

---

# District of Lantzville

## REPORT TO COUNCIL

---

Special Council Agenda Item  
March 20, 2017

File: 1850-20-BCFC

\\DoL\Reports to Council\2017\Sewer Phase 3 Grant Mar 20 2017 Special.doc

**AUTHOR:** Trudy Coates, Director of Corporate Administration/Acting CAO  
**SUBJECT:** New Building Canada Fund – Small Communities Fund (NBCF-SCF) PROJECT  
Phase III Sanitary Sewer Collection System – Shared Cost Agreement SCA N20184

---

### **RECOMMENDATIONS**

THAT the District of Lantzville enters into the Shared Cost Agreement SCA N20184 with the Province of British Columbia for the Phase III Sanitary Sewer Collection System (Project #N20184) commencing March 6, 2017 through the New Building Canada Fund – Small Communities Fund (NBCF-SCF); AND FURTHER THAT Council authorizes the Mayor and the Director of Corporate Administration to execute the NBCF-SCF Shared Cost Agreement substantially in the form as presented March 20, 2017.

THAT Council approves \$2,000,000 in 2017 and \$4,880,000 in 2018 for the Phase III Sanitary Sewer Collection System included in the 2017-2021 Financial Plan for immediate release.

### **ALTERNATIVES**

1. Other action as directed by Council. However, approval is time-sensitive as project funding is subject to terms and conditions of the shared cost agreement which must be signed by March 23, 2017.

### **ATTACHMENTS**

1. LETTER - Liam Edwards, Executive Director, Local Govt Infrastructure & Finance Branch, Ministry of Community, Sport and Cultural Development (15 Mar 2017) re: New Building Canada Fund – Small Communities Fund (NBCF-SCF) Project #N20184 – Phase III Sanitary Sewer Collection System (Background: March 11, 2017 News Release)
2. AGREEMENT - Director, Infrastructure and Engineering, Ministry of Community, Sport and Cultural Development (15 Mar 2017) re: Project #N20184 – Phase III Sanitary Sewer Collection System – Shared Cost Agreement
3. BOUNDARY - Sanitary Sewer System Phase III – Phasing Boundaries Map dated February 17, 2015 included in grant application report
4. PHASING BOUNDARIES - Proposed Sanitary Sewer System Phasing Boundaries & Trunk Collection System Map dated February 10, 2015 & Schedules from Phase I and Phase II bylaws.

### **PURPOSE**

To obtain Council approval:

- To enter into the agreement to accept the grant approved under *the New Building Canada Fund – Small Communities Fund* for Phase III of the District's sanitary sewer collection system
- For early release of funds so staff may proceed with the project.

### **BACKGROUND**

Council has previously adopted bylaws to establish and enlarge local area service areas that are on municipal sanitary sewer collection systems for specified areas in the District of Lantzville. Reference:

Bylaw No. 47, 2007 for Phase 1, as amended to Bylaw No. 47.2, 2011

Bylaw No. 75, 2009 for Phase II, as amended to Bylaw No. 75.3, 2016

See Attachment #4 for a drawing showing phasing boundaries, and excerpts of schedules to Phase 1 and Phase II bylaws. Phases beyond Phase III would be development driven.

In 2015 the Federal and Provincial governments announced an investment up to \$218 million in British Columbia under a new funding program entitled *New Building Canada Fund – Small Communities Fund*

(NBCF-SCF). This program was developed in order to support infrastructure projects in communities with a population of less than 100,000 people. The Agreement speaks to the Federal and Provincial governments each contributing up to one-third of the total program funds, with the remaining one-third coming from local governments. Applications for funding are evaluated on the extent to which the project meets the following program objectives: economic growth; clean environment; and building stronger communities.

Council, at its February 16, 2015 meeting, passed the following motion:

***THAT Council directs staff to proceed with submitting a New Building Canada Fund – Small Communities Fund grant application to the B.C. Ministry of Community, Sport and Cultural Development for Phase 3 of the District of Lantzville Sanitary Sewer Collection System; AND FURTHER THAT the District's share of the project cost will be subject to the establishment of local area service on Council initiative – subject to petition against.***

An application was made by the District in 2015 during the first round of intake but was unsuccessful.

Through discussions with the Ministry, staff highlighted areas in the first application that were in need of amending/updating. On January 11, 2016 Council passed the following motion, and a second application was submitted before the April 2016 deadline:

***THAT Council directs staff to proceed with submitting a New Building Canada Fund – Small Communities Fund grant application to the B.C. Ministry of Community, Sport and Cultural Development for Phase 3 of the District of Lantzville Sanitary Sewer Collection System; AND FURTHER THAT the District's share of the project cost will be subject to the establishment of local area service on Council initiative - subject to petition against.***

As noted in the Phase III grant application report, the:

- District's sanitary sewer collection system consists of approximately 307 parcels (see Attachment #3)
- southern portion of Phase III (upper Lantzville) will be serviced by gravity and the northern portion (lower Lantzville) will include a small lift station to service low-lying waterfront areas
- infrastructure works will generally be located within existing road rights-of-way or on rights-of-way secured on private property.

During the September 2016 Union of BC Municipalities Convention, representatives of the District of Lantzville met with the Minister of Environment to speak in support of the Phase III sewer grant application, and MLA Stilwell was kept apprised of our goal to improve the sanitary sewer collection system.

## **DISCUSSION**

On March 11, 2017 the Province issued a News Release announcing Lantzville to receive infrastructure funding, followed by a letter (See Attachment #1) and an email with the Shared Cost Agreement (See Attachment #2) March 14, 2017 confirming that the District's application for funding under the NBCF-SCF was approved at a maximum federal/provincial contribution of \$4,373,332. This funding is subject to the terms and conditions of Shared Cost Agreement that requires signing by March 23, 2017. Steps in this multi-million dollar complex project include:

1. **Secure grant funds.** Council approval of the Shared Cost Agreement, and establish systems for compliance with the agreement conditions, including accounting, communication, contracting, and reporting
2. **Finalize project details:** designating local service area, calculating number of benefiting properties, estimating total cost of project, determining amount to be borrowed, determining method of cost recovery, calculating estimated cost per property, preparing requisite legislative documents, assessing land needs (statutory rights of way etc.).
3. **Establishing Bylaw:** prepare establishing bylaw and adopt it after obtaining electoral approval. Under the method shown in the grant authorizing motion, the service and its cost recovery methods are proposed by a Council initiative in accordance with s. 213 [*local area service on council initiative - subject to petition against*], as long as 50% of the owners of properties representing at least 50% of the assessed value of land and improvements that will be subject to the local service tax do not petition against establishment of the local area service.
4. **Borrowing Bylaw:** prepare borrowing bylaw and adopt it after obtaining electoral approval.
5. **Parcel Tax Bylaw:** prepare cost recovery bylaw (the District has historically used a parcel tax bylaw) and adopt.

