

Benson, Stacey HLTH:EX

From: Lambert, Tim HLTH:EX
Sent: Wednesday, August 19, 2015 4:08 PM
To: Benson, Stacey HLTH:EX
Subject: FW: thanks for meeting!

From: Tanja McQueen [<mailto:tmcqueen@bcwwa.org>]
Sent: Friday, March 27, 2015 6:20 PM
To: Lambert, Tim HLTH:EX
Subject: RE: thanks for meeting!

Thank you, Tim, for taking the time to meet with me today to explain the landscape. We are excited to be involved in the small systems project, and look forward to other opportunities where we can contribute to advancing the industry in BC.

Cheers!
Tanja

From: Lambert, Tim HLTH:EX [<mailto:Tim.Lambert@gov.bc.ca>]
Sent: Friday, March 27, 2015 4:25 PM
To: Tanja McQueen
Subject: thanks for meeting!

Hi Tanja
Thanks for the jam packed meeting! Lots of good dialogue, and look forward to working together on several fronts.

I will be in touch!!!

Have a good weekend, and good speed getting home!
Tim

Benson, Stacey HLTH:EX

From: Lambert, Tim HLTH:EX
Sent: Wednesday, August 19, 2015 4:08 PM
To: Benson, Stacey HLTH:EX
Subject: FW: Friday meeting

From: Tanja McQueen [<mailto:tmcqueen@bcwwa.org>]
Sent: Monday, March 23, 2015 2:58 PM
To: Lambert, Tim HLTH:EX
Subject: Friday meeting

Hello Tim,

s.13

I have booked a flight to Victoria for Friday morning, so would like to confirm our 10:00 am meeting at your offices. Are you still located at 4-2 1515 Blanshard Street?

The BCWWA's Board President, Jim Mattison, is available to join us, if you think this would be appropriate. Please let me know your preference – do you want to keep this meeting on a “staff to staff” basis, or would there be a benefit to having Jim’s input at this stage (either option works for me).

Best regards,
Tanja

Tanja McQueen
Chief Executive Officer

BC Water & Waste Association
Suite 620 – 1090 W. Pender St., Vancouver, BC V6E 2N7
D: 604-433-7824 F: 604-433-9859 TF: 877-433-4389
tmcqueen@bcwwa.org www.bcwwa.org

Safeguarding public health and the environment through the sharing of skills, knowledge, education and experience, and providing a voice for the water and waste community.

Please consider the environment before printing this email.

Benson, Stacey HLTH:EX

From: Zemanek, Michael HLTH:EX
Sent: Monday, March 23, 2015 3:05 PM
To: Lambert, Tim HLTH:EX
Cc: Fishwick, David HLTH:EX
Subject: RE: water grant

This is a suggestion for an edit to the clause in the agreement, right?

From: Lambert, Tim HLTH:EX
Sent: Monday, March 23, 2015 3:03 PM
To: Zemanek, Michael HLTH:EX; Fishwick, David HLTH:EX
Subject: RE: water grant

Hi Folks

We can – the grant letter was based on what we provided before. We can send them a cover letter with more detail.

Tim,

s.13

From: Lambert, Tim HLTH:EX
Sent: Monday, March 23, 2015 1:25 PM
To: Zemanek, Michael HLTH:EX; Fishwick, David HLTH:EX
Subject: water grant

Gord has indicated, to maintain version control, if we have any changes to suggest, make them in hard copy and give Gord back a hard copy to work from. I will call BCWWA.

Tim

From: Cross, Gordon HLTH:EX
Sent: Thursday, March 19, 2015 1:29 PM
To: Reicker, Terry HLTH:EX; Brownsey, Silas HLTH:EX; Lambert, Tim HLTH:EX
Subject: RE: CONFIDENTIAL - PREPARED FOR CABINET / TREASURY BOARD DELIBERATIONS

OK – but we’re doing cheque requisitions now so please, no more changes unless absolutely necessary, i.e. you identify some known problem/issue which should preclude the recipient from receiving the funding.

Thanks.

