

**GREATER VANCOUVER WATER DISTRICT (GVWD)
BOARD OF DIRECTORS**

REGULAR BOARD MEETING

Friday, September 23, 2022

9:15 A.M.

**Meeting conducted electronically pursuant to the Procedure Bylaw
28th Floor Boardroom, 4515 Central Boulevard, Burnaby, British Columbia
Webstream available at <http://www.metrovancover.org>**

[Membership and Votes](#)

A G E N D A¹

A. ADOPTION OF THE AGENDA

1. September 23, 2022 Regular Meeting Agenda

That the GVWD Board adopt the agenda for its regular meeting scheduled for September 23, 2022 as circulated.

B. ADOPTION OF THE MINUTES

1. July 29, 2022 Regular Meeting Minutes

That the GVWD Board adopt the minutes for its regular meeting held July 29, 2022 as circulated.

pg. 4

C. DELEGATIONS

D. INVITED PRESENTATIONS

E. CONSENT AGENDA

Note: Directors may adopt in one motion all recommendations appearing on the Consent Agenda or, prior to the vote, request an item be removed from the Consent Agenda for debate or discussion, voting in opposition to a recommendation, or declaring a conflict of interest with an item.

¹ Note: Recommendation is shown under each item, where applicable. All Directors vote unless otherwise noted.

1. WATER COMMITTEE REPORTS

1.1 **Award of Contract Resulting from Request for Proposal (RFP) No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3** *pg. 8*

That the GVWD Board:

- a) authorize an increase of the budget for the Detailed Design phase of the Cape Horn Pump Station No. 3 (CHPS3) project in the amount of \$4,000,000 from known savings on other projects, bringing the revised total budget for this phase of the project to \$9,600,000; and
- b) approve award of a contract for the Detailed Design services (Phase A) in the amount of up to \$7,566,020 (exclusive of taxes) to Stantec Consulting Ltd. resulting from Request for Proposal (RFP) No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3, subject to final review by the Commissioner; and
- c) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

1.2 **Award of Contract Resulting from Request for Proposal (RFP) No. 22-197: Kennedy Newton Main – Phase 3 Scott Road Section** *pg. 13*

That the GVWD Board:

- a) approve the award of a contract in the amount of \$10,286,500. (exclusive of taxes) to Matcon Civil Constructors Inc. resulting from RFP No. 22-197: Kennedy Newton Main - Phase 3 Scott Road Section, subject to final review by the Commissioner; and
- b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

1.3. **Award of Contract Resulting from Request for Proposal (RFP) No. 21-306: Supply and Delivery of Sodium Carbonate for Coquitlam Water Treatment Plant** *pg. 18*

That the GVWD Board:

- a) approve award of a contract in an amount of up to \$6,863,300 (exclusive of taxes) to Brenntag Canada Inc., for an initial 3-year term, resulting from Request for Proposal (RFP) No. 21-306: Supply and Delivery of Sodium Carbonate to Coquitlam Water Treatment Plant, subject to final review by the Commissioner; and
- b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

1.4 **Coquitlam River Watershed Roundtable – Contribution Agreement 2023-2026** *pg. 21*

That the GVWD Board approve the Contribution Agreement between the Greater Vancouver Water District and the Watershed Watch Salmon Society for a four-year term and annual contribution of \$34,000 plus 3% per year, commencing on January 1, 2023 and ending on December 31, 2026.

2. FINANCE COMMITTEE REPORTS

2.1 GVS&DD and GVWD Request for Bylaw Notice Authority

pg. 48

That the GVWD Board direct staff to work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, applying the Act to the Greater Vancouver Water District.

F. ITEMS REMOVED FROM THE CONSENT AGENDA

G. REPORTS NOT INCLUDED IN CONSENT AGENDA

H. MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

I. OTHER BUSINESS

J. BUSINESS ARISING FROM DELEGATIONS

K. RESOLUTION TO CLOSE MEETING

Note: The Board must state by resolution the basis under section 90 of the Community Charter on which the meeting is being closed. If a member wishes to add an item, the basis must be included below.

That the GVWD Board close its regular meeting scheduled for September 23, 2022 pursuant to the *Community Charter* provisions, Section 90 (1) (e) as follows:

“90 (1) A part of a board meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (e) the acquisition, disposition or expropriation of land or improvements, if the board or committee considers that disclosure could reasonably be expected to harm the interests of the regional district.”

L. RISE AND REPORT (Items Released from Closed Meeting)

M. ADJOURNMENT/CONCLUSION

That the GVWD Board adjourn/conclude its regular meeting of September 23, 2022.

**GREATER VANCOUVER WATER DISTRICT
BOARD OF DIRECTORS**

Minutes of the Regular Meeting of the Greater Vancouver Water District (GVWD) Board of Directors held at 10:51 a.m. on Friday, July 29, 2022 in the 28th Floor Boardroom, 4515 Central Boulevard, Burnaby, British Columbia.

MEMBERS PRESENT:

Burnaby, Chair, Director Sav Dhaliwal
North Vancouver City, Vice Chair Director
Linda Buchanan*
Anmore, Director John McEwen*
Belcarra, Director Jamie Ross*
Burnaby, Director Pietro Calendino*
Burnaby, Director Mike Hurley*
Coquitlam, Director Craig Hodge*
Coquitlam, Director Richard Stewart
Delta, Director George Harvie*
Delta, Director Jeannie Kanakos*
Electoral Area A, Director Jen McCutcheon*
Langley City, Director Gayle Martin*
Langley Township, Director Jack Froese*
Langley Township, Director Kim Richter*
Maple Ridge, Director Mike Morden*
New Westminster, Director Jonathan Coté*
North Vancouver District, Director Lisa Muri*
Pitt Meadows, Director Bill Dingwall*

Port Coquitlam, Director Brad West*
Port Moody, Director Rob Vagramov*
Richmond, Director Malcolm Brodie*
Richmond, Director Harold Steves*
Surrey, Director Linda Annis*
Surrey, Director Doug Elford*
Surrey, Director Laurie Guerra*
Surrey, Director Doug McCallum*
Surrey, Director Allison Patton*
Vancouver, Director Christine Boyle*
Vancouver, Director Adriane Carr*
Vancouver, Director Melissa De Genova*
Vancouver, Director Lisa Dominato
Vancouver, Alternate Director Pete Fry* for
Kennedy Stewart
Vancouver, Director Colleen Hardwick*
Vancouver, Director Michael Wiebe
West Vancouver, Director Mary-Ann Booth*
Commissioner Jerry W. Dobrovlny
(Non-voting member)

MEMBERS ABSENT:

Surrey, Director Mandeep Nagra
Tsawwassen, Director Ken Baird

STAFF PRESENT:

Chris Plagnol, Corporate Officer
Natalia Melnikov, Legislative Services Coordinator, Board and Information Services

*denotes electronic meeting participation as authorized by Section 3.6.2 of the *Procedure Bylaw*

A. ADOPTION OF THE AGENDA

1. July 29, 2022 Regular Meeting Agenda

It was MOVED and SECONDED

That the GVWD Board adopt the agenda for its regular meeting scheduled for July 29, 2022 as circulated.

CARRIED

B. ADOPTION OF THE MINUTES

1. June 24, 2022 Regular Meeting Minutes

It was MOVED and SECONDED

That the GVWD Board adopt the minutes for its regular meeting held June 24, 2022 as circulated.

CARRIED

2. July 7, 2022 Regular Joint Board Meeting Minutes

It was MOVED and SECONDED

That the GVWD Board adopt the minutes for the regular joint meeting of the MVRD, MVHC, GVWD and GVS&DD Boards held July 7, 2022 as circulated.

CARRIED

C. DELEGATIONS

No items presented.

D. INVITED PRESENTATIONS

No items presented.

E. CONSENT AGENDA

No items presented.

F. ITEMS REMOVED FROM THE CONSENT AGENDA

No items presented.

G. REPORTS NOT INCLUDED IN CONSENT AGENDA

1.1 GVWD Temporary Borrowing Bylaw No. 258, 2022

Report dated June 27, 2022, from Linda Sabatini, Acting Director, Financial Operations, seeking the GVWD Board's approval for temporary borrowing through the Metro Vancouver Regional District and the Municipal Finance Authority of British Columbia, for anticipated capital infrastructure activities, for an amount, or amounts in the aggregate, not exceeding \$268 million dollars, the

remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized.

It was MOVED and SECONDED

That the GVWD Board:

- a) authorize Metro Vancouver Regional District (“MVRD”) to temporary borrow on behalf of GVWD an amount, or amounts in aggregate, not exceeding \$268 million dollars, the remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized; and
- b) give first, second and third readings to “*Greater Vancouver Water District Temporary Borrowing Bylaw Number 258, 2022*” and forward to the Inspector of Municipalities for statutory approval.

CARRIED

H. MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

No items presented.

I. OTHER BUSINESS

1. GVWD Board Committee Information Items and Delegation Summaries

It was MOVED and SECONDED

That the GVWD Board receive for information the GVWD Board Committee Information Items and Delegation Summaries, dated July 29, 2022.

CARRIED

J. BUSINESS ARISING FROM DELEGATIONS

No items presented.

K. RESOLUTION TO CLOSE MEETING

It was MOVED and SECONDED

That the GVWD Board close its regular meeting scheduled for July 29, 2022 pursuant to the *Community Charter* provisions, Section 90 (1) (g) and (i) as follows:

“90 (1) A part of a board meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (g) litigation or potential litigation affecting the regional district; and
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.”

CARRIED

L. RISE AND REPORT (Items Released from Closed Meeting)

No items presented.

M. ADJOURNMENT/CONCLUSION

It was MOVED and SECONDED

That the GVWD Board adjourn its regular meeting of July 29, 2022.

CARRIED

(Time: 10:53 a.m.)

CERTIFIED CORRECT

Chris Plagnol, Corporate Officer

Sav Dhaliwal, Chair

54322269 FINAL

To: Water Committee

From: Goran Oljaca, Director, Engineering and Construction, Water Services
Roy Moulder, Director, Procurement, Procurement and Real Estate Services

Date: August 4, 2022 Meeting Date: September 7, 2022

Subject: **Award of Contract Resulting from Request for Proposal (RFP) No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3**

RECOMMENDATION

That the GVWD Board:

- a) authorize an increase of the budget for the Detailed Design phase of the Cape Horn Pump Station No. 3 (CHPS3) project in the amount of \$4,000,000 from known savings on other projects, bringing the revised total budget for this phase of the project to \$9,600,000; and
 - b) approve award of a contract for the Detailed Design services (Phase A) in the amount of up to \$7,566,020 (exclusive of taxes) to Stantec Consulting Ltd. resulting from Request for Proposal (RFP) No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3, subject to final review by the Commissioner; and
 - c) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.
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EXECUTIVE SUMMARY

The Cape Horn Pump Station No. 3 (CHPS3) project consists of the design and construction of a new pump station to supply water south of the Fraser River. The project includes a connection to the existing Cape Horn Reservoir, existing and future water mains, and a back-up power station for the new CHPS3 and the existing Cape Horn Pump Station No. 2 (CHPS2). As part of the preliminary design, the scope of work for the project has been expanded to include the replacement and decommissioning of the ageing Cape Horn Pump Station No. 1 (CHPS1).

As a result of Request for Qualifications (RFQ) No. 21-370, three experienced firms were shortlisted and invited to respond to the Request for Proposal (RFP). Stantec Consulting Ltd. was identified as the highest ranked proponent offering the best overall value. Based on the evaluation of the proposals received, it is recommended that a contract for Phase A - Detailed Design be awarded to Stantec Consulting Ltd. in the amount of \$7,566,020 (exclusive of taxes).

An increase in project budget is required to incorporate the additional scope of work and complete the detailed design; however, with permanent savings realized from other projects, there will be no increase to the overall approved GVWD Capital budget.

PURPOSE

This report is to advise the GVWD Board of the results of RFP No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3 and to recommend award of the contract for Phase A work in the amount of \$7,566,020 (exclusive of taxes) to Stantec Consulting Ltd.

BACKGROUND

Pursuant to the *GVWD Officers and Delegation Bylaw No. 247, 2014* and the *Procurement and Real Property Contracting Authority Policy*, procurement contracts which exceed a value of \$5 million require the approval of the GVWD Board of Directors.

