



Regular Meeting of the Council of the District of Port Edward

Tuesday, November 14, 2023

7:00 PM

District of Port Edward Council Chambers

Zoom Link Join: <https://us06web.zoom.us/j/82826615794>

Meeting ID: 828 2661 5794

AGENDA

We respectfully acknowledge we are meeting on the traditional unceded homeland and territories of the Tsimshian Peoples

1. Adoption of Agenda

Recommendation:

THAT the Agenda for the Regular Council Meeting of November 14, 2023 be adopted as presented.

2. Adoption of Minutes

Recommendation: THAT the minutes of the Regular Council on October 24, 2023 be adopted as presented.

3. Business Arising

4. Petitions & Delegation

5. Correspondence

6. Reports

a) Fire Service Mutual Aid Agreement

Recommendation: That Council approves entering into the Fire Service Mutual Aid Agreement with the City of Prince Rupert for a term of 3 years effective May 18, 2023.

b) Watson Island Water Supply Agreement

Recommendation: THAT Council approves entering into the Watson Island Supply Agreement with the City of Prince Rupert for a term of 3 years effective the date of execution.

c) Lease Agreement with School District No. 52

Recommendation: That Council approves entering into the Amendment to the Lease Agreement with the Board of Education of School District No. 52 for the term September 1, 2022 to August 31, 2027.

d) CAO's Report to Council (Oct 19-Nov 8, 2023)

7. Bylaws

a) District of Port Edward Fireworks Amendment Bylaw 751, 2023

Recommendation: THAT Council gives first, second and third reading to the Fireworks Amendment Bylaw # 751, 2023.

b) District of Port Edward Sewer Rates and Regulations Amendment Bylaw # 752, 2023

Recommendation: THAT Council gives first, second and third reading to the Sewer Rates and Regulation Amendment Bylaw # 752, 2023.

8. New Business

9. Reports on Council Activities

RE: North Coast Regional District – October 2023

10. Questions from Audience – *Regarding Listed Agenda Items Only*

11. Adjournment

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MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE DISTRICT OF PORT EDWARD, HELD IN COUNCIL CHAMBERS ON TUESDAY OCTOBER 24, 2023

PRESENT:

COUNCIL

Mayor Knut Bjorndal, Chair
Councillors: Christine MacKenzie, James Brown and Colleen McDonald
Absent: Councillor Dan Franzen

ADMINISTRATION:

Elsie Lemke, Interim Chief Administrative Officer
Polly Pereira, Director of Corporate Administrative Services and Strategic Projects
Lorraine Page, Director of Financial Services

CALL TO ORDER:

Mayor Knut Bjorndal called the meeting to order at 7:00 pm on Tuesday October 24, 2023.

The Mayor opened the meeting by respectfully acknowledging we are meeting on the traditional unceded homeland and territories of the Tsimshian Peoples.

AGENDA:

23-161 Moved by: Councillor MacKenzie
Seconded by: Councillor Brown

THAT the Agenda for the Regular Council Meeting of October 24, 2023 be adopted as presented.

Carried Unanimously

MINUTES:

23-162 Moved by: Councillor McDonald
Seconded by: Councillor MacKenzie

THAT the minutes of the Special Meeting and Regular Meeting of Council dated October 10, 2023 be adopted as presented.

Carried Unanimously

BUSINESS ARISING:

PETITIONS AND/OR DELEGATION:

CORRESPONDENCE:**REPORTS:****a) Letter of Understanding #2- CUPE 105-02- Safety & Health**

Council was provided a report dated October 24, 2023 from Elsie Lemke, Interim Chief Administrative Officer, regarding the requirements as per the Collective Agreement to establish a joint Health and Safety Committee. A brief description was provided on how a health and safety representative instead of a committee would function. Also the Health and Safety Program policies and procedures will be updated as required.

23-163 Moved by: Councillor Brown
 Seconded by: Councillor MacKenzie

THAT Council approves entering into a Letter of Understanding # 2 with CUPE Local 105-2, regarding Article 26, Safety and Health.

Carried Unanimously

b) Sewer Service Agreement- Amendement- Prince Rupert Port Authority

Council was provided a report dated October 24, 2023 from Elsie Lemke, Interim Chief Administrative Officer, pertaining to an error in the previous Sewer Services Agreement that was introduced to Council on October 10, 2023. Section C had an incorrect discharge location "Connection Point". The sewage from the Port Authority is intended to be received at the District's sewer treatment facility located at 100 Boundary Drive.

23-164 Moved by: Councillor MacDonald
 Seconded by: Councillor MacKenzie

THAT Council approves entering into the amended Sewer Services Agreement with the Prince Rupert Port Authority, expiring December 31, 2027.

Carried Unanimously

c) Next Generation 911 Funding

Council was provided a report dated October 24, 2023 from Elsie Lemke, Interim Chief Administrative Officer, that provided an update on a grant from UBCM for \$45,000 to be used in the modernization of 911 (Next Generation 911 (NG911)). This funding is to be used for local preparedness for NG911 such as public education, legal contract costs, mapping and GIS, staff training, etc. The deadline to complete all project activities is August 7, 2026.

23-165 Moved by: Councillor MacKenzie
 Seconded by: Councillor Brown

THAT Council receives the 2023 Next Generation 911 Funding letter for information.

Carried Unanimously

d) UBCM- Community Emergency Preparedness Fund

Council was provided a report dated October 24, 2023 from the Director of Corporate Administrative Services, regarding a grant application to be submitted to UBCM- Community Emergency Preparedness Fund for the Port Edward Volunteer Fire Department. The grant will be used to replace old equipment. The funding request is for approximately \$31,821.96. The UBCM grant will cover up to \$30,000 and remaining funds (approximately \$1,900) will require the District of Port Edward to cover them. The deadline for this grant was October 20, 2023 and a resolution from Council is required.

23-166 Moved by: Councillor MacKenzie
 Seconded by: Councillor Brown

THAT Council authorize staff to submit a grant application to the UBCM Community Emergency Preparedness Fund for replacement of old equipment and to provide overall grant management.

Carried Unanimously

e) CAO's Report (October 6-18, 2023)

Council was provided a report from the Interim Chief Administrative Officer dated October 24, 2023 that outlined all the activities that she has been working on.

23-167 Moved by: Councillor MacKenzie
 Seconded by: Councillor McDonald

THAT Council receive and file the CAO's Report to Council - October 6-18, 2023.

Carried Unanimously

**REPORTS FROM
IN-CAMERA:**

BYLAWS:

a) District of Port Edward Water Rates & Regulations Amendment Bylaw # 747, 2023

Council received a report dated October 24, 2023 from the Director of Corporate Administrative Services. This bylaw was given first, second and third reading on October 10, 2023 and is now being presented for adoption.

23-168 Moved by: Councillor MacKenzie
Seconded by: Councillor Brown

THAT Council gives final reading and adoption to the District of Port Edward Water Rates & Regulations Amendment Bylaw # 747, 2023.

Carried Unanimously

b) District of Port Edward Zoning Amendment Bylaw # 748, 2023

Council received a report dated October 24, 2023 from the Interim Chief Administrative Officer. This bylaw received first, second and third reading on October 10, 2023. Notice of the zoning amendment bylaw was mailed to all property owners/occupiers within 60 meters of the rezoning area. A Notice was also posted on the District Notice Board. To date no comments were made regarding this rezoning. As no public hearing was required, the bylaw is now ready for final reconsideration and adoption.

23-169 Moved by: Councillor McDonald
Seconded by: Councillor Brown

THAT Council gives final reconsideration and adoption to the District of Port Edward Zoning Amendment Bylaw # 748, 2023.

Carried Unanimously

c) District of Port Edward Sewer Rates & Regulations Amendment Bylaw # 749, 2023

Council received a report from the Director of Corporate Administrative Services. This bylaw was given first, second and third reading on October 10, 2023 and is now being presented for adoption.

23-170 Moved by: Councillor Brown
Seconded by: Councillor MacKenzie

THAT Council gives final reading and adoption to the District of Port Edward Sewer Rates & Regulations Amendment Bylaw # 749, 2023.

Carried Unanimously

d) District of Port Edward Council Remuneration Amendment Bylaw # 750, 2023

Council received a report dated October 24, 2023 from the Director of Corporate Administrative Services, this bylaw was given first, second and third reading on October 10, 2023 and is now being presented for adoption.