Gordon Cross
Executive Director
Regional Grants & Decision Support
Ministry of Health
(250) 952-1120
gordon.cross@gov.bc.ca

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From: Reicker, Terry HLTH:EX
Sent: Thursday, March 19, 2015 1:23 PM
To: Cross, Gordon HLTH:EX; Brownsey, Silas HLTH:EX; Lambert, Tim HLTH:EX
Subject: RE: CONFIDENTIAL - PREPARED FOR CABINET / TREASURY BOARD DELIBERATIONS

NR,s.13

NR,s.13

BC Water and Waste Association - \$0.5M as follows:

- **Project Title:** Financial Best Practices Training /Outreach for small water systems managers
- **Commencement Date:** is on the signing of this agreement
- **Completion Date:** is no later than March 31, 2017
- **The Project will consist of the following:** Provide financial best practices training and outreach for managers of small water systems and health authority decision makers.
- **Possible deliverables:** Promote and deliver workshops at locations throughout the province to train managers of small water systems in Financial Best Management. **(revised deliverable)**

From: Reicker, Terry HLTH:EX
Sent: Wednesday, March 18, 2015 2:55 PM

Brownsey, Silas HLTH:EX

From: Brownsey, Silas HLTH:EX
Sent: Monday, March 23, 2015 6:19 PM
To: Paton, Arlene HLTH:EX
Subject: Re: CONFIDENTIAL - Agreements - Second/final batch

Ok thanks

On Mar 23, 2015, at 5:32 PM, Paton, Arlene HLTH:EX <Arlene.Paton@gov.bc.ca> wrote:

Sorry, I am probably not sending the same instructions to each ED. Gord asked for a financial contact at each organization with whom he could discuss each grant agreement. So when you called each org, you were supposed to ask for a contact there that you could pass onto Gord. Should help speed up his process if they already had the info.

Regards,

Arlene Paton
Assistant Deputy Minister
Population and Public Health
Ministry of Health
PO Box 9646 Stn Prov Govt
Victoria BC V8W 9P1
Tel: 250-952-1731

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From: Brownsey, Silas HLTH:EX
Sent: Monday, March 23, 2015 5:31 PM
To: Paton, Arlene HLTH:EX
Subject: Re: CONFIDENTIAL - Agreements - Second/final batch

Good grief - I must be tired! Is Gord asking for a contact in those two orgs? Otherwise the contact is me.

On Mar 23, 2015, at 5:25 PM, Paton, Arlene HLTH:EX <Arlene.Paton@gov.bc.ca> wrote:

Your two – ^{NR,s.17}

Regards,

Arlene Paton
Assistant Deputy Minister
Population and Public Health
Ministry of Health
PO Box 9646 Stn Prov Govt
Victoria BC V8W 9P1
Tel: 250-952-1731

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From: Brownsey, Silas HLTH:EX
Sent: Monday, March 23, 2015 4:44 PM
To: Paton, Arlene HLTH:EX
Subject: RE: CONFIDENTIAL - Agreements - Second/final batch

Which one?

From: Paton, Arlene HLTH:EX
Sent: Monday, March 23, 2015 4:26 PM
To: Brownsey, Silas HLTH:EX
Subject: RE: CONFIDENTIAL - Agreements - Second/final batch

I just need who Gord should talk to about finishing off the grant agreement?

Regards,

Arlene Paton
Assistant Deputy Minister
Population and Public Health
Ministry of Health
PO Box 9646 Stn Prov Govt
Victoria BC V8W 9P1
Tel: 250-952-1731

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From: Brownsey, Silas HLTH:EX
Sent: Monday, March 23, 2015 3:58 PM

To: Paton, Arlene HLTH:EX
Subject: RE: CONFIDENTIAL - Agreements - Second/final batch

NR,s.13

For the latter, only flag would be that we would be less specific re: the initiative/deliverables, but you've already indicated you're comfortable with the current wording.

From: Paton, Arlene HLTH:EX
Sent: Monday, March 23, 2015 3:15 PM
To: Brownsey, Silas HLTH:EX
Subject: FW: CONFIDENTIAL - Agreements - Second/final batch
Importance: High

NR,s.17

Please review and talk to Mary Collins about this after you review it.

