



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE: 250-557-4295
Public Works: 250-557-4295
FAX: 250-557-4568
Email: office@portclements.ca
Web: www.portclements.ca

7:00 p.m. Regular Meeting of Council Monday January 5, 2015
AGENDA

1. ADOPT AGENDA.

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

3. MINUTES

M-1-December 15, 2014 Regular Council Meeting

M-2-December 2, 2014 Centennial Committee Meeting

M-3-May 22, 2014 Emergency Management Commission Meeting

M-4-August 21, 2014 Emergency Management Commission Meeting

4. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

BA-1-Ruralcom cell tower on Village property

5. ORIGINAL CORRESPONDENCE

C-1-Skeena Queen Charlotte Regional District December 12, 2014 Board Highlights

C-2-Skeena Queen Charlotte Regional District re: North Coast Needs for Emergency Marine Response

C-3-GwaiiTel Update

6. GOVERNMENT

7. FINANCE

F-1-Cheque listing to December 30, 2014.

8. NEW BUSINESS

NB-1-NDI Accountability Agreement – Economic Diversification Infrastructure Program

9. REPORTS & DISCUSSIONS

R-1-Report to Council – Internet Infrastructure Letters of Support

R-2-Village of Masset Letter of Support

10. ACTION ITEMS

A-1-See attached

11. QUESTIONS FROM THE PUBLIC & PRESS

12. ADJOURNMENT



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE :250-557-4295
FAX :250-557-4568
Email : cao@portclements.ca
Web : www.portclements.ca

Minutes of the regular meeting of the Port Clements Council held December 15, 2014 in the Council Chambers.

Present:

Mayor Gould
Councillor Cunningham
Councillor Daugert
Councillor Gaspar
Councillor O'Brien Anderson

CAO – Kim Mushynsky

5 members of the public in attendance

1. ADOPT AGENDA.

2014-402 - Moved by Councillor Gaspar, seconded by Councillor Daugert
THAT the agenda be adopted with the following additions – C3 – RuralCom cell service, Cameron Bell from MIEDS as a delegate and NB1 – Emergency Plan approval.

CARRIED

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS.

D-1 – Sue Couch – Pest Management Plan – tabled as delegate not available

D-2 – Cameron Bell of MIEDS introduced himself and invited Council to contact him if they had any questions.

3. MINUTES.

M-1 – Regular Meeting of Council Monday December 1, 2014

2014-403 – Moved by Councillor Gaspar, seconded by Councillor Daugert

THAT we accept the December 1, 2014 Regular Meeting minutes as presented.

CARRIED

M-2 – Centennial Committee meeting November 4, 2014

2014-404 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT we accept the November 4 Centennial Committee meeting minutes as presented.

CARRIED

4. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS.

5. ORIGINAL CORRESPONDENCE.

G-1 – SQCRD November 21, 2014 Board meeting highlights

2014-405 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT we receive and file this correspondence.

CARRIED

G-2 – Tim & Marg Fennell Foreshore Park concerns

2014-406 – Moved by Councillor Gaspar, seconded by Councillor O'Brien Anderson

THAT Council re-affirms its original permission given to Mr. Beachy in regards to the maintenance of the Sunset park area that he has historically maintained.

m-1

CARRIED

2014-407 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT we send a letter to the Fennell's explaining Council's position in regards to the park management.

CARRIED

C-3 – RuralCorm Networks request for permission to provide cellular infrastructure.

2014-408 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT Council decline permission pending further investigation into this company and proposal. Specifically, that Council be provided with references from other communities where the system has been installed. Council understands that if this information can't be obtained in a timely manner that we would forfeit our spot for installation until late in 2015.

CARRIED

6. GOVERNMENT.

G-1 – 2015 Appoint Deputy Mayor

2014-409 – Moved by Councillor O'Brien Anderson, seconded by Councillor Cunningham

THAT we appoint Councillor Daugert as Deputy-Mayor for January-June 2015 and Councillor Gaspar as Deputy-Mayor for July-December 2015.