**6. Detailed Design:** surveying, detailed design work, and construction.

**FINANCIAL IMPLICATIONS**

Preliminary Phase III construction cost estimate provided by the District's consulting engineers was \$6.6 million. The 2017-2021 Financial Plan includes \$2,000,000 in 2017 and \$4,880,000 in 2018 for the Phase III Sanitary Sewer Collection System (funding from 2/3 Grant and 1/3 Debt). Staff recommend authorization for immediate release of funds to enable staff to proceed with the project and particularly with the detailed planning required immediately to bring the next report to Council, e.g. details on boundary and property ownership to begin the Local Area Service process.

As noted in the grant application authorization motion, the District plans to proceed with establishing a Local Area Service (LAS) on Council initiative - subject to petition against (LAS) consistent with previous sewer phases. Parcel tax payments from those residents defined in the LAS would repay the District's share of the project's capital cost. However, unlike Phase 1 and 2 of the District's sanitary sewer collection system, when the District moves forward with implementing Phase 3, there would be external borrowing which is proposed to be done through the Municipal Finance Authority of BC (MFA).

Impact on borrowing capacity - At the last Council meeting a question was raised regarding the District's Liability Servicing Limit, and the Director of Financial Services provides the following response: BC Reg 254/2004 stipulates what to be included for revenue from the previous year, which includes the majority of revenue items for the District. Up to 25% of this revenue can go towards payments of debt each year. Based on the current MFA long term debt rates and an estimate of the District's revenue from 2016, the District could borrow up to \$13.5M.

The Sanitary Sewer Phase III project is currently budgeted at \$6,880,000. Of this \$4,373,332 will be funded by the grant and up to \$2,506,668 will be funded by those in the LAS. Some of the home owners will elect to pay upfront the total cost, thereby reducing the amount of debt required. After the project is taken into account, the District can expect to still have room for an additional \$11M.

Please note that the calculation is based on revenue as stipulated under BC Reg 254/2004 for the prior year and MFA interest rates. These variables will change over time and impact the District's Liability Servicing Limit.

**COMMUNICATION STRATEGY**

This report will be available for review by the public in the March 17, 2017 special Council meeting agenda package and available on the District of Lantzville website. By entering into the agreement, the District will be subject to the Communications Protocol referenced in the agreement and will also be guided by the Protocol in the NBCF-SCF Program Guide.

**SUMMARY**

The District of Lantzville is very fortunate to be awarded 2/3 funding for this multi-million dollar project. Priority one is to secure the funding by executing the shared cost agreement, and authorizing early release of funds to allow staff to proceed with the work to coordinate this complex project. Detailed reports would be brought forward at a later date when steps require, e.g. Council approval for bylaws.

Respectfully submitted



**Trudy Coates,  
 Director of Corporate Administration/Acting CAO**

Reviewed By:

CAO		Dir. CA		Dir. FS		Dir. PW	
-----	--	---------	--	---------	--	---------	--

## New Building Canada Fund – Small Communities Fund

MINISTRY OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT  
P.O. Box 9838, STN PROV GOVT, Victoria, BC V8W 9T1

March 14, 2017

Cliff# 264592

His Worship Mayor Colin Haime  
District of Lantzville  
PO Box 100  
Lantzville, BC V0R 2H0

Dear Mayor Haime:

**Re: New Building Canada Fund – Small Communities Fund (NBCF-SCF)  
Project #N20184 - Phase III Sanitary Sewer Collection System**

It is my pleasure to inform you that your application for funding under the New Building Canada Fund – Small Communities Fund (NBCF-SCF) has been approved at a maximum federal/provincial contribution of \$4,373,332.

This funding is subject to the terms and conditions of a shared cost agreement which is forthcoming. Please note, it is your responsibility to obtain and comply with all necessary authorizations and/or permits as an ongoing condition of our funding.

Please ensure a PDF version of the signed shared cost agreement is emailed to [INFRA@gov.bc.ca](mailto:INFRA@gov.bc.ca) by **March 23, 2017** with the originally signed shared cost agreement to follow by post.

The Province will require you to submit online periodic progress reports along with budget forecasting reports using the online Local Government Information System (LGIS). Details outlining this requirement will be sent to the project contact. Information on claim forms and final reporting requirements are available on the website at:  
[www.gov.bc.ca/smallcommunitiesfund](http://www.gov.bc.ca/smallcommunitiesfund).

Please ensure that all public information material for the approved project clearly and prominently indicates funding is provided from the NBCF-SCF.

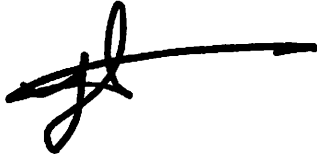
If you have any questions regarding the above, please do not hesitate to contact me at: 250 387-4060.

.../2



I wish you every success with your infrastructure project.

Yours truly,

A handwritten signature in black ink, appearing to be 'Liam Edwards', with a long horizontal stroke extending to the right.

---

Liam Edwards  
Executive Director  
Local Government Infrastructure and Finance Branch  
Ministry of Community, Sport and Cultural Development

cc: Honourable Michelle Stilwell, MLA  
Parksville-Qualicum

Fred Manson  
A/Chief Administrative Officer  
District of Lantzville

---

## NEWS RELEASE

For Immediate Release  
2017CSCD0018-000562  
March 11, 2017

Ministry of Transportation and Infrastructure  
Ministry of Community, Sport and Cultural Development

### **Lantzville to receive infrastructure funding**

PARKSVILLE – Lantzville is receiving a joint federal-provincial Small Communities Fund grant worth \$4,373,332, announced Parksville-Qualicum MLA Michelle Stilwell on behalf of Minister of Community, Sport and Cultural Development Peter Fassbender and Minister of Transportation and Infrastructure Todd Stone.

