

LATE ITEM

Clinton and District Community Forest

– Action Item

RECEIVED
June/26/2017

Tom Dall

From: Steve Law [adventuresports@shaw.ca]
Sent: June-23-17 3:54 PM
To: Tom Dall
Subject: Community Forest Annual Meeting July 5th
Attachments: CLINTON Annual Meeting 2017.docx

Tom:

On behalf of the Board of Directors and myself we would like to extend an invitation to the Mayor and Council to the Clinton Community Forest Annual Meeting.

We would be very pleased if the Mayor and Council were able to attend.

This invitation is also extended to yourself and the Village Staff.

Please let me know who will be attending.

Thanks Steve

**CLINTON & DISTRICT COMMUNITY
FOREST OF BC LTD
ANNUAL MEETING**

EVERYONE WELCOME

Wednesday July 5, 2017 from 6-9:00pm

The meeting will be held at the Clinton Memorial Hall

306 Lebourdais Avenue

Clinton, BC

For more information call:

Steve Law RPF 250 706-9251 – adventuresports@shaw.ca

Robin Fennell 250 314-7602 – rmbfenn@gmail.com

LATE ITEM

Water Mainline CN Crossing Contract

– CAO Reports

Agenda Date: June 28, 2017 – LATE ITEM
Date: June 28, 2017
Memo to: Council
From: CAO
Subject: Water Mainline CN Crossing Contract

Purpose/Issue:

The purpose of this report is to seek Council approval for the Water Main Line CN Crossing Contract.

Background:

The Water Mainline Replacement project requires the ability to place a new waterline under the CN Tracks. In order to move forward with this portion of the project, a permit to proceed with the replacement is required from CN. TRUE Consulting has been working our behalf to proceed with the full project and one of the main steps was getting permission from CN to replace the waterline under the tracks.

CN was provided with the appropriate drawings for the project and the Village has received approval to proceed. A copy of the contract, the fees for the permit and other information has been provided for Council information and approval.

Financial

The financial requirement for the permit with CN is \$9051.00, which will be an expense of the project.

Recommendations/Options

The recommendation is for Council to approve the Mayor and CAO to sign the “Terms and Conditions” letter and the “Standard Pipe Crossing” Agreement between Canadian National Railway Company and the Village of Clinton and to pay the appropriate fees of nine thousand fifty-one dollars and no cents (\$9051.00), payable to CN Railway Co. for the installation of the new underground potable water pipeline crossing on CN property at Mile 202.71 Lillooet Substation, in the Village of Clinton.

Tom Dall CAO



DESIGN AND CONSTRUCTION
 Operations Building B, 2nd Floor
 10229-127th Avenue
 Edmonton, Alberta Ph: (780) 643-7668
 T5E 0B9

June 27, 2017

CN File: 4715-LIL-202.71
 Your File: 675-401

Village of Clinton
 c/o True Consulting
 201-2079 Falcon Road
 Kamloops, BC V2C 4J2

Attention: Brandon Barker

bbarker@true.bc.ca

RE: Proposed New Underground Potable Water Pipeline Crossing on CN Property at Mile 202.71 Lillooet Subdivision, in the Village of Clinton, BC.

Your application has been reviewed and approved in principle. Arrangements for the installation can proceed once the following documents have been returned to this office:

- Two (2) original of this "Terms & Conditions" Letter signed under corporate seal or witnessed
- Two (2) original Agreements signed under corporate seal or witnessed. Note: if you require an original signed Agreement to be returned to you, please advise me when you return these documents.
- A cheque in the amount shown below in the name of *Canadian National Railway Company*

Fees to be prepaid as follows:

Application Fee	\$ 1,150.00
RUSH Review Fee	\$ 3,750.00
Agreement Fee	\$ 2,200.00
Prepaid Flagging Protection	\$ 950.00
Prepaid Signals Protection	\$ 570.00
	<hr/>
Total CN	\$ 8,620.00
GST 5% GST #R100768779	\$ 431.00
	<hr/>
Total Prepaid Amount:	\$ 9,051.00

CN will not reimburse any monies paid with respect to this installation.
 Please consider this your invoice.

Note:

The amount shown under flagging and signals is the minimum fee. Additional charges, if applicable, will be invoiced monthly until work has been completed. Prior to the start of construction and after the completion of this documentation, you must give at least ten working days' notice to CN to arrange flagging protection.