CARRIED

7. FINANCE.

F-1 – Cheque listing to December 10, 2014

2014-410 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT we receive and file the cheque listing.

CARRIED

F-2 – NSCU November Bank Statement

2014-411 – Moved by Councillor Gaspar, seconded by Councillor Daugert

THAT we receive and file the NSCU November Bank Statement

CARRIED

F-3 – CIBC November Bank Statement

2014-412 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT we receive and file the CIBC November Bank Statement

CARRIED

8. NEW BUSINESS.

NB-1 – Approve Emergency Plan for 2015

2014-413 – Moved by Councillor Gaspar, seconded by Councillor O'Brien Anderson

THAT Council approve the Village of Port Clements Emergency Plan for 2015 as presented

CARRIED

9. ACTION ITEMS

10. REPORTS AND DISCUSSIONS.

R-1 – Report to Council – Business Façade

2014-414 – Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT Council approve the recommendation to apply for the Business Façade program from NDIT for 2015, but further, that Council authorize the Administrator to apply for it in 2016 as well even if we don't get participation in 2015.

CARRIED

R-2 – Report to Council – Mail in Voting

2014-415 – Moved by Councillor Daugert, seconded by Councillor O'Brien Anderson

THAT Council direct the Administrator to proceed with creating a Bylaw and the supporting policy around mail in voting.

CARRIED

Councillor Gaspar – Breakfast with Santa was a great success

Councillor O'Brien Anderson – seeking more information on rezoning application

Mayor Gould – met with John Disney – Old Masset Economic Development – regarding island fiber supply, SQCRD meeting

Councillor Cunningham – Emergency Planning Meeting

Councillor Daugert – Shakes for Community Hall roof have arrived

CAO Mushynsky – advised of VIRL's extended hours beginning January 2nd and asked for feedback ASAP from Council in regards to the draft meeting schedule for January – May 2015 that was distributed to Council.

Moved by Councillor Gaspar, seconded by Councillor Cunningham

THAT Council move to in-camera per section 90(1)(k) of the Community Charter at 8:40pm

CARRIED

ADJOURNMENT.

2014-416 - Moved by Councillor Gaspar, seconded by Councillor Daugert

THAT the meeting be adjourned at 10:10pm

CARRIED

Ian Gould,
Mayor

Kim Mushynsky,
CAO

CENTENNIAL COMMITTEE
Minutes of the Regular meeting of the Centennial Committee
Tuesday, December 2, 2014

Present:

Angela Mielecki	Joan Hein
Burneta Decembrini	Deputy Clerk/Treasurer Sharon Ferretti

Absent: Mayor Gould, Councillor Gaspar

At 7:00p.m. the Committee agreed to wait for 15 minutes to give time for additional committee members to arrive before commencing the meeting.

Deputy Clerk Ferretti called the meeting to order at 7:15p.m.

1. ADOPT AGENDA.

 Additions: NB-1-Centennial Bottled Water inventory
It was moved by Angela Mielecki, seconded by Joan Hein
THAT the agenda be adopted as amended.

CARRIED

2. MINUTES.

M-1-Regular meeting of Centennial Committee Tuesday, November 4, 2014
It was moved by Angela Mielecki, seconded by Joan Hein
THAT the minutes be accepted as amended.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS.

BA-1-Report from Council
A report from Council was not available.

BA-2-Action Plan

 St. Mark's Choir Service
Details were finalized concerning the "Christmas Caroling Sing-A-Long". The time of the service was changed to 1:30 – 2:30p.m. as this works for Pastor Wes and Heather to attend to play the piano and lead the event. Janitorial has been completed with a possible touch up after the decorating. The decorating was partially completed on Monday afternoon and the completion will happen Thursday afternoon. Angela Mielecki and Deputy Clerk Ferretti demonstrated the actions to the "12 Days of Christmas". The ad in the 'Coming Events' section of the Observer was completed. The post on Haida Gwaii Trader's website to be done.

