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July 24, 2018

British Columbia Utilities Commission  
Suite 410, 900 Howe Street  
Vancouver, BC  
V6Z 2N3

Attention: Mr. Patrick Wruck, Commission Secretary and Manager, Regulatory Support

Dear Mr. Wruck:

**Re: FortisBC Energy Inc. (FEI)**

**Application for Use of Lands under Sections 32 and 33 of the *Utilities Commission Act* (UCA) in the City of Coquitlam for the Lower Mainland Intermediate Pressure (IP) System Upgrade (LMIPSU) Project – Coquitlam Gate IP Project (Project) (the Application)**

**FEI Reply to City of Coquitlam Submission on Process**

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FEI writes in reply to submissions on process from the City of Coquitlam (the City or Coquitlam) filed with the British Columbia Utilities Commission (the Commission) on July 19, 2018 in accordance with the schedule set out in Exhibit A-2. FEI is filing this letter in advance of the date specified in Exhibit A-2. Timing is of the essence in this matter, as explained further below.

FEI's submission addresses, and is organized around, the following points:

- First, there is an urgent need to resolve any disputed technical matters that affect construction planning, but re-paving and the NPS 20 IP gas line removal cost allocation can be addressed later.
- Second, the scope for disagreement regarding technical matters should be very limited, given that the documents reflect feedback obtained from the City over many months.
- Third, FEI's proposed process is fair, transparent and practical. It maximizes the opportunity for public participation within the practical constraint that the technical matters require resolution by August 31 in order to avoid risk of significant harm to FEI and its customers. The City's proposed process, which targets resolving the issues in October, would be highly prejudicial to FEI and its customers.

## **A. Some Matters Require Urgent Resolution, While Others Do Not**

The City confirmed in its submissions that the issues are those identified by FEI. The City does, however, take issue with FEI distinguishing among the issues based on some being “technical” and others being “financial”. The City’s submission, in focusing on FEI’s nomenclature, misses FEI’s essential point. Irrespective of the nomenclature, or whether or not “technical” issues have financial implications (FEI readily accepts that they may), FEI’s point was to distinguish between:

- Matters that must be resolved immediately for the Project to proceed on schedule, and to avoid significant negative consequences for FEI and customers; and
- Matters that are less urgent because they need not be resolved before Project work can proceed.

### ***Matters Requiring Urgent Resolution to Avoid Prejudice to FEI and Customers***

The City has not yet provided formal approval for the following items:

1. Protocols and processes to guide FEI and the City’s interactions;
2. Traffic Management Plans; and
3. Engineering Drawings relating to the Coquitlam Gate IP Project.

These matters, which FEI termed “technical” matters, need to be formally resolved in order to allow FEI’s pipeline integrity work to proceed on a timely basis and in a cost-effective manner.

FEI’s construction planning requires reference to the Engineering Drawings and Traffic Management Plans and protocols and processes. The Engineering Drawings set out, among other things, the alignment of the new gas line and where it is situated relative to other infrastructure. Traffic Management Plans include traffic control plans, public information plans and technical drawings to address traffic management during construction. The protocols and processes upon which FEI has proposed to proceed include identifying commercial considerations (cost and invoice details), key personnel and contact information, and stipulating lead times required to manage, relocate or modify municipal infrastructure for construction of the new gas line.

FEI has addressed urgency in further detail in Section C of this letter.

### ***Matters that Can Be Resolved Later Without Prejudicing Anyone***

By contrast, the following items, which FEI called the City’s Financial Demands in the Application, and which the City has described as follows, can be addressed on a less-expedited timeline and after construction has commenced:

1. “Removal of 380 metres of the decommissioned NPS 20 IP gas line under Como Lake Avenue between North Road and Clarke Road in the Burquitlam area”; and

2. “Repair and repaving of the damage that FEI and its contractors will do to Como Lake Avenue”.

Paving work obviously will occur *after* much of the Project work has taken place.

Removal of decommissioned gas line also will occur *after* the new NPS 30 IP line (i.e., the gas line to be installed during the course of the Project) has been installed. Moreover, only cost allocation is at issue, and the dispute over allocation has no impact on construction schedule or Project work.

In this regard, it is noteworthy that the City has identified the removal of the entire length of the existing NPS 20 IP line, apart from 380 metres that it wants to address now, as an issue that can await some future process (along with exploring a new Operating Agreement). The City never reconciles its view that the cost allocation for a 380 metre section of the NPS 20 IP line must be resolved immediately with its concession that the cost allocation for the remainder of the same pipe could wait until a future process. This further demonstrates the virtue of addressing what FEI characterized in the Application as the “City’s Financial Demands” in a non-expedited process.

## **B. The Issues Are Narrower than the City Suggests**

As explained below, the technical matters are narrower than the City suggests. The true nature of the dispute over the City’s Financial Demands also does not come across clearly in the City’s submission.

### ***“Terms Agreed To” Consolidate Technical Resolutions Reached Over Many Months***

The City alleges that FEI has overstated the extent of any agreement between FEI and the City with respect to the “technical” issues. FEI was careful to say in its Application that the City was still reviewing the “Terms Agreed To” document at the time the Application was filed. FEI’s fundamental point is that the “Terms Agreed To”, although lacking formal sign-off, largely consist of prior agreements on discrete issues reached over many months.

The parties have been negotiating technical terms for months. Technical documentation has been passed back and forth, with the City providing feedback on multiple iterations. At each iteration, the scope of the issues became narrower and narrower. The outstanding issues on those documents were very narrow by the time the parties consolidated where they stood in a single document – the “Terms Agreed To”. So, while the City would have needed to ensure that the “Terms Agreed To” accorded with what had previously been agreed through multiple iterations and correspondence, this should have been a relatively straightforward task.

FEI has included with this letter correspondence illustrating the extent to which the parties had reached agreement on technical matters even before further meetings took place in June 2018 (Appendix A). As described in the Application, FEI has made further adjustments

to the technical documents, including revisions to the Traffic Management Plans, to respond to comments from the City reflected in that correspondence.<sup>1</sup>

Given that the “Terms Agreed To” are, in large measure, a consolidation of past agreements, FEI is surprised by the City’s suggestion that it now requires over a month (late June until August 3) to provide comments. This is particularly the case since the City had stated that in June it was in the process of developing a response to the “Terms Agreed To”.

To the extent that the City actually has concerns with respect to the aspects of the technical documentation, it should not be waiting until August 3 to articulate them.

### ***Changing the Contractual Cost Allocation and Repaving Obligations***

It is also worth taking a moment to reiterate the nature of FEI’s position on the City’s Financial Demands, as it does not come through in the City’s letter.