23-171 Moved by: Councillor MacKenzie
Seconded by: Councillor McDonald

THAT Council gives final reading and adoption to the District of Port Edward Council Remuneration Amendment Bylaw # 750, 2023.

Carried Unanimously

NEW BUSINESS:

REPORTS ON COUNCIL ACTIVITIES:

Mayor Bjorndal; Councillors Brown and McDonald

- Attended the Totem Pole Raising Event

Mayor Bjorndal

- Attended a meeting with City of Prince Rupert Mayor
- Attended the North Coast Regional District meeting

ADJOURNMENT:

23-172 Moved by: Councillor Brown
Seconded by: Councillor McDonald

NOW THEREFORE BE IT RESOLVED THAT at 7:36 pm the October 24, 2023 Regular Meeting of Council be adjourned.

Carried Unanimously

CERTIFIED CORRECT

Knut Bjorndal, Mayor

Polly Pereira, Director Corporate
Administrative Services and
Strategic Projects



DISTRICT OF PORT EDWARD

6a

REGULAR COUNCIL REPORT FOR DECISION

Date: November 14, 2023
To: Mayor and Council
From: Elsie Lemke, Interim Chief Administrative Officer
Subject: Fire Service Mutual Aid Agreement

Recommendation: That Council approves entering into the Fire Service Mutual Aid Agreement with the City of Prince Rupert for a term of 3 years effective May 18, 2023.

Background:

The Mutual Aid Agreement for fire and other emergency incident related services with the City of Prince Rupert expired earlier this year, and needs to be renewed. No material changes were made to the Agreement, which has been in place previously for a number of years. The new Agreement provides for an extension of three or more years, by mutual agreement of the parties.

This cooperative Agreement was heavily relied upon by Port Edward in 2022, when the District's fire truck was out for repairs for a number of months.

Approved for Submission to Council:

Elsie Lemke, Interim CAO

- Well Planned Finances
- Well Planned, Maintained, Financed Public Works & Infrastructure
- Growing & Progressive Economic Development
- High Quality of Life & Community Development
- Excellent Organization

Attachment:

- Fire Service Mutual Aid Agreement

FIRE SERVICE MUTUAL AID AGREEMENT

BETWEEN:

CITY OF PRINCE RUPERT
424 West Third Avenue
Prince Rupert, B.C. V8J 1L7

(the "**City**")

AND

DISTRICT OF PORT EDWARD
700 Pacific Avenue
Port Edward, B.C. V0V 1G0

(the "**District**")

WHEREAS:

- A. Both the City and the District operate firefighting and emergency assistance response services;
- B. Both the City and the District are authorized by the *Community Charter* to enter into agreements with any person or properly constituted authority for the provision of fire protection and assistance response; and
- C. The City and the District have agreed upon terms and conditions under which they will provide service and/or assistance to one another during fire or similar emergency situations as set out in this Agreement.

THEREFORE in consideration of the mutual promises exchanged herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1. In this Agreement:

- (a) "**Agreement**" means this agreement and includes all recitals and schedules, if any, to this agreement.
- (b) "**Business Day**" means any day other than a Saturday, a Sunday, a statutory holiday and any other day on which the provincial or federal government has elected to be closed for business.
- (c) "**Emergency Resources**" means personnel, equipment, supplies, services and materials designated by a Responding Party for the purpose of Mutual Aid.
- (d) "**Fire Chief**" means the Chief of a Fire Department and his or her designate.

- (e) "**Fire Department**" means the Fire Rescue Department and assistance response organizations of each of the City and the District.
- (f) "**Formal Request**" means a direct request to respond to a specific Mutual Aid Incident.
- (g) "**Mutual Aid Incident**" means a fire, explosion, fuel spill, vehicle accident or other emergency incident located within the jurisdictional boundaries of the Requesting Party.
- (h) "**Mutual Aid**" means a Responding Party's Fire Department response to a Mutual Aid Incident in accordance with the guidelines and protocols established by the Responding Party.
- (i) "**Parties**" means the parties this Agreement and "**Party**" means any one of them.
- (j) "**Requesting Party**" means a party requesting Mutual Aid under this Agreement.
- (k) "**Responding Party**" means a party receiving a request for Mutual Aid under this Agreement.

2.0 **TERM**

- 2.1 This Agreement is effective as of 18 May 2023 and shall be for a term of three (3) years.
- 2.2 By mutual agreement the Parties may extend the term of this Agreement for three or more years.
- 2.3 Either Party may terminate this Agreement by delivering sixty (60) days written notice of termination to the other Party.

3.0 **ACKNOWLEDGMENT**

- 3.1 Both parties acknowledge that their respective Fire Departments have a limited amount of equipment and manpower and thus will be limited as to the resources they are able to release from their communities in response to a request for Mutual Aid under this Agreement. For certainty, the extent of the assistance given will be at the discretion of the Responding Party having regard to its own local needs and situation at the time of the request for Mutual Aid.
- 3.2 The Fire Department of the Responding Party shall respond to a Mutual Aid call from a Requesting Party in accordance with the following conditions:
 - (a) upon receipt of a Formal Request requesting Mutual Aid from the Fire Chief of the Requesting Party, the Fire Chief of the Responding Party shall dispatch Emergency Resources, as are available, to the Requesting Party to support the emergency operations at the Mutual Aid Incident, provided that doing so would not unreasonably diminish the capacity of the Responding Party to provide any required Emergency Resources in its own jurisdiction;
 - (b) the obligation of the Responding Party shall be limited to providing firefighting assistance, medical assistance, equipment and supplies and other emergency incident assistance deemed available by the Fire Chief of the Responding Party,

within the limitations of the training, experience and resources of the Responding Party's personnel;

- (c) the Responding Party shall not be obligated to provide any Emergency Resources to the Requesting Party if the safety and well-being of the Responding Party's community would be compromised by such a deployment; and
- (d) in the event of another emergency incident within the Responding Party's community, the Responding Party reserves the right, upon providing notice to the Requesting Party, to withdraw some or all of its Emergency Resources from the scene of the Mutual Aid Incident.

3.3. On an ongoing basis and as needed and to support Mutual Aid requests made pursuant to this Agreement, the Parties agree to provide

- (a) maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to the Mutual Aid Incident, together with locations of water supplies and access thereto;
- (b) applicable operating guidelines and communication protocols;
- (c) a copy of the Requesting Party's emergency plans, if any; and
- (d) names and contact information for the Requesting Party's key personnel.

3.4 Both Parties will provide access to each other's navigation software or mapping to enable each Party to upload all relevant infrastructure information, such as fire hydrants, to their own navigation systems if applicable.

4.0 CONTROL OF RESOURCES

4.1. The Fire Chiefs of both Parties will make reasonable efforts to cooperate and operate from a unified command position. In the event of a dispute, the Fire Chief of the Requesting Party shall direct the use of the Emergency Resources supplied by the Responding Party, and shall give his or her directions to the Fire Chief of the Responding Party. The Fire Chief of the Responding Party may, upon providing notice to the Requesting Party, withdraw the Emergency Resources of the Responding Party from the Mutual Aid Incident if, in the opinion of the Fire Chief, the safety of the Responding Party's Emergency Resources is a concern, or if good firefighting practices are not being followed.

4.2. All Emergency Resource equipment provided to the Requesting Party in response to the Mutual Aid Incident will be returned in the same condition as when they were delivered to the Requesting Party. The equipment will be deemed to be provided in good working order unless otherwise noted by the Responding Party at the time of delivery.

5.0 COST RECOVERY

5.1. The Responding Party shall invoice the Requesting Party for all costs incurred in providing Emergency resources during the Mutual Aid Incident and will detail all the costs incurred in providing Emergency Resources under this Agreement in an invoice provided to the Requesting Party. These costs may include but are not limited to:

- (a) regular time - salaries, wages and other regular time employment expenses of the employees or affiliated volunteers, at the current prevailing rates of the Responding Party;
- (b) overtime employment expenses of employees or affiliated volunteers at the current prevailing rates of the Responding Party;
- (c) firefighting supplies - value of supplies, services or other materials which are not returnable to the Responding Party. All charges will be at current market rates or at rates otherwise agreed to. Supplies or materials may be replaced with like supplies or materials if agreed to by the Responding Party. The Requesting Party will be responsible for all shipping and delivery fees.
- (d) equipment - compensation for the use of equipment, vehicles or other hardware owned outright by the Responding Party, which compensation rate shall be at a rate agreed to by the Requesting Party and the Responding Party, each acting reasonably. The Requesting Party shall be responsible for the operating costs of equipment provided, including repair costs, while in its possession.