This report is being brought forward to the Water Committee to consider a recommendation to the GVWD Board to authorize award of a contract for Phase A - Detailed Design Services for the CHPS3.

PROJECT DESCRIPTION

The CHPS3 project consists of the design and construction of a new pump station to supply water south of the Fraser River. The CHPS3 project includes a connection to the existing Cape Horn Reservoir, existing and future water mains, and a back-up power station for the new CHPS3 and the existing CHPS2. As part of the preliminary design, the scope of the work of the project was expanded to include the replacement and decommissioning of the ageing CHPS1.

As a result of RFQ No. 21-370, which was publically advertised on Metro Vancouver and BC Bid websites, three experienced firms were shortlisted and invited to respond to the RFP. The RFP closed on June 24, 2022 and two submissions were received as shown in Table 1.

Table 1: RFP No. 22-074 Proposal Submissions (cost exclusive of taxes)

Proponent	Phase A Detailed Design	Phase B Construction Engineering	Total Cost
AECOM	\$8,818,465	\$9,923,386	\$18,741,851
Stantec	\$7,566,020	\$8,965,086	\$16,531,106

Proposals were evaluated based on 65% technical and 35% financial. The technical component of the proposals was evaluated by staff from the Water Services Department and the financial component was evaluated by staff from the Procurement Division.

Resulting from the evaluation of the proposals, Stantec Consulting Ltd. was identified as the highest ranked and overall best value. Stantec also proposed the lowest cost proposal. The proposed staff are highly experienced and have successfully delivered previous large projects for Metro Vancouver, including the Capilano Pumping Station, and the Seymour Capilano Filtration Plant Projects, which have very similar project challenges as the CHPS3 (i.e. large pumps and flows, and complex integration into multiple water mains). Their performance on these projects has met expectations. The proposed project manager has extensive experience in project management, design and construction of large pumping stations. The proposal demonstrated a thorough understanding of the scope of work for each phase, including identifying and understanding the key issues, providing a well

thought-out methodology and detailed work plan along with appropriate staff capacity, experience and availability. Based on the review of the proposal there were no issues identified that required clarification or negotiation.

The current CHPS3 Detailed Design project budget is \$5,600,000 and is insufficient to accommodate the proposed fees. The allocated funding for the detailed design phase of this project was based on results of the conceptual design and since that time the project expanded to include the replacement of the ageing CHPS1 and associated back-up power supply, as well as an increase in the projected flows that the new pump station will be required to handle in the future. Based on the results of the RFP, the projected cost for CHPS3 Detailed Design, is now \$9,600,000 and a budget increase of \$4,000,000 is required to complete the work. The estimated design fees represent approximately 6% of the overall construction costs, which is within the industry standards for this type of work. This increase to the Detailed Design budget of \$4,000,000 can be offset from permanent savings realized from other projects and there will be no increase to the approved GVWD Capital Budget.

It is recommended to award the Phase A - Detailed Design services from RFP No. 22-074 to Stantec Consulting Ltd. in the amount of up to \$7,566,020 (exclusive of taxes). Prior to completion of Phase A, and subject to funding approval and satisfactory performance of Phase A, the Corporation and Stantec Consulting Ltd. will enter into discussions to reconfirm the fees associated with Phase B services.

ALTERNATIVES

1. That the GVWD Board:
 - a) authorize an increase of the budget for the Detailed Design phase of the Cape Horn Pump Station No. 3 (CHPS3) project in the amount of \$4,000,000 from known savings on other projects, bringing the revised total budget for this phase of the project to \$9,600,000; and
 - b) approve award of a contract for the Detailed Design services (Phase A) in the amount of up to \$7,566,020 (exclusive of taxes) to Stantec Consulting Ltd. resulting from Request for Proposal (RFP) No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3, subject to final review by the Commissioner; and
 - c) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.
2. That the GVWD Board terminate RFP No. 22-074: Consulting Engineering Services for Cape Horn Pump Station No. 3 and direct staff to report back to the Water Committee with options for an alternate course of action.

FINANCIAL IMPLICATIONS

If the GVWD Board approves Alternative 1, the approved project detailed design budget for CHPS3 project would increase from \$5,600,000 to \$9,500,000 to cover the projected costs and a contract will be awarded to Stantec Consulting Ltd. in the amount of \$7,566,020 (exclusive of taxes) to complete the Phase A work.

This amount is above the allocated budget for this portion of the project. The increase to the project budget of \$4,000,000 can be funded by permanent savings realized from the construction of the First Narrows Tunnel Isolation Chamber Improvements, South Delta Main No. 1 Replacement, and Douglas Road Main No. 2 Projects. As a result of these savings there will be no increase to the approved GVWD Capital Budget.

The GVWD Board has the choice not to proceed with Alternative 1, but staff will need further direction in relation to the project if this is decided. Alternative 2 will result in a delay to the project schedule and is anticipated to add additional costs to the overall project.

CONCLUSION

Request for Proposal No. 22-074 was issued for the CHPS3 Consulting Engineering Services and Stantec Consulting Ltd. was identified as offering the technically strongest and lowest cost proposal. The proposed price for Phase A - Detailed Design services exceeds the allocated budget for this task. Based on the evaluation of the proposals and the increased scope of work identified within the preliminary design, it is recommended that the Board increase the allocated project budget in the amount of \$4,000,000 and authorize the Commissioner and the Corporate Officer to award and execute the contract to Stantec Consulting Ltd. in the amount of up to \$7,566,020 (exclusive of taxes). This increase to the detailed design budget of \$4,000,000 can be funded by the savings realized from the construction of the First Narrows Tunnel Isolation Chamber Improvements, South Delta Main No. 1 Replacement, and Douglas Road Main No. 2 Projects.

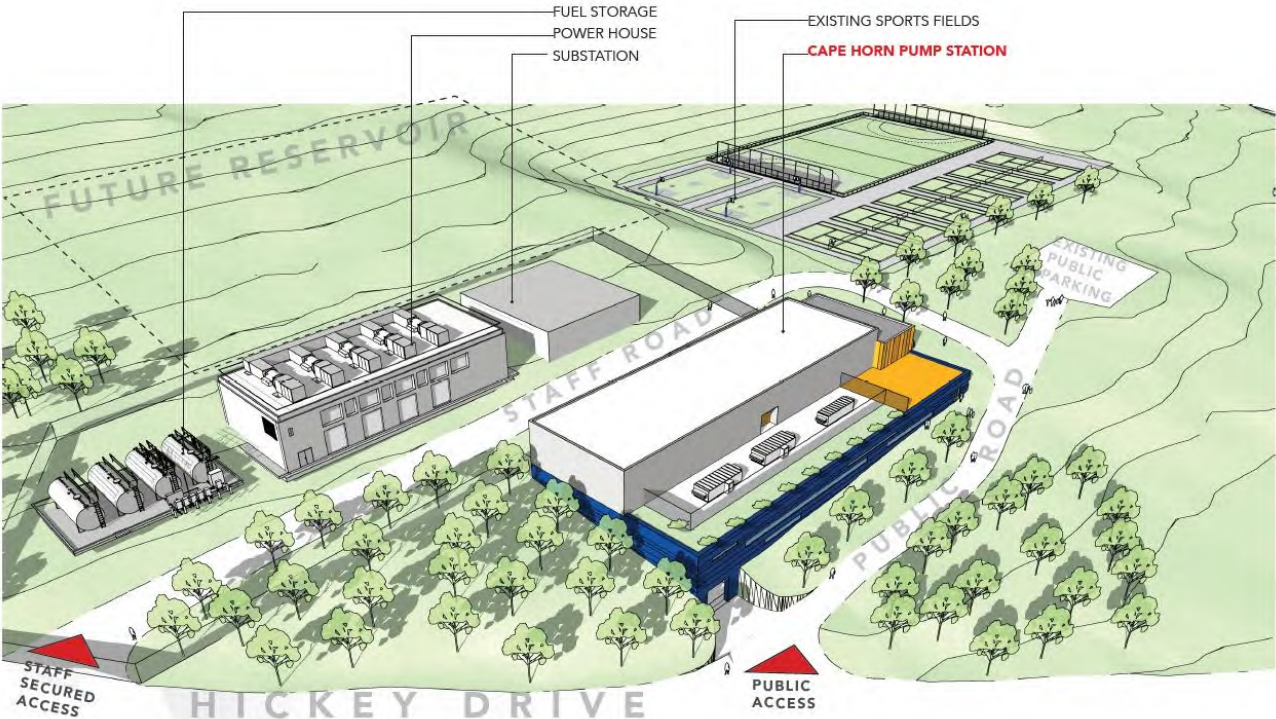
Attachment

Location Plan and Preliminary Design of the Cape Horn Pump Station No. 3

49165822



Location Plan of the Cape Horn Pump Station No. 3



Preliminary Design of the Cape Horn Pump Station No. 3

To: Water Committee

From: Roy Moulder, Director, Procurement, Procurement and Real Estate Services
Goran Oljaca, Director, Engineering and Construction, Water Services

Date: August 4, 2022 Meeting Date: September 7, 2022

Subject: **Award of Contract Resulting from Request for Proposal (RFP) No. 22-197: Kennedy Newton Main – Phase 3 Scott Road Section**

RECOMMENDATION

That the GVWD Board:

- a) approve the award of a contract in the amount of \$10,286,500. (exclusive of taxes) to Matcon Civil Constructors Inc. resulting from RFP No. 22-197: Kennedy Newton Main - Phase 3 Scott Road Section, subject to final review by the Commissioner; and
- b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

EXECUTIVE SUMMARY

Metro Vancouver is constructing Kennedy Newton Main (KNM), between Newton Reservoir and Kennedy Reservoir in the City of Surrey. This new 1.8 metre-diameter, 8 km-long water main will meet growing water demand south of the Fraser River. Construction of Phase 3, the last phase of the project, has been split into three separate contracts in order to address constraints within the local construction industry and to promote participation in the procurement process. The Scott Road section is the first of these sections to be constructed.

The Request for Proposal (RFP) No. 22-197 for the KNM - Phase 3 Scott Road Section of the project was issued to five (5) experienced construction firms. Four (4) proponents responded to the RFP and after evaluation of all the proposals, it was concluded that Matcon was the highest ranked overall, providing the best value to the organization. Their technically superior proposal and excellent track record on previous projects presents the best value for the GVWD on this challenging phase of the KNM project. Based on the evaluation of proposals, it is recommended to award RFP No. 22-197 to Matcon in the amount of \$10,286,500 (exclusive of taxes).

PURPOSE

This report is to advise the GVWD Board of the results of RFP No. 22-197: Kennedy Newton Main - Phase 3 Scott Road Section and to recommend award of the contract in the amount of \$10,286,500 (exclusive of taxes) to Matcon.

BACKGROUND

Pursuant to the *GVWD Officers and Delegation Bylaw No. 247, 2014 (Bylaw)* and the *Procurement and Real Property Contracting Authority Policy (Policy)*, procurement contracts which exceed a value of \$5 million require the approval of the GVWD Board of Directors.

This report is being brought forward to the Water Committee to consider a recommendation to the GVWD Board to authorize the award of a contract for the construction of KNM - Phase 3 Scott Road Section.

PROJECT DESCRIPTION

In order to meet growing water demand south of the Fraser River and increase water supply to the area served by the Kennedy and Newton Reservoirs in the City of Surrey, Metro Vancouver is planning the construction of a 1.8 metre-diameter water main between the Kennedy and Newton Reservoirs, a length of approximately 8 kilometres.

The construction of this new water main was divided into 3 phases. Construction of Phase 1 from 84 Avenue to 72 Avenue was completed in Summer 2021. Phase 2 from 63 Avenue (Newton Reservoir) to 72 Avenue is currently under construction with completion expected in fall 2022.

Phase 3, the final phase of the project, consists of the installation of approximately 2,350 metres of 1.8 metre-diameter steel water main between the Kennedy Reservoir and 84 Avenue. On March 18, 2022, an RFP was posted for the entire length of the project. This RFP was later canceled because four (4) out of the five (5) pre-qualified contractors declined to participate. The reasons provided by contractors for declining included:

- significant project backlogs and labour shortages preventing them from committing to such a large project all at one time,
- the overall complexity of the work and reliance on subcontracted specialty services for a significant portion of the work, including tunneling, concrete chamber construction, steel pipe welding and electrical subcontractors, and
- inflation and escalation within the industry, which added to the risk of bidding on a project with a lengthy construction period (projected timeline for the project is estimated to be between 2 and 3 years).