Village of Clinton

CN File: 4715-LIL-202.71

June 27, 2017

This crossing must be installed as shown on your drawing 675-401-06, Sheet 6 of 10, Rev. 4, dated JUNE 21, 2017, and maintained under the terms of the attached agreement. A copy of your application drawing, approved for construction, will be returned to you along with a fully executed agreement.

If you have any questions/concerns, please do not hesitate to contact me.

Yours truly,



Sara Lovegrove
Utilities Coordinator
sara.lovegrove@cn.ca

I hereby accept the terms and conditions contained in the above letter.

Signature: _____ Title: _____

For: _____ Date: _____

Witness: _____

Standard Pipe Crossing Agreement No.: _____

THIS AGREEMENT entered into at Edmonton, Province of Alberta, this 27th day of June, 2017.

BETWEEN: **CANADIAN NATIONAL RAILWAY COMPANY**, a corporation having its head office at 935 de la Gauchetière Street West, Montreal, Quebec H3B 2M9

(hereinafter the "Railway")

AND: **VILLAGE OF CLINTON**, a corporation having its office at PO Box 309, Cariboo Highway, Clinton, British Columbia V0K 1K0 (hereinafter the "Applicant")

WHEREAS the Railway hereby grants the Applicant the right and privilege to install, use and maintain New Underground Potable Water Pipeline Crossing within the Railway's right-of-way, at Mile 202.71, on the Lillooet Subdivision (hereinafter the "works"), in the Village of Clinton, Province of British Columbia, as shown on Plan(s) No. 675-401-06, sheet 6 of 10, Rev. 4, dated/revise JUNE 21, 2017, (hereinafter the "Plan(s)"), attached hereto as Appendix A and forming an integral part hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Applicant will carry out the work as shown on the Plan(s) and in accordance with Railway requirements respecting safe railway operations, and no works shall proceed until the Agreement has been signed and the Plan(s) has/have been approved by the Railway.
2. The works shall be constructed and at all times maintained in accordance with the *Railway Safety Act* and regulations, plans or specifications in force, adopted or approved by Transport Canada respecting pipe crossings under Railways, including the latest *Standards Respecting Pipeline Crossings Under Railways, TC E-10*, attached hereto as Appendix B and forming an integral part hereof, as amended from time to time, and any subsequent replacement document, according to the plans and specifications approved by the Railway.
3. No maintenance work shall be done without first obtaining the Railway's consent.
4. Under certain circumstances, before giving its permission to proceed to any work, the Railway may, at its discretion, assign an inspector to supervise the work to take place on its property. While so engaged, the inspector's wages and expenses will be chargeable to the Applicant and shall be paid by the Applicant immediately upon request by the Railway.
5. All costs associated with the construction, the replacement, the use and the maintenance of the works,

Initials:

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Railway _____

Applicant _____

including flagging, location of underground cables and engineering fees, shall be paid by the Applicant.

6. Should it become necessary or expedient for the purposes of repair or improvement on the said Railway that the works be removed, relocated or modified, the Applicant shall, at its risk and expense, comply with the request of the Railway, failing which the Railway shall have the right to execute or have executed, at the risk and expense of the Applicant, any work required to remove, relocate or modify the said works.
7. In addition to any other amounts payable by the Applicant pursuant to this Agreement, as compensation for the rights and privileges herein granted and until clause 13 is invoked, the Applicant shall immediately pay a non-refundable one-time lump sum of \$2,200, plus the applicable G.S.T. All sums payable pursuant to this clause shall be payable to the order of the Railway, care of its authorized representative, at such address as the authorized representative shall provide.
 - 7.1. The Applicant shall also pay all taxes, rates and assessments of any other nature that may be levied from time to time during the course of this Agreement against the Railway's property as a result of the works constructed by the Applicant. The Railway's G.S.T. Registration Number is R100768779.
8. The Applicant shall indemnify and hold harmless the Railway from any losses, liens, damages, liability, and expenses ("Damages") incurred by the Railway arising from the Applicant's, or its employees, agents, contractors or sub-contractors', breach of its obligations or warranties under this Agreement; any third party claims associated with or arising under this Agreement; or the Applicant's access to the Railway's or the Railway's affiliates' premises. In the event that the Railway has incurred Damages, the Railway shall notify the Applicant and the Applicant shall indemnify the Railway for the Damages and defend and hold harmless the Railway against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of the Railway, which consent shall not be unreasonably withheld.
9. The Applicant shall immediately carry out all measures which the Railway, in its sole discretion, considers necessary to keep the works free and clear of all environmental contaminants or residue (hereinafter referred to as "Environmental Contamination") resulting from the Applicant's occupation or use of the Railway's premises (hereinafter the "Premises"), such condition to be confirmed (at the option of the Railway and at the sole expense of the Applicant) by a post-termination environmental inspection/audit of the Premises to be carried out by the Railway. The Applicant shall be solely responsible for the cost of all work carried out to correct any Environmental Contamination which occurs on the Premises, or which occurs on other lands as a result of the Applicant's occupation or use of the Premises.
 - 9.1. Notwithstanding the foregoing, in the event that the Railway, at any time, suspects that a potential source of Environmental Contamination may be either present on the Premises or at risk of escaping from or onto the Premises to or from the adjoining lands, the Railway shall have the right to enter upon the Premises, at all reasonable times and from time to time, in order to inspect the Premises and conduct or require the Applicant to conduct, at the Applicant's expense, such tests as may be required to verify the condition of the Premises. The Applicant shall, at its expense, take any and all action as shall be required to prevent such Environmental Contamination from occurring or escaping from or onto the Premises.
 - 9.2. The Applicant shall be responsible to notify the Railway of all Environmental Contamination

