore, it shall be the responsibility of all employees having authorization to make purchases to follow policies as herein set forth.

Goal

The intent of this policy is to make clear the general principles that are to be followed in the course of purchasing goods and services. The objective is to establish practices that will provide as cost-effective, timely and efficient purchasing as possible while maintaining a high degree of equal opportunity for qualified suppliers and a high standard of financial stewardship. While adhering to the goals and objectives, the Regional District will endeavour to purchase goods and services that are environmentally friendly.

Budget

All purchasing is authorized through inclusion in and by the adoption of the Financial Plan, except when authorized under the Emergency Purchasing Section of this policy. Purchases prior to the adoption of the current year Financial Plan are to be for normal, routine operations.

All tenders/RFPs/quotes/prices that exceed the amount authorized in the Financial Plan must be remedied by one of the following methods:

- a. rejection; or
- b. Department Head to work with the Chief Financial Officer to make adjustments within that specific function that allows the over-budget to be offset by an under-budget within that same function, while not eliminating or reducing a required approved project/purchase from that function; or
- c. Board, or delegated authority, approval for additional funding from reserves or other appropriate funding sources.

Purchasing (goods and services net of recoverable taxes)

Purchases of recurring items from regular suppliers such as airline tickets, office supplies, etc., are to be reviewed periodically to ensure that the best value is being received.

1. Purchases up to \$3,000

To be acquired and approved by Department Head (per "Approvals" list included in this policy) on a best possible price/value basis. Goods and services less than \$500 may be acquired by employees, with Department Head authorization. A *purchase record** is not required for purchases up to \$3,000 but is recommended as backup and proof of receiving the best price/value.

2. Purchases from \$3,001 to \$15,000

To be acquired by a process of obtaining three (3) bids/quotes/prices. Prices may be obtained verbally, in writing, from internet, or from catalog. A *purchase record** must be completed.

Purchase Record: A record of prices obtained and the final selection. A purchase record is not required for contracts/agreements, on-going operational (ie telephone, hydro, etc.), payroll related payments (ie Receiver General, Pension, medical, etc.), or grants. A Purchase Record is to be completed and kept on hand by the Department Head for attachment to the invoice when authorizing it for payment or if not attached to the invoice, it is to be forwarded to the Finance Department who will file it in the vendor's file but will not be matching or comparing to the invoice details.*

Peace River Regional District Purchasing Policy Procedures

(July 2014)

3. Purchases from \$15,001 to \$50,000; or
Multi-year: 3 years or less term and more than \$15,001 and less than \$50,000 total value

Purchases must be done by way of written bids/tenders, unless otherwise approved by Board. Bids/tenders may be solicited by the Regional District by means of verbal or written invitations to a minimum of 3 selected suppliers or by public advertisement placed in the appropriate newspaper(s), the PRRD Website and/or other applicable mediums to solicit the best responses. The method of soliciting bids/tenders will be determined by the Department Head. Approval of bids/tenders and awarding of contracts is authorized by the Chief Administrative Officer with no requirement to report to the Board if the selected bid/tender is within budget and has been included in the adopted Financial Plan - unless it is not the lowest, then Board approval is required. A *Purchase Record** is to be completed.

4. Greater than \$50,001 value; or
Multi-year: more than a 3-year term (to a maximum of a 5-year term) and more than \$50,001 total value

To be acquired by way of public tender process.

- a. Advertising for public tender to be placed in the appropriate newspaper(s), the PRRD Website, BC Bid and other applicable mediums to solicit the best responses.
- b. Approval of bids/tenders and awarding of contracts is authorized by Board resolution.

Single Source Purchases

An authorized Department Head may negotiate a purchase without inviting offers from suppliers if there exists only a single supplier from whom the purchase can be made, or there are repetitive purchases where prices have been determined through previous competitive bidding.

Joint Projects With a Municipality

When undertaking joint projects with a municipality, the purchasing policy is considered to be followed as long as the tender or proposal call process has been done by either the municipality or the regional district.

Emergency Purchasing

The Chief Financial Officer shall have authority to bypass normal procedures in the event of disaster, labour dispute, emergency or where the cost or delay to the Regional District would be prohibitive. Where an item is only available from a single supplier, the Department Head is authorized to take whatever action is necessary to secure the most beneficial contract for the Regional District.

In the event of an emergency on weekends or after hours, the employee handling the emergency is authorized to make the necessary purchases to remedy the situation with verbal approval of the Department Head or the Chief Administrative Officer or the Chief Financial Officer. All expenditures made must be reported to the Department Head the next working day, at which time the necessary paperwork will be done to ensure compliance with the purchasing procedures.