5.2 An invoice shall be issued within thirty (30) days of the completion of the incident and payment shall be made within sixty (60) days of receipt of the invoice.

5.3. No service fee or standby fee shall be charged by the City or the District.

6.0 REPAIRS TO EMERGENCY RESOURCES

6.1. The Requesting Party will arrange for and pay for all costs associated with any necessary repairs or restoration of Emergency Resource equipment damaged in Responding to or as a result of the Mutual Aid Incident.

7.0 RELEASE AND COVENANT NOT TO SUE

7.1. The City and the District each release and covenant not to bring any action, suit, claim or proceedings of any kind against the other Party or the officers, employees, agents, volunteers, directors or Council members of that Party, in respect of any act or omission by those persons in the provision of Mutual Aid under this Agreement, excluding any willful misconduct or gross negligence. Without limitation, this release includes a decision by either Party not to attend a Mutual Aid incident or to withdraw from a Mutual Aid incident, as well as negligent acts by either Party or anyone for whom that Party is responsible at law.

8.0 INDEMNITY

8.1. The City and the District shall each indemnify and save harmless the other Party, and that other Party's employees, agents, volunteers, directors and Council members, in respect of any action, suit, claim or proceedings of any kind by a person who is not a party to this Agreement, in respect of any act or omission (excluding willful misconduct or gross negligence on the part of that Party or its officers, employee agents, volunteers, directors or Council members) in respect of the provision of Mutual Aid services under this Agreement. The indemnities contemplated in this Section 8.1 will survive the termination or expiration of this Agreement.

9.1 **INSURANCE**

9.1. Each Party to this Agreement shall maintain their liability insurance with the Municipal Insurance Association of British Columbia, or comparable insurance providing at least Fifteen Million (\$15,000,000.00) Dollars in liability coverage per occurrence, and shall include the other Party and its officers, employees, agents, volunteers, directors and Council members as additional insureds under such policy, in respect of activities relative to this Agreement. This coverage will include, but will not be limited to, general liability protection, indemnity and other coverages including environmental impairment liability (pollution coverage). All policies will contain customary cross liability clauses and confirmation that the terms of all policies shall be provided to each party within thirty (30) days after a policy is issued or amended.

9.2 The required insurance coverage pursuant to this Agreement will be arranged prior to the acceptance of the request for Emergency Resources under this Agreement by one of the Party's.

10.0 CORPORATE PROCEEDINGS

10.1. Each Party represents and warrants to the other Party that all necessary corporate proceedings have been taken to authorize the entry of this Agreement.

11.0 DISPUTE RESOLUTION

11.1. In the event of any dispute or material disagreement between the City and the District regarding the interpretation or application of any provision of this Agreement, the parties agree that:

- (a) the dispute resolution procedure set out in Section 11.0 of this Agreement can be initiated by one of the Party's delivering to the other Party written notice setting out the relevant facts of the dispute and the provisions of this Agreement or other basis of claim to justify the Party's position;
- (b) within 72 hours of receiving written notice, the City and the District, through senior managers appointed by each of the Parties, will in good faith make all reasonable efforts to resolve the dispute by negotiation during which time each Party will disclose to the other Party all relevant information relating to the dispute;
- (c) If the dispute is not resolved within ten days, the Parties will appoint a qualified mediator in a timely manner and attempt in good faith to further negotiate a resolution of such dispute; and
- (d) If the mediator cannot resolve the dispute within five days from being appointed, Division 3 of Part 9 of the *Community Charter*, [SBC 2003] Chapter 26 applies.

12.1 GOVERNING LAW

12.1. This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

13.0 NOTICE

13.1. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery; and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the City:

424 West Third Avenue
Prince Rupert, B.C. V8J 1L7

if to the District:

700 Pacific Avenue
Port Edward, B.C. VOV 1G0

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

Notice may be provided by email to:

City of Prince Rupert: Rosamaria Miller, Director of Corporate & Legislative Services
rosamaria.miller@princerupert.ca

District of Port Edward: Chief Administrative Officer
cao@portedward.ca

Any Party may change its address, facsimile number, email address or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party in writing.

Any notice given by email will be deemed to have been received when the sender receives a message confirming receipt or one hour after the time sent (as recorded on the device from which the sender sent the email) whichever happens first. An automated message advising the email has not been delivered or the recipient is out of office is not a message confirming receipt for the purposes of this provision.

If the notice is received on a day that is not a Business Day, or is received after 4:30 PM Pacific Standard Time, it is deemed to be received on the following Business Day.

14.0 TIME

14.1. Time is to be the essence of this Agreement.

15.0 BINDING EFFECT

15.1. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

16.0 WAIVER

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

17.0 HEADINGS

17.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

18.0 LANGUAGE

18.1. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

19.0 CUMULATIVE REMEDIES

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

20.0 RELATIONSHIP OF PARTIES

20.1. No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

21.0 AMENDMENT

21.1. This Agreement may not be modified or amended except by the written agreement of the parties.

22.0 SURVIVAL

22.1. All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and will be of full force and effect.

23.0 NOTICE OF VIOLATIONS

23.1. Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

24.0 MODIFICATION OF AGREEMENT

24.1 This Agreement may only be amended upon written consent executed by both of the Parties.

25.0 ENTIRE AGREEMENT

25.1. The whole agreement between the Parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

26.0 SEVERABILITY

26.1. Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

27.0 COUNTERPARTS

27.1. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF PRINCE RUPERT, by its
authorized signatory(ies):

DISTRICT OF PORT EDWARD, by its
authorized signatory(ies):

Authorized signatory

Authorized signatory

Authorized signatory

Authorized signatory



DISTRICT OF PORT EDWARD

66

REGULAR COUNCIL REPORT FOR DECISION

Date: November 14, 2023
To: Mayor and Council
From: Elsie Lemke, Interim Chief Administrative Officer
Subject: **Watson Island Water Supply Agreement**

Recommendation: That Council approves entering into the Watson Island Water Supply Agreement with the City of Prince Rupert for a term of 3 years effective the date of execution.

Background:

The Watson Island Water Supply Agreement with the City of Prince Rupert expired earlier this year, and needs to be renewed. The only material changes relate to the requirement in the previous Agreement for the installation of a backflow preventer and compound meter. Since these items were addressed during the previous term, there is no longer any need to include the terms in this Agreement. The new Agreement provides for a three- year term (as opposed to a 12 month term in the previous Agreement) and an extension by mutual agreement of the parties.

This Agreement has been reviewed by staff at the City of Prince Rupert, as well as District staff.

Approved for Submission to Council:



Elsie Lemke, Interim CAO

- Well Planned Finances
- Well Planned, Maintained, Financed Public Works & Infrastructure
- Growing & Progressive Economic Development
- High Quality of Life & Community Development
- Excellent Organization

Attachment:

- Watson Island Water Supply Agreement

The District of Port Edward / City of Prince Rupert
WATSON ISLAND WATER SUPPLY AGREEMENT

DATED FOR REFERENCE: November 15, 2023

BETWEEN: **The City of Prince Rupert**
 424 West 1st Ave.,
 Prince Rupert, B.C.
 V8J 1L7 (the “**City**”)

AND: **The District of Port Edward**
 770 Pacific,
 Port Edward, B.C.
 V0V 1G0 (the “**District**”)

WHEREAS:

- A. The District and City are both municipalities incorporated and operating pursuant to the *Community Charter and Local Government Act*.
- B. The District of Port Edward operates both a treated water and industrial (raw) water supply system servicing its boundaries.
- C. Under section 23 of the *Community Charter*, a municipal council has the authority to enter into agreements with other public authorities respecting activities and services within the power of a party to the agreement, including agreements respecting the undertaking, provision and operation of activities and services.
- D. The District also provides a specified amount of water under long term contract to the Port of Prince Rupert lands on Ridley Island, within the City of Prince Rupert boundaries.
- E. The District and the City wish to work together to provide bulk industrial (raw) water from the Port Edward system to service Watson Island, within the City of Prince Rupert on the terms and conditions set out in this agreement.

F. This service agreement is intended to strengthen the cooperative relationship between the communities and to support a a good working relationship that will facilitate further negotiations for the mutual provision of services between the two municipalities.