First, FEI does not dispute that FEI has an obligation under the Operating Agreement to reinstate paving “which it has disturbed”. The issue is that the City is asking FEI to improve and repave portions of the road that will not have been disturbed by FEI. This goes beyond FEI’s obligations under the Operating Agreement.

Second, there is no question that the City can require FEI to move the existing NPS 20 IP line. The Operating Agreement allows the City to make that request, and the City could make that request today if its removal is important to the City. FEI has made that position clear to the City on many occasions. The fundamental issue of disagreement between the parties is purely financial - how much the City is obligated to contribute towards the movement of a gas line. Simply put, the City is unwilling to accept the cost allocation formula set out in the existing Operating Agreement, and the City’s view of the importance of the removal work seems to depend on whether or not it has to pay.

### **C. FEI’s Proposed Process is Fair, Transparent, and Practical**

FEI’s proposed process is fair, transparent and practical. It maximizes the opportunity for public participation within the practical constraint that the technical matters require resolution by August 31 to avoid risk of significant harm to FEI and its customers. It also avoids any prejudice to the City. By contrast, the City’s proposed process, which targets resolving the issues in October, would be highly prejudicial to FEI and its customers.

### ***There is Real Urgency on Matters that Affect Construction Planning***

The City’s proposed process, which would extend the timeline into October, is premised entirely on the notion that the case for an expedited process is weak, citing FEI’s statement that construction is scheduled to begin in “early 2019 (weather permitting)”. The City is, with respect, disregarding the obvious fact that construction on a project of this size cannot commence unless a significant amount of preparatory work and planning is in place.

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<sup>1</sup> Exhibit B-1, Application, pp. 14-15.

The City knows full well this is the case, as FEI has communicated this fact on a number of occasions. FEI's Application had also reiterated that there is urgency, and that the resolution of the technical matters must occur soon. For instance:<sup>2</sup>

The impasse with Coquitlam risks interfering with FEI's ability to perform the work in Coquitlam on a coordinated and continuous basis with the rest of the LMIPSU Project. It challenges FEI's ability to address the NPS 20 IP gas line integrity issues in a timely and cost effective manner.

The Application also provided that:<sup>3</sup>

...Work is currently underway in Vancouver and a portion of Burnaby.

FEI was able to achieve significant Project savings by awarding the three segments of the Project (e.g., Vancouver, Burnaby and Coquitlam) to one contractor, with the expectation that the work would be completed on a coordinated and continuous basis. Delays in completing construction through the Coquitlam segment will result in increased construction costs and delays to the de-commissioning and resolution of the integrity issues for both the existing NPS 20 IP gas line and the Fraser Gate IP gas line.

FEI obtained significant savings on the base construction price (on the order of several million dollars) as a result of allowing its contractor to plan, procure, coordinate, construct and manage the Vancouver, Burnaby and Coquitlam spreads as a single unencumbered scope of work. FEI will incur additional Project costs if it does not give its contractor notice to proceed with the Coquitlam segment in early September 2018. A delay in FEI's issuance of a notice to proceed to the contractor is also likely to result in Project delays.

***The City Should Have Already Provided its Detailed Response on "Terms Agreed To"***

The Commission's letter had requested that the City submit its position on the issues or provide additional information. In its submission, the City has not identified a particular issue with the "Terms Agreed To" beyond expressing very general disagreement with the protocols and processes, Traffic Management Plans, and FEI's Engineering Drawings.<sup>4</sup> It has deferred a more detailed response until August 3. FEI submits that meeting the spirit of the Commission's request required the City to provide last week the type of response it is now delaying until August 3.

As indicated above, there is little reason - apart from the fact that delay improves its negotiating position - why it should take the City over one month to respond to the "Terms Agreed To". FEI observes that the City's approach should not deter the Commission from advancing this process in a timely manner. The pre-condition for the Commission to

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<sup>2</sup> Exhibit B-1, p. 3.

<sup>3</sup> Exhibit B-1, p. 7.

<sup>4</sup> A final review of the "Terms Agreed To" was also requested by FEI in a letter to the City dated June 28, 2018 attached as Appendix C to this filing.

exercise its authority under sections 32 and 33 of the UCA is that the parties cannot reach an agreement. The City suggesting there is no agreement on the “Terms Agreed To” and not responding in a timely manner meets the requirements of sections 32 and 33 just as much as it would in the case where the municipality responds in a timely way expressing disagreement. The Commission need not, and should not, await further evidence from Coquitlam in the present circumstances.

FEI submits that the process the Commission should adopt should allow for a swift determination on technical matters that will allow construction on the Project to move forward on schedule.

### ***FEI Has Proposed an Open and Transparent Process***

In its submissions, the City conflates open and transparent process with a process that involves broad active intervention by parties that are not directly involved in the matter.

The process is already open and transparent. Materials related to the proceeding have been posted on the Commission website. The City has stated its intent to post the Application on its website as well.

The City’s proposal of newspaper publication and information requests for technical matters that have already been discussed between FEI and the City for many months will have the effect of extending the process beyond the August 31 date that is so critical for the Project schedule. Indeed, the City is contemplating a process that would continue through October. In developing a fair and efficient process, the prejudice to FEI and its customers from delaying is a legitimate consideration that weighs in favour of an expedited process that resolves by August 31 all of the issues that must be resolved before FEI issues a Notice to Proceed to the contractor.

The City and FEI are the parties directly engaged in the development of Traffic Management Plans, Engineering Drawings and the protocols between them. The City has never identified another party whose involvement would be required in order to determine the technical matters that need to be resolved in order to allow the Project to proceed on schedule. Over the course of many months of negotiations, the City has never previously sought to involve the public regarding these technical matters and in FEI’s experience, it is not typical to involve other parties in resolving items of this nature.

Obviously, every decision on a technical matter has the potential to have financial consequences for customers and residents, but so does every non-decision and delay.

Given the significant implications of a delay beyond August on the resolution of the technical issues, the reasonable alternatives are (i) dealing with all issues, both the technical and financial issues, by August 31, or (ii) FEI’s proposal to delay the financial issues. FEI’s proposed process singles out the two biggest issues from a financial perspective for being addressed over a longer process timeline, which would be more conducive to accommodating greater involvement from other parties if the Commission considers that to be necessary.

There is no prejudice to the City by delaying the resolution of those two financial issues. As evidence of that point, as described above, the City has indicated its desire to address the relocation of other segments of the NPS 20 IP line at a future date after this proceeding. This is, in effect, an acknowledgement that the allocation issue for removal of the abandoned pipe is a distinct issue.

### ***Confidentiality***

The City agrees with FEI that sensitive technical information should be kept confidential. It appears from the City's submission that the only portion of FEI's Application to which the City objects is the proposed confidential treatment of Appendix C. FEI has attached a version of Appendix C (in Appendix B to this filing) with the commercially sensitive figures redacted. With the redactions, the terms, absent the dollar amounts, will be publicly available.