Regards,

Arlene Paton
Assistant Deputy Minister
Population and Public Health
Ministry of Health
PO Box 9646 Stn Prov Govt
Victoria BC V8W 9P1
Tel: 250-952-1731

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From: Cross, Gordon HLTH:EX
Sent: Monday, March 23, 2015 11:26 AM
To: Paton, Arlene HLTH:EX
Subject: CONFIDENTIAL - Agreements - Second/final batch
Importance: High

NR,s.17

<< File: BC Water and

Waste Association V1 - Feb. 10 (15).pdf >> NR,s.17

NR,s.17

Gordon Cross
Executive Director
Regional Grants & Decision Support
Ministry of Health
(250) 952-1120
gordon.cross@gov.bc.ca

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1032228

APR 08 2015

Ms. Tanja McQueen
Chief Executive Officer
BC Water and Waste Association
620 – 1090 W Pender St
Vancouver BC V6E 2N7

Dear Ms. McQueen:

I am pleased to enclose a cheque in the amount of \$500,000 to the BC Water and Waste Association to provide financial training/outreach support for small water system managers. Also enclosed is a signed copy of the Transfer Agreement.

On behalf of the Ministry of Health, I wish you continued success with this project.

Yours truly,

A handwritten signature in cursive script, appearing to read "M. Sidhu".

Manjit Sidhu, CA
Assistant Deputy Minister
Finance and Corporate Services

Enclosures

s.17

 20150331
 DATE YYYYMMDD

PAY FIVE HUNDRED THOUSAND DOLLARS 00CENTS

\$*****500,000.00

 To B.C. WATER & WASTE ASSOCIATION
 620-1090 PENDER ST W
 VANCOUVER BC V6E 2N7

s.17

s.17

s.17

REMITTANCE STATEMENT - Detach before presenting cheque for cashing

 Province of British Columbia
 (HE)

CHEQUE NUMBER

s.17

CHEQUE DATE

Y	M	D
2015	Mar	31

INVOICE NUMBER

INVOICE DATE

INVOICE AMOUNT

DESCRIPTION

Mar 19 2015

500,000.00

 Grant Re
 FUNDING TO PROVIDE FINANCIAL
 TRAINING/OUTREACH SUPPORT FOR SMALL
 WATER SYSTEM MANAGERS

s.17

This Grant Agreement dated for reference the 27th day of March, 2015

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Health (the "Province")

AND

BC Water and Waste Association (the "Recipient")

To provide financial training/outreach support for small water system managers (the
"Project")

WHEREAS:

- A. The Province has approved funding for the Project defined in this Agreement and such funding is to be paid by the Province to the Recipient pursuant to the Stipulations of this Agreement.
- B. The Recipient has met the eligibility criteria by providing to government a project request attached as Appendix A to this agreement.

DEFINITIONS

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

"Agreement" means this Grant Agreement and any schedules attached hereto;

"Commencement Date" means the date identified in Schedule A

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

"Eligible Costs" means all the direct costs properly and reasonably incurred by a Recipient or a Third Party on behalf of the Recipient with respect to the Project and is for public use or benefit and are incurred between the Project Commencement Date and the Completion Date.

"Eligibility Criteria" means the terms imposed by the Province and which must be met in order to qualify for funding.

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

following year;

"Project" means the Project described in Schedule A;

"Stipulations" mean the terms and conditions set out in this Agreement that must be met in order for the Recipient to retain the funds it receives for the Project; and

"Third Party" means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved in the Project.

SCHEDULES

2. The Schedules to this Agreement are:

Schedule A Project Description and Dates

Schedule B Payment and Reporting Requirements

TERM OF AGREEMENT

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, 2017.

STIPULATIONS

4. The Recipient agrees to:

- (a) carry out the Project in a diligent and professional manner;
- (b) raise outside funds to also support the Project;
- (c) commence carrying out the Project upon the signing of this Agreement;
- (d) complete the Project no later than the Completion Date; and,
- (e) provide evidence satisfactory to the Province that the Recipient has commenced work on the Project in accordance of section 4(b) and 4(c) of this Agreement. Such evidence may consist of financial statements of fundraising activity, if applicable or other evidence deemed appropriate by the Province.

5. If, in the opinion of the Province, the Recipient has failed to provide evidence satisfactory to the Province in accordance with section 4(b) and 4(c) of this Agreement, the Province may terminate this Agreement, effective immediately and require the refund of all funds advanced to the Recipient.

6. The Recipient will comply with all applicable laws.



7. The Recipient agrees to:

- (a) establish and maintain books of account, administrative records, invoices, receipts and vouchers for all expenses incurred in a form and content satisfactory to the Province;**
- (b) permit the Province to inspect at all reasonable times, any books of account or records (both printed and electronic, including, but not limited to, hard disk), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement;**
- (c) maintain all such accounts and records for a period of five years after the Completion Date;**
- (d) ensure that all Contracts entered into by the Recipient with any Third Parties contain the provision in section 6 above; and**
- (e) if requested by the Province, the Recipient will deliver within 90 days to the Province a copy of its audited Financial Statements for any period up to five years beyond completion and commissioning of the Project.**

8. The Recipient will ensure that the financial contribution of the Province is to be used solely for the purpose of defraying the Eligible Costs incurred by the Recipient in carrying out and completing the Project as described in Schedule A.