THEREFORE it is acknowledge the parties agree as follows:

1. Definitions & Interpretation

(a) In this Agreement:

- i) **“Backflow Preventer”** means an assembly or device that prohibits the backflow of water into a water supply system.
- ii) **“City Infrastructure”** means all works and improvements located in the municipal boundaries of the City of Prince Rupert necessary for it to receive the Water Services;
- iii) **“Chief Administrative Officer”** means the chief administrative officer of either party;
- iv) **“Claims”** includes all claims, demands, actions, suits, loss, damage, costs (including legal costs), fines, penalties, charges, and expenses;
- v) **“Commencement Date”** means date of execution.
- vi) **“Compound Meter”** means a water measurement device that has the capacity to accurately measure both high flow and low flow and is designed for wide flow rate applications.
- vii) **“Comprehensive Servicing Agreement”** means a comprehensive agreement for the provision of municipal services between the Parties.
- viii) **“District Infrastructure”** means all works and services located in the municipal boundaries of the District of Port Edward used to provide the Water Services;
- ix) **“District Personnel”** means the District’s elected officials, officers, employees, contractors, volunteers and agents;
- x) **“Engineering Standards”** means
 - (1) the standards relating to water systems in the Water Services Bylaw;
 - (2) Master Municipal Construction Documents regarding Master Municipal Specifications and Reference Specifications (white pages) and Drawings (green pages), not including the MMCD General Conditions, Procurement or Contract Management (pink pages); and
 - (3) other standards agreed upon in writing by the parties.
- xi) **“Force Majeure”** means an act of God, act of Canada’s enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires,

washouts, nuclear and radiation activity or fallout, arrests and distraints of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a party, which by the exercise of reasonable due diligence, the party could not have prevented;

- xii) **“Service Connections”** means the one or more points at which the District Infrastructure connects with the City Infrastructure for the purposes of the District delivering the Water Services, as more particularly shown in the Appendix A.
- xiii) **“Water Services”** means the provision of bulk industrial (non-potable) water to Watson Island within the municipal boundaries of the City;
- xiv) **“Water Services Bylaw”** means the District bylaw regulating the water system in the District of Port Edward and imposing fees for the usage of water and, at the time of this Agreement, includes the Water Rates & Regulations Amendment Bylaw No. 704, 2019.

(b) For the purpose of interpreting this Agreement:

- i) headings and captions are for convenience and do not form part of this Agreement;
- ii) a reference to an approval, authorization, consent, waiver, or notice means written approval, authorization, consent, waiver, or notice
- iii) the provisions of the *Interpretation Act* (BC) will be deemed to apply to this Agreement as if it were an enactment of the District and/or City.

(c) The following appendices are attached to and form part of this Agreement:

- i) Appendix “A” – Port Edward Service Connection.
- ii) Appendix “B” – Watson Island Distribution System.
- iii) Appendix “C”—Watson Island Emergency Action Plan and Shut off Procedure

2. Term

(a) The term of this Agreement will on execution of this Agreement and terminate on the earlier of:

- i) the day that is 3 years from the Commencement Date;
- ii) the day a Comprehensive Servicing Agreement enters into force; and
- iii) the termination of this Agreement pursuant to a provision herein.

(b) The parties may terminate or extend this Agreement through mutual agreement.

3. Provision of Services

- (a) On and after the Commencement Date, the District will provide to the City the Water Services.
- (b) The quality and quantity of water provided in the Water Services will be substantially similar to the quantity and quality of water provided by the District to similar water users within the District of Port Edward, subject to this Agreement and the following terms and conditions:
 - i) the total flow of water under the Water Services will not exceed 50 cubic metres per day or 6000 cubic meters for the year.
 - ii) all water under the Water Services will be raw, untreated water that is unsuitable for drinking water.
- (c) Except as expressly stated in this Agreement, the District does not guarantee water quality, pressure or uninterrupted supply of water, nor does it accept responsibility at any time for the maintenance of water pressure or for increases or decreases in water pressure to the City.

4. Services and Connection

- (a) The District will provide the Water Services to the City through the Service Connection.
- (b) Without limitation, the City will at all times own the City Infrastructure and the District will at all times own the District Infrastructure.
- (c) The District will prohibit and take all reasonable steps necessary to promptly disconnect any connection to the District Infrastructure that is contrary to this Agreement.
- (d) The City will:
 - i) be responsible for metering water at the Service Connections through the Compound Meter and
 - ii) agree the monthly readings provided by the District as conclusive evidence of the volume of water delivered under the Water Services.

5. Fees

- (a) Within 30 days of invoice by the District, the City will pay to the District a monthly base rate of \$500.00, and
- (b) A monthly fee for the Services calculated by multiplying the City's water usage in a calendar month and the greater of:
 - i) a volumetric fee of \$0.70 per cubic meter or

- ii) a volumetric fee based on the prescribed rate or rates for industrial water usage in the District Water Bylaw.
- (c) The City acknowledges the District intends to amend the District Water Bylaw during the term of this Agreement.
- (d) The District will make available to the City any calculations or background information reasonably required to substantiate a calculation of fees under subsection (a).

6. Maintenance and Repair

- (a) The City will maintain the City Infrastructure in a state of good repair and in accordance with the Engineering Standards.
- (b) The District will maintain the District Infrastructure in a state of good repair and in accordance with the Engineering Standards.

7. Representations and Warranties

- (a) The City and District represent and warrant to each other that:
 - i) they have the legal capacity to enter into this Agreement and comply with and perform every term and condition of this Agreement;
 - ii) all necessary corporate proceedings have been taken to authorize each party to enter into this Agreement and to execute and deliver this Agreement; and
 - iii) this Agreement has been properly executed and delivered.

8. Indemnity

- (a) The City will:
 - i) release the District and District Personnel from; and
 - ii) will indemnify and save harmless the District and the District Personnel against:
all Claims incurred by
 - iii) the City;
 - iv) third parties, including consumers of the Water Services; and
 - v) the District and District Personnel;arising from or connected to one or more of the following:

- vi) the cessation in whole or in part of water pressure, the Water Services supply, or changes in operating pressure, or the quality of the Water Services;
- vii) breach by the City of any of its obligations under this Agreement;
- viii) reliance by the City on the Water Services for fire suppression activities;

except to the extent such Claims are the result of the District breaching any of its obligations under the Agreement.

- (b) The District will indemnify and save harmless the City and its officers, elected officials and employees against all liability, claims and expenses arising out of any breach by the District of any of its obligations under this Agreement
- (c) The release and indemnity under subsection (a) will survive the expiry of the Term but is subject to any event of Force Majeure.

9. Interruption of Services

- (a) It is the intention of the parties that all water users of both communities be subject to the same water conservation, water restriction and management policies and requirements.
- (b) The District may, without terminating this Agreement, interrupt all or part of the Water Services if:
 - i) The City fails to pay any fees due to the District within 45 days of notice to the City;
 - ii) The District's Chief Administrative Officer, acting reasonably, determines such interruption is necessary for reasons of public health and safety, conservation or environmental protection and, except in the case of an emergency, provides at least 5 days' notice to the City.

10. Force Majeure

- (a) No party will be liable for its failure to perform any of its obligations under this Agreement due to Force Majeure or non-availability of materials or transportation.

11. Dispute Resolution

- (a) The parties agree this Agreement is made in the spirit of cooperation and will require regular communications between the respective operators and engineering staff.
- (b) In the event of a dispute arising out of or in connection with this Agreement, any party may require the assistance of a skilled commercial mediator, such mediator to be mutually agreed upon by the parties within 30 days of receipt by a party of written notice requiring the mediation. This section will not prevent either party from seeking a resolution of a dispute in court of competent jurisdiction.

12. Notice

- (a) Any notice, direction, demand, approval, certificate, or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier addressed to the Chief Administrative Officer of a party, at the address shown on the first page of this Agreement.
- (b) Any notice, direction, demand, approval, certificate, or waiver will be deemed to be delivered on the next business day after it was sent.

13. General

- (a) Assignment – Neither party may assign this Agreement.
- (b) Enures – This Agreement will enure to the benefit of and be binding upon the parties and their respective successors.
- (c) Time – Time is of the essence of this Agreement.
- (d) Invalidity – If any portion of this Agreement is found illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion will be severed and the decision that it is illegal or invalid will not affect the validity of the remainder of the Agreement.
- (e) Entire Agreement – This Agreement is the entire Agreement between the parties and it terminates and supersedes all previous communications, representations warranties, covenants and Agreements, whether written or verbal.
- (f) Counterparts – The parties may execute this agreement in counterparts delivered electronically.
- (g) Governing Law – The laws of British Columbia will govern this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

The City of Prince Rupert, by its authorized signatories this ____day of November, 2023.