Fireworks Finale

The Committee determined the next meeting to be either Wednesday, December 17th or Thursday, December 18th to finalize details concerning the fireworks event. Mayor Gould and Councillor Gaspar will

be contacted to confirm which date works best for them to attend. A member of the Port Clements Fire department will be invited as they will play a prominent role in this event. Their fire practice meetings are Wednesday's but begin at 7:30p.m. therefore, it may be possible to have a member attend our meeting during the first half hour. Office administration to confirm the Ambulance has been advised of this event.

4. ORIGINAL CORRESPONDENCE

5. GOVERNMENT

6. NEW BUSINESS

NB-1-Centennial Bottled Water inventory

The Committee discussed the possible need to reduce the price of the bottled water as inventory sits at approximately 90 cases of 24 bottles each. The concern being there is a "Best By" date of February 24, 2015. This item was tabled to the next meeting for further discussion with Council attendance.

7. REPORTS & DISCUSSIONS.

It was reported that we have our next newborn for our Centennial year. Kathrine Keroack and Colin Clements have a baby boy, born November 25, 2014; his name is Weslie Clements. The Committee will be in touch with Kathrine concerning receiving gifts and for picture taking.

The Committee agreed to donate two cases of the Centennial Bottled water to Pastor Wes and Heather as a thank you for their attendance and contribution to the Sing-A-Long event.

ADJOURNMENT.

Joan Hein motioned to adjourn at 8:15p.m.



Sharon Ferretti, Deputy/Clerk Treasurer, Chair



Burneta Decembrini

Village Of Port Clements Centennial Committee December Action Plan 2014				
#	ITEM	IMMEDIATE ACTION	RESOLVE	DONE?
13	St. Mark's Choir service	<ul style="list-style-type: none"> - Piano player and singers lined up - Practices - Decorating - Advertising - Janitorial 	Kids school concert Dec 16 th and other community parties deemed the best date to be Sunday, Dec 7 th Advertising completed in Observer and Haida Gwaii Trader. Janitorial completed. Decorating started; completion set for Dec 4 th for decorating.	Dec 7 th
14	Fireworks for 100 th Celebrations	Too late to order fireworks in time for October 31 st New date will be December 31 st at 7:00p.m. <ul style="list-style-type: none"> - Fireworks ordered - Book services of licenced fireworks person - Contact Ambulance, and Fire Department to be on hand for evening - Letters sent for Corporate Sponsorship 	Council approved \$6,000.00 for purchase of fireworks. Trevor Jarvis booked to set fireworks; payment in form of equipment he will then own. To date, no response concerning Corporate sponsorship.	Dec 31 st



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE :250-557-4295
Public Works :250-557-4326
FAX :250-557-4568
Email : office@portclements.ca
Web : www.portclements.ca

Minutes from the May 22, 2014 Emergency Management Commission Meeting
Council Chambers

Present:

Marilyn Bliss – volunteer
Aaron Cunningham – Emergency Co-ordinator
Sue Couch – Volunteer
Kim Mushynsky – CAO

Craig Beachy – Fire Chief
Wally Cheer - Mayor
Ryan Brown – Fire Department
Bryan Schultz – RCMP

Absent:

Colleen Beachy, Lisa Gyorgy, Kazamir Falconbridge

The meeting was called to order at 7:00pm.

1. ADOPT AGENDA

Moved by Wally Cheer, seconded by Ryan Brown that the agenda be adopted as presented.
CARRIED

2. MINUTES

M-1 – January 30, 2014 Minutes

Moved by Marilyn Bliss, seconded by Ryan Brown that the minutes from the January 30, 2014
Emergency Committee meeting be accepted as presented.
CARRIED

3. BUSINESS ARISING & UNFINISHED BUSINESS

4. CORRESPONDENCE

5. NEW BUSINESS

NB-1 – Table Top Exercise

The committee participated in a table top exercise

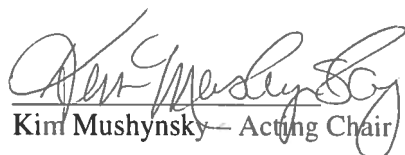
NB-2 – Upcoming Training

The committee was advised of various upcoming training opportunities

6. REPORTS

7. ADJOURNMENT

Adjourned at 8:30pm


Kim Mushynsky – Acting Chair



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE :250-557-4295
Public Works :250-557-4326
FAX :250-557-4568
Email : office@portclements.ca
Web : www.portclements.ca