The grant will go toward to Phase III of the sanitary sewer collection system.

The Small Communities Fund is providing just over \$87 million to 26 recipients throughout the province.

The Small Communities Fund is part of the New Building Canada Plan, which includes \$1 billion for projects in communities with less than 100,000 residents. In B.C., the fund received \$109 million from both the provincial and federal governments, for a total of \$218 million in infrastructure funding, for projects that support economic growth, a clean environment and stronger communities.

The Province's contributions through the Small Communities Fund is one of the key ways the B.C. government is taking action to strengthen, grow and diversify rural communities. This funding builds on the immediate investments and long-term action plan outlined in B.C.'s Rural Economic Development Strategy that are expected to create over 26,000 jobs and add \$2.8 billion to provincial GDP.

#### **Quotes:**

#### **Peter Fassbender, Minister of Community, Sport and Cultural Development –**

“By aligning municipal, federal and provincial dollars, the Small Communities Fund eases the challenge of meeting the infrastructure demands that small communities face – ultimately benefiting British Columbians throughout the province. Projects supported by this fund – whether in public transit, drinking water, green energy or wastewater management – will leave lasting impacts in their communities.”

#### **Todd Stone, Minister of Transportation and Infrastructure –**

“When public infrastructure in many of our smaller communities is in need of repair or upgrade, the high costs associated are often difficult for a community alone to bear. However, when senior levels of government act together, we can facilitate these important infrastructure improvements and build stronger communities throughout B.C.”

#### **Michelle Stilwell, Parksville-Qualicum MLA –**

“This funding will provide significant support for the third phase of the Lantzville sanitary sewer expansion. Building on the existing waste system, this investment of more than \$4 million will provide more residents with access to environmentally safe methods of waste management and is a strong example of how all levels of government can work together to provide green infrastructure to local communities that benefit us all.”

**Quick Facts:**

- Projects eligible for funding under the Small Communities Fund include public transit, drinking water, wastewater, solid waste management, green energy, innovation, connectivity/broadband, brownfield redevelopment, disaster mitigation, local/regional airports, short-line rail, short-sea shipping and highways/roads.
  - The Ministry of Community, Sport and Cultural Development is responsible for drinking water, wastewater, solid waste management and green-energy projects.
  - The Ministry of Transportation and Infrastructure is responsible for all other categories.
- Fifty-five Small Communities Fund projects were approved in 2015, representing \$64 million in funding each from the provincial and federal governments for a total of \$128 million.

**Learn More:**

Small Communities Fund: <http://www.gov.bc.ca/smallcommunitiesfund>

Infrastructure Canada: <http://www.infrastructure.gc.ca/plan/sc-cp-eng.html>

**Media Contact:**

Ministry of Community, Sport and Cultural  
Development  
250 356-6334

---

Connect with the Province of B.C. at: [www.gov.bc.ca/connect](http://www.gov.bc.ca/connect)

**Trudy Coates**

---

**From:** NBCF-SCF TRAN:EX <infrastructure@gov.bc.ca>  
**Sent:** March-14-17 4:29 PM  
**To:** District Public  
**Cc:** INFRA, CSCD CSCD:EX  
**Subject:** Project#N20184 - Phase III Sanitary Sewer Collection System - Shared Cost Agreement  
**Attachments:** SCA N20184 - Phase III Sanitary Sewer Collection System.pdf

Please find attached the Shared Cost Agreement which outlines the terms and conditions of the award. Please ensure that the Shared Cost Agreement is signed by the authorized signatory, scanned and emailed back to [infra@gov.bc.ca](mailto:infra@gov.bc.ca) by **Thursday, March 23, 2017**.

In addition, please mail **2 copies** of the Shared Cost Agreement with original signatures at your earliest convenience to:

Ministry of Community, Sport and Cultural Development  
Local Government Infrastructure and Finance Branch  
P.O. Box 9838, STN PROV GOVT  
Victoria, British Columbia V8W 9T1  
Email: [infra@gov.bc.ca](mailto:infra@gov.bc.ca)  
Attention: Director, Infrastructure and Engineering

One original copy of the Shared Cost Agreement will be sent to you after our ministry official has signed it. If you have any questions, please do not hesitate to contact our office at 250 387-4060.



This Shared Cost Agreement dated for reference the      day of      , 2017.

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**, represented by the Minister of Community,  
Sport and Cultural Development and Minister Responsible for  
Translink (the "Province")

**AND**

**District of Lantzville** (the "Recipient")

for the **Phase III Sanitary Sewer Collection System** (Project # N20184)

**WHEREAS:**

- A. The Government of Canada ("Canada") and the Province entered into the New Building Canada Fund – Small Communities Fund Funding Agreement (the "NBCF-SCFA") made March 12, 2015.
- B. Funding has been approved under the NBCF-SCFA to be paid by the Province to the Recipient for the Project defined in this Agreement, on the terms and conditions set out in this Agreement.
- C. The participation and performance of the Recipient play a critical role in achieving the purposes of the NBCF-SCFA.
- D. The parties wish to delineate their respective responsibilities in this Agreement to ensure compliance with the NBCF-SCFA.

**NOW THEREFORE**, in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

**DEFINITIONS**

- 1. In this Agreement and its recitals the following definitions apply:

**"Agreement"** means this Shared Cost Agreement and any attached schedules;

**"Applicable Laws"** means all laws, statutes, regulations and bylaws of any governmental authority having the force of law from time to time including those

affecting, applicable to or otherwise relating to the Project, the Recipient or any Third Party;

**"Commencement Date"** means the date identified in Schedule A on which the Project was approved;

**"Completion Date"** means the date identified in Schedule A upon which the Recipient will complete the Project;

**"Contract"** means a contract between the Recipient and a Third Party whereby the Third Party agrees to contribute a product or service to the Project in return for financial consideration which may be claimed as an Eligible Expenditure;

**"Eligibility Criteria"** means the criteria established by the Province set out in Schedule B of this Contribution Agreement.