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that the Applicant suspects is occurring on or escaping onto the Premises from adjacent lands or resulting from third party occupation.

- 9.3. If the Applicant fails to correct any Environmental Contamination to the satisfaction of the Railway and any public authority having jurisdiction, the Railway may have such work performed by its employees or agents. The Railway may charge the Applicant from time to time for all the costs incurred by the Railway in correcting such Environmental Contamination, plus fifteen per cent (15%) for overhead, and the Applicant shall pay the Railway's invoice or invoices for such costs within ten (10) days of receipt of each invoice. In the event such remedial work is carried out by any public authority, the cost of such work shall be borne by the Applicant.
- 9.4. The Applicant shall comply with the provisions of any federal, provincial or municipal laws applicable to the Premises with respect to maintaining a clean environment. If any public authority having jurisdiction with respect to environmental protection or fire protection requires the installation of equipment or apparatus on the Premises to improve the environment or to improve fire protection facilities, then the Applicant shall promptly install such equipment or apparatus or take such measures as may be required by such public authority. The Applicant shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority.
- 9.5. Upon the termination of this Agreement, the Applicant shall leave the Premises in a clean and tidy condition, free of any Environmental Contamination resulting from or occurring during the Applicant's occupation or use of the Premises. If the Applicant has installed any facility on or under the Premises, the Applicant shall remove such facility, subject to the provisions of clause 15. The Applicant shall have the burden of proving that any Environmental Contamination has not resulted from or occurred during its occupation or use of the Premises.
- 9.6. The responsibility of the Applicant to the Railway with respect to the environmental obligations contained herein shall continue to be enforceable by the Railway notwithstanding the termination of this Agreement.
10. The Applicant shall, at its sole expense, provide and maintain in full force and effect during the term of this Agreement, and for any subsequent renewal term, insurance coverage as follows:
 - 10.1. Commercial General Liability, in the amount of no less than ten million dollars (\$10,000,000) per occurrence, combined single limit for bodily/personal injury (including death), or for damage to or destruction of property (including loss of use) caused by accident or occurrence. This policy shall name the Railway as an additional insured and shall contain a cross-liability clause.
 - 10.2. The Applicant shall provide the Railway with proof of insurance in the form of an insurance certificate, which certificate shall detail the coverage requirements and shall obligate the insurers to give the Railway a thirty (30) day prior written notice of cancellation or non-renewal, or of any material change affecting the coverage provided therein.
11. The Applicant's property, and any other person's property, shall, while located on the Railway's premises to fulfill any obligation covered by the present Agreement, be deemed to be there at the risk of the Applicant as to damages, loss or theft attributable to any cause whatsoever.