FEI agrees with the City that the result of this proceeding should be made public, including the Commission's determinations.

FEI also does not object to the City's request that the City's responses to Commission questions in the context of the Material Change Report be placed on the record provided that that the information that is either commercially sensitive or should be safeguarded for asset security reasons is redacted.

### **Conclusion**

FEI submits that the Commission should proceed on the basis of the process proposed by FEI. It is fair to FEI, FEI customers, the City and its constituents.

If further information is required, please contact Ilva Bevacqua at 604-592-7664.

Sincerely,

**FORTISBC ENERGY INC.**

***Original signed:***

Diane Roy

Attachments

cc (email only): Registered Parties

**Appendix A**

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**CITY OF COQUITLAM LETTER DATED MAY 15, 2018**



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**From:** Zaborniak, Mark <mzaborniak@coquitlam.ca>  
**Sent:** May 15, 2018 5:28 PM  
**To:** Schoberg, Gord  
**Cc:** Dioszeghy, Jozsef  
**Subject:** [External Email] - Terms of Reference agreement

**\*\* THIS IS AN EXTERNAL EMAIL \*\*** Use caution before opening links / attachments.

Hi, Gord. This is in follow up to our telephone conversation, yesterday. The June 5<sup>th</sup> and June 11<sup>th</sup> meetings are being set up. The notes below respond to our questions for items that need to be considered as part of and/or within the agreement.

#### **Traffic Management:**

As noted, it is our intent to arrive at an acceptable overall traffic management plan, noting that the contractor will need to submit the detailed traffic management plans on an ongoing basis as the project proceeds, and that the City will review, and require modifications as the City deems to be needed, based on working with the contractor to get the work done effectively and quickly, but also to limit the traffic impacts and maintain local access.

With regard to the overall traffic management plan, six key issues need to be addressed by Fortis to the satisfaction of the City, at this time:

1. The traffic impacts on the Clarke/Como intersection are unacceptable during the tunneling across Clarke. A minimum of two eastbound to northbound left turn lanes need to be maintained and one eastbound through lane. The capacity of the southbound to westbound turn lane also needs to be preserved. This needs to be corrected in the construction/traffic plans.
2. The Traffic Management Plan has a conflicting messages about who will be responsible for the construction, implementation, maintenance, and reinstatement of any temporary modifications to the existing traffic signals. Some sections of the plan say the City and some say the contractor. The City has been clear that Coquitlam needs to maintain full control over signals. It needs to be clarified that the contractor (or Fortis) will request the City what needs to be done and the City and Cobra will implement the changes as appropriate. The City will then invoice the Fortis (or the contractor) for the work.
3. The Traffic Management Plan calls for a temporary detour through the Coquitlam Alliance Church property during the full closure of Spurway east of Mariner. There are three concerns that need to be resolved:
  - a) The plan does not confirm that the detour will be suitable for buses, fire trucks, or other large vehicles
  - b) The plan does not detail the LOS and safety at the new full movement intersection that will be created on Mariner Way where detour comes out
  - c) The plan does not confirm if the detour will be 24/7 or just during weekday peak periods. The concern is that the church may not want detour traffic when events are taking place at the church for safety reasons – has the church agreed to using its parking lot as the detour? The City needs written confirmation from the Church in this regard.

4. Local access needs to be better managed. The City's requirement to limit concrete barriers to 200m has not been followed. Intersections must be kept clear to allow for local access and for traffic management. This needs to be reflected in the overall traffic management plan. This will also be a requirement of the detailed traffic management plans.
5. Incident Management and Operational Concerns – the Traffic Management Plan is a high level review and did not go too far into the details. However, it does not appear to put sufficient emphasis on management of possible incidents such as a vehicle break down, collision, or emergency travel through the work zone, or on operational issues such as bus stops, garbage collection, or maintenance issues such as a water line break or damage to traffic signal power conduits. Buses stopping on Como Lake between Clarke and North Road are a particular concern. With bus headway as short as 10 minutes, during the AM rush, buses stopping to pick up passengers could reduce WB AM flow by 10% which will have a significant impact on congestion and queuing. A comprehensive incident management plan needs to be formulated.
6. The traffic management plan did not discuss issues with managing detour traffic or short cutting traffic trying to avoid congestion on Como Lake. During discussions with Fortis, the City mentioned options like enhanced RCMP speed enforcement, speed reader boards, and "respect the neighbourhood" signing. The City will need to review and approve the signed detour routes, when they will be implemented, and what measures will be put in place to manage short cutting off the approved detour routes. A detailed plan is needed.

There some inconsistencies in the Traffic Management Plan that need to be clarified: daytime vs. night time traffic management set up, and clarification on which segments will be done during the summer months. Also, the plans need to be updated based on operational changes that happened since the report was written such as changes to the solid waste collection schedule.

#### **Terms of Reference Agreement between Fortis and Coquitlam:**

Among the other items, the agreement needs to include:

1. Noise exemptions during the duration of project – will need to be agreed to in principle, Fortis needs to specify the hours/days it is requesting. As noted, Coquitlam will support efforts to reduce the project duration, but need to balance the public impacts.
2. Pavement restoration. As noted in the meeting on Friday, Coquitlam will need a \$6M bond for pavement restoration, as a requirement for the utility permit, to ensure the pavement is restored to a minimum of 125mm, to Coquitlam's standards. Also, Fortis will be required to undertake repaving of Como Lake Avenue, for the entire length of the LMIPSU project in Coquitlam, prior to release of the bond, and within three months of completion of the project (weather permitting). Realistic and acceptable timelines need to be documented in the Agreement, including the construction window of the 30" line, the decommissioning and/or removal of the 20" line (in whole or in part), and the full width repaving of Como Lake Avenue.
3. the Agreement needs to explicitly outline the process, including acceptable timelines, for a new Operating Agreement to replace the 1957 Agreement

If you have any questions, please email me or call me.