**"Eligible Expenditures"** are those expenditures set out in Schedule D which represent the categories of Project costs towards which the contribution by the Province is to be used and those Project costs which are eligible for reimbursement through the contribution by Canada.

**"Federal Co-Chair"** means the individual appointed by Canada pursuant to section 4.2 of the NBCF-SCFA;

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year;

**"Ineligible Expenditures"** are those expenditures set out in Schedule D;

**"NBCF-SCFA Staff"** means employees of the Ministry of Community, Sport and Cultural Development who are directly involved in the administration of the NBCF-SCFA, and includes anyone authorized to act on their behalf;

**"Oversight Committee"** means the Committee established under the authority in section 4 of the NBCF-SCFA;

**"Project"** means the project described in Schedule A;

**"Provincial Minister"** means the Minister of Community, Sport and Cultural Development and Minister Responsible for Translink and includes anyone authorized to act on his/her behalf;

**"Stipulations"** means the terms set out in this Agreement that must be met in order for the Recipient to retain the funds received under this Agreement; and,

**"Third Party"** means any person, employee or agent, other than a party to this Agreement, that is involved in the implementation of the Project.

## **SCHEDULES**

2. The Schedules to this Agreement are:

Schedule A	Project Information
Schedule B	Payment Terms and Conditions
Schedule C	Reporting Requirements
Schedule D	Eligible and Ineligible Expenditures

## **TERM**

3. Notwithstanding the actual date of execution of this Agreement, the term of this Agreement begins on the Commencement Date, and expires on **March 31, 2023**.

## **OBLIGATIONS OF THE RECIPIENT**

4. As a stipulation to this Agreement, the Recipient agrees to:
- (a) carry out the Project in a diligent and professional manner;
  - (b) commence carrying out the Project within one year of the date of reference of this Agreement;
  - (c) complete the Project no later than the Completion Date;
  - (d) provide evidence satisfactory to the Province that the Recipient has commenced the Project in accordance with section 4(b) of this Agreement. Such evidence may consist of verification that construction has started, or other evidence deemed appropriate by the Province;
  - (e) submit its claims for reimbursement from the contributions by Canada of Eligible Expenditures in accordance with the provisions of Schedule B of this Agreement; and
  - (f) be responsible for any and all costs, expenses and liabilities (other than Eligible Expenditures which are reimbursed in accordance with the terms of this Agreement) including all Ineligible Expenditures, unapproved expenditures, and cost overruns.

5. If the Recipient has failed to provide evidence satisfactory to the Province in accordance with section 4(d) of this Agreement to demonstrate the Project has commenced, the Province will inform the Federal Co- Chair and the Oversight Committee will examine the issue.
6. As a stipulation to this Agreement, the Recipient and any Third Party will comply with all Applicable Laws.
7. As a stipulation to this Agreement, the Recipient agrees to:
  - (a) establish and maintain accounting and administrative records which clearly disclose the nature and amounts of the different items of cost pertaining to the Project, including those that are to be used as the basis for the calculation of the claims by the Recipient for reimbursement from the Contribution by Canada of Eligible Expenditures and which shall include the Contracts, invoices, statements, receipts and vouchers in respect of the Project;
  - (b) permit the Province, Canada, or any member of the Oversight Committee, for contract monitoring and audit purposes, to inspect at all reasonable times both before and after the Completion Date, any books of account or records (both printed and electronic, including, but not limited to, hard disk or diskettes), and any other information reasonably required by the Province or Canada, whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of or in connection with this Agreement;
  - (c) maintain all such accounts, records and information for a period of six years after the Completion Date;
  - (d) ensure that all Contracts entered into by the Recipient with any Third Parties contain the provisions in section 6 above; and
  - (e) adhere to all environmental mitigation measures, if any, identified during the environmental assessment process.
8. As a stipulation to this Agreement, the Recipient is solely responsible for all aspects of the Project, including without limitation, the planning, design, construction, operation, maintenance, worker and public safety, completion and ownership of the infrastructure, and nothing in this Agreement shall be deemed to give the Province interest in, or responsibilities for the Project, unless otherwise expressly provided in this Agreement.
9. As a stipulation to this Agreement, the Recipient will ensure that the federal and provincial contributions are to be used solely for the purpose of defraying the costs

incurred by the Recipient in carrying out and completing the Project as described in Schedule A.

10. As a stipulation to this Agreement, the Recipient acknowledges that Eligible Expenditures that have received funding from any other federal or provincial sources may not be reimbursed under this Agreement, and the Recipient agrees to promptly notify the Province through NBCF-SCFA Staff in writing of any and all such funding received.
11. As a stipulation to this Agreement, the Recipient will not knowingly permit any member of the House of Commons of Canada or the Senate of Canada or the Legislative Assembly of British Columbia to be admitted, directly or indirectly to any share or part of any Contract, agreement or commission made pursuant to this Agreement or in relation to the Project or to obtain any benefit arising therefrom.
12. As a stipulation to this Agreement, the Recipient acknowledges and agrees that it is not an agent of Canada or the Province and that it will not hold itself out as such and will not do any act or thing which might be construed as authorizing any contract or permitting any other liability or obligation to be incurred on behalf of either Canada or the Province.
13. For the purposes of this section “significant change” in respect of a Project includes:
  - (a) any material change to its location, scope or timing; or
  - (b) any change that would trigger a further environmental assessment.

Any requests for changes or variations to the Project, including significant changes, will be made in writing and will be reviewed by the Province.

14. As a stipulation to this Agreement, the Recipient will retain title to, and ownership of infrastructure resulting from the Project for at least five (5) years after the Completion Date.
15. As a stipulation to this Agreement, if at any time within five (5) years from the Completion Date, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, with funds contributed by Canada or the Province under this Agreement, other than to Canada, the Province, a local government, or otherwise with Canada’s consent, the Recipient may be required to reimburse Canada and the Province, any funds received for the Project.