Initials:

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Applicant _____

12. This Agreement is binding upon the respective employees, agents, successors and representatives of the Railway and the Applicant; however, the Applicant may not assign or transfer this Agreement, in whole or in part, or any of the rights and privileges resulting there from, without the prior written consent of the Railway. Said consent may not be unreasonably withheld.
13. This Agreement will continue in force from the date hereof to its termination by either party, at any time, by giving a written notice to the other party at least thirty (30) days prior to the proposed date of termination. In the event of any failure by the Applicant to comply with any provisions of this Agreement, and upon the Applicant being notified in writing by the Railway alleging such failure and failing to remedy the failure within (thirty) 30 days of receiving such notice, the Agreement will be forthwith terminated upon receipt of written notice of termination. In either case, it is understood that the Railway will not reimburse the Applicant for any monies paid in advance under the provisions of this Agreement.
14. Unless otherwise specified, all notices, accounts, statements, reports, documents or instructions to be given by any party under the terms of this Agreement must be given in writing at the following address:

FOR THE RAILWAY:

Canadian National Railway Company
c/o Business Development & Real Estate
2nd Floor – Building B, 10229 – 127 Avenue
Edmonton, Alberta T5E 0B9

Attention: Contracts Department
Facsimile: (780) 377-4281

FOR THE APPLICANT:

Village of Clinton
PO Box 309, Cariboo Highway
Clinton, British Columbia V0K 1K0

Attention: Karl Hansen
Facsimile: (250) 459-2227
Email: admin@village.clinton.bc.ca

Notice shall be sufficiently given if delivered by courier or facsimile, or if mailed by prepaid registered mail to the above address or to such other place as may be specified in writing. Any notice or other document, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender, and if mailed, on the third business day following the date on which it was mailed. In the event of an actual or imminent disruption of postal service in Canada, the notice shall be delivered by courier.

15. At the expiry of the present Agreement or, in the case of cancellation of the Agreement within the period determined in writing by the Railway, the Applicant will, at its risk and expense, remove from the

Initials:

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Railway _____

Applicant _____

Railway's property all works constructed under this Agreement, as well as all material not belonging to the Railway, except for the metal casing which will remain in place in perpetuity. As for the pipe installed inside the metal casing, the Applicant will, at its discretion, have the option of either leaving the pipe or removing it. The Applicant will be required to fill the casing and any pipes left within with cement and restore the Railway's property to the satisfaction of the Railway. Should the Applicant fail to comply with the requirements of this clause, the Railway reserves the right, at its discretion, to do the work that the Applicant should have done in accordance with this clause, or to have the work done, at the risk and expense of the Applicant. Under such circumstances, all the material located on the Railway's property shall become the property of the Railway, without compensation to the Applicant and without prejudice to the Railway's right to recourse against the Applicant for compensation for any costs or damages incurred by the Railway as a result of the Applicant's default.

16. The Applicant shall not, at any time and in any way, impede the operation, the maintenance or the enjoyment of the Railway's property by the Railway and its representatives. If the Railway deems, at its discretion, that the work being undertaken or the method used to undertake the work will impede the Railway in any way, the Railway may order the work stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that the Railway may deem necessary under the circumstances. The Applicant will comply with the requirements of this clause, at its risk and expense and without recourse against the Railway except for damages, if justified.
17. The Applicant agrees not to register this Agreement or to file or register any caveat or other encumbrance based on this Agreement against the title for the said Works without first obtaining the written consent of the Railway.
18. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and all applicable federal laws and regulations.
19. The parties agree to settle disputes by way of negotiations. Should negotiations fail, the parties agree that any dispute relating to the wording and interpretation of the clauses in this Agreement will be resolved in accordance with the Arbitration Act of the Province in which the works are located.
20. The preamble to this Agreement and all of its Appendices form an integral part of the Agreement.
21. This License Agreement may be executed in any number of counterparts and may be delivered by facsimile or by Portable Document Format ("PDF") and each such original, facsimile or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together then construe one and the same instrument. Upon request, each party shall provide an original executed copy of this Lease Agreement to the other.

Initials:
Railway _____
Applicant _____

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

Signed in the presence of:

Witness Signature

PENNY PFOH

Witness Name

Date

CANADIAN NATIONAL RAILWAY COMPANY

Signature

ANITA FLEMING

Name

Director, Western Canada

Business Development & Real Estate

Title

Date

VILLAGE OF CLINTON

Signed in the presence of:

Witness Signature

Witness Name [please print]

Date

Signature

Name [please print]

Title [please print]

Date

Initials:
Railway _____
Applicant _____

PLAN(S)

Tom Dall

From: Dave Underwood [dunderwood@true.bc.ca]
Sent: June-27-17 6:02 PM
To: Karl Hansen; Tom Dall; Joanne Molnar
Cc: Brandon Barker
Subject: FW: Village of Clinton - U/G Potable Water Pipe Xing - MP 202.71 Lillooet Sub - File: 675-401 - RUSH
Attachments: SAFETY GUIDELINES (revised 2013).pdf; Village of Clinton-LIL-202.71-T&C-.pdf; Village of Clinton-LIL-202.71-AGMT-.pdf

Hi guys,

Good news, the Village has received CN approval for the pipeline crossing of the railway. Please see attached.