Rights and Responsibilities

The Peace River Regional District reserves the right to reject any or all bids/tenders. The lowest will not necessarily be accepted if other criteria is considered (such as delivery date, guarantees, past experiences, etc.). The Peace River Regional District reserves the right to waive informalities in or reject any or all bids/tenders or accept the bid/tender deemed most favourable to the interest of the Peace River Regional District. All bids/tenders over \$3,000 that are not the lowest must be submitted to the Board for approval.

Any variance from this Purchasing Policy is to be reported to the Chief Financial Officer immediately.

Peace River Regional District Purchasing Policy Procedures

(July 2014)

Authorization

All invoices and purchases must be authorized by Department Head, or designated alternate if Department Head is not available. Exceptions to the Department Head authorization are indicated below (**).

Department Head

Alternate

Chief Administrative Officer (CAO).....	Deputy Chief Administrative Officer
Deputy Chief Administrative Officer (DCAO).....	Chief Administrative Officer
Corporate Officer (CO).....	Deputy Chief Administrative Officer
Chief Financial Officer (CFO)	Chief Administrative Officer
** Assistant Treasurer - payroll invoices only	Chief Financial Officer
General Manager of Environmental Services	Deputy Chief Administrative Officer
** Solid Waste Manager - All Solid Waste only	GM of Environmental Services
** Invasive Plant Manager – All Invasive Plant only.....	GM of Environmental Services
General Manager of Development Services	Ass't Manager of Development Services
** Ass't Man. of Dev. Services – ALR & Dept. Refunds only	GM of Development Services
Manager of Community Services	Deputy Chief Administrative Officer

In the event that both the Department Head and Alternate are unavailable, and the invoice must be paid to meet due dates, it may be authorized by the CFO (or CAO if the CFO unavailable). Approvals may be obtained by email ensuring the body of the mail includes the name of the payee and amount – not just approval for the “attached”.

Other Approvals

Communications Manager/Commission Liaison:

- approves invoices based on budget; and
- Corporate Officer authorizes payment

North Peace Economic Development Officer:

- authorizes invoices (not including expense claims and credit card charges) based on the Commission's approved budget (and makes financial reports to Commission of such);
- Communications Manager/Commission Liaison approves expense claims and credit card charges; and
- Chief Administrative Officer authorizes expense claims and credit card charges

Charlie Lake Fire Department:

- Chief (or Deputy Chief in Chief's absence) approves invoices; and
- Manager of Community Services authorizes payment

Department Head Expense Claims and Credit Card charges are to be authorized by the CAO

Staff members may be requested by Department Heads to review and approve invoices as correct, but the Department Head MUST authorize the invoice for payment.

Examples: 1) Shop supplies may be ordered and approved by the Field Services Supervisor but the Solid Waste Manager must still authorize the invoice for payment; and 2) office supplies may be ordered and approved as received by the Corporate Services Coordinator but the Corporate Officer must still authorize the invoice for payment. Note that some items overlap such as vehicles where the GM of Environmental Services approves all invoices associated with all fleet vehicles.

Approval is confirmation that the information on the invoice is correct.

Authorization is confirmation that the invoice is correct, the coding is correct, the budget is in place, it is a proper and legal purchase, and authorizing is accepting responsibility for the payment.

Note that some invoices will have both approval and authorization whereas others will have authorization only. Once authorized, invoices will be processed and paid.

Peace River Regional District Purchasing Policy Procedures

(July 2014)

Corporate Credit Cards (Purchasing Cards "P-Cards")

The following will be issued credit cards with a maximum limit of \$5,000:

Chief Administrative Officer

Deputy Chief Administrative Officer

Corporate Officer

GM of Environmental Services

GM of Development Services

Manager of Community Services

Charlie Lake Fire Department Chief

The Chief Financial Officer will be issued a credit card with a maximum limit of \$20,000 for use as the "Corporate" credit card.

The Executive Secretary will use the "Corporate" credit card for Regional District business such as Board travel bookings, Board gift purchases, meetings, etc. The Executive Secretary will approve invoices, back-up and paperwork and submit for attachment to the credit card statement that will be authorized by the CFO. The Executive Secretary will use the appropriated department issued credit card to book travel for that department, if requested to book for them.

Purchases that require use of a credit card must follow all of the purchasing procedures, limits, etc. contained in this policy, including completion of a purchase record when applicable.