The Recipient will immediately notify the Province in writing if at any time during the five (5) year period following the Completion Date, any transaction triggering the above-mentioned repayment occurs.

16. As a stipulation to this Agreement, the Recipient will ensure that any Contracts it awards to any Third Party will be awarded in a way that is transparent, competitive, and consistent with value for money principles.
17. As a stipulation to this Agreement, all Contracts for works associated with the Project will be publicly tendered. If this is not feasible or practicable, the Recipient agrees to notify the Province in writing before proceeding with the Project.
18. As a stipulation to this Agreement, the Recipient acknowledges that the Province reserves the right to review the Recipient's procurement and tendering policies and practices relating to the Contracts at any time from the date of approval of the Project to three years after the Completion Date.

#### **OBLIGATIONS OF THE PROVINCE**

19. Provided the Recipient is in compliance with its obligations under this Agreement, and subject to the terms of this Agreement, the Province will pay the Recipient the Province's and Canada's contributions in the manner set out in Schedule B of this Agreement.
20. Without prejudice to the generality of section 19, the Province will not have any obligation to make the Province's or Canada's contributions under section 19 unless the Recipient has complied with the provisions set out in Schedule B.
21. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient under this Agreement is subject to satisfactory implementation of all environmental mitigation measures, including the requirements of the *Canadian Environmental Assessment Act, 2012* and the *BC Environmental Assessment Act*, if any, identified during the environmental assessment process.

#### **COMMUNICATIONS**

22. The Recipient agrees to comply with the communications protocol set out in Schedule H of the NBCF-SCFA which can be found at [www.gov.bc.ca/smallcommunitiesfund](http://www.gov.bc.ca/smallcommunitiesfund). The Recipient acknowledges it has reviewed the Provincial Communications Protocol prior to the execution of this Agreement.
23. The Recipient acknowledges that the eligibility of expenditures related to communication activities will be subject to Schedule D of this Agreement.
24. The Recipient agrees to be responsible for all required Project signage.

25. The Recipient agrees to follow signage guidelines as provided by the Province. Pursuant to section D.1 (e) of Schedule D of this Agreement, Project signage costs are an Eligible Expenditure.
26. The Recipient agrees to install in a visible location at the Project site, temporary signage thirty (30) days prior to the start of construction which will remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.

## **INDEMNIFICATION**

27. The Recipient shall indemnify and save harmless Canada, the Province, and their respective elected officials, officers, servants, employees or agents from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs and expenses, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner that Canada, the Province, and their respective elected officials, officers, servants, employees, or agents may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement by the Recipient or a Third Party, or their respective employees, officers, directors, sub-contractors, servants, or agents, related to or arising from this Agreement or the Project including without limitation the on-going operation, maintenance and repair of the infrastructure resulting from the Project, except always liability arising out of the independent negligent acts of the Province or Canada.

## **INSURANCE**

28. The Recipient will, without limiting its obligations or liabilities herein, purchase and maintain insurances with insurers licensed in Canada with coverage of a type, and in amounts, that any similar business, acting reasonably, would procure for a project of the scope, size and exposure of the Project, during the term of this Agreement and for any subsequent ongoing operations and maintenance of the resulting infrastructure.
29. The Recipient shall require and ensure that each Third Party maintains insurances comparable to those required above.
30. Upon request by the Province, the Recipient will deliver a certified copy of the policies of insurance applicable under this Agreement. No review or approval of any insurance policy by the Province derogates from or diminishes the Province's rights or the Recipient's liability under this Agreement.

## **DEFAULT**

31. Any of the following events will constitute an Event of Default, whether any such event is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:
- (a) the Recipient fails to comply with any provision of this Agreement;
  - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect;
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
  - (d) the Recipient ceases, in the opinion of the Province, to carry on business as a going concern;
  - (e) a change occurs with respect to one or more of the properties, assets, conditions (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
  - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
  - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or
  - (h) a bankruptcy petition is filed or presented against the Recipient, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, or a receiver or receiver-manager of any property of the Recipient is appointed.

## **TERMINATION**

32. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:
- (a) terminate this Agreement and request repayment of all or a portion of the funding paid under this Agreement in which case the Province's obligation to make any further payment of the money remaining unpaid under this Agreement is terminated;



- (b) require that the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any installment of payment due to the Recipient by the Province while the Event of Default continues;
  - (d) waive the Event of Default;
  - (e) pursue any other remedy available at law or in equity.
33. If the Province terminates this Agreement under section 32 and requests repayment of all or a portion of the funding paid to the Recipient under this Agreement, the Recipient shall repay the requested amount forthwith to the Province and the Province is discharged of all liability to the Recipient under this Agreement.
  34. If the Province terminates this Agreement under section 32(a), then such termination may take place on ninety (90) days written notice.
  35. The Province may, at its sole option, terminate this Agreement at any time without cause upon one hundred and twenty (120) days written notice to the Recipient.

#### **REMEDIES NON-EXCLUSIVE**

36. The rights, powers and remedies conferred on the Province under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
37. The exercise of any one or more remedies available to the Province will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

#### **APPROPRIATION**

38. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient under this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment by the Province to the Recipient falls due under this Agreement, to make that payment; and

- (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

#### **NO FURTHER OBLIGATIONS**

39. The Recipient acknowledges that nothing in this Agreement will bind Canada or the Province to provide any financing for any addition or improvement to the Project, or any cost overruns of the Project and that no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

#### **TERMS APPLICABLE TO CANADA**

40. The Province and the Recipient acknowledge the financial contribution to the Project by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the parties agree that the terms of this Agreement applicable to, or with respect to, Canada are for her sole benefit.

#### **JOINT AND SEVERAL OBLIGATIONS**

41. In the event the Recipient is comprised of more than one entity, then the covenants and obligations of each of such entities with the others will be both joint as well as several.

#### **AMENDMENTS**

42. Unless otherwise specified in this Agreement, this Agreement may be amended only by further written agreement between the parties.