In order to finalize the approval process, the Village must sign and then provide CN with two copies of the "Terms & Conditions" Letter. Also, the Village must sign and provide CN with two copies of the Agreement. Lastly, CN requires a cheque in the amount of \$9,051.00 as payment for this application/agreement process. This will be a disbursement under the CWWF funding.

Please let me know if there are any questions. Time is somewhat of the essence in this regard as tenders will be closing next week and work will likely begin at the end of July or early August.

Regards,

Dave



Dave Underwood P. Eng.
t 250-828-0881 f 250-828-0717 c 778-220-6929
201-2079 Falcon Road, Kamloops BC V2C4J2
www.true.ca
ENGINEERING PLANNING URBAN DESIGN

From: Brandon Barker
Sent: June-27-17 10:15 AM
To: Dave Underwood <dunderwood@true.bc.ca>
Subject: FW: Village of Clinton - U/G Potable Water Pipe Xing - MP 202.71 Lillooet Sub - File: 675-401 - RUSH

FYI



Brandon Barker
t 250-828-0881 f 250-828-0717 c 250-819-3229
201-2079 Falcon Road, Kamloops BC V2C4J2
www.true.ca
ENGINEERING PLANNING URBAN DESIGN

From: Sara Lovegrove [<mailto:Sara.Lovegrove@cn.ca>]

Sent: June-27-17 9:22 AM

To: Brandon Barker <bbarker@true.bc.ca>

Cc: Sara Lovegrove <Sara.Lovegrove@cn.ca>

Subject: Village of Clinton - U/G Potable Water Pipe Xing - MP 202.71 Lillooet Sub - File: 675-401 - RUSH

Good Morning Brandon,

Please find attached the Terms & Conditions Letter, Standard Agreement, and CN Safety Guidelines for The Village of Clinton's Proposed Drawing # 675-401-06, Rev. 4, Sheet 6 of 10, Underground Potable Water Pipeline Crossing at Mile 202.71 Lillooet Sub.

Print the required number of documents, as outlined in the Terms & Conditions letter, duly execute and return to this office with payment of the prepaid fees.

Best Regards,

Sara Lovegrove

CN Design and Construction | Prairie Utilities Coordinator

10229-127 Avenue 2nd Floor, Building "B",

Edmonton, AB, T5E 0B9

Ph: (780) 643-7668

sara.lovegrove@cn.ca



SAFETY GUIDELINES FOR CONTRACTORS AND NON-CN PERSONNEL

Introduction

The objective of this document is to outline CN's Safety Guidelines for Contractors and non-CN personnel. For the purposes of this document "Contractor" may also apply to individuals on CN property, whether under contract to CN or not.

These guidelines are not to be considered as a substitute for the applicable government regulations. These guidelines are the minimum requirement and must be exceeded where the hazard or government regulations warrant.

It is not possible to deal with every hazard in this one document. These guidelines are to be employed in conjunction with Government Acts, Regulations, local Ordinances, CN Safety and Operating Rules Standards, and good judgment to facilitate the safe completion of the work.

Additional information regarding safe work practices may be included in contract documents and specifications. In the event of a discrepancy between these guidelines and the contract, the contract shall govern.

CN's Basic Safety Requirements

The Contractor's attention is drawn to the following highlights from CN's "Basic Safety Requirements":

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable Risk Management policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.
6. Inspect personal protective equipment (PPE), tools and equipment before use to ensure that they are in good working condition.
7. Contractor's employees or subcontractors performing work within the CN right-of-way must familiarize themselves with CN's Contractor Safety Package, complete a Contractor Orientation Course and must be registered on the Contractor Completion Database which can be found at the following website: <http://www.railroadcourses.com> If you have been contracted by CN and are completing work on behalf of CN, you are required to ensure anyone working on the project within CN right of way has completed eRailSafe. This can be found at the following website: www.erailsafecanada.com

CN's Risk Management policy is premised on the following:

- to work in a safe manner is a condition of employment/Contract;
- all accidents or incidents resulting in loss or injury are preventable;
- it is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, or other losses;
- employees will be provided with appropriate training to enable them to work safely;
- employees and management must work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace.