Based on this feedback and as illustrated in the attachment, construction of Phase 3 of the project was divided into 3 sections in order to mitigate the concerns noted above, to better disperse subcontracted work over three separate contracts, and to foster more participation in each of the RFP processes.

The Scott Road section, the topic of this report, consists of the installation of approximately 450 metres of 1.8 metre-diameter welded steel pipe along 120 Street (Scott Road), between 88 Avenue and 86 Avenue. The schedule and duration of construction of this section is critical and has been closely coordinated with the Cities of Surrey and Delta as well as with Translink, who has upcoming infrastructure upgrades in the area. The work for this section is along a very busy and vital arterial road and as such is subject to strict timelines and traffic management conditions. The contract work also includes the crossing of Nordel Way which is an arterial road and a major connector route to Highway 91.

As a result of RFQ No. 19-372, five experienced firms were shortlisted and invited to respond to the RFP. The RFQ was intended to create a shortlist of experienced firms who would then participate in

linear water projects over the next three years. The RFQ identified approximate annual lengths and diameters required by Water Services over the next 3 years. The RFP for the first section of Phase 3, Scott Road Section, was posted on May 25, 2022. Proposals were received on June 23, 2022, from 4 of the 5 firms. The 4 submissions received are summarized in Table 1.

Table 1: Proposal Submissions (alphabetical order)

Proponent	Proposed Fee (exclusive of taxes)
Clearway Construction Inc.	\$6,794,139.93
JJM Construction Ltd.	\$9,879,700.00
Matcon Civil Constructors	\$10,286,500.00
Sandpiper Contracting LLP	\$8,616,937.50

Proposals were evaluated based on 50% technical and 50% financial. The technical component of the proposals was evaluated by staff within the Water Services Department and the financial component was evaluated by staff within the Procurement Division.

Resulting from the evaluation of all the proposals, Matcon's proposal was ranked the highest. Although, their proposal was not the lowest cost, it was technically the strongest proposal and overall offered the best value. Matcon demonstrated excellent knowledge of the project through their proposal and proposed construction methodology. Their proposal addressed anticipated construction challenges and clearly laid out how these challenges would be addressed. Their proposed project schedule was realistic and met every criteria asked within the RFP. Matcon demonstrated very good project management practices for providing quality control and budget and schedule maintenance. References indicated that Matcon has an excellent record of meeting project schedules and timelines as demonstrated by their latest projects with Metro Vancouver, including the Kennedy Newton Main Phase 1 project, which was completed ahead of schedule and on budget.

The proposal pricing from Matcon is above the Engineer's estimate and the allocated budget for this portion of the project work. The higher than anticipated costs are largely due to significant price escalations in the construction industry, a saturated construction market and lack of available contractors, as well as the schedule critical nature of this section of the work.

Based on the RFP results, the projected costs to complete Phase 3 of the KNM project are higher than the allocated budget specific to this section. However, the budget for the overall project, inclusive of all three sections of Phase 3 has adequate funding to award this portion of the work. It is recommended to award the contract for this section of the work and to monitor the budget as staff procure the services for the remaining sections of the project.

ALTERNATIVES

1. That the GVWD Board:

- a) approve the award of a contract in the amount of \$10,286,500 (exclusive of taxes) to Matcon Civil Constructors Inc. resulting from RFP No. 22-197: Kennedy Newton Main - Phase 3 Scott Road Section, subject to final review by the Commissioner; and
- b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

2. That the GVWD Board terminate Request for Proposal (RFP) No. 22-197: Kennedy Newton Main – Phase 3 Scott Road Section and direct staff to report back to the GVWD Board with options for an alternate course of action.

FINANCIAL IMPLICATIONS

If the GVWD Board approves Alternative 1, a contract will be awarded to Matcon in the amount of \$10,286,500 (exclusive of taxes) to complete the KNM - Phase 3 Scott Road Section of the project work. The proposal submitted by Matcon was identified as offering the technically strongest but highest cost proposal.

The KNM Phase 3 project has adequate funding to award this portion of the work. However, the projections for the remaining work planned for the project indicate that the project budget is inadequate to complete the overall KNM Phase 3 project and that additional funding will be required. Staff will monitor the budget as the installation services for the remaining sections of the project are procured and will request additional funding as required when the overall costs to complete the project are better understood.

The GVWD Board has the choice not to proceed with Alternative 1, but staff will need further direction in relation to the project. Alternative 2 will result in a delay to the project schedule and is anticipated to add additional costs to the overall project.

CONCLUSION

Request for Proposal No. 22-197 was issued for the construction of Kennedy Newton Main - Phase 3 Scott Road Section and Matcon Civil Constructors Inc. was identified as offering the technically strongest and highest ranked compliant proposal. Matcon's proposed fee is the highest of the 4 submissions. Based on the evaluation of RFP's, it is recommended that the Board authorize the Commissioner and the Corporate Officer to award and execute the contract to Matcon Civil Constructors Inc. in the amount of \$10,286,500 (exclusive of taxes).

The overall Phase 3 project has adequate budget to award this section of the project work; however, it is anticipated that because of higher than anticipated costs due to the current construction market, additional funding will be required to complete the remaining sections of the project. Staff will monitor the budget as the installation services for the remaining sections of the project are procured and will request additional funding as required when the overall costs to complete the project are better understood.

Attachment

Kennedy Newton Main Phase 3



To: Water Committee

From: Roy Moulder, Director, Procurement, Procurement and Real Estate Services
Andrew de Boer, Director (Acting), Operations & Maintenance, Water Services

Date: August 24, 2022 Meeting Date: September 7, 2022

Subject: **Award of Contract Resulting from Request for Proposal (RFP) No. 21-306: Supply and Delivery of Sodium Carbonate for Coquitlam Water Treatment Plant**

RECOMMENDATION

That the GVWD Board:

- a) approve award of a contract in an amount of up to \$6,863,300 (exclusive of taxes) to Brenntag Canada Inc., for an initial 3-year term, resulting from Request for Proposal (RFP) No. 21-306: Supply and Delivery of Sodium Carbonate to Coquitlam Water Treatment Plant, subject to final review by the Commissioner; and
- b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.

EXECUTIVE SUMMARY

Sodium Carbonate (Soda Ash) is used at the Coquitlam Water Treatment (CWTP) to quench (remove) residual ozone after ozone disinfection. The addition of soda ash also raises the pH and alkalinity of the treated water to improve corrosion control in the municipal water distribution mains and consumers' plumbing systems.

In response to Request for Proposal (RFP) No. 21-306 Supply and Delivery of Sodium Carbonate to Coquitlam Water Treatment Plant, Brenntag Canada Inc. (Brenntag) was identified as the sole compliant proponent. Brenntag successfully met all the requirements of the RFP, providing a strong technical response. It is recommended that a contract be awarded to Brenntag. The term of the agreement is 3 years with an option to extend for one additional 2-year term as mutually agreed by the parties. The 3-year term has an estimated value of \$6,863,300 excluding taxes. The 5-year term, if extended, would have an estimated value of \$12,670,700 excluding taxes. The Agreement will commence on or about November 1, 2022.

PURPOSE

This report is to advise the GVWD Board of the results of RFP No. 21-306: Supply and Delivery of Sodium Carbonate to Coquitlam Water Treatment Plant and to recommend award of a 3-year contract for an estimated value of \$6,863,300 (exclusive of taxes) to Brenntag Canada Inc.

BACKGROUND

Pursuant to the *GVWD Officers and Delegation Bylaws No. 247, 2014 (Bylaws)* and the *Procurement and Real Property Contracting Authority Policy (Policy)*, procurement contracts which exceed a value of \$5 million require the approval of the GVWD Board of Directors.

This report is being brought forward to the Water Committee to consider a recommendation to the GVWD Board to authorize award of a contract for supply and delivery of Soda Ash.

SUPPLY REQUIREMENTS

Soda Ash is a key component in the treatment of drinking water utilized by Water Services at the Coquitlam Water Treatment Plant (CWTP). The continuous uninterrupted supply of Soda Ash is critical for water treatment and for corrosion control in the distribution and transmission systems. Soda Ash is delivered as a powder in trucks to CWTP, in quantities of 22,000 kg or greater.

EVALUATION

RFP No. 21-306 was publically advertised on Metro Vancouver and BC Bid websites. The competition closed on May 6, 2022. The RFP was based on an initial term of three years with an option to extend for one additional two-year period upon mutual agreement between parties. Two proposals were received, and only one submission was determined to be compliant. The proposal was evaluated based on 40% technical and 60% financial. Due to the criticality of this chemical supply the evaluation, from a technical standpoint, considered risk mitigation and the ability of the proponent to maintain supply to the Corporation's facilities.

The technical component of the proposal was evaluated by staff from Water Services, while the financial component was evaluated by a representative from Procurement and Real Estate Services. Subsequent to the evaluation process, and as only one proposal was deemed compliant with the requirements of the competition, Brenntag is identified as the recommended supplier. A summary of the 3-year and 5-year pricing is shown in Table 1.

Table 1: Proposal Pricing Summary

Contract Year	Brenntag Projected Annual Cost
1	\$2,032,400
2	\$2,296,600
3	\$2,534,300
Subtotal (3 year):	\$6,863,300
4	\$2,782,800
5	\$3,024,600
Total (5 year):	\$12,670,700

If extended for a 5-year term, the contract will have an estimated value of \$12,670,700 excluding taxes. This estimated value includes the expected increased chemical purchases and anticipated price escalations over the 5-year term. The contract extension for years 4 and 5 will be approved and awarded under the appropriate contracting authority.

It is recommended to award the contract to Brenntag, the supplier in compliance with the terms and conditions of the RFP.

ALTERNATIVES

1. That the GVWD Board:
 - a) approve award of a contract in an amount of up to \$6,863,300 (exclusive of taxes) to Brenntag Canada Inc., for an initial 3-year term, resulting from Request for Proposal (RFP) No. 21-306: Supply and Delivery of Sodium Carbonate to Coquitlam Water Treatment Plant, subject to final review by the Commissioner; and
 - b) authorize the Commissioner and the Corporate Officer to execute the required documentation once the Commissioner is satisfied that the award should proceed.
2. That the GVWD Board terminate Request for Proposal No. 21-306: Supply and Delivery of Sodium Carbonate, and direct staff to report back to the GVWD Board with options for an alternate course of action.

FINANCIAL IMPLICATIONS

If the GVWD Board approves Alternative 1, a contract will be awarded to Brenntag Canada Inc. in the amount of up to \$6,863,300 (exclusive of taxes) to supply Sodium Carbonate as and when needed. This amount is within the operating budget of the facility. Rates for the optional 2-year extension would be negotiated and confirmed at the time of renewal.

The GVWD Board has the choice to proceed with Alternative 2 and terminate the RFP, but staff will need further direction. Alternative 2 could disrupt the supply of Sodium Carbonate to the Coquitlam Water Treatment Plant.

CONCLUSION

Request for Proposal No. 21-306 was issued for the supply and delivery of Sodium Carbonate and Brenntag was identified as the sole compliant proponent. Based on the evaluation of the proposal, it is recommended that the GVWD Board authorize the Commissioner and Corporate Officer to award and execute a 3-year contract with Brenntag Canada Inc., for the unit rates provided in their proposal, in an amount of up to \$6,863,300 (excluding taxes).

51886033

To: Water Committee

From: Jesse Montgomery, Division Manager, Environment

Date: August 24, 2022 Meeting Date: September 7, 2022

Subject: **Coquitlam River Watershed Roundtable - Contribution Agreement 2023-2026**

RECOMMENDATION

That the GVWD Board approve the Contribution Agreement between the Greater Vancouver Water District and the Watershed Watch Salmon Society for a four-year term and annual contribution of \$34,000 plus 3% per year, commencing on January 1, 2023 and ending on December 31, 2026.