Minutes from the August 21, 2014 Emergency Management Commission Meeting
Council Chambers

Present:

Marilyn Bliss – volunteer
Aaron Cunningham – Emergency Co-ordinator
Sue Couch – Volunteer
Kim Mushynsky – CAO

Ryan Brown – Fire Department
Shane Windatt – Guest - SPCA

Absent:

Colleen & Craig Beachy, Lisa Gyorgy, Kazamir Falconbridge, RCMP Rep

The meeting was called to order at 7:00pm.

1. ADOPT AGENDA
2. MINUTES
3. BUSINESS ARISING & UNFINISHED BUSINESS
4. CORRESPONDENCE
5. NEW BUSINESS

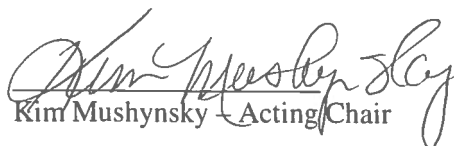
NB-1 – SPCA and Emergency Preparedness

Shane Windatt gave a brief outline of the BCSPCA and then what the Haida Gwaii SPCA had for resources. The committee had an opportunity to brain storm around the issue of pet care in an emergency given that the island SPCA has very minimal resources to offer. Suggestions were made to create a list of who would be willing to shelter what types of animals in an emergency situation and keep that list as a part of our Emergency plan. Also we could put a call out for donations of supplies such as leashes, collars and pet carriers so that we have some capacity.

6. REPORTS

7. ADJOURNMENT

Adjourned at 8:00pm


Kim Mushynsky – Acting Chair



BOARD HIGHLIGHTS

December 12th, 2014 Board Meeting

Delegations:

Shaheen Kassam, Devin O'Neal & Neil Milne, Senior Community Relations Advisor, Assistant Director of Planning & Execution, & Socio-Economic Advisor, respectively, addressed the Board in regard to the Prince Rupert Gas Transmission Project.

Representatives from TransCanada provided an overview of the Prince Rupert Gas Transmission Project, which included a project route update, management plans, marine pipeline construction and community benefits.

Board Business:

1. At the December 12, 2014 Statutory Board meeting, Director Barry Pages and Director Des Nobels were elected Chair and Vice Chair of the Regional District Board, respectively, by acclamation.
2. The Board received correspondence from the Prince Rupert Unemployed Action Centre (PRUAC) requesting a letter of support for the organizations funding applications to the BC Gaming Branch and Law Foundation. The Board, without hesitation, passed a motion to provide a letter of support to the PRUAC so that it is able to continue providing needed services throughout the region.
3. The Board adopted the *Skeena-Queen Charlotte Regional District Financial Accounts of Committees and Commission Policy* which aims to maintain the Regional District's control of financial accounts of committees and commissions that are no longer active.
4. The Board adopted the Area "E" (Moresby Island) Community Hall Service Establishing Bylaw No. 582, 2014, which establishes a service within Sandspit for the purpose of operating a community hall.
5. The Board adopted the Regional Recycling Advisory Committee Bylaw No. 588, 2014, which establishes the Recycling Committee and replaces the preexisting Mainland Solid Waste Management Committee bylaws.

For complete details of the December 12th, 2014 Board meeting, the Agenda and Minutes are posted under "Quick Links" at www.sqcrd.bc.ca.



SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT

14 – 342 West 3rd Avenue, Prince Rupert, B.C. V8J 1L5

Phone: (250) 624-2002 Fax: (250) 627-8493

Website: www.sqcrd.bc.ca

December 3, 2014

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

Attention: City of Prince Rupert Council

Dear Council:

Re: North Coast Needs for Emergency Marine Response

On behalf of the Board of the Skeena-Queen Charlotte Regional District (Regional District), I am responding to your correspondence pertaining to emergency marine response dated October 31, 2014.