Mark Zaborniak, P.Eng.  
Manager, Design and Construction



**Appendix B**

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**TERMS AGREED TO, DATED JUNE 21, 2018  
REDACTED**

***CONFIDENTIAL***

**FORTISBC ENERGY INC.**

**LOWER MAINLAND INTERMEDIATE PRESSURE SYSTEM UPGRADE PROJECT**

**TERMS AGREED TO BETWEEN FORTISBC ENERGY INC. AND THE CITY OF  
COQUITLAM**

**BETWEEN**

**FORTISBC ENERGY INC.**

**AND**

**CITY OF COQUITLAM**

**THIS AGREEMENT is dated for reference June 21, 2018.**

**FORTISBC ENERGY INC.**

**LOWER MAINLAND INTERMEDIATE PRESSURE SYSTEM UPGRADE PROJECT**

**TERMS AGREED TO BETWEEN FORTISBC ENERGY INC. AND THE CITY OF COQUITLAM**

This TERMS AGREED TO BETWEEN FORTISBC ENERGY INC. AND THE CITY OF COQUITLAM is dated for reference June 21, 2018

BETWEEN

**CITY OF COQUITLAM**, a municipal corporation under the *Local Government Act*  
3000 Guilford Way  
Coquitlam, BC, V3B 7N2

("The City")

AND

**FORTISBC ENERGY INC.**  
16705 Fraser Highway  
Surrey, BC V4N 0E8

("FortisBC")

WHEREAS:

- A. FortisBC has undertaken the planning and design, and will undertake the construction, testing and commissioning of the Lower Mainland Intermediate Pressure System Upgrade Project ("LMIPSU Project" or "Project").
- B. FortisBC and the City intend to work co-operatively with each other.

THEREFORE the Parties are in agreement with the TERMS AGREED TO BETWEEN FORTISBC ENERGY INC. AND THE CITY OF COQUITLAM (TAT) to build on their existing working relationship.

NON-LEGALLY BINDING

1. This TAT is a non-legally binding document that is intended to guide the Parties in their efforts to identify and pursue opportunities for collaboration.
2. Individual joint initiatives that are identified by the Parties pursuant to this TAT will be, as necessary, developed and implemented through separate legal agreements, contracts or other mechanisms.

The Parties agree as follows:

#### **ARTICLE 1 - REFERENCE MATERIALS**

The reference materials to this TAT are as follows:

<b>Reference Material A:</b>	FortisBC - Lower Mainland Intermediate Pressure System Upgrade Project - Spread A - Coquitlam Mainline Alignment - IFC Drawings
<b>Reference Material B:</b>	City of Coquitlam Supplementary Specifications and Detailed Drawings to MMCD 2009 Edition
<b>Reference Material C:</b>	City of Coquitlam Subdivision & Development Servicing Bylaw No. 3558, 2003
<b>Reference Material D:</b>	MMCD Platinum Edition (Printed 2009)
<b>Reference Material E:</b>	Sample City of Coquitlam Invoice
<b>Reference Material F:</b>	Project Specific Supplementary Specifications

#### **ARTICLE 2 - PROJECT BACKGROUND**

FortisBC is upgrading five (5) of its natural gas lines in Vancouver, Burnaby, Coquitlam and Surrey. The Lower Mainland system supplies natural gas to more than 700,000 FortisBC customers. These upgrades will improve the safety and reliability of FortisBC's system so FortisBC can best meet the current and future needs of their customers who rely on it to deliver natural gas to their homes and businesses.

One of the upgrade projects, the LMIPSU Project, consists of replacing 20 kilometers of existing 20 inch gas line with a 30 inch gas line because the existing line is nearing the end of its useful life. FortisBC has concluded an extensive regulatory proceeding through the BC Utilities Commission in which the Project has been determined to be in the public interest and was approved in October 2015. The City of Coquitlam has been involved and consulted throughout the regulatory process and provided input into the Project.

Pre-construction work has begun and will continue through 2018 with the new gas line (the "New GasLine") construction occurring during early 2019 and through to Q4 2019. It is the intention of FortisBC to continue working closely with all City departments who have an interest in this Project to understand their requirements and accommodate them in a manner that does not compromise the cost or schedule of the Project.

The LMIPSU Project proposes to construct two (2) 762 mm (Nominal Pipe Size [NPS 30]) pipeline sections in the Metro Vancouver area of approximately 20 km length. In concert with the NPS 30 pipeline installation, a number of smaller diameter lateral offtake pipelines and pit stations are to be installed.

The components of the Project are as follows:

- (1) NPS 30 Coquitlam Gate Station to East 2nd and Woodland Station IP (Coquitlam Gate IP) pipeline through the municipalities of Coquitlam, Burnaby and Vancouver
- (2) NPS 30 Fraser Gate IP pipeline located in South Vancouver
- (3) Intermediate Pressure (IP)/IP pit stations installation
- (4) IP/Distribution Pressure (DP) pit station installation

### **ARTICLE 3 - PURPOSE OF THIS TERMS AGREED TO BETWEEN FORTISBC ENERGY INC. AND THE CITY OF COQUITLAM (TAT)**

The purpose of the TAT is an effort to clearly define the Project and items/agreements between the City and FortisBC regarding work on or around their infrastructure. Namely:

- Article 4 - Points of Contact
- Article 5 - Commercial Considerations
- Article 6 - FortisBC/City of Coquitlam Purchase Order Details
- Article 7 - Electrical/Street Lighting
- Article 8 - Water
- Article 9 - Sewer/Drainage



- Article 10 - Streets
- Article 11 - Traffic Management
- Article 12 - Prime Contractor Requirements
- Article 13 - QNet
- Article 14 – Utility Drawings
- Article 15 - Project Communications
- Article 16 - Hours of Work and Noise Variance

#### **ARTICLE 4 - POINTS OF CONTACT**

##### **4.1 FortisBC Owners Representative - WorleyParsons**

Jesse Unke  
Utilities/Stakeholder Project Manager  
604-789-2533  
jesse.unke@worleyparsons.com

##### **4.2 City of Coquitlam Representative**

Chad Braley  
Manager, Capital Projects & Inspections  
604-927-3513  
cbraley@coquitlam.ca

#### **ARTICLE 5 - COMMERCIAL CONSIDERATIONS**

##### **5.1 Work Requests**

Contractors to work directly with the City, with FortisBC's Owners Representative – WorleyParsons (Jesse Unke) to request work to be completed by the City.

##### **5.2 Work Request Budgets**

City to provide a budget to FortisBC's Owners Representative – WorleyParsons (Jesse Unke) for each work request.

##### **5.3 Internal Authorization**

FortisBC's Owners Representative – WorleyParsons (Jesse Unke) to authorize the scope of work and budget for any work completed by the City, and a Purchase Order will be issued.

#### **5.4 External Authorization**

For required information, see attached sample City of Coquitlam invoice (Reference Material E) and further details below in Article 6.

#### **5.5 Payment Terms**

Invoices will be issued monthly for the period up to the end of the month.  
FortisBC to have 30 days to pay City invoices.

#### **5.6 Review of Invoices**

FortisBC's Owners Representative - WorleyParsons (Jesse Unke) to provide review of invoices on behalf of FortisBC.

Any invoice disputes to be first discussed between FortisBC's Owners Representative - WorleyParsons (Jesse Unke) and City of Coquitlam Representative (Chad Braley), prior to City/FortisBC escalation.