Name:

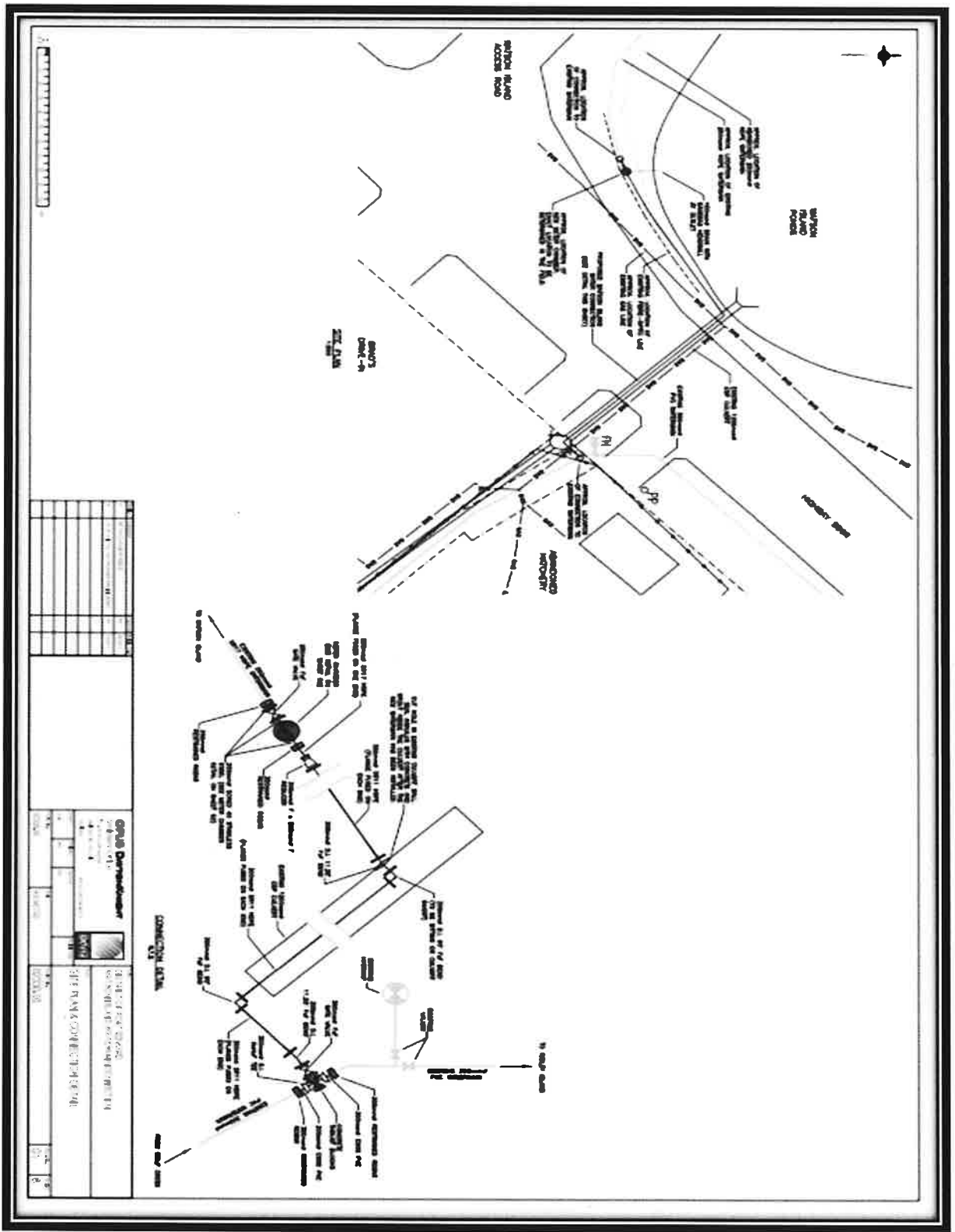
Name:

The District of Prince Edward, by its authorized signatories this ____day of November, 2023.

Name:

Name:

Appendix "A" – Port Edward Service Connection





DISTRICT OF PORT EDWARD

6C

REGULAR COUNCIL REPORT FOR DECISION

Date: November 14, 2023
To: Mayor and Council
From: Elsie Lemke, Interim Chief Administrative Officer
Subject: Lease Agreement with School District No. 52

Recommendation: That Council approves entering into the Amendment to Lease Agreement with the Board of Education of School District No. 52 for the term September 1, 2022 to August 31, 2027.

Background:

The District of Port Edward entered into a twenty-year lease with School District No. 52 in 2012 for the community school building. The Agreement provides for an opportunity to review the terms of the Agreement and the rent to be paid every 5 years. In 2017, Council agreed to reduce the monthly lease from \$5,000 to \$3,500 for the period ending August 31, 2022.

The attached amendment addresses the term September 1, 2023 to August 31, 2028, and proposes to continue with the same lease payment at \$35,000 per year plus GST. The school is struggling with student enrollment, and although the District's costs have increased, it is recommended that the lease payment not be increased so as not to jeopardize continued operation of the school in the community. School District officials have agreed to the amendment as proposed.

Approved for Submission to Council:



Elsie Lemke, Interim CAO

- Well Planned Finances
- Well Planned, Maintained, Financed Public Works & Infrastructure
- Growing & Progressive Economic Development
- High Quality of Life & Community Development
- Excellent Organization

Attachment:

- Amendment to Lease

AMENDMENT TO LEASE

THIS AGREEMENT dated for reference the ____ day of _____, 2023.

BETWEEN:

DISTRICT OF PORT EDWARD

P.O. Box 1100
770 Pacific Avenue
Port Edward, B.C. V0V 1J0

(the "District")

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

634 – 6th Avenue East
Prince Rupert, B.C. V8J 1X1

(the "School District")

WHEREAS:

- A.** The District and the School District entered into an Agreement on the 1st day of September, 2012 (the "Lease"), wherein the parties established the terms and conditions under which the District would grant to the School District a lease of the Land (as defined in the Lease); and
- B.** The parties have agreed to amend the Lease in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the premises below, the payment of \$1.00 from each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Lease is hereby amended by setting the rent for the Term September 1, 2022 to August 31, 2027 at THIRTY FIVE THOUSAND (\$35,000) DOLLARS, plus Goods and Services Tax per year.
2. If any section of this Agreement or any part of a section is found to be unlawful or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

- 3. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the "School District" consists of more than one person, the term "School District" shall mean all such persons jointly and severally.
- 4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 5. All terms, conditions, covenants and agreements of the Lease not specifically modified by this Agreement shall remain unchanged and in full force and effect.
- 6. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.

IN WITNESS whereof the parties have executed this Agreement on the dates written below.

DISTRICT OF PORT EDWARD by its
authorized signatories:

Mayor:

Corporate Officer:

**THE BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 52 (PRINCE RUPERT)** by its
authorized signatories:

Authorized Signatory:

Authorized Signatory:



6d

DISTRICT OF PORT EDWARD

COUNCIL REPORT FOR INFORMATION

Date: November 14, 2023
To: Mayor and Council
From: Elsie Lemke, Interim Chief Administrative Officer
Subject: CAO's Report to Council – October 19 – November 8, 2023

Administration

- Follow up with McElhanney Engineering regarding storm drainage issues on private property.
- Met with School District officials regarding extension of expired Lease Agreement;
- Prepared and issued joint media release for redevelopment of Port Ed Store and Post Office;
- New CAO recruitment and interview process underway;
- Meeting with Telus on property remediation – followed up with request for reasons why they are not proceeding with commitments in 2016 Agreement;
- Met with Oceanview property owners regarding driveway design and repairs proposed;
- Processed applications for Temporary Use Permit, Development Permit;
- Arranged for corrections to Audited Financial Statements re – overstatement of legal costs in 2022;
- Met with North Pacific Cannery regarding state of lease/sublease. Final updates completed and forwarded for Board approval;
- Updated and finalized expired Agreements with City of Prince Rupert – Watson Island Water and Fire Mutual Aid Agreements;
- Participated in legal seminar on line for updates on changes to legislation and recent court decisions affecting municipalities;
- Prepared 2024 Capital Budget Reports for Council consideration;
- Attended meeting with PR Salmon Enhancement Society and McElhanney regarding Oldfield Creek Hatchery new location feasibility study;

Public Works

- Safety meeting on Asbestos Awareness with public works staff;
- Sani dump winterized and closed;
- Winter sand being hauled and mixed;
- Hydro flushing of fire hydrants complete;

- Three new service connections completed, inspected, maps and service cards updated;
- Blind around park porta-potti completed;
- Post office structural and flooding issues being addressed – ongoing;
- Plows and sanders installed on equipment;
- Raw water pump maintenance done;
- Inventory underway for year end accounting;
- New mower delivered. Plans are for attachments to use on sidewalks during winter season.