Your correspondence requests that the Regional District prepare a brief, with regard to these concerns, to be presented to the Provincial Government. Your letter also asks that the Regional District begin to lobby for an alliance with all marine resources in order to provide adequate emergency response capabilities.

The Regional District Board appreciates your interest in this issue and shares many of the same concerns that your Council has expressed. Staff was actively involved both during the Simushir incident and afterwards during debriefing sessions.

It is important to note that the current Regional District resources for emergency planning are entirely funded by the four electoral areas. The Board shares your concerns and suggests that if there is a need for the Regional District to assume an expanded role in Regional Emergency Planning, that the five municipalities may wish to consider requesting the Regional District to implement a regional emergency planning service for which costs are shared amongst all participating areas.

At this time, the Regional District would like to offer its cooperation to work with the City and other member municipalities to address the concerns raised in your letter.

Respectfully,

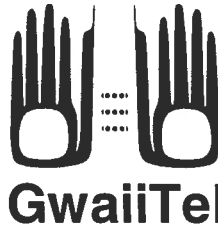
SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT

Barry Pages
Chair

;df

Cc: District Port Edward/Village of Port Clements/Village of Masset/Village of Queen Charlotte

C-2



The Haida Gwaii Community Network

FOR IMMEDIATE RELEASE

GwaiiTel Update

Haida Gwaii, BC – December 12, 2014 – The new GwaiiTel Directors met on December 4th and the following is the Chair's Update.

As in the rest of the world, the internet is becoming a more and more important part of life on Haida Gwaii. It helps us keep in touch, be entertained, get educated and do business.

In an ideal world our internet would be supplied by fibre optic cable from the mainland, and that fibre would run down the island to all the communities and into each home and business. That network would be owned and operated by the people of Haida Gwaii and their businesses. We don't know if that is a fully attainable goal but it is GwaiiTel's job to work towards getting as close to that goal as funding and partnerships allow.

We built the longest radio link in North America and it has increased our access to broadband by 300% and growing. This link is the basis for our current system, which is partially wireless and partially fibre optic. The new Board believes that we are now ready to move on to the next steps that will improve our current access and help us to meet future demands.

Step one on that road was identifying that with the demand that we are now seeing, there is a need to purchase a second micro-wave link radio or risk being limited by the maximum capacity of the existing system.

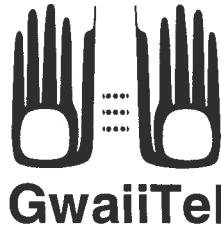
Step two will be to improve the connection between the ends of the island with a fibre optic backbone. We currently have fibre connecting Masset and Old Massett; and fibre connecting Skidegate and Queen Charlotte; but none between Skidegate and the Old Massett tower or out to Tow Hill. Once the new infrastructure is fully operational we will be able to offer better service to Sandspit.

Step three is to identify underserved areas and engineer the best ways of connecting them to the new fibre.

All of the above can be started through a new federal program called Digital Canada 150 which supplies 75% funding for very remote and First Nations Communities to improve access to Internet services. Gwaii Tel is currently in the process of putting together a detailed application to secure this funding.

Our Structure:

GwaiiTel brings the internet across the Hecate Strait to Old Massett tower via a wireless microwave link with Mount Hayes in Prince Rupert. From there we distribute it to points (POP sites) around the island where it is available for private Internet Service Providers (ISPs) to access and serve their customers. There are currently two ISPs utilizing our services: GwaiiQCI, Jeff Lavoie serving OMV and Masset; and QCINet, Jim Pazerena serving the south end.



The Haida Gwaii Community Network

Our staff is made up of a part-time General Manager; a part-time Industry Advisor, and a part time Network Technician (on the ground tech support aided by the Industry Advisor). We will offer technical training to both ISPs and interested board members. Though everyone has a busy schedule, we hope to see dates finalized in the New Year.

Our system is much improved, however, there are still challenges and increasing usage has highlighted areas of insufficient or missing service.