EXECUTIVE SUMMARY

The Watershed Watch Salmon Society (WWSS), on behalf of the Coquitlam River Watershed Roundtable (CRWR), has requested a renewal of their current (2020 – 2022) GVWD Contribution Agreement for an additional four years (2023 - 2026) at \$34,000 per year. The CRWR conducts stewardship activities throughout the lower Coquitlam River Watershed and contributes to objectives in both the *Drinking Water Management Plan* and *Drinking Water Conservation Plan*. Other primary funding bodies of the CRWR are the cities of Coquitlam and Port Coquitlam and the *kʷikwəłəm* / Kwikwetlem First Nation. Staff recommend a four-year extension of the Contribution Agreement at a value of \$34,000 per year plus 3% inflation per year.

PURPOSE

To seek the GVWD Board approval for renewal of a Contribution Agreement with the WWSS for an additional four years. The signatory of the Contribution Agreement, WWSS, is a not-for-profit society and registered charity that is the financial trustee for the CRWR. The operations and deliverables of the Contribution Agreement will be executed by the CRWR.

BACKGROUND

At its regular meeting on November 1, 2019, the GVWD Board approved an initial three-year Contribution Agreement with the WWSS for 2020 – 2022. In a letter to staff received on May 19, 2022, the CRWR requested a subsequent four-year (2023 – 2026) Contribution Agreement of \$34,000. Staff propose to add a nominal 3% inflationary increase annually to the requested value. The four-year requested funding term, through 2026, is intended to sync with funding from other contributing organizations. This report is being brought forward at this time in order to meet the GVWD budget and CRWR funding timelines.

COQUITLAM RIVER WATERSHED ROUNDTABLE

Following BC Hydro's planning process for the 2005 Coquitlam-Buntzen Water Use Plan, several members of the Consultative Committee had a desire to continue meeting as a way to coordinate and track activities on the Coquitlam River. After several years of stakeholder and community engagement, the CRWR was created in 2011 as a non-regulatory, collaborative body that coordinates and implements activities to promote the long-term sustainability of the watershed. The CRWR's

mission is: “To preserve and enhance the health of the Coquitlam River Watershed through collaboration, education and advisory action”.

Coquitlam River Watershed Roundtable Funding

The CRWR has received funding support from kwikwəłəm/Kwikwetlem First Nation, City of Coquitlam and City of Port Coquitlam and is anticipating ongoing annual support from these organizations in the following amounts:

kwikwəłəm/Kwikwetlem First Nation	\$14,000 / year
City of Coquitlam	\$35,000 / year
City of Port Coquitlam	\$15,000 / year
Greater Vancouver Water District	\$34,000 / year (proposed for approval)

CONTRIBUTION AGREEMENT

The multi-year funding request is for \$34,000 per year plus an annual 3% inflationary increase from 2023 - 2026 from the GVWD. This proposed approach for annual funding to the CRWR by way of a Contribution Agreement would serve as both a terms of reference and also a framework for assessment and evaluation. Below is an overview of the key elements that have been included in the Contribution Agreement. A Contribution Agreement (Attachment 1) is deemed appropriate for this funding arrangement as the work of the CRWR supports the GVWD *Drinking Water Management Plan* and *Drinking Water Conservation Plan* objectives with respect to environmental protection and water conservation.

Term

The term of the proposed agreement is for three years beginning on January 1, 2023 and ending on December 31, 2026.

Funding

Funding through the Watershed Watch Salmon Society for the CRWR in the amount of \$34,000 per year (+3% inflationary increase annually) has been included in the 2023 GVWD budget and five-year Financial Plan.

Year	Inflationary Increase (3%)	Total GVWD Contribution
2023	n/a	\$34,000
2024	\$1,020	\$35,020
2025	\$1,050	\$36,070
2026	\$1,082	\$37,152

Services to the GVWD

- Promote water conservation throughout the City of Coquitlam and the City of Port Coquitlam.
- Invasive species treatments in the Lower Coquitlam Watershed.
- Improve water quality and conditions for fish passage and rearing and Pacific Salmon Restoration efforts in the lower Coquitlam River.

Annual Reporting

- The CRWR will submit an annual report to the GVWD on its activities relating to the provided funding.

Termination

- There is a provision for early termination by the GVWD on 6 months' notice, or immediate termination in the event of bankruptcy or the funds are used in a manner contrary to the agreement or not in the public's interest.

ALTERNATIVES

1. That the GVWD Board approve the Contribution Agreement between the Greater Vancouver Water District and the Watershed Watch Salmon Society for a four-year term and annual contribution of \$34,000 plus 3% per year, commencing on January 1, 2023 and ending on December 31, 2026.
2. That the GVWD Board receive for information the report dated August 24, 2022, titled "Coquitlam River Watershed Roundtable - Contribution Agreement 2023-2026", and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

Funding in the amount of \$34,000 per year, plus an annual 3% inflationary increase, has been included in Watersheds and Environment operating budget accounts for the 2023 budget cycle and in the five-year Financial Plan to 2026.

Under Alternative 2, the Board may wish to provide alternate direction in respect to the CRWR funding request. Financial implications would be evaluated based on this direction.

SUMMARY / CONCLUSION

The CRWR is a multi-stakeholder initiative that coordinates and implements activities that promote the health and sustainability of the lower Coquitlam River Watershed. The CRWR, through the WWSS, has submitted a multi-year funding renewal request in the amount of \$34,000 per year (plus 3% inflation), from 2023 – 2026, to the GVWD. A Contribution Agreement is deemed appropriate for this funding arrangement as the work of the CRWR supports the *Drinking Water Management Plan* objectives with respect to environmental protection and water conservation. Staff recommend Alternative 1.

Attachments:

1. Contribution Agreement 2023 - 2026 (53735551)
2. CRWR Contribution Agreement Renewal Request Letter dated May 19, 2022 (52979710)
3. CRWR Schedule A - Proposal for Renewed Contribution Agreement (53743910)

CONTRIBUTION AGREEMENT

Coquitlam River Watershed Roundtable

THIS AGREEMENT is dated _____, 2022 (the “Effective Date”).

BETWEEN:

GREATER VANCOUVER WATER DISTRICT, having an office at Metrotower III,
4515 Central Boulevard, Burnaby, BC, V5H 0C6

(“**Metro Vancouver**”)

AND:

WATERSHED WATCH SALMON SOCIETY, having an office at #75, 210 - 128 West
Hastings Street, Vancouver, BC, V3B 2P7

(the “**Recipient**”)

WHEREAS:

- A. The Recipient is a not-for-profit society and registered charity that is the financial trustee for the Coquitlam River Watershed Roundtable (the “**Roundtable**”).
- B. The Roundtable is a multi-stakeholder collaborative initiative that coordinates and implements activities and plays a vital role to promote the long-term health and sustainability of the Coquitlam River Watershed.
- C. The Roundtable’s activities support the water conservation and environmental protection priorities in Metro Vancouver’s *Drinking Water Management Plan (June 2011, and as updated in the 2014 Progress Report)*; and
- D. The Recipient has requested to receive funds from Metro Vancouver to support the operations of the Roundtable as set out in the proposal attached as Schedule “A” (the “**Proposal**”), and Metro Vancouver has agreed to provide funds to the Recipient in connection with the Proposal.
- E. The Recipient has the authority to engage the Roundtable to provide certain services to Metro Vancouver in accordance with the Proposal and this Agreement.

NOW THEREFORE in consideration of the mutual premises, terms and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM

1.1 The term of this Agreement (the “**Term**”) will commence on the Effective Date and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

2. SERVICES

2.1 The Recipient will cause the Roundtable to provide the services set out in the Proposal (the “**Services**”):

- (a) in accordance with the terms of this Agreement, including the tasks, deliverables and budget set out in the Proposal;
- (b) in compliance with applicable laws and regulations, including any applicable bylaws of Metro Vancouver; and,
- (c) in a manner consistent with any applicable guidelines or policies provided by Metro Vancouver.

2.2 Metro Vancouver must approve in writing any changes to the Proposal or the Services prior to such changes taking effect.

3. FUNDING AND PAYMENT

3.1 Metro Vancouver has agreed to provide funding in the total amount of \$142,240 (the “**Contribution**”) to support the Recipient’s provision of the Services by the Roundtable, pursuant to the terms of this Agreement. (3% CPI added annually)

3.2 Metro Vancouver will pay the Contribution in annual instalments as follows:

- (a) \$34,000 on or before February 15, 2023;
 - (b) \$35,020 on or before February 15, 2024;
 - (c) \$36,070 on or before February 15, 2025; and,
 - (d) \$37,150 on or before February 15, 2026.
- by a payment method mutually agreed upon by the parties.

3.3 The provision of each instalment of the Contribution as set out in Section 3.2 will be subject to Metro Vancouver being satisfied that the Recipient, through the Roundtable, has provided and will continue to provide the Services in accordance with the Proposal and all requirements under this Agreement.

3.4 The Recipient will use the Contribution solely towards the provision of the Services, in accordance with the terms of this Agreement.

3.5 In addition to the Contribution, the Services will be provided with funding from other funding partners in an amount equal to or exceeding the amount of the Contribution. Metro Vancouver's sole obligation in relation to funding the Services is the amount of the Contribution, and any further contribution is at Metro Vancouver's sole discretion.

4. REPORTING

4.1 The Recipient will, at Metro Vancouver's written request, provide all information required to enable Metro Vancouver to evaluate at any time the provision of the Services.

4.2 In addition to any reporting that may be required in the Proposal or pursuant to the other terms of this Agreement, the Recipient will provide an annual report to Metro Vancouver on or before February 15 of each year of the Term and the year immediately following the Term, detailing the previous year's activities in connection with the Services, including at a minimum:

- (a) operating results showing revenues and expenditures to December 31 of the preceding year;
- (b) a summary reviewing the goals, objectives and the results achieved for the year, including the challenges, program cancellations, and significant issues addressed, including:
 - (i) progress towards implementation of the Lower Coquitlam River Watershed Plan;
 - (ii) assistance with the development and implementation of binding water and land use sustainability plans;
 - (iii) Core Committee activities;
 - (iv) issues affecting Coquitlam River health;
 - (v) implementation and support of environmental monitoring, mitigation, and restoration activities, including invasive species treatments;
 - (vi) outreach and education related to water conservation efforts;
 - (vii) other outreach and education programs;
 - (viii) collaboration efforts with First Nations; and
 - (ix) details on special events and public outreach programs; and
- (c) a summary of other funding partner initiatives and financials to year end.

5. OWNERSHIP AND USE OF MATERIALS

- 5.1 **“Materials”** means any and all materials developed in the course of providing, and relating to, the Services by the Recipient through the Roundtable or its consultant(s), including without limitation, all information, deliverables, results, data, reports, documents, inventions, and improvements, whether or not published or patentable.
- 5.2 The Recipient will provide Metro Vancouver with one copy of any part of the Materials requested by Metro Vancouver within seven (7) days of such request.
- 5.3 The Recipient will retain ownership of all Materials, including ownership of any intellectual property rights in and arising from the Materials.
- 5.4 The Recipient hereby grants to Metro Vancouver a non-exclusive, irrevocable, sub-licensable, transferable, worldwide, and royalty-free licence to use, copy, translate, practice, produce, make publicly available or further develop any of the Materials in any manner, for internal and public purposes. For greater certainty, this licence includes the right to publish and distribute all or any part of the Materials to the public, and to use the Materials in workshops and conferences, provided that Metro Vancouver acknowledges the Roundtable’s contribution to any such Materials.

6. PUBLICATION AND COMMUNICATIONS

- 6.1 Except as specifically permitted under Section 6.2, neither party will allow the use of the logos or name of the other party, or the names of the other party’s staff, with respect to the Services or anything arising therefrom without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.
- 6.2 The Recipient will ensure that the funding support and assistance of Metro Vancouver towards the Services is acknowledged in all publications, public announcements, presentations and other forms of release or communications relating to the Services, using the following statement or such other modified statement as provided or agreed to by Metro Vancouver:

“The Coquitlam River Watershed Roundtable is funded with assistance from the Water Services Department of the Metro Vancouver Regional District”

7. TAXES

- 7.1 The Contribution includes any GST and/or PST which may be payable by Metro Vancouver. It is the Recipient’s responsibility to determine whether or not it has to be registered for GST and/or PST purposes. Any liability for GST and/or PST required in respect of this Agreement will be the responsibility of the Recipient.