#### **SURVIVAL OF TERMS**

43. Sections 7(c) and (d), 14, 15, 24 and 27, continue in force indefinitely, even after this Agreement ends.

#### **NOTICE**

44. Any written communication from the Recipient to the Province must be mailed, personally delivered, or electronically transmitted to the following address:

Ministry of Community, Sport and Cultural Development  
Local Government Infrastructure and Finance Branch  
P.O. Box 9838, STN PROV GOVT

Victoria, British Columbia V8W 9T1

Email: [infra@gov.bc.ca](mailto:infra@gov.bc.ca)

Attention: Director, Infrastructure and Engineering

45. Any written communication from the Province to the Recipient must be mailed, personally delivered, or electronically transmitted to the following address:

District of Lantzville

PO Box 100

Lantzville, BC V0R 2H0

Email: [district@lantzville.ca](mailto:district@lantzville.ca)

Attention: Chief Administrative Officer

46. Any written communication from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia or on the date of transmission if emailed.
47. Either party may, from time to time, notify the other party in writing of a change of address or number and, following the receipt of such notice, the new address or number will, for the purposes of sections 44 or 45 of this Agreement, be deemed to be the contact information of the party giving notice.

#### **LOBBYISTS AND AGENT FEES**

48. The Recipient warrants:

- (a) that any person it has hired, for payment, to speak to or correspond with any employee or other person representing Canada or the Province on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to either the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.) or the *Lobbyists Registration Act*, S.B.C. 2001, c. 42, as amended, is registered pursuant to one or both of those acts; and
- (b) it has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the contribution hereunder or on negotiating the whole or any part of the terms of this Agreement.

In the event of a breach of subsections (a) or (b), the Province may either terminate this Agreement or recover from the Recipient the full amount of the compensation from all contributors under this Agreement.

## MISCELLANEOUS

49. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
50. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
51. If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
52. Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any ministry or branch thereof to or for anything related to the Project that pursuant to Applicable Laws, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
53. All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Arbitration Act*, R.S.B.C. 1996, c. 55.

IN WITNESS WHEREOF each of the parties has executed this Agreement on the dates set out below.

SIGNED by the Minister of Community, )  
Sport and Cultural Development and Minister )  
Responsible for Translink or his or her )  
duly authorized representative on behalf of )  
HER MAJESTY THE QUEEN IN RIGHT OF )  
THE PROVINCE OF BRITISH COLUMBIA )

\_\_\_\_\_  
Minister or his/her authorized representative

Date: \_\_\_\_\_

District of Lantzville (the "Recipient"):

Per: \_\_\_\_\_  
Authorized Signatory  
\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

## **Schedule A: PROJECT INFORMATION**

- A.1 Project Title:  
**Phase III Sanitary Sewer Collection System (Project # N20184)**
- A.2 The Phase III Sanitary Sewer Collection System Project will consist of the following:
- approximately 8km of gravity collection main;
  - approximately 3030 meters of gravity fed service connections;
  - approximately 33 force main connections;
  - approximately 54 manholes;
  - approximately 320 meters of steel force main;
  - 1 sanitary sewer lift station with 2 main pumps with a 3rd for back-up and air blower system for safe maintenance; and
  - electrical will consist of three phase power, variable frequency drives, back-up generator, controls, and SCADA system integration.
- A.3 The Commencement Date of the Project is **March 6, 2017**, which is the date the Project was approved.
- A.4 The Completion Date of the Project shall be no later than **March 31, 2020**.

## **Schedule B: PAYMENT TERMS AND CONDITIONS**

### **B.1 Payment by the Province of the Financial Contributions from Canada and the Province:**

The Province will make financial contributions to the Recipient which will not exceed the lesser of 2/3 of the total costs of the Project or **Four Million, Three Hundred and Seventy Three, Three Hundred and Thirty Two Dollars and Zero Cents (\$4,373,332)** being the maximum amount (the "Total Contribution") approved to be paid under this Agreement to pay for Project costs incurred by the Recipient.

These financial contributions are available to the Recipient through two funding sources, both to be paid through the Province. One-third of the Project costs are eligible for funding by the Province ("Contribution by the Province") based on the eligibility criteria established in B.2 and one third of the Project costs are eligible for funding provided by Canada ("Contribution by Canada") based on the eligibility criteria established in B.3.

### **B.2 Contribution by the Province:**

#### **B.2.1 Initial Contribution of Provincial Funding:**

Upon the execution of this Agreement by both parties, the Recipient becomes eligible for, and the Province will make one initial payment for, **eighty-five percent (85 %) (One Million, Eight Hundred and Fifty Eight Thousand, Six Hundred and Sixty Six Dollars and Zero Cents (\$1,858,666))** (the "Initial Payment") of the Contribution by the Province. The Initial Payment by the Province does not require the Recipient to incur Project costs before becoming eligible for the Initial Payment.

#### **B.2.2 Final Payment of Provincial Funding:**

Upon completion of the Project and after receipt and the Province's approval of the Final Report, the Recipient becomes eligible for a Contribution by the Province of up to **fifteen percent (15%)** of the total Contribution by the Province in the amount of **Three Hundred and Twenty Eight Thousand Dollars and Zero Cents (\$328,000)** or one-third of the total project costs whichever is less.

### **B.3. Contribution by Canada:**

#### **B.3.1 The Recipient will be eligible for the Contribution by Canada once claims for Eligible Expenditures have been submitted to and approved by the Province. The Recipient will deliver to the Province through NBCF-SCFA Staff, claims setting out the amount**

of Eligible Expenditures actually incurred and paid by the Recipient to the date of such claims.

- B.3.2** Claims for reimbursement will be submitted in accordance with the forecast detailed in the Recipient's most current budget forecast report, or at a time otherwise acceptable to the Province.
- B.3.3** Claims must be submitted with an up-to-date progress report and a summary of expenditures which includes the name of the payee, date paid, work rendered, start/end dates, invoice number, and invoice date.
- B. 3.4** The Eligible Expenditures included in each claim must all be incurred and paid in one Fiscal Year. Claims submitted that include Eligible Expenditures incurred and paid in more than one Fiscal Year will not be accepted by the Province.
- B.3.5** No reimbursement will be paid if a claim is received later than March 31, 2023.
- B.3.6** For each approved claim the Province will reimburse the Recipient for one third of the approved claim to the Recipient (which is a Contribution by Canada). The amounts paid by the Province to the Recipient for all claims plus the amount of the Initial Payment and the Final Payment shall not exceed the Total Contribution amount.
- B.3.7** The following documents must be submitted with each claim made by the Recipient and the Province will not reimburse a claim unless the following have been submitted:
  - a)** a current Periodic Progress Report;
  - b)** a current Budget Forecast Report; and
  - c)** any other additional technical reporting requirements as required under Schedule C of this Agreement.