Action items from our meeting:

- To establish a new website in the New Year to provide better communication from the Board to the communities;
- To report out to the membership after Board meetings;
- To apply to Northern Development Initiative Trust (NDIT) for a consulting grant to define and draw out our next steps. (Consultant has been accepted by NDIT and the team will be on island over the next 2 weeks.)
- To apply for the DC 150 grant and continue to research funding.

The GwaiiTel Society's vision is to connect Haida Gwaii to the global community, with the goal of providing cost-effective, quality Internet access for the people of Haida Gwaii. Residential and commercial Internet access is provided to the end users through the island's two Internet Service Providers (ISPs) QCI Net admin@haidagwaii.net and MHTV, jeff.lavoie@massett.ca.

Contact:

Lori Wiedeman

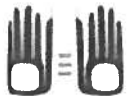
General Manager

GwaiiTel - The Haida Gwaii Community Network

PO Box 796 – 113 Oceanview Drive

Queen Charlotte BC V0T 1S0

(778) 260-0385 admin@gwaiitel.com



VILLAGE OF PORT CLEMENTS

Page 1 of 2

Cheque Listing For Council

2014-Dec-30
3:30:53PM

Cheque #	Cheque Date	Vendor Name	General Ledger	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
140563	2014-12-15	AARON-MARK SERVICES LT	10-2-34-00-20 10-3-22-00-00 10-2-34-00-20 10-3-22-00-00	2052637 2052637 2052638 2052638	PAYMENT RETURNED ONE BOX OF STAPL GST STAPLES FOR PUBLIC WORKS GST	(17.30) (0.81) 40.41 1.89	24.19
140564	2014-12-15	Angela's Place-Social Cafe & I	40-2-42-90-60 30-2-41-40-10 10-2-31-90-00	NOV2014 NOV2014 NOV2014	PAYMENT REG GAS + DIESEL PUBLIC WOF REG GAS + DIESEL PUBLIC WOF REG GAS + DIESEL PUBLIC WOF	66.96 133.94 133.93	334.83
140565	2014-12-15	BC HYDRO	10-1-12-99-99	112007742922	PAYMENT METER READ 21 JASPER ST NO	35.22	35.22
140566	2014-12-15	Black Press Group Ltd.	10-1-12-99-99 10-2-12-11-50	32417798 32417798	PAYMENT Jasper St Apts Auction Sewer Rezoning Notice	705.90 675.86	1,381.76
140567	2014-12-15	COASTAL PROPANE	10-2-72-91-00	44649	PAYMENT HEAT FUEL FOR ST. MARK'S	306.70	306.70
140568	2014-12-15	Falconbridge, Kazamir (Red R	10-2-24-70-00	25	PAYMENT FIRE INSPECTIONS - 21 @ \$30	630.00	630.00
140569	2014-12-15	Hub Fire Engines & Equipmen	10-2-24-70-00 10-3-22-00-00	IN00029682 IN00029682	PAYMENT PUMPER SERVICE NOV 6 & OIL GST	2,107.58 98.49	2,206.07
140570	2014-12-15	MUNICIPAL INFORMATION S	10-3-73-90-00	20141442	PAYMENT SUPPORT JAN 2015 - FINANCE S	299.99	299.99
140571	2014-12-15	QC REPEATER	11-3-53-30-10 10-3-22-00-00	6966 6966	PAYMENT REPAIRS: VX-354 PORTABLE GST	163.99 6.75	170.74
140572	2014-12-15	XEROX CANADA LTD.	10-2-12-11-30 10-3-22-00-00	G46819016 G46819016	PAYMENT USAGE FEES NOV 12 - NOV 30 GST	42.22 1.97	44.19
140574	2014-12-17	Angela's Place-Social Cafe & I	10-2-25-00-00	VI20141201	PAYMENT SANDWICHES NOV 8TH + 9TH	126.00	126.00
140581	2014-12-22	BAYVIEW MARKET	10-2-75-00-00 10-3-22-00-00	SantaBreakf201 SantaBreakf201	PAYMENT SANTA BREAKFAST + EXTRA GII GST	342.06 2.80	344.86
140582	2014-12-22	MINISTER OF FINANCE	10-2-12-13-00	93364845	PAYMENT ELECTION RESULTS-GAZETTE /	60.80	60.80
140583	2014-12-22	RECEIVER GENERAL - CCR/	10-4-27-00-10	DEC2014	PAYMENT CCRA REMIT DECEMBER	3,387.50	3,387.50
140584	2014-12-22	Revenue Services of BC	10-3-73-90-00	MSP Ferretti	PAYMENT MSP JAN - JUNE 2015	783.00	783.00
140585	2014-12-30	AARON-MARK SERVICES LT	10-2-52-00-00 10-3-22-00-00	2049307 2049307	PAYMENT FLASHING FOR CLINIC GST	85.60 4.00	89.60
140586	2014-12-30	BANDSTRA TRANSPORTATI	10-2-34-00-70 10-3-22-00-00	Y020623 Y020623	PAYMENT DELIVERY ALUM CHANNEL 3 BU GST	139.75 6.99	146.74
140587	2014-12-30	FEDERATION OF CANADIAN	10-3-73-90-00	34889	PAYMENT 2015/2016 MEMBERSHIP	159.42	159.42