8. INSURANCE

- 8.1 The Recipient will ensure that appropriate insurance coverage is obtained for the Services and that such insurance coverage is maintained in full force and effect until the Services have been completed and will provide evidence of such insurance coverage at Metro Vancouver’s request.

9. SEPARATE FUNDS AND FINANCIAL STATEMENTS

9.1 The books of account of the Recipient must be kept in accordance with Generally Accepted Accounting Practices and must be retained for six (6) years after the completion of the Services.

9.2 The Contribution must be accounted for separately from any other funds of the Recipient and must be separated in its books of account.

10. RIGHT OF AUDIT

10.1 At any time, Metro Vancouver may provide written notice to the Recipient that it desires its representative to examine the books of account of the Recipient, and the Recipient will produce for examination to such representative within ten (10) days after receipt of such notice, its books of account, and the said representative will have a right of access to all records, documents, books, accounts and vouchers of the Recipient pertaining to this Agreement and will be entitled to require from the directors and officers of the Recipient such information and explanations as, in his/her opinion, may be necessary to enable Metro Vancouver's staff to report to Metro Vancouver's board on the financial position of the Recipient.

11. REPRESENTATIONS AND WARRANTIES

11.1 The Recipient represents and warrants that:

- (a) it has secured all funding required to provide the Services;
- (b) all information, statements, documents, and reports furnished or submitted by it to Metro Vancouver in connection with this Agreement are and will remain materially true and correct;
- (c) each of the employees and any contractors carrying out work in connection with the Services has the proper skill and training to perform the work in a competent and professional manner in accordance with industry standards;
- (d) neither it nor the Roundtable is in breach of any applicable laws, and all necessary licenses, permits, and approvals required for provision of the Services by applicable laws have been obtained;
- (e) it is and will remain duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized; and
- (f) it has the power and authority to enter into this Agreement and perform its obligations hereunder.

12. INDEMNITY AND RELEASE

12.1 The Recipient indemnifies and saves harmless Metro Vancouver and its elected officials, employees, directors, officers, agents and contractors from and against any and all claims

(including claims of infringement of third-party intellectual property rights), actions, causes of action, liabilities, damages, losses, costs, charges and expenses which Metro Vancouver or any of its employees, officers, directors or agents may sustain, incur or suffer, be threatened by or be required to pay, by reason of or arising out of any action, use of a facility, contravention of applicable law, or breach of any term of this Agreement by the Recipient or any of its directors, officers, agents, contractors or employees, including the Roundtable, in connection with the Services or the Materials.

12.2 The Recipient releases Metro Vancouver and its elected officials, employees, directors, officers, employees, agents and contractors from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Recipient may have against any or all of them in respect of an act of Metro Vancouver in relation to this Agreement, except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the gross negligence, willful misconduct, or failure to comply with applicable law by Metro Vancouver or its elected officials, employees, directors, officers, agents or contractors.

13. DIRECTORS

During the Term a representative of Metro Vancouver nominated by Metro Vancouver will be entitled to attend all meetings of the Core Committee of the Roundtable. The Recipient will provide Metro Vancouver with minutes and financial reports from its Annual General Meeting each year during the Term.

14. TERMINATION

14.1 Metro Vancouver may terminate this Agreement immediately without notice to the Recipient if:

- (a) the Recipient, in the sole discretion of Metro Vancouver, fails to perform or cause the performance of any of its obligations under this Agreement and such failure continues beyond thirty (30) days from delivery by Metro Vancouver to the Recipient of written notice specifying the failure and requiring remedy thereof;
- (b) any changes are made to the Proposal or the Services without the prior approval of Metro Vancouver pursuant to Section 2.2;
- (c) the Recipient becomes insolvent or bankrupt or subject to bankruptcy or insolvency proceedings, or ceases, in Metro Vancouver's opinion, to operate; or
- (d) Metro Vancouver, in its sole discretion, determines that the Contribution is being used in a manner contrary to the Proposal or the public interest.

14.2 Metro Vancouver may terminate this Agreement for convenience upon providing three (3) months' written notice to the Recipient.

14.3 The Recipient may terminate this Agreement upon providing thirty (30) days written notice to

Metro Vancouver if the Recipient, for any reason, is unable to meet its obligations with respect to the Proposal and the Services, as set forth in this Agreement.

14.4 Upon termination of this Agreement by Metro Vancouver or the Recipient (as the case may be), the Recipient will, within seven (7) days of the effective date of such termination:

(a) return any portion of the Contribution that has not been spent on providing the Services, and provide a full accounting of all portions of the Contribution not returned; and

(b) deliver to Metro Vancouver all copies of the Materials that may be requested by Metro Vancouver, whatever their state of development at that time.

14.5 Notwithstanding any term of the Agreement to the contrary, Sections 4 (Reporting), 5 (Ownership and Use of Materials), 6 (Publication and Communications), 12 (Indemnity and Release), 14 (Termination), 15 (Notice), and 16 (General Provisions), and all other provisions of the Agreement necessary to give effect thereto, will survive the expiry or termination of this Agreement.

15. NOTICE

15.1 All notices under this Agreement will be in writing, and will be given to and received by the addressee on the day when it is delivered, by hand, courier, email, or registered mail, at the following addresses:

If to Metro Vancouver:

Greater Vancouver Water District
Metrotower III, 4515 Central Boulevard
Burnaby, BC
V5H 0C6
Attention: Jesse Montgomery, Division Manager, Environmental Management
Email: jesse.montgomery@metrovancover.org

If to the Recipient:

Watershed Watch Salmon Society
75, 210 – 128 West Hastings Street
Vancouver, BC
V6B 1G8
Attention: Jace Harrison, Financial Manager
Email: office@watershedwatch.ca

or to such other address as may be designated by a party to the other party, by giving a notice in writing in accordance with this Section 15.1.

16. GENERAL PROVISIONS

16.1 In the interpretation of this Agreement:

- (a) words importing the singular include the plural and vice versa, and words importing persons include individuals and entities;
- (b) the words “include” and “including” are to be construed as meaning “including, without limitation”; and
- (c) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Agreement.

16.2 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated herein and supersedes all prior and contemporaneous agreements between the parties with respect to such matters.

16.3 Nothing in this Agreement nor any acts of the parties will constitute or be deemed to constitute the parties as partners, joint venturers or principal and agent in any way or for any purpose. Neither party will represent or hold itself out to be an agent of the other party and neither party will have any authority to act for or to assume any obligations or responsibilities on behalf of the other party.

16.4 Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to give effect to this Agreement.

16.5 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.6 No amendment to this Agreement is effective unless set forth in writing and signed by the parties.

16.7 This Agreement may not be assigned by a party without the prior written consent of the other party.

16.8 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

16.9 Nothing in this Agreement will be construed to give any rights or benefits to anyone other than the parties.

16.10 No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

16.11 This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties attorn to the exclusive jurisdiction of the courts of British Columbia.

16.12 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by a party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

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

GREATER VANCOUVER WATER DISTRICT

by its authorized signatory

Jerry Dobrovolny, P. Eng, CAO / Commissioner

WATERSHED WATCH SALMON SOCIETY

by its authorized signatory

Name: Aaron Hill

Title: Executive Director, Watershed Watch Salmon Society



Coquitlam River Watershed Roundtable

*Kwikwetlem, known as “Red fish up the river.”
A living river that reveals its spirit.*

May 19, 2022

Attn: Jesse Montgomery
Division Manager, Environmental Management
Greater Vancouver Water District
4730 Kingsway, Burnaby, BC, V5H 0C6

Dear Jesse Montgomery,

Re: Request to Renew Current Funding Agreement through 2025

This letter is to formally request a renewal of the current contribution agreement between the Coquitlam River Watershed Roundtable (the Roundtable) and Greater Vancouver Water District (GVWD) for a three-year term.

The Roundtable delivers services that preserve and enhance the health of the Coquitlam River Watershed, which currently provides up to half of the drinking water supply for 2.7 million people in Metro Vancouver, as well as power generation and critical flows for fish in the Coquitlam River.

The Roundtable currently provides many services that support GVWD plans and priorities, including the Drinking Water Management Plan (June 2011), specifically,

- Goal 2, Strategy 2.1 Use Drinking Water Sustainably
- Goal 2, Strategy 2.3 Manage and Protect Watersheds as Natural Assets

The current contribution agreement that began in January 2020 and ends in December 2022 has allowed for long-range implementation of strategies and actions identified in the Lower Coquitlam Watershed Plan. Over the period of the last contribution agreement, the Roundtable was able to implement the following strategies for action:

- Produce a report that identifies evidence-based impacts of Urban Development in the watershed.
- Implement a watershed wide adaptive monitoring program to support Stormwater Management.
- Develop a comprehensive outreach program to educate the community on the impact of invasive species on watershed health with the aim to achieve a measurable change in human behaviour.

Our Annual Report from 2021, appended to this letter, includes a more complete listing of our accomplishments.

The initial three-year term successfully demonstrated the benefits of sustainable funding, and the actions that can be taken to improve the health of one of the region’s primary sources of drinking water.

A renewal of this contribution agreement for a further three years will help us to maintain and build upon this important work.

The Roundtable is requesting \$34,000 per year from 2023-2025 (inclusive) to support base operational funds. Several funding agreements have been pursued and secured, contributing estimated funds for upcoming years of approximately \$100,000. The following funders have confirmed funding for this year, and subsequent years:

Funder	Annual Contribution	Terms	Confirmed
City of Port Coquitlam	\$15,000	2022	Confirmed
City of Coquitlam	\$35,000	2022-2026	Confirmed
Greater Vancouver Water District	\$34,000	2023-2025	Pending
Kwikwetlem First Nation	\$14,000	2022-2026	Confirmed
Jack Cewe	\$5,000	2022	Confirmed
Total	\$103,000		

Please note that a portion of these base operational funds will be used to leverage additional funding for projects as identified in our Lower Coquitlam River Watershed Plan. Projects will be prioritized at annual strategic planning sessions and Community Roundtable meetings.

Should you have any questions or require further information, please contact our Coordinator at the information provided below.

Thank you for your time and consideration on this matter.

Sincerely,



Georgia Ohm

Roundtable Coordinator

coordinator@coquitlamriverwatershed.ca

778-874-5794

SCHEDULE 'A'



PROPOSAL FOR RENEWED CONTRIBUTION AGREEMENT Greater Vancouver Water District

June 27, 2022

Summary

Coquitlam River Watershed Roundtable (CRWR) is seeking consideration by the Greater Vancouver Water District (GVWD) Board to renew its Contribution Agreement with the CRWR for a four-year term from 2023 to 2026. The current three-year (2020-2022) Contribution Agreement with the GVWD will end on December 31, 2022. Earlier in 2022, multi-year funding agreements were renewed with the Cities of Coquitlam and Port Coquitlam and the Kwikwetlem First Nation for up to five-year terms.

The CRWR delivers services that preserve and enhance the health of the Coquitlam River Watershed, which currently provides up to half of the drinking water supply for 2.7 million people in Metro Vancouver, as well as power generation and critical flows for fish in the Coquitlam River. The group has been able to begin implementing 12 of 17 strategies identified in its Lower Coquitlam River Watershed Plan (July 2016) since the start of these funding terms, which began in 2019. It also provides valuable consultation services for planning and development in the watershed and offers a platform for collaborative governance of the watershed among many traditionally disparate groups. The initial three-year terms with our key funders successfully demonstrated the benefits of sustainable funding and the actions that can be taken to improve the health of one of the region's primary source of drinking water. A longer, subsequent term of at least our years would speak to the commitment with the GVRD to the sustainability of ecosystem services provided by the Coquitlam River Watershed.

Submitted by
Coquitlam River Watershed Roundtable
Georgia Ohm, Roundtable Coordinator

Watershed Watch Salmon Society
Financial Trustee for the Roundtable
Shayla Walker, Operations Director

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Preamble

This document supports the Coquitlam River Watershed Roundtable's (CRWR) request to renew its current Contribution Agreement with the Greater Vancouver Water District. Multi-year funding agreements were recently renewed with the Cities of Coquitlam and Port Coquitlam and the Kwikwetlem First Nation for up to five-year terms. This proposal provides supporting and updated information beyond the [Sustainable Funding Options Report](#), released to CRWR Core Funders in 2018.