## **Schedule C: REPORTING REQUIREMENTS**

### **C.1 Periodic Progress Reports:**

The Recipient will deliver to the Province through NBCF-SCFA Staff on a quarterly basis and/or upon request by the Province, periodic progress reports ending March 31, June 30, September 30, and December 31 of each year of the term of this Agreement commencing on the first quarter following the date of execution of this Agreement and ending on the date of Project completion. The periodic progress reports will be in a form established by the Province and are to be completed and submitted within a time frame as stipulated by the Province.

### **C.2 Budget Forecasting Report:**

The Recipient will deliver to the Province through NBCF-SCFA Staff on a monthly basis and/or upon request by the Province, budget forecast reports ending the last day of each month for each year of the term of this Agreement commencing on the first month following the date of execution of this Agreement. The budget forecast reports will be in a form established by the Province.

### **C.3 Final Report:**

In order to receive final payment when the Project is completed, the Recipient will deliver to the Province through NBCF-SCFA Staff a Final Report, in a form established by the Province.

### **C.4 Project Audit Report:**

Prior to payment of the final claim for Eligible Expenditures, the Recipient may also be required to provide a Project audit report from a person authorized to be an auditor under section 169 of the *Community Charter* confirming that the Project expenditures have been made in compliance with this Agreement and the NBCF-SCFA guidelines. If required by the Province, the audit is to be in accordance with the form and reporting standards recommended by the Chartered Professional Accountants of Canada.

### **C.5 Additional Reporting Requirements:**

The additional reporting requirements are:



### **Asset Management**

Prior to payment in excess of 75% of approved funding amount, the Recipient must submit to the Province the following:

- A summary of the current state of asset management practice within the organization as related to the asset group which corresponds with the project (ex. for a water supply project, the asset group would be 'all water assets'); and
- A summary of the activities (related to the same asset group) that the organization intends to carry out to improve asset management practice within the organization.

The Asset Management BC Roadmap and/or AssetSMART 2.0 can be referred to: [www.assetmanagementbc.ca](http://www.assetmanagementbc.ca)

Responses relying upon different formats or resources may also be accepted at the discretion of the program lead.

### **Wastewater Requirements - Project Involves a Wastewater Facility or Outfall**

Prior to payment in excess of 75% of approved funding amount, the Recipient must provide the following to the Province:

1. Demonstration that the project complies with the British Columbia Environmental Management Act, and is authorized under:
  - The Municipal Wastewater Regulation; or
  - An approved Liquid Waste Management Plan.
2. Confirmation that the:
  - Wastewater facility has been classified by the British Columbia Environmental Operations Certification Program (BCEOCP); and
  - That the operator(s) of the wastewater facility are either:
    - a. Certified to the level required by the wastewater facility classification under the BCEOCP; **OR**
    - b. A plan is in place and is submitted to the Province to ensure operators will receive their required training (includes both education and experience) to enable BCEOCP certification.

### **Water Conservation - Water and Wastewater Projects**

Prior to payment in excess of 75% of approved funding amount, the Recipient must do one of the following:

- 1) Provide an up-to-date, succinct, effective, council or board endorsed water conservation plan, which covers the entire water system, to the Province. **OR**
- 2) In the situation that a water conservation plan has been previously submitted to the Province and/or is more than 5 years old, the Recipient is required to submit an updated outline of that plan that identifies actions that are complete, in process and any new actions planned.

An effective water conservation plan may include the completion of a Water Conservation Calculator report (see: [www.waterconservationcalculator.ca](http://www.waterconservationcalculator.ca)) and the following:

- Identify current water consumption (e.g. 600 L/capita/day);
- Set a water reduction target (e.g. 350 L/capita/day by xxxx year);
- Outline the communities current and planned water conservation actions/measures (e.g. universal metering, inclined block water rates, conservation plumbing fixtures, leakage reduction, rebate programs, education programs, xeriscaping, etc.);
- Identify current and planned mitigation and adaptation strategies to address climate change (e.g. installing water meters to secure water supply, lowering demand to reduce pumping requirements, etc.);
- Detail how strategies/initiatives will be implemented (e.g. schedule, funding, staff responsibility, etc.); and
- Link the plan to other regulatory mechanisms, policies and plans (e.g. Official Community Plan, water master plan, wastewater management strategy, BC Living Water Smart, Climate Action Plan, etc.).

### **Wastewater Management – For All Wastewater Projects**

Prior to payment in excess of 75% of approved funding amount, the Recipient must submit an outline to the Province demonstrating how the community is working towards and planning for sustainable wastewater management. The following describes recommended components to include in outline:

### **System Profile**

- Identify the existing wastewater flow entering the wastewater treatment facility;
- Identify existing wastewater flows per capita per day;
- Identify or estimate the inflow and infiltration entering the wastewater collection system (e.g. % of total flow and/or volume, the frequency or occurrence of overflow events, etc.);
- Identify current total drinking water demand by year (total volume per capita per year and/or total volume per year, e.g. 100 M m<sup>3</sup>) and daily drinking water demand (e.g. 600 L/capita/day);
- Identify industrial, commercial or institutional toxins and/or chemical contaminants that are introduced into the sewer system and that are known to negatively impact the treatment process or receiving environment; and
- Identify the amount of energy consumed by the entire wastewater system (e.g. wastewater treatment plant, pump stations).

### **Targets**

- Identify and/or establish a wastewater flow reduction target (% or volume annually and/or per capita by xxxx year);
- Identify a drinking water reduction target (e.g. 350 L/capita/day by xxxx year, % reduction) from your water conservation plan;
- Compare wastewater flows and drinking water demands and explain how the wastewater flow reduction target supports the drinking water reduction target; and
- Identify an energy reduction target for the wastewater system.