GENERAL RULES AND INFORMATION

"Expect the movement of a train, engine, rail car or track unit at any time, on any track, in either direction. Protect yourself and others from the movement of trains, engines, railcars and track units and do not expect them to stop."

If any situation arises which affects the safe movement of trains, CN must be contacted immediately at:

1-800-465-9239.

Alternatively, contact CN's Network Operations Centre in Edmonton at:

1-800-661-3963.

Before any digging is performed on CN property, proper clearance and instructions must be obtained through the Information Technology Command Centre (ITCC Network Management Centre) at:

1-800-661-3687 or 1-800-NO1-FOTS.

In an emergency, any object waved violently by anyone on or near the track is a signal for trains to stop.

Violation of CN's "Risk Management Policy" or contravention of these guidelines may result in the immediate removal of the Contractor or the offending personnel from CN property.

Compliance with Government Regulations

Contractors shall follow all applicable Federal, Provincial, and Municipal Acts, Regulations, Laws and Codes, including but not limited to those related to the licensing of workers, occupational health and safety, transportation or handling of dangerous substances, inspection and certification of equipment. As CN is a federally regulated enterprise, Contractors are advised that work undertaken on CN right-of-way may be governed by Federal regulation.

The Contractor shall become familiar with CN's Risk Management Policy as well as all applicable regulations and shall ensure compliance by workers at the job site. Supplementary instructions may be issued by CN representatives from time to time.

Instructions

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site. (i.e. Permits, Licenses, Contract Documents, Contractor Safety Approved Sticker and/or Waivers).
2. Periodic briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety.
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within eight (8) meters or approximately twenty-five (25) feet of the nearest rail except in the presence of a CN Protecting Foreman. The CN Protecting Foreman is concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
5. Equipment operating within eight (8) meters, or approximately twenty-five (25) feet, of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units.
6. No vehicle or heavy equipment may be situated or moved closer than eight (8) meters, or approximately twenty-five (25) feet from the nearest rail unless a CN Protecting Foreman has placed a block on train movements.

Instructions (Cont'd.)

7. Upon the passage of a train, Contractor's personnel shall stand no closer than six (6) meters, or approximately twenty (20) feet from any switch stand and, if possible, on the opposite side of the track.

8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within eight (8) meters, or approximately twenty-five (25) feet, of standing railway equipment.
10. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface.
11. In accordance with CN's safety standards, Contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety footwear (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied), safety glasses and reflective apparel. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

Drug and Alcohol Policy

Contractor's personnel will be bound by the provisions of CN's "Policy to Prevent Workplace Alcohol and Drug Problems" while on CN property. All employees are required to report and remain fit for duty, free of the negative effects of alcohol and other drugs. It is prohibited to be on duty or to be in control of a vehicle or equipment while under the influence of alcohol or other drugs, including the after-effects of such use.

1. **Policy Standards:** The Contractor is to ensure that all employees and employees of sub-contractors adhere to the following standards when on CN business or premises:
 1. No use, possession, distribution, offering or sale of illegal drugs or drug paraphernalia.
 2. No use, possession, distribution, offering or sale of alcohol.
 3. Responsible use of prescribed and over-the-counter medications.
 4. No trafficking, distribution, offering or sale of prescription medications.
 5. Report fit for duty and remains fit for duty.
2. **Policy Violation Procedures:** Where a CN representative has reasonable grounds to believe any individual in the employ of the Contractor is on duty in an unfit condition, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
 1. The Contractor will be notified.
 2. The Contractor will be required to conduct the individual(s) to a safe place.
 3. The Contractor will investigate the situation.

Drug and Alcohol Policy (Cont'd.)

4. The Contractor must satisfy CN that there has been no policy breach.
5. If a breach of policy has occurred, the individual(s) will not be allowed to return to any position with CN without the written permission of a CN official and will be required to adhere to any conditions regarding their return.