Request for Renewed Funding Agreements:

Table 1. CRWR Core Funders 2019-2022: and Renewals 2022-2026

Funder	Annual Contribution	Term Completed	Renewed Term	Annual Service Contribution
City of Coquitlam	\$35,000	2019-2021	2022-2026	\$35,000
City of Port Coquitlam	\$15,000	2019-2021	2022	\$15,000*
Kwikwetlem First Nation	\$7,000	2019-2021	2022 - 2026	\$14,000
Greater Vancouver Water District	\$34,000	2020-2022	Proposal 2023 - 2026	Proposal \$34,000

*The City of Port Coquitlam has supported the CRWR for multiple years, however in consideration of recent years, requests are now made annually.

The majority of the CRWR's core operations and projects are currently funded by four key funders (See Table 1 above) along with year-to-year contributions from Roundtable partner, Jack Cewe Construction Ltd., and other external grants, e.g., Vancity, foundations.

The CRWR is requesting the GVRD a renewal of its contribution agreement for a four-year term for \$34,000 annually, as demonstrated by the operational needs budgeted in Table 3. Consistent with the other recent agreements in place with the other key funders, and due to the financial impacts on organizations from the Covid-19 pandemic, the CRWR is seeking the same level of contribution provided by the 2020-2022 agreement. As an outcome, the CRWR commits to continue seeking external funders to offset costs, through its financial trustee, Watershed Watch Salmon Society, as well as its recently established society status. The CRWR will also use its contingency fund, as necessary to since 2019, strategically address shortfalls or leverage project costs. Further, a four-year term Contribution Agreement would align with the term end dates for the other three significant funders, which end December 31, 2026.

The proposed renewed Contribution Agreement with Metro Vancouver would provide the following services by the CRWR including, but not limited to:

- Aligning activities with Metro Vancouver's Drinking Water Conservation Plan (November 2021) and its role in ensuring the sustainable use of water resources, specifically 2.1 Managing the region's drinking water responsibly; and 2.2 Water conservation in Metro Vancouver; and DWMP Actions 2.1.1, 2.3.1, and 2.3.3; and,
- Aligning with the environmental priorities from Metro Vancouver's Drinking Water Management Plan (June 2011, September 2014 Progress Report) by promoting use of drinking water sustainably (Goal 2: Strategy 2.1), and helping manage and protect watershed and natural assets (Goal 2: Strategy 2.3) by:
 - The Roundtable attending 4-5 community events each year and hosting 1-2 Community Roundtable meetings where we provide educational materials on water conservation, the impacts of invasive species, and the importance of flow needs for fish the Coquitlam River
 - Implementing strategies for action from the Lower Coquitlam River Watershed Plan to address key pressures in the watershed, including development, stormwater, invasive species, water extraction, vandalism / illegal activity, recreation, mainstream cultural norms, and mining

- Participating in public advisory groups and consultations for growth and urbanization planning
- Providing strategies for a healthy, liveable community, human health benefits through Watershed Plan implementation
- Implementing and supporting environmental monitoring, mitigation, and restoration activities
- Providing opportunities for education, engagement and information sharing with watershed residents
- Maintaining relationships with key stakeholders and providing a platform for information sharing and discussion amongst sectors in the watershed
- Collaborating with First Nations by supporting environmental stewardship and fisheries restoration projects
- Providing access to a 12-sector / 19-member Core Committee as a single forum to receive and provide representative watershed-wide advice for decision makers with legislative authority to make informed decisions
- Assisting with the development and implementation of binding water and land use sustainability plans in partnership with First Nations as leaders and in co-governance roles.

Moving forward, the Coquitlam River Watershed Roundtable proposes to continue providing the services discussed above, and with the following work plan in place, until 2026 (See Table 2):

Table 2. CRWR Five Year Plan 2022-2026

CRWR 5-Year Plan			
	Year 1 (2022)	Year 2 (2023)	Year 3-5 (2024-26)
TOTAL annual baseline budget and revenue source <i>Funding agreements to cover the majority of baseline expenses - remaining baseline expenses will be sought from partner donations</i> <i>The Roundtable maintains a formalized sponsorship strategy to ensure undertaking its work remains possible. It also receives quarterly guidance from its Resilience and Capacity Building Committee</i>	\$126,930 Final year of funding agreement with Greater Vancouver Water District Renewed funding agreements in place with: <ul style="list-style-type: none"> • City of Coquitlam • City of Port Coquitlam • Kwikwetlem First Nation Partner donations from: <ul style="list-style-type: none"> • Jack Cewe Const. Ltd. • Other Roundtable partners and external grants 	\$137,776 Renewed funding agreement with: <ul style="list-style-type: none"> • Greater Vancouver Water District Funding agreements with: <ul style="list-style-type: none"> • City of Coquitlam • City of Port Coquitlam • Kwikwetlem First Nation Partner donations from: <ul style="list-style-type: none"> • Jack Cewe Const. Ltd. • Other Roundtable partners and external grants 	\$139,398- \$143,681 Funding agreements with: <ul style="list-style-type: none"> • Greater Vancouver Water District • City of Coquitlam • City of Port Coquitlam • Kwikwetlem First Nation Partner donations from: <ul style="list-style-type: none"> • Other Roundtable partners and external grants
PROPOSED project revenue sources <i>A portion of baseline expenses will be used to LEVERAGE additional funding for these projects, but will not be used to fund projects entirely</i>	<ul style="list-style-type: none"> • Development sector • Community sector • Fisheries & Oceans Canada • Canada Summer Jobs 	<ul style="list-style-type: none"> • Industry sector • Stewardship sector • Fisheries & Oceans Canada • Canada Summer Jobs 	<ul style="list-style-type: none"> • External foundations • Relevant Roundtable partners • Fisheries & Oceans Canada • Canada Summer Jobs
Implementation of Strategies for Action LCRWP SEE IMPLEMENTATION REPORT FOR DETAILS <i>Strategic planning sessions are held annually to determine which activities would be most beneficial to the watershed. Strategies will also build on previous years' work</i>	<ul style="list-style-type: none"> • Outreach on tree management • Development (LID techniques) • Stormwater outreach • Invasive Species 	Based on annual strategic planning sessions, Roundtable input, current watershed issues and available support <ul style="list-style-type: none"> • Build on strategies implemented in 2022 	Based on annual strategic planning sessions, Roundtable input, current watershed issues and available support Opportunities include: <ul style="list-style-type: none"> • Natural Space Strategy • Ban on sale of invasive species • Promoting high standards of water practices for new development • "No Impact" recreation campaign in schools • Coquitlam River Mainstem recreation outreach recreation outreach

<p>Other activities</p> <p><i>These activities fulfill the CRWR's long-range vision to:</i></p> <ul style="list-style-type: none"> • <i>Provide a collaborative governance platform for watershed health and activities</i> • <i>Provide consultation on local planning and decision-making</i> • <i>Lead monitoring and restoration activities in the watershed</i> • <i>Provide regular reports on status of projects and the health of the watershed</i> 	<ul style="list-style-type: none"> • Host 1-2 annual Public Roundtable meetings • Host 5 Core Committee meetings per year • Convene Society AGM each year • Host 1-2 sub-committee meetings per month • Organize / attend multiple education and outreach activities at public events in the watershed • Liaise with governments in the watershed about implementing recommendations in the Water Flows report • Build communications capacity • Provide ongoing consultation on local planning and decision-making • Provide consultation with Metro Vancouver and municipalities on major planned projects (ex. Pipeline Road Corridor development, Coquitlam Lake Water Supply Project, City Centre Area Plans/OCP updates, municipal and Metro Vancouver environmental, climate action and parks plans) 	<ul style="list-style-type: none"> • Host 1-2 annual Public Roundtable meetings • Host 5 Core Committee meetings per year • Convene Society AGM each year • Host 1-2 sub-committee meetings per month • Organize / attend multiple education and outreach activities at public events in the watershed • Liaise with governments in the watershed about implementing recommendations in the Water Flows report • Provide consultation on local planning and decision-making • Provide ongoing consultation with Metro Vancouver and municipalities on major planned projects (ex. Pipeline Road Corridor development, Coquitlam Lake Water Supply Project, City Centre Area Plans/OCP updates, municipal and Metro Vancouver environmental, climate action and parks plans) 	<ul style="list-style-type: none"> • Host 1-2 annual Public Roundtable meetings • Host 5 Core Committee meetings per year • Convene Society AGM each year • Host 1-2 sub-committee meetings per month • Organize / attend multiple education and outreach activities at public events in the watershed • Provide ongoing communications about the work of the CRWR • Provide consultation on local planning and decision-making • Provide ongoing consultation with Metro Vancouver and municipalities on major planned projects (ex. Pipeline Road Corridor development, Coquitlam Lake Water Supply Project, City Centre Area Plans/OCP updates, municipal and Metro Vancouver environmental, climate action and parks plans)
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The work plan is based on the following projected budget, which includes CPI increases for most line items.

Table 3. CRWR Projected Budget 2022-2026

Proposed Budget 2022-2026						
Description		Projected 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026
FUNDING						
Core Funding Sources	City of Coquitlam	\$35,000.00*	\$35,000.00*	\$35,000.00*	\$35,000.00*	\$35,000.00*
	City of Port Coquitlam	\$15,000.00*	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	Greater Vancouver Water District	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00
	Kwikwetlem First Nation	\$14,000.00*	\$14,000.00*	\$14,000.00*	\$14,000.00*	\$14,000.00*
Partner Funding Sources	Jack Cewe Construction Ltd.	\$5,000.00	\$5,000.00			
	Fisheries and Oceans Canada	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00
ESTIMATED FUNDING TOTAL		\$105,250.00	\$105,250.00	\$100,250.00	\$100,250.00	\$100,250.00
EXPENSES						
CRWR Coordination (salary/disbursements)¹		\$66,239.00	\$76,445.00	\$77,436.00	\$78,439.00	\$79,456.00
Core Committee Meeting Expenses		\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,100.00
Community Roundtable Meeting/ Society AGM		\$5,300.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
Outreach Events		\$1,425.00	\$1,550.00	\$1,650.00	\$1,750.00	\$1,850.00
Website Maintenance, Programing Support		\$1,300.00	\$1,300.00	\$1,400.00	\$1,400.00	\$1,400.00
Subcommittees		\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
Communication Expenses		\$2,150.00	\$2,150.00	\$2,150.00	\$2,500.00	\$2,500.00
Advertising		\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
Other Disbursements		\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
Society and Event Insurance		\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Watershed Plan Implementation		\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Consultation		\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
Watershed Plan Assessment		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Contingency Fund		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
WWSS Administration Fees		\$6,315.00	\$6,631.00	\$6,962.00	\$7,310.00	\$7,675.00
ESTIMATED EXPENSES TOTAL		\$126,930.00	\$137,776.00	\$139,398.00	\$142,199.00	\$143,681.00
Estimated Annual Surplus / (Deficit)		(\$21,680.00)	(\$32,526.00)	(\$39,148.00)	(\$41,949.00)	(\$43,431.00)

* Indicates funding is in place through confirmed agreements. Anticipated shortfalls will be offset through additional external grants requests and other partners.

¹ Coordinator hours to be increased from 35 hours to 40 hours per week in 2023

Justification for Services Provided

The CRWR is a multi-stakeholder collaborative initiative that coordinates and implements activities and plays a vital role to promote the long-term health and sustainability of the Coquitlam River Watershed.

Our Mission is: *To preserve and enhance the health of the Coquitlam River Watershed through collaboration, education, and advisory action.*

Historic approaches to managing water resources (i.e., Provincial decision-making authority, distributed across multiple, narrow organizational silos), have not served to protect the health and sustainability of the Coquitlam River Watershed. The river remained on the Outdoor Recreation Council's (ORC) "Endangered Rivers List" for decades. This was particularly concerning, given that the Coquitlam Lake can supply up to half of Metro Vancouver's drinking water to 2.7 million people (there are plans to increase this supply in the coming years). In 2007, Fisheries and Oceans Canada (DFO) and many other groups recognized that a new form of dialogue was needed to resolve ongoing conflicts between sectors and groups in the Coquitlam River Watershed.