Approved for Submission to Council



Elsie Lemke, Interim CAO



DISTRICT OF PORT EDWARD

Director of Corporate
Administrative Services & Strategic Projects

7a

COUNCIL REPORT FOR CONSIDERATION

Date: November 14, 2023
To: Elsie Lemke, Interim Chief Administrative Officer
From: Polly Pereira, Director of Corporate Administrative Services
Subject: Fireworks Amendment Bylaw # 751

RECOMMENDATION: That Council gives first, second and third reading to the attached Fireworks Amendment Bylaw No. 751, 2023.

BACKGROUND: The attached Fireworks Bylaw # 723 needs to be amended to include the issuance of a permit for discharge of fireworks on private property. As stated in the attached Fireworks Amendment Bylaw # 751, 2023. We are now requesting that Council gives first, second and third reading.

Prepared By:

Polly Pereira, DCAS

Approved for Submission to Council

Elsie Lemke, Interim CAO

Strategic Plan Priority Aligned With:

- Well Planned Finances
- Well Planned, Maintained, Financed Public Works & Infrastructure
- Growing & Progressive Economic Development
- High Quality of Life & Community Development
- Organizational Excellence

Attachments

- Fireworks Bylaw # 723, 2021



DISTRICT OF PORT EDWARD
Fireworks Amendment Bylaw No. 751, 2023

A BYLAW TO AMEND THE DISTRICT OF PORT EDWARD
FIREWORKS BYLAW # 723, 2021

WHEREAS Council for the District of Port Edward wishes to amend the Fireworks Bylaw # 723, 2021 to insert a permit application section.

NOW THEREFORE the Council of the District of Port Edward, in open meeting assembled enacts as follows:

Insert after section 4.11

4.12 Notwithstanding section 4.5 herein, the issuance of a permit to an authorized person for the discharge of fireworks on private property for the purpose of the observance or celebration of a special event or festival where all conditions to obtain a permit under this bylaw have been met, may be approved. The fee for every permit issued for private property shall be Zero (\$0.00).

READ a first time this day of November, 2023;

READ a second time this day of November, 2023;

READ a third time this 14th day of November, 2023;

RECONSIDERED AND ADOPTED THIS day of December, 2023

Knut Bjorndal, Mayor

Polly Pereira, Director of Corporate
Administrative Services



DISTRICT OF PORT EDWARD

Fireworks Bylaw No. 723

A BYLAW TO PROVIDE FOR THE REGULATION, SALES, POSSESSION AND USE OF FIREWORKS

WHEREAS Council of the District of Port Edward, in accordance with Section 8 (3)(d) of the Community Charter, may establish by bylaw to regulate, prohibit and impose requirements in relation to firecrackers, fireworks and explosives.

NOW THEREFORE the Council of the District of Port Edward, in open meeting assembled enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as the “District of Port Edward Fireworks Bylaw No. 723, 2021.

2. REPEALS

Fireworks Regulations Bylaw # 384, 1996 is hereby repealed.

3. DEFINITIONS

In this Bylaw, unless the context otherwise requires:

“Approved” means approved by an Officer of the District of Port Edward, Fire Chief or designate.

“Council” means the Council of the District of Port Edward.

“District” means the District of Port Edward.

“Explosive” includes gunpowder, nitro glycerine, gun cotton, dynamite, blasting gelatin, fulminate or mercury, or other metals, coloured fire and every other substance used or manufactured to produce a violent effect by explosion caps, detonators, cartridges, and ammunition.

“Fire Chief” means the person who is appointed from time to time as Fire Chief of the District of Port Edward or that person’s representative.

“Fire Department” means the District of Port Edward Volunteer Fire Department.

“Firecracker” includes small fireworks with entwined fuses used solely as noise makers, not for pyrotechnic effects or have little or no pyrotechnic effect and without limitation such as bottle rockets, screechers, screecharoos, humaroots, supersonic bang, butterfly thunder and air bombs and items similarly named or are in the same noise producing category.

“Fireworks” means consumer fireworks, manufactured goods intended to be used for pyrotechnic effect that are classified by the Canada Explosives Regulations as low hazard fireworks for recreation (Class 7.2.1) such as, but not limited to, fireworks, showers, fountains, golden rain, lawn lights, pinwheels, Roman candles, and volcanoes. (**Low Level Fireworks less than 50 meters**) (**High-Level Fireworks** more than 50 meters such as aerial shells, comets, large roam candles. Designed for professional and certified individuals as per the Federal Explosives Acts and Explosives Regulations may use high-hazard display fireworks.)

“Minor” means a person under the age of nineteen (19) years old.

“Occupant” means an owner, tenant, lessee, agent, licensee, and any other person who has the right of access to and control of any, land, building or premises to which this bylaw applies.

“Peace Officer” means Fire Chief, Fire Prevention Officer, Bylaw Officer, Police/RCMP Officer.

“Possession” means when a person has anything in his/her personal possession or knowingly has it in the possession or custody of another person or place, whether or not that place belongs to or is occupied by him/her.

“Restricted Area” means a storage area specifically assigned for the storage of fireworks that are behind a counter, in a locked cabinet, supervised by the retail proprietor or under constant surveillance.

“Sales” means the act of selling, the exchange of goods or services for money or other valuable considerations.

4. GENERAL

4.1 No person shall sell or offer to sell, either by way of retail or wholesale, fireworks in the District of Port Edward.

4.2 No person shall give or otherwise dispose of fireworks to another person in the District of Port Edward.

- 4.3 No person shall sell, give or furnish fireworks or firecrackers to a minor.
- 4.4 No minor shall be in possession of, ignite or explode fireworks or firecrackers.
- 4.5 Except as provided in this bylaw, no person shall explode or discharge fireworks in the District of Port Edward, whether on public or private property.
- 4.6 No person shall manufacture any fireworks by altering or combining any combustibles, chemicals, explosives, flammables or other dangerous things.
- 4.7 A Peace Officer may seize firecrackers or fireworks being held in violation of this bylaw and may dispose of them without compensation.
- 4.8 The Fire Chief may enter onto property and inspect premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to person or property.
- 4.9 An occupant of real property shall remove or reduce anything or conditions from a building or yard which in the opinion of the Peace Officer is a fire hazard or increases the danger of fire during use or fireworks.
- 4.10 After an inspection the Fire Chief may order, in writing, that, within a reasonable time set out in order, the occupant remove, destroy, repair or alter the use of the occupancy of the premises, or remove or take precautions against any fire hazard as set out in the order.
- 4.11 The District shall charge any and all costs that are incurred while mitigating fires resulting from the misuse of fireworks to the person or persons responsible for discharging the fireworks or firecrackers.

5. SAFETY

- 5.1 The person displaying the fireworks must read all instructions and plan the order of firing before hand.
- 5.2 This bylaw shall be subject to the provisions of the Federal Explosives Acts and Explosives Regulations.
- 5.3 In the event of a fire ban a person shall not be permitted to discharge fireworks at any time.
- 5.4 No person shall explode any fireworks on any highway, road, street, lane, bridge or other public place unless authorized in writing by Council resolution and signed by the

Fire Chief. Application must be submitted at least thirty (30) days before the event and any other required information. **A fee of one hundred and fifty (\$150) dollars will be required for the use of any public place.**

- 5.4 Any person or organization conducting a public display using a public area with written permission of Council or authorized entity must provide a detail plan of their fireworks display with their fireworks application.
- 5.5 Clean-up after the show- wait 30 minutes after the display has finished. Check the firing area for duds, clean up all debris, and check it again the next morning. Water supply or extinguishers must be on hand during the event.
- 5.6 Any and all costs that are incurred while mitigating fires resulting from the misuse of fireworks will be charged to the person or persons responsible for discharging the fireworks or firecrackers.