3. **Consequences of Violation:** Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

Firearms

Firearms (loaded or empty) are not permitted on CN property, except for CN Police officers and other designated persons performing authorized work and when authorized to do so. In all cases, any firearms must be accompanied with a written authorization from the Chief of CN Police and the person should have in his possession all pertinent government permits.

Explosives

No explosives will be permitted on CN property without written CN approval.

Vehicles

Contractor's vehicles on the site must be in safe operating condition. Operators must observe all site speed limits. Unattended vehicles must not be left running unnecessarily. Where they must be left running, the hand brake must be applied. The operator is responsible for the safety of all passengers and the stability of materials being transported.

Smoking in the Workplace

Smoking is not permitted in any CN interior workplace or motor vehicle.

Security

All vehicles will be parked in a pre-determined area and where required, a designated Contractor entrance shall be used.

Contractor's personnel will proceed directly to the Contractor's work location. Contractor's employees must remain at their designated work site and must not wander about the site.

The Contractor shall not permit persons other than the Contractor's personnel to enter the site without the prior written authority of the CN representative.

Emergency Evacuation Procedures

Prior to commencing work, all Contractor's employees must be familiar with the emergency evacuation plan for that work site. The Contractor shall issue written emergency and rescue procedures to the Contractor's personnel and shall post such procedures on the job site.

Unsafe Conditions or Practices

Contractors shall correct or report any unsafe conditions or practices they observe. All such conditions or practices shall be reported to the CN representative at the work site as soon as practical.

Reporting Accidents/Incidents

All accidents/incidents occurring on CN property, that result in or had the potential of causing serious injury, lost work days, vehicle or property damage must be reported to the CN representative within twenty-four (24) hours. All such incidents will be fully investigated by the Contractor.

The Contractor shall subsequently provide a written report to CN (i.e. Company Officer assigned as Liaison to Contractor) within seven (7) days detailing the nature of the incident, the cause(s), regulatory authorities notified, and a specific action plan to prevent recurrence.

Treatment of Injured Personnel (Contractors)

Contractors shall ensure the following is provided for their personnel as required by CN and in accordance with applicable government regulations:

1. Adequate first-aid supplies and equipment.
2. Qualified personnel to render first-aid treatment.

Personal Identification

When not accompanied by a CN representative, Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

1. Contractor's name, address and telephone number,
2. CN representative responsible for the job,
3. Employee's full name and personal identification details (e.g. Driver's License No.),
4. Name of Contractor's representative issuing the card.

Such personnel shall also have a CN approved sticker (CN Safety Guidelines for Contractors Sticker) affixed to Contractor's personnel hard hat.

Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

Summary

In conclusion, CN requires the full cooperation of the Contractor and the Contractor's employees with these guidelines and all other applicable regulations. Should there be any doubt as to the meaning or interpretation of these guidelines, consult with the CN representative responsible for the worksite.

Contractor Acknowledgement

Contractor/Sub-contractor personnel must read and understand CN's "*Safety Guidelines for Contractors and Non-CN Personnel*". The Contractor/Sub-contractor must sign the proper document to confirm compliance to the above.

LATE ITEM

Municipal Finance Authority Loan Agreement

– CFO Reports

Agenda Date: June 28, 2017
Date: June 26, 2017
Memo to: Council
From: CFO
Subject: Municipal Finance Authority Loan Agreement

Purpose/Issue:

The purpose of this report is to seek Council approval to enter into a loan agreement with Municipal Finance Authority for the funds to purchase the new Backhoe.

Background:

In 2014 budget discussion it was identified that the 1998 Cat 416c Backhoe would need replacing in the not too distant future. Staff added the request to the Strategic Planning process and the Financial Plans with a timeline defined as 2017. During the 2017 Strategic Planning session, Council identified replacing the 1998 Cat 416c Backhoe in 2017 as a priority. During the 2107 budget process, Council approved the purchase of a new Backhoe for a maximum of \$150,000, to be financed through Municipal Finance Authority for a term of five years.

Financial

During the 2017 budget discussion Council approved the purchase of a new backhoe for a maximum of \$150,000, to be financed through Municipal Finance Authority for a term of five years.

Recommendations/Options

The recommendation is that Council authorize the Financial Officer to proceed with the loan application, for a maximum of one hundred and fifty thousand dollars (\$150,000), with Municipal Finance Authority of BC to borrow the proceeds required for the purchase of the backhoe, for a term of five (5) years.