Thanks to a joint initiative by Kwikwetlem First Nation (KFN), the City of Coquitlam and DFO, the Coquitlam River Watershed Strategy was established in 2007. After a four-year community engagement process, the Coquitlam River Watershed Roundtable (CRWR) formed in 2011. It engages local, municipal, regional, provincial and First Nation governments, industry, utilities, development, arts and culture, education, stewardship, and community partners in watershed governance activities, such as multi-sector meetings, public outreach, and implementation of Watershed Plan Strategies for Action to improve watershed health. Since the establishment of the Roundtable, the Coquitlam River has been removed from the ORC's Endangered Rivers list, though it remains on watch.

The CRWR's long-range vision is to continue functioning as a collaborative initiative that provides the following services to the local, regional, and First Nations governments:

- Act as a platform to gather representatives from multiple sectors to discuss important topics regarding watershed health and activities
- Provide consultation on local planning and decision-making
- Develop and implement campaigns to address ecological pressures in the watershed
- Lead monitoring and restoration activities in the watershed
- Provide regular reports on status of projects and the health of the watershed.

In 2015, the group released its guiding document, the [Lower Coquitlam River Watershed Plan \(LCRWP\)](#). The Plan identified the top pressures affecting watershed health and established multiple long-range strategies to address those pressures. Each year, the Roundtable works to implement two to three strategies and releases a bi-annual [Implementation Report](#) on their progress.

The CRWR is led by a 19-member Core Committee, which comprises 12 diverse sectors with vested interests in the watershed. A full list of the Core Committee members and alternates is provided in Appendix 1. A Roundtable Coordinator executes key administrative, planning, and communication activities, and is the singular employed individual supporting the CRWR. All additional human resources expertise, such as participation as a Core Committee representative, is voluntary and is provided in-kind. Small short-term contracts are also used to retain specialized researchers and technical professionals to provide expertise and support to various projects.

Historical Funding 2007 - 2018

From 2007 to 2018, the Roundtable operated on a **highly variable** grant-based patchwork funding model (Figure 1)

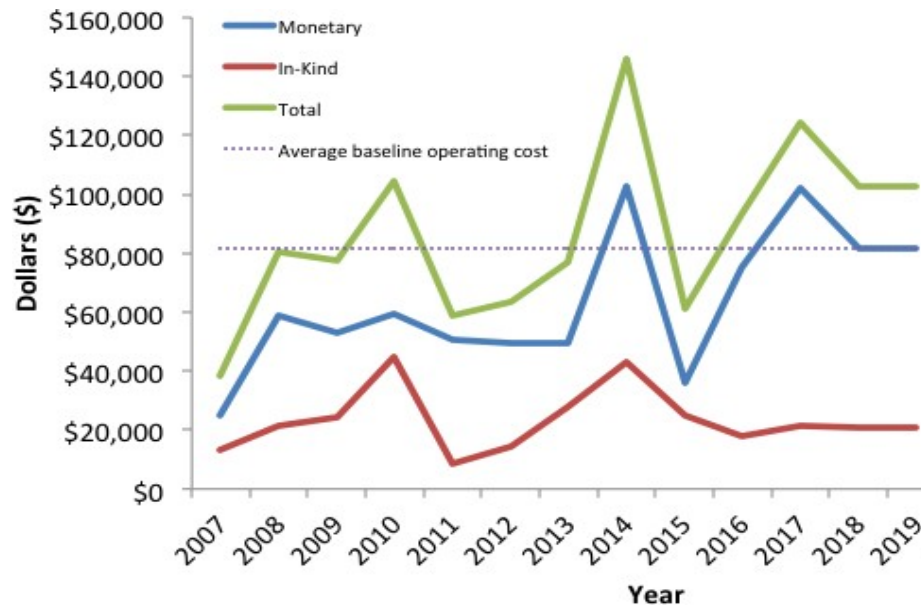


Figure 1. Variable monetary and in-kind contributions for the CRWR to 2018

It soon became clear that the current funding model was not sustainable for achieving the CRWR's *long-range vision*. Variable funds could not maintain a consistent Roundtable Coordinator, nor did it provide reliable reserves to leverage additional financial support to implement *Lower Coquitlam River Watershed Plan* strategies.

Sustainable Funding 2019 - 2021

In 2017 the CRWR began investigating alternative, sustainable funding models and released its [Sustainable Funding Options Report](#). In response to this report, KFN sent a letter to the Cities of Coquitlam and Port Coquitlam pledging annual funds to the Roundtable in support of sustainable funding and to encourage the governments to do the same. In late 2019, the two cities and the Greater Vancouver Water District agreed to provide sustainable funding for the Roundtable for an initial three-year term. At the time, the annual base funding needs of the organization was approximately \$100,000 per year, which was largely met through the generous donations of these four major funders.

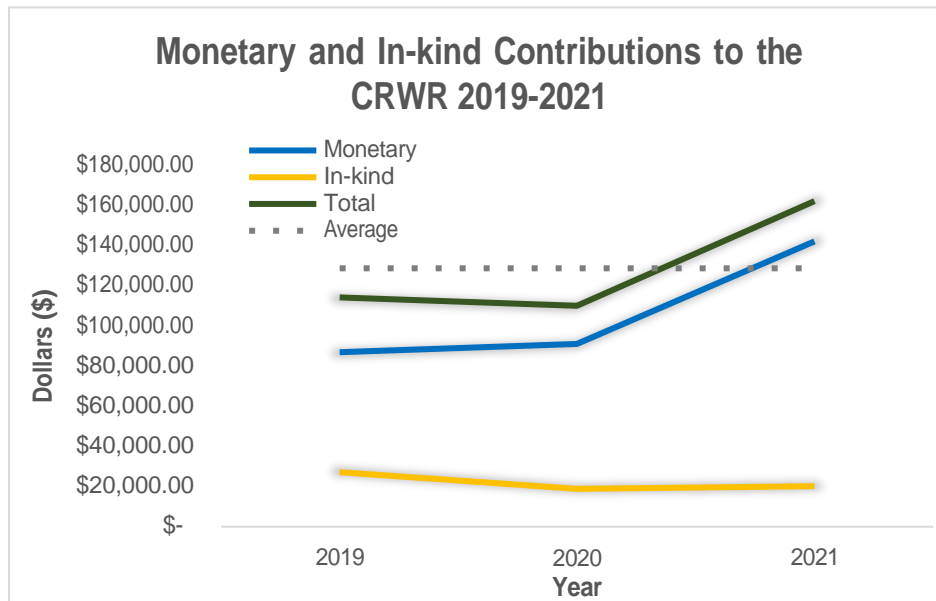


Figure 2. Stable sustainable monetary and in-kind contributions to the CRWR for 2019-2021

In-kind for 2021 has been estimated.

Comparatively, the sustainable funding model (Figure 2) provides a much more stable source of revenue than the patchwork grant-based model, allowing the Roundtable to continue working toward its long-range vision.

Successes Under Sustainable Funding

The Cities of Coquitlam and Port Coquitlam, the GVWD and KFN have demonstrated themselves as leaders by supporting collaborative governance with the CRWR. Their endorsement and delivery of a sustainable funding mechanism addresses the need for a source of ongoing funding to support operations and allows the CRWR to engage in long-term financial planning. Since 2019, the Roundtable has been able to provide the following services to its supporters:

Increased Capacity

- In November 2020, the CRWR incorporated a registered, the *Coquitlam River Watershed Society* (operating as the Coquitlam River Watershed Roundtable) to facilitate access to external grant funding for projects.
- With the incorporation of its Society, the organization is fully insured for its Directors and Volunteers to \$1Million, and Commercial General Liability for \$5Million through the Pacific Streamkeepers Federation and Westland Insurance. Prior to this insurance arrangement, the Roundtable acquired as-needed event insurance, which was less efficient and more costly.
- Maintained a Roundtable Coordinator (currently at 35 hours per week, with a goal to increase to 40 hours per week by 2023) to coordinate all activities and communications:
 - Provided consultation on local-planning and decision-making for the Northwest Burke Vision Area neighbourhoods, Pipeline Road Corridor, Official Community Plan updates, Colony Farms monitoring programs, BC Hydro Coquitlam River Monitoring Committee, BC Hydro infrastructure Buntzen Tunnel infrastructure upgrades, Coquitlam's Environmental Sustainability Plan, etc.
 - Acted as a platform for multiple sectors, including community members, to collaboratively manage the Coquitlam River Watershed at three Community Roundtable Events, 19 Core Committee meetings and over 40 sub-committee meetings
 - Provided bi-annual implementation reports, a quarterly newsletter, and tri-weekly social media updates on the status of projects and health of the watershed.

- Designated a significant amount of Coordinator hours to coordinating and funding implementation of *Lower Coquitlam River Watershed Plan* strategies, including leveraging current Core funds to acquire additional grants for projects and outreach campaigns
- Produced Annual Reports for 2019, 2020 and 2021 to convey detailed information about yearly activities
- Began implementation of 12 of 17 *Lower Coquitlam River Watershed Plan* strategies (Table 4) and documented outcomes in bi-annual Implementation Report Updates.

Table 4. Lower Coquitlam River Watershed Plan Strategies Implemented since 2019

Pressure	Strategy	Description of Activities
Development	<i>Development Incentives Study</i>	Currently engaged with developers and municipalities on impacts of development and related LID techniques, policies, and bylaws
	<i>Natural Space Strategy</i>	Published and shared Northwest Burke Vision report and Natural Space Strategy as a tool for liaising with city planners in the Northwest Burke Vision area
	<i>Develop an Impact Map</i>	Produced a pull-up map for in-person outreach events and online watershed atlas and project catalogue
Invasive Species	<i>Alignment of Invasive Species Effort</i>	Implemented our “Changing Behaviours” outreach campaign
Stormwater	<i>Stormwater Homeowner Outreach</i>	Hosted public education sessions (webinars) and installation of a demonstration rain garden
	<i>Promote Adaptive Stormwater Management Process</i>	Facilitated communication of stormwater management plans adaptive monitoring programs among the two cities and the KFN
Water Extraction	<i>Develop a Set of Recommendations for the Next WUP Review</i>	Participate in Coquitlam River Monitoring Committee and release of published review of water extraction issues in the watershed; liaising with municipalities on how to incorporate report recommendations into planning
	<i>Implement Water Conservation Outreach Program</i>	Implemented our “Changing Behaviours” outreach campaign
Vandalism / Illegal Activity	<i>Littering and Dumping Public Outreach Campaign</i>	Hosted shoreline clean-ups, implemented a waste ban campaign to newcomers to the watershed, incentivized clean-ups by homeless community, & the installation of educational public art pieces by local students and artists.
Mainstream Cultural Norms	<i>Mainstream Cultural Norms Outreach</i>	Hosted in-person and virtual watershed tours , various social media campaigns and webinars
Mining	<i>Outreach Between Stewardship Groups and Mining Community</i>	Facilitate ongoing information-sharing via regular Roundtable and Core Committee meetings.
	<i>Outreach on the Current State of Mining Practices</i>	Hosted in-person and virtual watershed tours

Improved Online Presence

- Engaged and educated community via social media, website, and email platforms
- Provided three educational webinars on the topics of watershed health as it relates to human health, stormwater management and littering/dumping
- Built an interactive [watershed atlas and project catalogue](#) as an online educational resource and outreach tool

Strengthened Resiliency

COVID Response

In early 2020, in-person activities and meetings were suspended due to the COVID-19 pandemic. The Roundtable responded by converting most meetings and activities to an online platform. *Lower Coquitlam River Watershed Plan* implementation projects were reprioritized in favour of those that were easily adaptable to a virtual format. Meetings were conducted via Zoom or other online platforms, educational material was released and promoted via the Roundtable's website and social media pages and outreach programs were conducted as webinars. This adapted focus made it possible for the Roundtable to improve its online presence and broaden the organization's reach via increased followers on social media and varying the types of educational material distributed (ex. videos, virtual tours, online watershed atlas, infographics, webinars/seminars).

Contingency Fund

Sustainable funds provided the Roundtable with an opportunity to engage in fiscal responsibility and create a contingency fund. Each year a small portion of 10% for each funder contribution is dedicated to a contingency budget for unforeseen or unforeseeable urgent situations that occur less than once a year or do not usually occur. This may include, but is not limited to, major gaps in funding where operations could not otherwise be maintained for a period of up to a few months, major project budgetary overrun or shortfalls, emergency monitoring or assessment for disaster events. Since the contingency fund was established in 2019, currently \$30,000 has been saved. Please refer to the [CRWR Contingency Fund Policy](#) for details.