### **ARTICLE 6 - FORTISBC/CITY OF COQUITLAM PURCHASE ORDER DETAILS**

A Purchase Order (the "PO") for the construction services will be issued based on the quotation submitted and as finally negotiated. Requests for PO's should be made through the City's Representative identified in Article 4. of this TAT.

#### **6.1 Invoicing & Payment**

Invoice amount in excess of the contract will not be accepted. If projected costs exceed the original contract amount, then a formal request to extend the amount must be provided in advance of additional work being undertaken and submitted as a written proposal for additional services and subsequently approved by the City or City's Representative.

### **ARTICLE 7 - ELECTRICAL/STREET LIGHTING**

The City is to retain maintenance of traffic signals during construction through the City's electrical contractor - Cobra Electric, with FortisBC covering costs via electrical Purchase Order (PO). FortisBC's Contractor will directly engage Cobra Electric for temporary traffic signal work as required.

Pre-construction and post-construction inspection with the City inspector, FortisBC's representative and Cobra Electric will occur to document conditions and ensure handover of the facility.

## **7.1 City Electrical/Street Lighting Contacts**

### **(a) City's Internal Electrical Design Contact**

Sean O'Sullivan  
Senior Traffic Operations Engineer  
604-927-6265  
sosullivan@coquitlam.ca

Bernard Tung  
Traffic Technologist  
604-927-6257  
btung@coquitlam.ca

### **(b) City's Internal Electrical Inspection Contact**

Terry Wilson  
Traffic Signals Technician  
604-927-6254  
twilson@coquitlam.ca

### **(c) City's Internal Electrical Construction Contact**

Terry Wilson  
Traffic Signals Technician  
604-927-6254  
twilson@coquitlam.ca

## **7.2 Cobra Electric Contact**

Brad Urquart  
Operations Manager  
604-594-1633  
brad@cobraelectric.com

## **7.3 Electrical/Street Lighting Submission Requirements**

Submissions to be in accordance with the City's Subdivision and Development Servicing Bylaw.

## **7.4 Electrical/Street Lighting Review and Response Timeline**

Allow for 5 business days (this is also dependent on City's workload and complexity of the review).

## 7.5 Electrical/Street Lighting Mobilization and Construction Timeline

The following table details the deadlines required by the City for the traffic signal and street light repairs:

Repair Work Required	Response Time	Condition Made Safe	Repair Completion Time
<b>Immediate Response</b>			
Repair to a primary (overhead) traffic signal head display or left turn arrow signal head display.	1 hour	1 hour	1 Day
Repair malfunctioning traffic signal equipment, including traffic signals in flash state.	1 hour	1 hour	1 Day
Repair to damage that presents an immediate hazard to motorists, pedestrians and/or public or private property, including but not limited to exposed wires, unstable poles/fixtures, mis-directed traffic signal/pedestrian displays.	1 hour	1 hour	3 Days*
<b>Normal Response</b>			
Repair of a secondary traffic signal head display, pedestrian head display, or pedestrian pushbutton.	1 Day	Not Applicable	3 Days*
Repair of a damaged or poorly aligned traffic signal or pedestrian head.	1 Day	Not Applicable	3 Days*
Repair of a single street light outage or island flasher outage.	5 Days	Not Applicable	5 Working days
Repair of a street light system outage.	1 Day	1 Day**	5 Working days

\*If the repair completion time for traffic signals spans an intervening weekend or holiday, then the repairs must be completed prior to that weekend or holiday (except as directed by the City). Any work delays shall be documented and approved by the City. Regular or outside regular hour rates will apply in this situation.

\*\*Streetlight system failures (defined as an outage of 3 or more consecutive lamp standards) shall be attended to and made safe within one (1) working day of the work order being issued (Report of Fault). If the next working day follows an intervening weekend or holiday, then the repair shall be initiated and completed on date of report. Completion of the work shall not exceed 5 working days. Any work delays shall be documented and approved by the City. Regular or outside regular hour rates will apply in this situation.

Note: Cobra Electric charges for travel time on call outs in accordance with the City's service contract.

## 7.6 Cobra Electric Rates

FortisBC to be charged the same rates as the City of Coquitlam as per the current City/Cobra Electric service contract. Approval required from Cobra Electric prior to the rates being forwarded to another party.

## 7.7 City Rates - Electrical/Street Lighting

Sr. Traffic Ops. Engineer: [REDACTED] /hour (with burden)  
Traffic Operations Engineer: [REDACTED] /hour (with burden)\*  
Traffic Signal Technician: [REDACTED] /hour (with burden)\*  
Senior Inspector: [REDACTED] /hour (with burden)\*  
Overtime: [REDACTED] for first two hours, [REDACTED] after that

*\*These rates will increase by an additional 2% in 2019.*

City to provide full-time inspector, with FortisBC invoiced monthly.

## **ARTICLE 8 - WATER**

FortisBC's Contractor is to work on the City's water infrastructure with oversight from the City Inspector (or City-approved consultant inspector) (with all work to be completed in accordance with the 2009 edition of the Master Municipal Construction Documents (MMCD), and the current City's Supplementary Specifications - see Reference Material B). Only City forces are to work on or operate water line valves, with FortisBC covering City forces costs with the Water Purchase Order (PO).

### **8.1 City Water Contacts**

#### **(a) City's Internal Water Design Contact**

Chad Braley  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

#### **(b) City's Internal Water Inspection Contact**

Chad Braley\*  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

*\*Temporarily until City inspector is assigned to Project at construction stage*

#### **(c) City's Internal Water Construction Contact**

Chad Braley  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

### **8.2 Water Submission Requirements**

- Water Service Cutting and Reinstatement: No specific submissions required
- City service card to be completed by City Inspector for service replacements.
- Main Relocations: Design drawings to be prepared by a civil engineer, and submitted for the City's approval
- City requires as-constructed drawings upon Project completion.



### 8.3 Water Review and Response Timeline

- City Inspector to have the authority to make decisions in the field, with situations requiring further review to be responded to within five (5) working days.
- Design reviews to be completed within ten (10) working days.

### 8.4 Water Mobilization and Construction Timeline

- Regular/normal requests (planned) within 48 hours
- Emergency requests immediately as required

### 8.5 City Water Inspection Rates

Senior Inspector: \$53.18/hour (with burden)\*  
Overtime: 1.5x for first two hours, 2x after that

*\*These rates will increase an additional 2% in 2019.*

City to provide full-time inspector, with FortisBC invoiced monthly.