9. The Recipient acknowledges that Eligible Costs that have received funding from any other federal or provincial sources may not be reimbursed under this Agreement, and that the Recipient agrees to promptly notify the Province in writing of any such funding received.

10. The Recipient acknowledges that it is not the agent of the Province and will do no act which might be construed as authorizing any contract or permitting any other liability or obligation to be incurred on behalf of the Province.

11. The Recipient will not make any material change in or to the Project as described in Appendix A without prior written consent of the Province; The Recipient will not make any material change in or to the intended use of the resulting Project as described in Appendix A, without prior written consent of the Province.

12. In the event the Funding exceeds the Recipient's requirements in respect of this Agreement the Recipient will notify the Province. The Province may require the excess funding to be returned or may permit the use of the excess funding as directed by the Province. Funds identified by the Province to be returned to the Province shall constitute a debt due to the Province.



OBLIGATIONS OF THE PROVINCE

13. Provided the Recipient is in compliance with its obligations under this Agreement, the Province will pay the Recipient the amount and in the manner set out in Schedule B of this Agreement.

14. The Province will not have any obligation to provide a financial contribution under section 13 unless the Recipient has complied with the provisions set out in Schedule B.

COMMUNICATIONS

15. The Recipient agrees that all public information material pertaining to the Project will clearly indicate that the Project is funded through the Province. The recipient acknowledges that the Province would like at least 15 working days notice of any scheduled communications material or public events relating to the Project.

16. All announcements will be co-ordinated with the British Columbia Government Communications and Public Engagement.

DEFAULT

17. Any of the following events will constitute an Event of Default whether any such event be voluntary, involuntary or result 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; or,
- (d) the Recipient fails to provide positive confirmation that the Project has been completed by the Completion Date.

TERMINATION

18. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of the Agreement, at its sole option, elect to do any one or more of the following:

- (a) terminate this Agreement and the Recipient shall repay such amounts as determined by the Province, such amounts shall constitute a debt due to the Province;
- (b) pursue any other remedy available at law or in equity.



19. If the Province terminates this Agreement under paragraph 18 (a), then such termination may take place on ten (10) days' written notice.

APPROPRIATION

20. 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.

AUDIT

21. In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect and, at the Province's discretion, copy any of the Material and the Recipient must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

NO FURTHER OBLIGATIONS

22. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide additional provincial funding for the development and on-going operational costs of the project or 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.

SURVIVAL OF TERMS

23. Sections 7(b) and (c), 15, 18(a) and (b) or any other terms which by their nature or intent should continue after the term of this Agreement continue in force indefinitely, even after this agreement ends.

NOTICE

24. (a) Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Mr. Gordon Cross
Executive Director
Regional Grants and Decision Support
Ministry of Health
6-1, 1515 Blanshard Street
Victoria BC V8W 3C8

Email: Gordon.Cross@gov.bc.ca
Fax: 250-952-1420

(b) Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

BC Water and Waste Association
620-1090 W. Pender St.
Vancouver, BC V6E 2N7

Telephone: (604) 433-4389
Fax: (604) 433-9859

Attention: Tanja McQueen, Chief Executive Officer
Email: tmcqueen@bcwwa.org

- (c) 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; on the date of personal delivery if personally delivered; or on the date of transmission if faxed.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address and following the receipt of such notice, the new address will, for the purposes of paragraph 23 (a) or (b) of this Agreement, be deemed to be the address or facsimile of the party giving such notice.

MISCELLANEOUS

- 25. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 26. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 27. 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.