Concluding Remarks

At the end of 2021, the first term of funding agreements with the cities of Coquitlam and Port Coquitlam were up for renewal and through a dialogue during summer 2021, these agreements, were renewed for a five-year term. Additionally, a new five-year agreement with Kwikwetlem First Nation was secured for 2022 through 2026. As the current GVRD 2020-2022 contribution agreement ends December 31, 2022, the Coquitlam River Watershed Roundtable is seeking to collaborate on a subsequent contribution agreement for the next four years.

Renewal of the current funding agreements with the GVWD for \$34,000 annually in partnership with the other three significant CRWR partners will be crucial to ensuring the longevity of the Roundtable. Additional funding external funding grants from senior levels of government, foundations and other funding organizations will continue to be sought to ensure a balance budget is achieved.

The Roundtable wishes to extend its deepest gratitude to Kwikwetlem First Nation, the cities of Coquitlam and Port Coquitlam and the GVWD for their support, along with the many in-kind hours contributed by the Core Committee and its larger Roundtable membership for their support to date. We look forward to discussing our continued partnership for the health of the Coquitlam River Watershed, in perpetuity.

Sector	Organization	Name
Local Government	City of Coquitlam (Staff)	Caresse Selk
Local Government	City of Coquitlam (Alternate)	Shannon Wagner
Local Government	City of Coquitlam (Elected Official)	Councillor Steve Kim
Local Government	City of Coquitlam (Elected Official, Alternate)	Councillor Chris Wilson
Local Government	City of Port Coquitlam (Staff)	Scott Walmsley
Local Government	City of Port Coquitlam (Elected Official)	Councillor Laura Dupont
Local Government	City of Port Coquitlam (Elected Official, Alt.)	Councillor Nancy McCurrach
First Nation	Kwikwetlem First Nation (Elected Official)	Councillor George Chaffee
First Nation	Kwikwetlem First Nation (Staff)	Cassandra Harper
First Nation	Kwikwetlem First Nation (Staff)	Lance Myers
First Nation	Kwikwetlem FN (Fisheries Manager, Alt.)	Glen Joe
First Nation	Kwikwetlem First Nation (Staff)	Rodney Lee
First Nation	Kwikwetlem First Nation (Alternate)	Craig Orr
Regional Government	Metro Vancouver, Water Services (Alternate)	Dave Dunkley
Regional Government	Metro Vancouver, Water Services	Jesse Montgomery
Provincial Government	Min. Environment & Climate Change Strategy	Vacant
Federal Government	Fisheries and Oceans Canada (Alternate)	Scott Ducharme
Federal Government	Fisheries and Oceans Canada	Isaac Nelson
Utilities	BC Hydro	Katy Jay
Education	Vacant	Vacant
Industry - Aggregate	Allard Contracting Ltd.	Jim Allard
Industry - Aggregate	Lehigh Hanson Materials Ltd. (Alternate)	Sophie Mullen
Industry - Construction	Jack Cewe Construction Ltd.	Kirsten Wilson
Real Estate Development	Morguard Corporation	Geoff Nagle
Real Estate Development	West Stone Group (Alternate)	Lilian Kan
Arts and Culture	Arts Connect	Sherry Carroll
Arts and Culture	Arts Connect (Alternate)	Manfred Kraus
Community	Vancity	Susan Devlin
Stewardship	Tri-City Green Council	Eve Gauthier
Stewardship	Tri-City Green Council (Alternate)	Paul Lambert
Stewardship	North Fraser Salmon Assistance Project	Tony Matahlija
Stewardship	Non-Affiliated (Alternate for NFSAP)	Dianne Ramage
Stewardship	Hoy-Scott Watershed Society	Robin Whachell
Stewardship	Maple Creek Streamkeepers (Alternate)	Sandy Budd
Roundtable Coordinator	Coquitlam River Watershed Roundtable	Georgia Ohm
Financial Trustee	Watershed Watch Salmon Society	Lina Azeez
Financial Trustee	Watershed Watch Salmon Society (Alternate)	Shayla Walker

Appendix 1. CRWR Core Committee Members and Alternates, June 2022

To: Finance Committee

From: Jerry W. Dobrowolny, Commissioner/Chief Administrative Officer

Date: September 6, 2022 Meeting Date: September 8, 2022

Subject: **GVS&DD and GVWD Request for Bylaw Notice Authority**

RECOMMENDATION

That the GVS&DD Board direct staff to work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, applying the Act to the Greater Vancouver Sewerage and Drainage District.

That the GVWD Board direct staff to work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, applying the Act to the Greater Vancouver Water District.

EXECUTIVE SUMMARY

The Greater Vancouver Sewerage and Drainage District (GVS&DD) and Greater Vancouver Water District (GVWD) have neither Bylaw Notice nor Municipal Ticketing authority. Bylaw Notice authority would assist GVS&DD and GVWD in encouraging compliance with Liquid Waste, Water, and Solid Waste bylaws. Bylaw Notice authority is available to municipalities and regional districts across the province including almost all of Metro Vancouver's member municipalities. Board resolutions are required for provincial consideration of the GVS&DD and GVWD requests for Bylaw Notice authority. The availability of effective bylaw enforcement tools has significant financial implications across all three utilities both for enforcement efficiency and also for the protection of Metro Vancouver assets.

If Bylaw Notice authority is provided to GVS&DD and GVWD, where appropriate, staff would undertake public, stakeholder and First Nations engagement as part of developing Bylaw Notice bylaws for the Boards' consideration. To ensure a consistent approach, as part of the process to establish the bylaws, the implementation of a Bylaw Notice financial policy would be investigated.

PURPOSE

This report seeks GVS&DD and GVWD Board direction for staff to work with Ministry of Attorney General staff to request Bylaw Notice authority.

BACKGROUND

GVS&DD and GVWD have neither Bylaw Notice nor Municipal Ticketing authority. Both of these tools are available to municipalities and regional districts across the province. Metro Vancouver has written the Province on various occasions requesting this authority for GVS&DD, and more recently for GVWD as well. Both Municipal Ticketing and Bylaw Notice are available for enforcement of MVRD services such as parks and air quality. A board resolution is required for consideration of the request for Bylaw

Notice authority. This report recommends the GVWD and GVS&DD Boards direct staff to work with Ministry of Attorney General staff to request that GVS&DD and GVWD be provided Bylaw Notice authority.

BYLAW NOTICE AUTHORITY

Under the *Local Government Bylaw Notice Enforcement Act*, local governments can be provided Bylaw Notice authority. Authorized local governments are included in the *Bylaw Notice Enforcement Regulation* through a list of prescribed bodies in a schedule to the regulation. The *Bylaw Notice Enforcement Regulation* is updated on a regular basis with the addition of local government entities. As of now, 19 of Metro Vancouver's 21 municipal members are listed in the *Bylaw Notice Enforcement Regulation*.

Under the *Local Government Bylaw Notice Enforcement Act*, prescribed bodies enact bylaws that specify penalties up to \$500 per bylaw contravention.

GVS&DD and GVWD Application of Bylaw Notice Authority

Bylaw Notice authority would assist GVS&DD in enforcing existing GVS&DD Bylaws including the *Sewer Use Bylaw No. 299, 2007*; *Food Sector Grease Interceptor Bylaw 268, 2012*; *Fermentation Operations Bylaw 294, 2015*; *Trucked Liquid Waste Bylaw 345, 2021*; *Sani-dump Bylaw 346, 2021*; and *Hospital Pollution Prevention Bylaw 319, 2018*; along with solid waste bylaws such as *Municipal Solid Waste and Recyclable Material Regulatory Bylaw No. 181, 1996*, and the *Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 306, 2017 as amended*. Currently Metro Vancouver's only enforcement option for these bylaws is through the courts.

GVWD would similarly benefit from Bylaw Notice authority, particularly related to protecting Metro Vancouver's Water Supply Areas from activities such as unauthorized entry, failing to follow conditions of authorized entry, starting fires and damaging the environment. Restricting public access to the Water Supply Areas is a fundamental component of Metro Vancouver's multi-barrier protection approach and the *Drinking Water Management Plan*. Bylaw Notice authority would also permit enforcement in relation to public conduct in the Lower Seymour Conservation Reserve impacting fire prevention, public safety and the prevention of damage to the environment. GVWD staff are preparing a Bylaw for future Board consideration to support existing policies and enhance enforcement action in these important areas.

Municipal Ticketing Authority

An additional regulatory tool available to local governments around the province is Municipal Ticketing Authority. A key differences between Municipal Ticketing authority and Bylaw Notice authority is that a Municipal Ticket alleges an offence, whereas a Bylaw Notice alleges a bylaw violation and engages an administrative adjudication process only, if challenged. In contrast, if a Municipal Ticket is challenged, the matter is adjudicated in the Provincial Court. Municipal Tickets allow for fines of up to \$1,000 per offence, as compared to a Bylaw Notice's maximum penalty of \$500 per bylaw violation.

Over the long term, the addition of Municipal Ticketing authority for GVWD and GVS&DD would be useful. Legislative updates to the GVS&DD and GVWD acts or other provincial acts would be required

to access Municipal Ticketing authority. The Province has provided no indication that legislative updates would be considered at this time.

Establishment of Bylaw Violation Enforcement and Dispute Adjudication Bylaws

If GVS&DD and GVWD are provided Bylaw Notice authority, to implement the authority, bylaw notice enforcement and dispute adjudication bylaws would subsequently be brought forward for consideration by the GVS&DD and GVWD Boards. These bylaw violation enforcement and dispute adjudication bylaws would establish enforcement processes, penalty amounts for specific bylaw violations as well as dispute adjudication processes. MVRD has such a bylaw in place currently for enforcement of parks and air quality bylaws. Where appropriate, public, stakeholder and First Nations engagement on the specifics of the bylaw violation enforcement and dispute adjudication bylaws would occur as part of the development of those bylaws.

ALTERNATIVES

1. That the GVS&DD Board direct staff to work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, applying the Act to the Greater Vancouver Sewerage and Drainage District.

That the GVWD Board direct staff to work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, applying the Act to the Greater Vancouver Water District.

2. That the Finance Committee receive for information the report dated September 6, 2022 titled "GVS&DD and GVWD Request for Bylaw Notice Authority" and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

If the GVS&DD and GVWD Boards approve Alternative 1, staff will work with the Ministry of the Attorney General to request that the Lieutenant Governor in Council of the Province of British Columbia enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*.

Effective enforcement tools are important in each of the Water, Liquid Waste and Solid Waste functions from an enforcement efficiency perspective. The ability to levy financial penalties in an efficient manner encourages bylaw compliance. Effective bylaw enforcement protects Metro Vancouver and municipal infrastructure. The impacts of grease build-up in the region's liquid waste system costs at least \$2.7 million per year including infrastructure maintenance and spill management. The actual revenues from Bylaw Notice penalties are expected to be small given the expectation of high levels of compliance with Metro Vancouver's bylaws.

If Bylaw Notice authority is provided to GVS&DD and GVWD, as part of the process to develop bylaw violation enforcement and dispute adjudication bylaws, the development of a Bylaw Notice financial policy will be investigated. The benefit of an overall organizational policy for these bylaws will be that

a consistent approach for establishing penalties as well as enforcement and adjudication processes can be developed that will help guide the individual bylaw development.

If the GVS&DD and GVWD Boards do not direct staff to work with provincial staff to enact a Regulation under Section 29 of the *Local Government Bylaw Notice Enforcement Act*, GVS&DD and GVWD will not have access to Bylaw Notice authority, an important tool in ensuring compliance with GVS&DD and GVWD bylaws.

CONCLUSION

Bylaw Notice authority is a regulatory tool available to municipalities and regional districts across the province. For GVS&DD and GVWD to be granted Bylaw Notice authority they must be added to the *Bylaw Notice Enforcement Regulation*. Bylaw Notice authority would assist GVS&DD and GVWD in ensuring compliance with Liquid Waste, Water and Solid Waste bylaws. This report seeks direction from the GVS&DD and GVWD Boards for staff to work with provincial staff to seek Bylaw Notice authority.

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