The credit card is to be used only if the purchase cannot be invoiced to the Regional District (ie hotel bookings, US purchases (*only if unable to be obtained in Canada*), on-line purchases unable to be purchased locally and/or invoiced to the Regional District, restaurants, etc.).

The card holder is to ensure all invoices, back-up and paperwork is coded, approved and submitted to the Finance Department immediately for attachment to the credit card statement.

Credit card statements, with all approved paperwork attached, is to be authorized for payment per the "Approvals" contained in this policy.

Employees are responsible for any unauthorized use of their corporate credit card.

Employees shall return the corporate credit card upon leaving employment with the PRRD.

Corporate Credit Card Travel Points

All corporate credit card travel points are accumulated on the CFO's corporate credit card that the Executive Secretary will use to book travel for Directors and/or staff when appropriate.

Personal Credit Cards

Personal credit cards shall not be used by anyone that has been issued a corporate credit card. Anyone not issued a corporate credit card may use their personal credit card following the same criteria as the corporate credit card (only if the purchase cannot be invoiced to the RD - ie hotels, US purchases that cannot be obtained in Canada, on-line purchases unable to be purchased locally and/or invoiced to the Regional District, restaurants, etc.). All personal credit card reimbursements are to be claimed via an Expense Statement.

Statement of Financial Information (SOFI)

Employee expense statements and credit card charges are included in the total for the SOFI report that is presented at a Board meeting for public information. The exception is a reimbursement for something paid for the RD (ie paying for a fax machine somewhere that does not have an RD account).

Peace River Regional District Purchasing Policy Procedures

(July 2014)

SAMPLE Only
May be changed as required

PURCHASE RECORD

Department: _____

Date: _____ Completed By: _____

Item Description: _____ Price: _____

Charge to: GL Name _____ GL # _____

Selected Vendor Information (# 1 2 3 from below) OR Single Source Purchase ☐

Vendor Name: _____

Address: _____

Other Info: _____

Quotes/Bids/Prices

1. Vendor: _____ Price: _____

Obtained Via: a) Written Submission ☐ *Attached* Dated: _____

b) Phone # _____ Contact Name: _____

c) Internet ☐ *Attached* Website: _____

d) Catalog ☐ *Attached* OR Catalog Name _____ Date _____ Page # _____

2. Vendor: _____ Price: _____

Obtained Via: a) Written Submission ☐ *Attached* Dated: _____

b) Phone # _____ Contact Name: _____

c) Internet ☐ *Attached* Website: _____

d) Catalog ☐ *Attached* OR Catalog Name _____ Date _____ Page # _____

3. Vendor: _____ Price: _____

Obtained Via: a) Written Submission ☐ *Attached* Dated: _____

b) Phone # _____ Contact Name: _____

c) Internet ☐ *Attached* Website: _____

d) Catalog ☐ *Attached* OR Catalog Name _____ Date _____ Page # _____

Indicate If Additional Information / Notes On Back

Purchase Records are to ensure purchasing policies are followed and are the responsibility of the Department Head. The Department Head will hold the completed Purchase Record and attach it to the invoice when authorizing payment. If not attached to the invoice, the Finance Department will file it in the vendor's file but will not match or compare to the invoice.

Peace River Regional District Purchasing Policy Procedures

(July 2014)

By signing this, I hereby agree that when authorizing invoices for payment I am responsible for ensuring that:
1) the invoice is correct, 2) the coding is correct, 3) the budget is in place, and 4) it is an appropriate and legal purchase.
And furthermore, by authorizing invoices for payment I am accepting responsibility for the payment.

<u>Name</u>	<u>Approval (only) Or Authorize</u> (includes approval)	<u>Title</u>	<u>Signature</u> (confirmation of the above statement)	<u>Initials</u> (samples of normal & quick)
	Authorize	Chief Administrative Officer		
	Authorize	Deputy Chief Administrative Officer		
	Authorize	Chief Financial Officer		
	Authorize	Corporate Officer		
	Authorize	GM of Development Services		
	Authorize	GM of Environmental Services		
	Authorize	Manager of Community Services		
	Approval Only	Communications Manager / Commission Liaison		
	Approval Only for Expense Statements & Credit Cards & Authorize Other Invoices	North Peace Economic Development Officer		
	Authorize Invasive Plants Invoices Only	Manager of Invasive Plants		
	Authorize Solid Waste Invoices Only	Solid Waste Manager		
	Authorize Payroll Invoices Only	Assistant Treasurer		
	Approval & Authorize ALR/Planning Refunds	Assistant Manager of Development Services		
	Approval Only	Charlie Lake Fire Department Chief		