### **Planning**

- Identify current and planned activities to reduce wastewater flows (e.g. inflow and infiltration programs, water and wastewater rate structures, water conservation including low flow fixtures, reclamation and re-use, etc.);
- Identify current and planned activities to reduce toxins and chemical contaminants introduced to the environment (e.g. source-control bylaws, upgraded treatment, etc.);
- Outline current and planned strategies/initiatives that support integrated resource management, as well as climate change adaptation and mitigation. This can include biosolids composting and reuse, rainwater

management, wastewater heat recovery, water reclamation, asset management, energy efficiency, etc.;

- Detail how strategies/initiatives will be implemented to support the management of the wastewater system (e.g. schedule to meet current and planned strategies, financing, staff responsibility, etc.); and
- Link wastewater management strategies to relevant policies and plans (e.g. Official Community Plan, Regional Growth Strategy, BC Climate Action Charter, watershed management plans, water conservation plan, stormwater/rainwater drainage plans, liquid waste management plans, bylaws, etc.).

### **Asset Renewal Profile**

Prior to final payment, the Recipient must complete and submit an asset renewal profile for the asset group which corresponds with the project for which the grant was awarded (ex. for a water supply project, the asset group would be 'all water assets'). The profile should show the annual expenditures required to renew existing assets, including those assets constructed as part of the project, over the next 30 (or more) years. The renewal profile should be in the form of a vertical bar graph (year on the x axis and total replacement costs on the y axis) and should draw on data regarding expected remaining life and replacement value for individual assets from the community's asset data register.

Reports submitted by the Recipient under this section are for the Province's information and NBCF-SCFA guidelines accountability only, and their review by the Province in no way endorses, approves or verifies the findings, technical data, results, quality statements, representations or recommendations therein, and the Recipient warrants that all information contained in any report is true and correct.

#### **C.6 Other Information:**

The Recipient will provide the Province through NBCF-SCFA Staff, upon request, all such other information concerning the progress of the Project to completion and payment of Eligible Expenditures, as may be required by the Province from time to time.

## **Schedule D – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### **D.1 ELIGIBLE EXPENDITURES**

Subject to Section D.2, Eligible Expenditures will be all direct expenditures which are, in the Province's opinion, properly and reasonably incurred and paid by the Recipient for goods or services necessary for the implementation of the Project. Eligible Expenditures will include only the following:

- a) the capital expenditures for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset, as defined and determined according to accounting principles generally accepted in Canada;
- b) expenditures directly associated with joint federal communication activities (press releases, press conferences, translation, etc.) and with project signage related to funding recognition set out in Schedule H (Communications Protocol) of the NBCF-SCFA;
- c) all planning (including plans and specifications) and assessment expenditures specified in the Agreement such as the expenditures for environmental planning, surveying, engineering, architectural supervision, testing and management consulting services. Canada will contribute no more than 15% of its funding to these expenditures;
- d) the expenditures for engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act 2012* and the expenditures of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- e) the expenditures for Project-related signage, lighting, Project markings and utility adjustments;
- f) expenditures for Aboriginal consultation;
- g) recipient audit and evaluation expenditures as specified in the Agreement;
- h) the incremental expenditures of the Recipient's employees or leasing of equipment may be included as eligible expenditures under the following conditions:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
  - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - iii. The arrangement is approved in advance and in writing by the Province.
- i) leasing of equipment related to the construction of the Project; and,

- j) other expenditures that, in the opinion of the Province, are considered to be direct and necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

## **D.2 INELIGIBLE EXPENDITURES**

The following expenditures are ineligible:

- a) expenditures incurred before the Commencement Date;
- b) expenditures incurred after the Project Completion Date with the exception of expenditures related to audit and evaluation requirements pursuant to the Agreement;
- c) the expenditures related to developing a business case or proposal for funding;
- d) the expenditures related to purchasing land, buildings and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings, equipment except those noted under D.1(i) above and other facilities;
- g) furnishings and non-fixed assets which are not essential for the operation of the Project;
- h) general repairs and maintenance of a Project and related structures, unless they are part of a larger capital expansion project;
- i) services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as eligible expenditures;
- j) the expenditures related to any goods and services which are received through donations or in kind;
- k) any overhead expenditures, including salaries and other employment benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of Recipients, and more specifically expenditures related to planning, engineering, architecture, supervision, management and other activities normally carried out by staff except in accordance with subsections D.1 (c) and D.1 (h) in the Eligible Expenditures above;
- l) taxes for which the Recipient is eligible for a tax rebate and all other expenditures eligible for rebates; and,
- m) legal fees.



District of  
Lantzville



## LEGEND

- PHASE 1 & 2 GRAVITY SEWER MAIN
- PHASE 1 & 2 FORCEMAIN SEWER TRUNK
- PROPOSED PHASE 3 SEWER FORCEMAIN
- PROPOSED PHASE 3 GRAVITY SEWER MAIN
- PUMPED LOTS
- MANHOLE
- CLEANOUT
- PROPOSED PHASE 3 PUMP STATION
- EXISTING PUMP STATION
- PHASE 3 - CATCHMENT AREA

No. OF  
LOTS  
307

TOTAL  
COST  
\$ 6,600,000

CLIENT  
**DISTRICT OF LANTZVILLE**

PROJECT  
**SANITARY SEWER SYSTEM  
PHASE 3**

TITLE  
**PHASING BOUNDARIES  
PHASE 3**

APPROVED	SCALE	1:10,000 (11x17) / 1:5,000 (22x34)
DATE	FEB 17, 2015	
PROJECT No.	0830-151	REV. B
DWG No.	0830-151-02	

**KOERS  
& ASSOCIATES  
ENGINEERING LTD.**  
*Consulting Engineers*

P.O. Box 700, 144 Mainland Ave.  
Nanaimo, BC V9P 2J8  
Tel: 250-246-1313  
Fax: 250-246-1342  
www.koers-eng.com









Schedule "A" to Bylaw No. 75.3, 2016