## **ARTICLE 9 - SEWER/DRAINAGE**

FortisBC's Contractor is to work on the City's sewer/drainage infrastructure with oversight from the City Inspector (or City-approved consultant inspector) (with all work to be completed in accordance with the 2009 edition of the Master Municipal Construction Documents (MMCD), and the current City's Supplementary Specifications – see Reference Material B).

### **9.1 City Sewer/Drainage Contacts**

#### **(a) City's Internal Sewer/Drainage Design Contact**

Chad Braley  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

#### **(b) City's Internal Sewer/Drainage Inspection Contact**

Chad Braley\*  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

*\*Temporarily until City inspector is assigned to Project at construction stage*

#### **(c) City's Internal Sewer/Drainage Construction Contact**

Chad Braley  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

### **9.2 City Sewer/Drainage Submission Requirements**

- No specific submissions required for service connection cutting and reinstatement (including catch basin leads).
- City inspector to record necessary information for record purposes in the field.
- Design drawings are to be prepared by a civil engineer and submitted for approved for any main relocations.
- City requires as-constructed drawings upon Project completion.



### 9.3 City Sewer/Drainage Review and Response Timeline

- City Inspector to have the authority to make decisions in the field, with situations requiring further review to be responded to within five (5) working days.
- Design reviews to be completed within ten (10) working days.

### 9.4 City Rates - Sewer/Drainage

Senior Inspector: \$53.18/hour (with burden)\*

Overtime: 1.5x for first two hours, 2x after that

*\*These rates will increase an additional 2% in 2019.*

City to provide full-time inspector, with FortisBC invoiced monthly.

## **ARTICLE 10 - STREETS**

FortisBC is committed to following all City street restoration requirements as described in the "LMIPSU Project Process Agreement". FortisBC's contractor is to work on the City's streets infrastructure with oversight from the City Inspector (with all work to be completed in accordance with the 2009 edition of the Master Municipal Construction Documents (MMCD), the current City's Supplementary Specifications and any Project specific supplementary specifications - see Reference Material B). Testing frequencies for street infrastructure will be as outlined in the City's Subdivision & Development Servicing Bylaw No. 3558, 2003 and the Project specific supplementary specifications (see Reference Material C).

### **10.1 City Streets Contacts**

#### **(a) City's Internal Streets Design Contact**

Chad Braley  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

#### **(b) City's Internal Streets Inspection Contact**

Chad Braley\*  
Manager, Capital Projects and Inspections  
604-927-3513  
cbraley@coquitlam.ca

*\*Temporarily until City inspector is assigned to Project at construction stage*

### **10.2 City Streets Submission Requirements**

A cross section showing the typical trench and pavement restoration must be included in the approved utility permit drawings.

### **10.3 City Streets Review and Response Timeline**

City Inspector to have the authority to make decisions in the field, with situations requiring further review to be responded to within five (5) working days.

#### 10.4 City Rates - Streets

Senior Inspector: \$53.18/hour (with burden)\*

Overtime: 1.5x for first two hours, 2x after that

*\*These rates will increase by 2% in 2019.*

City to provide full-time inspector, with FortisBC invoiced monthly.

## **ARTICLE 11 - TRAFFIC MANAGEMENT**

The City has approved (in principle) traffic management plans submitted by FortisBC on March 20, 2018 and the conceptual amendments to the Clarke Road and Como Lake Avenue area discussed between FortisBC and the City on June 19, 2018 (Refer to Appendix A) with conditions that include:

- those listed in Appendix A;
- adjustments will be required by the City during the implementation and monitoring phase by FortisBC's Contractor, based on their effectiveness; and
- each plan submitted by the contractor contains an Incident Management Plan and Implementation Plan (IMPIP) that is satisfactory to the City.

The IMPIP shall address the following list as well as any other items that are relevant to that portion of the work:

- Interruptions to traffic flow, such as stalled vehicles or crashes
- Continuity of transit services and mitigation of the impact of bus stops in the work zone to traffic flow
- Continuity of garbage collection
- Emergency access and transit through the work zone
- Urgent maintenance requirements (eg. water service repairs, etc).
- Managing the detour traffic with signage (information, warning, and regulatory), reader boards, RCMP officers, traffic control personnel, and other measures, as required for the situation.

Review of FortisBC's traffic plans by City staff, which are over and above typical work (for example overtime that is needed to review plans), will be paid by FortisBC, with FortisBC covering costs via a traffic management Purchase Order (PO).

### **11.1 City Traffic Management Contact**

#### **(a) City's Internal Traffic Management Contact**

Sean O'Sullivan  
Traffic Operations Engineer  
604-927-6265  
SOSullivan@coquitlam.ca

### **11.2 City Traffic Management Submission Requirements**

Follow City lane closure/traffic management plan process as per instructions on City's website (<http://www.coquitlam.ca/city-services/licenses-and-permits/road-and-sidewalk-closure-permit.aspx>).

### **11.3 City Traffic Management Review and Response Timeline**

Five (5) working days, with lane closure permits typically provided on a weekly basis.

### **11.4 FortisBC Funding of Traffic Cameras**

On or before September 30, 2018, FortisBC shall make a financial contribution in the amount of \$12,000 CDN to the City for the installation of traffic cameras along Como Lake Avenue to assist with traffic management during the construction of the 30 inch gas line.

### **11.5 FortisBC to fund Senior Inspector / public impacts monitor**

FortisBC will fund a Senior Inspector / public impacts monitor to monitor public impacts during construction of the 30 inch gas line

### **11.6 City Rates – Traffic Management**

Sr. Traffic Ops. Engineer: \$84.28/hour (with burden)  
Traffic Ops. Engineer: \$66.90/hour (with burden)  
Traffic Signal Technician: \$48.98/hour (with burden)  
Senior Inspector public impacts monitor: \$53.18/hour (with burden)  
Overtime: 1.5x for first two hours, 2x after that

These rates to be increased an additional 2% in 2019.

## **ARTICLE 12 - PRIME CONTRACTOR REQUIREMENTS**

FortisBC's successful contractor will be named Prime Contractor upon contract award and must provide the City of Coquitlam with a signed Prime Contractor Designation Form.

## **ARTICLE 13 - QNET**

FortisBC will be responsible to cover all costs associated with removing, relocating, repairing or interrupting service to the QNet system. FortisBC's Contractor will directly engage QNet contractor for any work associated with the QNet system.

Pre-construction and post-construction inspection with the QNet contact, City Engineering Inspector,

FortisBC's representative and QNet contractor will occur to document conditions and finalize the scope of work.

### **13.1 QNet Contact**

#### **(a) City's Internal QNet Contact**

Brent Galpin  
Telecom Services Manager  
604-927-3626  
bgalpin@coquitlam.ca

### **13.2 QNet Submission Requirements**

- QNet Conduit Cutting and Reinstatement: No specific submissions required however interruptions to be scheduled with above contact a minimum of 10 working days prior to work taking place.
- QNet Infrastructure: Design drawings to be prepared by a civil engineer, and submitted for the City's approval
- City requires as-constructed drawings upon Project completion.