6. PENALTIES

- 6.1 A person who contravenes a provision of this Bylaw is guilty of an offence and is subject to the penalties imposed by this Bylaw.
- 6.2 Each day that a contravention of this provision of this Bylaw continues is a separate offence.
- 6.3 Each person who commits an offence against this Bylaw is liable to a fine of not less than Two Hundred Dollars (\$200) and not more than Ten Thousand Dollars (\$10,000).

7. SEVERABILITY

- 7.1 The provisions of this bylaw are severable and the invalidity of any part of this Bylaw shall not affect the validity of the remainder of this bylaw.

READ a first time this 14th day of December, 2021;

READ a second time this 14th day of December, 2021

READ a third time this 14th day of December, 2021

RECONSIDERED AND ADOPTED THIS 11th day of January, 2022

Knut Bjorndal, Mayor

Polly Pereira, Director of Corporate
Administrative Services



DISTRICT OF PORT EDWARD

76

Director of Corporate
Administrative Services & Strategic Projects

COUNCIL REPORT FOR CONSIDERATION

Date: November 14, 2023
To: Elsie Lemke, Interim Chief Administrative Officer
From: Polly Pereira, Director of Corporate Administrative Services
Subject: **Sewer Rates & Regulations Amendment Bylaw # 752**

RECOMMENDATION: That Council gives first, second and third reading to the attached Sewer Rates & Regulations Amendment Bylaw No. 752, 2023.

BACKGROUND: The attached Sewer Rates & Regulations t Bylaw # 397 needs to be corrected. Section 9(1) indicates that a minimum diameter of each sewer connection shall be 150mm and that is not correct, as it should say 100mm. The BC Building Code states that the size of the building drain and building sewer shall not be less than 4 inches (100mm). We are now requesting that Council gives this bylaw first, second and third reading.

Prepared By:

Polly Pereira, DCAS

Approved for Submission to Council

Elsie Lemke, Interim CAO

Strategic Plan Priority Aligned With:

- Well Planned Finances
- Well Planned, Maintained, Financed Public Works & Infrastructure
- Growing & Progressive Economic Development
- High Quality of Life & Community Development
- Organizational Excellence

Attachments

- Sewer Rates and Regulations Bylaw # 397, 1997



DISTRICT OF PORT EDWARD

Sewer Rates and Regulation Amendment Bylaw No. 752, 2023

A BYLAW TO AMEND THE SEWER RATES AND REGULATION BYLAW # 397, 1997.

WHEREAS Council for the District of Port Edward wishes to amend and correct section 9(1) of the Sewer Rates and Regulation Bylaw #397, 1997;

THEREFORE the Council of the District of Port Edward in open meeting assembled enacts as follows:

Correction to Section 9- Building Sewers

Remove

- (1) **The minimum diameter of each sewer and sewer connection shall be 150 mm.**

Replace with:

- (1) **The minimum diameter of each sewer and sewer connection shall be 100 mm.**

READ a first time this day of November, 2023;

READ a second time this day of November, 2023;

READ a third time this 14th day of November, 2023;

RECONSIDERED AND ADOPTED THIS day of December, 2023

Knut Bjorndal, Mayor

Polly Pereira, Director of Corporate
Administrative Services

**DISTRICT OF PORT EDWARD
BYLAW NO. 397**

A BYLAW TO REQUIRE OWNERS OF PROPERTY TO CONNECT THEIR BUILDINGS AND STRUCTURES TO THE APPROPRIATE SEWER CONNECTIONS;

TO IMPOSE A CONNECTION CHARGE AND FIX THE TERMS AND CONDITIONS OF PAYMENT;

TO REGULATE THE DESIGN AND INSTALLATION OF SEWAGE WORKS PROVIDED BY PERSONS OTHER THAN THE MUNICIPALITY;

AND TO IMPOSE A CHARGE AGAINST THE OWNER OR OCCUPIER OF REAL PROPERTY FOR THE USE OF THE SANITARY SEWER SYSTEM.

The Council of the District of Port Edward, in open meeting assembled, enacts as follows:

1. CITATION

This bylaw may be cited as the "Sewer Rates and Regulations Bylaw No. 397, 1997".

2. INTERPRETATION

In this bylaw, unless the context otherwise requires;

Building Inspector shall mean a person or persons appointed from time to time by the Council of the District of Port Edward as Building Inspector and includes Deputy and Assistant Building Inspectors.

Building Sewer shall have the meaning as described in the B.C. Plumbing code as amended from time to time.

Common sanitary sewer shall mean and shall include any sewer main upon or under, any public street, lane, right-of-way, or easement, for the purpose of bearing sewage, which sewer main is owned or maintained by the District, whether laid by the District or any other person whomsoever.

Quarter shall mean the relevant 3 month period ending on the last day of March, June, September, and December of any year.

Storm Sewer shall mean and includes any sewer main upon or under, any public street, lane, right-of-way, or easement, for the purpose of bearing drainage water, which sewer main is owned or maintained by the District, whether laid by the District or any other person whomsoever.

Superintendent of Public Works shall mean the Superintendent of Public Works appointed by the Council of the District of Port Edward.

3. SANITARY SEWER CONNECTION REQUIRED

Every owner of real property which abuts a street or lane or other public right-of-way upon or under which there is laid a common sanitary sewer, or is within 20 m of such common sanitary sewer and upon which there is situated a building or structure shall connect or cause to be connected, the said building or structure to the common sanitary sewer in the manner provided by this bylaw.

4. STORM SEWER CONNECTION

Owners of real property may connect, where available, a building or structure to the storm sewer in the manner provided by this bylaw.

5. APPLICATION FOR CONNECTION

- (1) All applications for an installation of all sewer connections shall be made to the Superintendent of Public Works by the owner or his agent.
- (2) The said applications shall be accompanied by the required connection charge as laid down in Schedule "A" of this bylaw.
- (3) Upon approval of the application, the Superintendent of Public Works shall cause to be laid, a sewer connection extending from the common sanitary or storm sewer to the applicant's building sewers at the property line.
- (4) If the application is rejected, the Superintendent of Public Works shall notify the owner of the reasons for rejection and return the connection charge which accompanied the application.
- (5) Any extension to any sewers shall be at the owners expense, in accordance with the provisions of this bylaw.
- (6) Where a new building or structure is being built and will come within the provisions of this bylaw, the owner or his agent shall make applications for a connection permit and pay the connection charge at the time he makes application for the connection permit.

6. CONNECTION CHARGE

- (1) The connection charge covers:
 - (a) the connection to the sewers to the property line of the applicant;
 - (b) the inspection of the applicant's building sewer.

7. FAILURE TO CONNECT

- (1) In the event of any owner failing to make application for a connection required under this bylaw, the Superintendent of Public Works may serve on the owner a notice stating that the said owner shall connect or cause to be connected, his buildings or structures to the common sewer within thirty (30) days of the date of the notice, or the Municipality will have the work done at the expense of the owner, including a 15% administration fee.
- (2) After the expiration of the thirty (30) day period, the Municipality may enter upon the property of the owner and cause the connection to be made. The total cost and expense of making the connection, including the cost of installing the building sewer and the sewer connection, shall be charged against the owner of the property, including a 15% administration fee. Any amount remaining unpaid on the 31st day of December shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.
- (3) In the event of failure to make a proper connection to the satisfaction of the Building Inspector, the Superintendent of Public Works shall give notice to correct within 30 days of notice.

8. USE OF SEWERS

- (1) No person shall discharge or cause to be discharged:
 - (a) Any storm water, surface water, ground water, roof run-off, or unpolluted industrial process water to any sanitary sewer;
 - (b) Any sewage into a storm sewer;
 - (c) Any inflammable liquid, including gasoline, naphtha, or explosive substance or any grease, oil, lye, free acid, mud, grit, plaster of paris, lime, clay or any other trade or industrial waste which may injure or impair the efficiency of any sewer;
 - (d) Any steam exhaust, blow-off or drip from drip-pipe or any heated water into any sewer until the temperature has been reduced to at least 65 degrees C provided that steam exhausts shall be discharged into a blow-off or condensing tank and so such tank may be connected to the sewer until the Health Inspector has approved in writing the design, construction and location of such tank.