Joanne Molnar
CFO

LATE ITEM

Internal Borrowing for Water Mainline
Replacement Project

– CFO Reports

Agenda Date: June 28, 2017
Date: June 26, 2017
Memo to: Council
From: CFO
Subject: Internal Borrowing for Water Mainline Replacement Project

Purpose/Issue:

The purpose of this report is to seek a resolution from Council to formalize the internal borrowing from the General Account surplus to the Water Fund for the Clean Water and Wastewater Fund Water Mainline Replacement project

Background:

In November 2016, Council approved staff to submit a grant application under the Clean Water and Wastewater Fund for the replacement of the Water Mainline. The grant was approved on March 13, 2017 for a maximum federal/provincial contribution of \$975,250, the residual funds, a maximum of \$200,000, would be the responsibility of the Village of Clinton.

During the 2017 budget process, staff outlined the internal borrowing option of borrowing from the General Operating Surplus account to the Water Fund. The budget was approved based on a maximum of \$150,000 funding being borrowed from the General Operating Surplus and \$50,000 coming from the Water Fund. The borrowing was calculated to include interest payable at the annual approved rate as established by Municipal Finance Authority long term borrowing rate. The maximum borrowing term was calculated at 10 years, with the opportunity for early payout, without penalty.

The Community Charter does not require a resolution to borrow between funds, its only requirement is “the financial plan must set out the following for each year of the planning period: the proposed transfers to or between funds”.

A Council resolution does however ensure

- A :) the borrowed funds are repaid to the appropriate account,
- B :) applicable interest is paid for the use of the funds and
- C :) that the funds are repaid in a timely manner.

Financial

The approved 2017 budget reflects a repayment schedule of a ten year term, and an interest rate of 3% per annum.

Recommendations/Options

THAT Council approves internal borrowing of up to \$150,000 from the General Operating Surplus account to the Water Fund for the Clean Water and Wastewater Water Mainline Replacement project; principle funding plus interest, at the Municipal Finance Authority approved rate, shall be repaid over a maximum term of ten years.

Joanne Molnar, CFO

LATE ITEM

Grant Application for Clinton Community Trails
Plan to MCSCD Infrastructure Planning Grant

– CDC Reports

Agenda Date: June 28, 2017
Date: June 27, 2017
Memo to: Mayor and Council
From: CDC
Subject: Grant Application for Clinton Community Trails Plan to MCSCD
Infrastructure Planning Grant

Purpose/Issue:

The purpose of this report is to request Council approval to apply for grant funding from MCSCD's Infrastructure Planning Grant to develop the Clinton Community Trails Plan.

Background:

The development of a Community Only Trails Plan was identified as a priority for 2017 in the Strategic Plan. The Village currently has one application for \$10,000 approved for the project from CCBAC, and is waiting for approval from BC Rural Dividend for another \$10,000. BC Rural Dividend turnaround for approval time frame is lengthy and will not notify applicants if they are successful until September. Generally this is not a concern, but due to CCBAC disbanding at the end of 2017 the timeline for completion is crucial.

Staff has been in consultation with the 100 Mile House District Recreation Officer from MFLNRO and a consultant to identify the scope of the project and the resources required to develop the Trails Plan. The projected cost is approximately \$20,000.00, with the potential funding sources being CCBAC and BC Rural Dividend.

Trail Plan development meets the criteria for the Infrastructure Planning Grant under the Health and Safety portion of the program. The Village currently has an application submitted to MCSCD for the Storm Sewer project. The Village must prioritize their applications so that the Province is aware of the community's needs, and the Storm Sewer is our priority, this application will not jeopardize the Storm Sewer application, and the Village may also be granted the Trails Plan project.

In order to meet timelines staff is recommending that Council approve the Village to apply to MCSCD for an Infrastructure Planning Grant totaling \$10,000. Applicants will be notified in July if they are successful, enabling us to move forward in a timely manner with the project.

If the Village is successful with the BCRD funding, we will utilize those funds for registering easements and right of way for trail access. This is a part of the process and we will be moving forward on this phase a little sooner than expected.

Financial:

At this time there are no financial obligations to the Village.

Recommendation:

The recommendation is that; **Council authorize the submission of a \$10,000.00 grant application to the Ministry of Community Sport and Cultural Development's Infrastructure Planning Grants for the development of the Clinton Community Trails Plan and that the Council support this project through its duration.**

Daniela Dyck, CDC
CDC