### **13.3 QNet Review and Response Timeline**

- Telecom Services Manager to have the authority to make decisions in the field, with situations requiring further review to be responded to within five (5) working days.
- Design reviews to be completed within ten (10) working days.

### **13.4 QNet Mobilization and Construction Timeline**

- Regular/normal requests (planned) within five (5) working days
- Emergency requests immediately as required

### **13.5 QNet Rates**

Telecom Services Manager: \$84.28/hour (with burden)\*

Overtime: 1.5x for first two hours, 2x after that

*\*These rates will increase an additional 2% in 2019.*

## ARTICLE 14 – UTILITY DRAWINGS

The City has approved in principle the 30 inch gas line alignment, however has not approved in principle of the Utility Permit, shown on the Utility Drawings (Alignment Sheets), signed and sealed as follows:

Alignment Sheet #	Rev #	IFC/Re-IFC Date
42090-P-200-1001	1	5-Mar-2018
42090-P-200-1002	0	12-May-2017
42090-P-200-1003	0	12-May-2017
42090-P-200-1004	0	12-May-2017
42090-P-200-1005	1	5-Mar-2018
42090-P-200-1006	0	12-May-2017
42090-P-200-1007	1	5-Mar-2018
42090-P-200-1008	1	5-Mar-2018
42090-P-200-1009	1	5-Mar-2018
42090-P-200-1010	1	5-Mar-2018
42090-P-200-1011	0	12-May-2017
42090-P-200-1012	1	5-Mar-2018
42090-P-200-1013	1	5-Mar-2018
42090-P-200-1014	1	5-Mar-2018
42090-P-200-1015	1	5-Mar-2018
42090-P-200-1016	1	5-Mar-2018
42090-P-200-1017	0	12-May-2017
42090-P-200-1018	1	5-Mar-2018
42090-P-200-1019	0	12-May-2017
42090-P-200-1020	1	5-Mar-2018
42090-P-200-1021	1	5-Mar-2018
42090-P-200-1022	1	5-Mar-2018
42090-P-200-1023	1	5-Mar-2018
42090-P-200-1024	1	5-Mar-2018
42090-P-200-1025	2	20-Jun-2018
42090-P-200-1026	2	20-Jun-2018
42090-P-200-1027	1	5-Mar-2018



## ARTICLE 15 - PROJECT COMMUNICATIONS

Any extra work effort and staffing with the City's Customer Service group will be paid by FortisBC, if this is not adequately handled by a FortisBC call centre. City rates for their Customer Service group are as follows:

Clerk 3: \$38.26/hour (with burden)\*  
Customer Service Supervisor: \$45.05/hour (with burden)\*  
Overtime: 1.5x for first two hours, 2x after that

*\*These rates will increase an additional 2% in 2019.*

FortisBC will prepare a detailed Communications Plan undertake the following:

- Establish key contacts with municipal communications and dispatch/contact centre personnel to provide regular construction updates, including lane closures, noise variance work, emergency work, incidents and media involvement and to direct the inquiring public to the FortisBC contact centre.
- Establish key contact with municipal engineering/traffic/development services/parks personnel and be available to provide construction updates to staff and/or Council. Construction updates will be provided on a weekly basis to all relevant parties.
- Establish and maintain a 24/7 contact centre to receive inquiries from the public.
- Communicate construction status with the public, including directly impacted residents and businesses, commuters, community amenities such as schools, community centres and churches by:
  - One on one contacts,
  - Radio and newspaper,
  - Website updates,
  - Notification mailings or doorstep drops,
  - Construction signage,
  - Digital advertising to impacted area



## ARTICLE 16 - HOURS OF WORK AND NOISE VARIANCE

BYLAW NO. 1233, 1982

A Bylaw to Regulate Noise Within the City of Coquitlam

### 16.1 CONSTRUCTION HOURS

The Noise Bylaw, #1233, 1982 sets out the construction hours within the City of Coquitlam. The contractor shall apply for any exemptions to the noise bylaw, and pay the applicable fees. The City intends on supporting Fortis and its contractor to complete the Project in a timely manner, including permitting early start times on Saturdays and extended hours for tunneling operations, noting that the City maintains the right to deny any permit if it believes the impacts to the public are too great.

See below link to the City's Noise Bylaw Exemption Permit;

[http://www.coquitlam.ca/docs/default-source/coquitlam-forms/Noise Bylaw Exemption Permit.pdf?sfvrsn=4](http://www.coquitlam.ca/docs/default-source/coquitlam-forms/Noise+Bylaw+Exemption+Permit.pdf?sfvrsn=4)

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date first written above.

**FORTISBC ENERGY INC.**

by its authorized signatory(ies):

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**CITY OF COQUITLAM,**

by its authorized signatories:

\_\_\_\_\_  
Name:

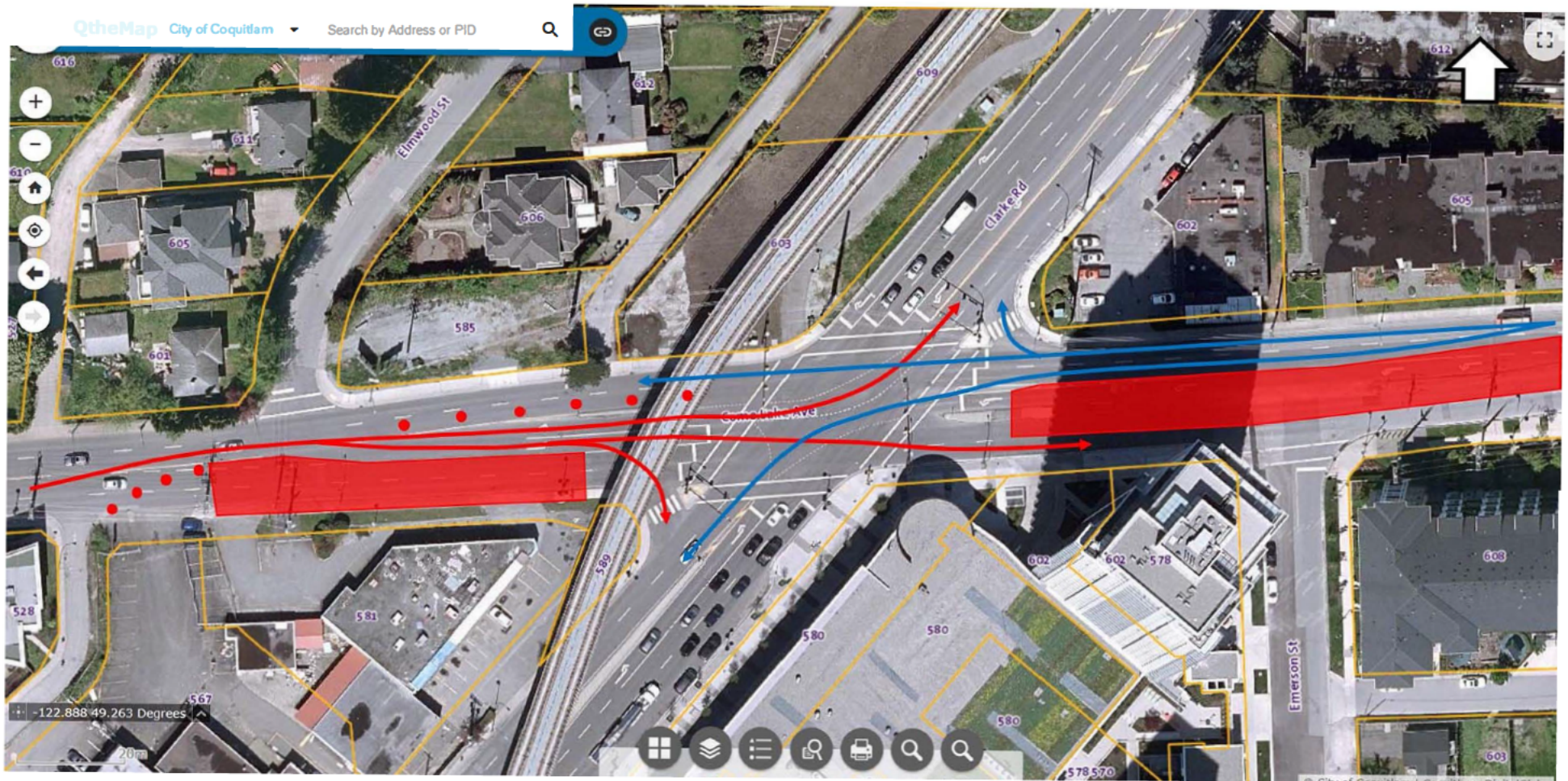
Title:

\_\_\_\_\_  
Name:

Title:

**APPENDIX A**  
**Conceptual Traffic Management Layout Discussed Between FortisBC and the City on June 19, 2018**

## Conceptual Traffic Management Layout Discussed Between FortisBC and the City on June 19, 2018



The City of Coquitlam agrees in principal to the concept shown above, subject to the following conditions that includes:

1. A further assessment by FortisBC to accommodate pedestrians in the south west corner of Clarke Road and Como Lake Avenue;
2. FortisBC provides the City with the Traffic Management Models for its review and satisfaction;
3. FortisBC constructs the 30 inch gas line at Clarke Road and Como Lake Avenue between May 15 and August 31, 2019; and
4. FortisBC provides the City with a 30 inch gas line construction schedule and associated traffic management plans for North Road to Clarke Road, or such other area that the City may reasonably require to assess the impact to traffic from a broader perspective.

**Appendix C**

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**FEI LETTER TO CITY OF COQUITLAM, DATED JUNE 28, 2018**





Douglas L. Stout  
Vice President, Market Development  
and External Relations

16705 Fraser Highway  
Surrey, BC V4N 0E8  
Tel: 604-592-7911  
E-mail: [douglas.stout@fortisbc.com](mailto:douglas.stout@fortisbc.com)  
[www.fortisbc.com](http://www.fortisbc.com)

June 28, 2018

City of Coquitlam  
3000 Guildford Way  
Coquitlam, B.C.  
V3B 7N2

Via Email: [psteblin@coquitlam.ca](mailto:psteblin@coquitlam.ca)

Attention: Peter Steblin, City Manager

Dear Mr. Steblin:

**RE: FortisBC Gas ("FortisBC") - Lower Mainland Intermediate Pressure System Upgrade ("LMIPSU") Project**

We write as a follow up to our meeting of June 20, 2018 ("June 20 Meeting").

FortisBC appreciates the efforts by the City to work with FortisBC to reach substantive agreement on the key technical issues relating to the LMIPSU Project and efforts to document these agreements in the jointly prepared "Terms Agreed To" document. Strong ongoing collaboration and communication between the Parties is critical to minimize the impacts to your constituents and our customers throughout Project execution. We understand the City is completing an internal review of the jointly prepared document, to which we look forward to any final comments. Given the number of iterations these terms have gone through during the drafting of the Construction Services Agreement that preceded the "Terms Agreed To", we are hopeful that any comments will be focussed on the final remaining issues our respective representatives worked on together over the past few days.

Although we have made good progress on technical issues, it is evident that FortisBC and the City have reached an impasse with respect to the following conditions that the City is placing on the issuance of the approvals of the Main Construction Order (MCO) alignment drawings for the 30 inch gas line to be constructed along Como Lake Avenue:

- Complete road improvements and the final repaving of all four lanes of Como Lake Avenue and provide security in the form of a letter of credit in the amount of \$6 million;
- Remove a 380m portion of the abandoned 20" inch gas line at FortisBC's cost following the planned decommissioning of the 20" line in 2020.

As discussed during the June 20 Meeting, FortisBC is unable to agree to these requests. They represent a departure from our Operating Agreement, and more importantly would result in FortisBC incurring significant unwarranted costs that would have to be recovered from our customers.

As discussed at the June 20 Meeting, FortisBC is filing an application to the British Columbia Utilities Commission (BCUC) seeking an order allowing FortisBC to proceed with the construction of the 30" gas line based on the terms of the Operating Agreement and the technical "Terms Agreed To" between the Parties. Should there be further revisions to the "Terms Agreed To" between the Parties, then FortisBC will update the Application with the BCUC. We will provide a copy of our application to the City at the time of filing.

We look forward to hearing from you on the final review of the "Terms Agreed To". With the resolution of the two conditions by the BCUC, our hope is that we will be able to move forward together towards the successful implementation of the Project in a manner that addresses the needs of FortisBC's customers and Coquitlam residents alike.

Sincerely,

FortisBC Energy Inc.

A handwritten signature in dark ink, appearing to read "Doug Stout", written in a cursive style.

Douglas L. Stout  
Vice President  
Market Development and External Relations

CC:  
FortisBC:  
Mike Leclair, VP Major Projects  
Art Kanzaki, LMIPSU Sr. Project Director  
Melanie Kilpatrick, LMIPSU Project Director  
Gord Schoberg, Public Affairs

City of Coquitlam:  
Mayor Richard Stewart ([rstewart@coquitlam.ca](mailto:rstewart@coquitlam.ca))