28. 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 by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
29. The Recipient will not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement
30. All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

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

SIGNED by the Minister of Health)
or his or her duly authorized representative)
on behalf of HER MAJESTY THE QUEEN IN)
RIGHT OF THE PROVINCE OF)
BRITISH COLUMBIA:)
)
)
)
)
)
)


Ministry's Authorized Signatory

Date: March 26, 2015

Manjit Sidhu, CA
Assistant Deputy Minister
Finance and Corporate Services

BC Water and Waste Association

Per:


Tanja McQueen, Chief Executive Officer

Date: MARCH 25, 2015

Schedule A: PROJECT DESCRIPTION AND DATES

A.1 Project Title: Financial Best Management Training /Outreach for Small Water Systems Managers

A.2 The Commencement Date is on the signing of this agreement

A.3 The Completion Date is no later than March 31, 2017

A.4 The Project will consist of the following:

Provide financial best practices training and other outreach activities on technical design and operations for managers of small water systems and health authority decision makers. Promote and deliver workshops throughout the Province to train managers of small water systems in financial best management and other outreach activities related to the technical design and operation of small water systems. In addition, develop a standard legal agreement template that water suppliers can use to manage "point of entry" or "point of use" water treatment systems with their community of users.



Schedule B: PAYMENT AND REPORTING REQUIREMENTS

B.1 Financial Contribution by the Province:

The Recipient, having met the Eligibility Criteria and agreeing to the Stipulations in this Agreement, the Province will make a financial contribution toward the Eligible Project Costs of the Recipient equal to \$500,000 being the maximum amount of funding approved by the Province.

B.2 Timing of Payment to the Recipient:

The Province will make one payment for its portion of the Eligible Costs that will become due and payable upon the signing of this Grant Agreement.

B.3 Final Report:

The Recipient agrees to provide to the Province a Final Project Status Report, in a form established by the Province.

NOTE: Reports submitted by the Recipient under the terms of this section are for the Province's information and Program 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.

B.4 Other Information:

The Recipient will provide the Province, upon request, interim reports and all such other information concerning the progress of the Project to completion and payment of Eligible Costs, as may be required by the Province.

- Small water systems are critical to health and well-being of British Columbians living in remote and rural communities. Small water systems prevent outbreaks of acute communicable disease, reduce the burden of chronic disease and reduce the draw on health services by providing clean water for drinking, bathing and food preparation.
- Small drinking water systems suffer from lack of resources and capacity to manage financial issues; they do not qualify for infrastructure grants under the Federal/Provincial program so there is no source of funding support.
- When a water utility goes bankrupt, or the operator of the utility walks away, it will escheat to the Province, posing a financial risk. For example, in 2012, Anglemont Water Utility escheated to the Crown.
- A recent government report to the BC Utility Commission identified the lack of financial planning (reserve finding), no economies of scale and poor financial management as a major concern for water systems escheating to the province - [http://www.empr.gov.bc.ca/EEC/Strategy/EEA/Documents/Provincial%20Water%20Comptroller%E2%80%99s%20office%20\(FLNRO\).pdf](http://www.empr.gov.bc.ca/EEC/Strategy/EEA/Documents/Provincial%20Water%20Comptroller%E2%80%99s%20office%20(FLNRO).pdf)
- Minister Lake made a commitment to the Union of BC Municipalities to address small water systems by improving the capacity of small water operators to manage financial issues.
- The proposed training will improve small water system manager's knowledge of financial issues, with a goal to improve governance, thereby reducing liability to the Crown now and in the future.
- Improved financial planning will also put small water systems in better shape so that Regional Districts are more likely to assume their management under a larger utility structure through amalgamation, further reducing risks.
- Improved financial management will be a necessary precursor and piece to implement a 'third party' financial loan system which is the primary recommendation aimed at improving health outcomes related to small water systems that the Ministers have endorsed in response to the UBCM Small Water System recommendations: Investigate Loan Guarantee Program for Small Water Systems with MCSCD
- If the project is not completed, many small water systems will continue to be poorly managed, lack actual drinking water treatment, with increasing liability to the Crown over time as poorly managed infrastructure ages and fails.



s.17

Accounts Payable
Ministry of Health

Please generate a ^{s.17} payment of **\$500,000** to the following agency:

B.C. Water & Waste Association
620-1090 W. Pender
Vancouver, BC
V6E 2N7

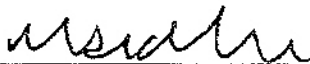
s.17

s.17

Invoice Date: March 19, 2015

Payment stub information: Funding to provide financial training/outreach support for small water system managers.


s.17



Expense Authority: Manjit Sidhu, ADM
Financial and Corporate Services

March 30, 2015

Date

 Qualified Receiver: Gordon Cross, Executive Director
Regional Grants and Decision Support

Program Contact Name: Rouhieh Nouredin 250-952-2966

53