- (2) In the case of any commercial or industrial premises where there exists a possibility that such noxious wastes as described in subsection (1) may be harmlessly discharged into the common sewer, a permit to connect the sewer may be issued by the Health Inspector when he has approved the layout and design of the protective devices by means of which the applicant proposes to prevent or neutralize the discharge of the said noxious wastes into the common sewer.

9. BUILDING SEWERS

- (1) The minimum diameter of every sewer and sewer connection shall be 150 mm.
- (2) Each lot must be separately and independently connected with any sewer.
- (3) All sewers from houses and other buildings shall be installed by and at the cost of the owner and shall be constructed of one of the following materials:
 - (a) Plastic PVC SDR 35.
 - (b) Such other material as may be approved from time to time by the B.C. Plumbing Code.
- (4) The building sewer shall be laid to an even slope of not less than one to fifty in the direction of flow in the case of 100 mm, and not less than one to one hundred in the case of 150 mm.
- (5) The pipe shall be laid not less than 0.90 m below the finished surface of the ground, as measured to the top of the pipe, except where the resultant grade would be less than specified in Section 4 of this bylaw, due to the lack of depth to the main sewer.
- (6) The pipe shall be laid concentric to each adjacent pipe and the joints shall be flush, even, and free of any internal obstruction.
- (7) Where couplings are provided by the manufacturer the couplings shall be installed in accordance with the manufacturer's specifications.
- (8) Bell and spigot pipe shall be laid with the spigot end facing in the direction of the flow.
- (9) Excavating for house sewer trenches shall have a uniform grade at the bottom. Each length of pipe shall be given a solid, even bearing.
- (10) No work of any kind connected with the sewer system either for laying new or repairing old services shall be done upon or under any street or lane in the District by any other than the employees or agents of council.

- (11) Where the building sewer is laid near any shrub or tree whose roots may penetrate the pipe points, the Building Inspector may require that special joint-material be used.
- (12) At every change of direction, the owner shall install a long sweep bend whose radius shall be at least 0.90 m.
- (13) Immediately inside the premises and in an accessible position, the owner shall install a clean-out of the same diameter as the connection.
- (14) Where the building sewer is laid over filled ground or in ground which may be subject to settling, the Building Inspector may require that the cast iron soil pipe or other materials than those mentioned in subsection (3) be used.

10. INSPECTION OF BUILDING SEWERS

- (1) When the owner has completed the installation of his building connection, but before the same has been backfilled, he shall inform the Building Inspector that the installation is complete and the Building Inspector shall forthwith make an inspection of the work.
- (2) The owner or agent shall test the house connection for water-tightness in the presence of the Building Inspector. The test shall be performed by sealing the building sewer at the property line, using an approved plug, and then filling the line with water so that a head of not less than 1.8 m is placed on all sections of the building sewer. The rate at which water escapes from the building sewer, when calculated under this test, shall not exceed 1 litre for each 3 m of building sewer.
- (3) The backfilling of the building sewer shall not be commenced until the Building Inspector has signified in writing that he is satisfied that the materials and workmanship employed are to his satisfaction and that the pertinent sections of this and other bylaws have been adhered to.
- (4) Materials and workmanship which, in the opinion of the Building Inspector are defective, or otherwise not in accordance with the provisions of this bylaw shall be removed and replaced by the owner, at the direction of the Building Inspector and the building sewer shall not be backfilled unless and until the said house sewer has been accepted and approved by the Building Inspector. Failure to replace materials of workmanship as provided in this section shall be cause for the municipality to proceed with the issuance of a notice referred to in Section 6 (3) of this bylaw.

11. USER CHARGE

- (1) There shall be and is hereby imposed and levied a sewer user charge against the owner or occupier of real property whose property or premises is connected any sewer system.

- (2) Each parcel of land or premises shall be classified in accordance with the categories set out in "Schedule A" attached hereto and forming part of this bylaw and the user charge imposed shall be the rate shown opposite the relevant category.
- (3) In the case of a connection being made during any year, the charge imposed shall begin with the month during which the final inspection of the sewer connection was made, if made on or before the fifteenth (15th) day of the month, the user charge shall be for the total month, or if made after the fifteenth (15th) day of the month, the charge shall be for Fifty Percent (50%) of the current monthly user charge.
- (4) The user rates and charges as set forth in Schedule A - Section I shall be payable quarterly, unless otherwise required, at the office of the Superintendent of Public Works, on or before the last business day of the current quarter.

12. OFFENSES

Any person who violates any of the provisions of this bylaw shall be guilty of an offense and shall be liable on summary conviction to a fine not exceeding the sum of Five Hundred Dollars (\$500.00) and costs for each offense.

13. REPEAL

This bylaw will repeal "Sewer Rates and Regulations Bylaw No. 376, 1995" and all amendments thereto.

READ a first time this 9th day of December, 1997.
 READ a second time this 9th day of December, 1997.
 READ a third time this 9th day of December, 1997.
 ADOPTED this 23rd day of December, 1997.

Mayor

Clerk

Certified a true copy of bylaw
cited as "Sewer Rates & Regulations
Bylaw No. 397, 1997".

Clerk

SCHEDULE "A"

I	<u>Sewer Rates</u>	<u>Monthly</u>	<u>Quarter</u>
a)	1. Each self contained dwelling unit, including each Suite within a multiple dwelling or each apartment within an Apartment Block -Each Unit	\$ 15.00	\$ 45.00
	2. Trailer Parks, Manufactured Home Parks -each campsite, space, or pad whether or not occupied by a trailer or Manufactured Home	\$ 15.00	\$ 45.00
	3. Rooming or boarding House- -Plus for Each Housekeeping Unit -and for each Sleeping Room	\$ 15.00 \$ 15.00 \$ 7.50	\$ 45.00 \$ 45.00 \$ 22.50
	4. Restaurant, Cafe, Coffee Shop, Snack Bar (Unlicensed)-	\$ 24.00	\$ 72.00
	5. Hotels, Motels & Auto Courts- -For each unit with Kitchen Facilities -For each unit without Kitchen Facilities	\$ 24.00 \$ 15.00 \$ 7.50	\$ 72.00 \$ 45.00 \$ 22.50
	6. Licensed Lounges, Licensed Restaurants, Licensed coffee Shops Licensed Cafes -	\$ 58.50	\$176.00
	7. Schools	\$ 93.33	\$ 280.00
	8. Business Premises, Stores, Offices, Workshops, Garages and Service Stations, Warehouses, and Industrial Buildings or other commercial undertaking not otherwise classified: -With 9 employees or less -With more than 9 employees	\$ 24.00 \$ 58.50	\$ 72.00 \$176.00
	9. Private Clubs, Service Clubs, Churches	\$ 15.00	\$ 45.00
	10. Public Halls, or Church Halls	\$ 24.00	\$ 72.00

II CONNECTION CHARGES

100 mm sanitary sewer connection	\$1100.00
150 mm sanitary sewer connection	\$1200.00

For larger than 150 mm sewer connection, the minimum fee is \$1200.00 plus any costs incurred over this amount.

All road crossings and rock excavating would be additional cost

150 mm storm sewer connection	Cost
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Board Highlights

October 2023

Board Business:

1. The Board resolved to apply for Rural Economic Diversification and Infrastructure Program funding in the amount of \$341,982 to support the Sandspit Trail Development project.
2. The Board resolved to apply for B.C. Active Transportation Network Planning Grant Program funding for the Electoral Area D Active Transportation Network Plan project.
3. The Board resolved to send follow-up correspondence summarizing meetings that occurred between the North Coast Regional District (NCRD) and various ministers and Northern Health at the 2023 UBCM Convention in Vancouver, B.C.
4. The Board passed three readings of [Bylaw No. 587.2, 2023 – Regional Recycling Fees and Charges Amendment Bylaw](#).
5. The Board resolved to send correspondence to the Executive Vice President and Chief Ambulance Officer of the BC Emergency Health Services and highlight the challenges with dispatch and first responders in remote communities in the NCRD.
6. The Board resolved to send correspondence to the Honourable Minister Beare to request that the Ministry of Citizens' Services expedite its decision-making on the Connecting Communities BC grant fund approvals.
7. The Board resolved to purchase a new administration building located at 730 2nd Avenue West in Prince Rupert, B.C. The building was purchased using reserve funds that the Board had been saving over a number of years. Additional information on the NCRD's move will follow in the new year!

For complete details of NCRD Board meetings, the Agenda and Minutes are posted online at www.ncrdbc.com.