F-1

VILLAGE OF PORT CLEMENTS

Page 2 of 2

Cheque Listing For Council

2014-Dec-30

3:30:53PM

Cheque		Vendor Name	General Ledger	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date						
140588	2014-12-30	MasterCard, CUETS FINANCI			PAYMENT		4,699.04
			10-2-12-11-00	NOV 2014	DELL PowerConnect Port	1,272.23	
			10-2-12-11-00	NOV 2014	UPS shipping	249.81	
			10-1-89-10-30	NOV 2014	LED christmas lights	2,198.51	
			10-2-12-11-10	NOV 2014	GEEK STORAGE	69.63	
			10-2-12-11-10	NOV 2014	GEEK STORAGE	11.03	
			30-2-41-20-00	NOV 2014	Water Samples	22.00	
			10-2-75-00-00	NOV 2014	LED christmas lights	100.00	
			10-4-12-90-00	NOV 2014	O'Donoghue	115.28	
			10-4-12-90-00	NOV 2014	PCVFire Dept LED christmas lights	500.00	
			10-3-22-00-00	NOV 2014	GST	60.55	
			10-4-12-90-00	NOV 2014	Port Seniors LED christmas lights	100.00	
140589	2014-12-30	Nedco-Div of Rexel Canada EI			PAYMENT		730.47
			10-2-34-00-20	1293944	SILICONE SEALER,STAPLE GUN	204.99	
			10-3-22-00-00	1293944	GST	9.58	
			10-2-34-00-20	1302752	INSULATED STAPLES 300/BOX	119.63	
			10-3-22-00-00	1302752	GST	5.59	
			30-2-41-40-01	1302753	NUT WITH SPRING, FITTINGS	21.29	
			40-2-42-90-50	1302753	NUT WITH SPRING, FITTINGS	21.30	
			10-3-22-00-00	1302753	GST	1.99	
			30-2-41-40-01	3013260	SJOW CABTIRE, FITTINGS	142.41	
			10-3-22-00-00	3013260	GST	13.31	
			40-2-42-90-50	3013260	SJOW CABTIRE, FITTINGS	142.41	
			30-2-41-40-01	3014693	SJOW CABTIRE 76M	22.91	
			10-3-22-00-00	3014693	GST	2.14	
			40-2-42-90-50	3014693	SJOW CABTIRE 76M	22.92	
140590	2014-12-30	Stewart, McDannold, Stuart			PAYMENT		319.60
			10-2-12-10-50	68645	PLANNING MATTERS	305.30	
			10-3-22-00-00	68645	PLANNING MATTERS	14.30	
140591	2014-12-30	TELUS COMMUNICATIONS I			PAYMENT		1,338.15
			10-3-22-00-00	NOV 2014	GST	59.81	
			10-2-71-21-15	NOV 2014	NOV 27 - DEC 26 2014	612.24	
			30-2-41-50-00	NOV 2014	NOV 27 - DEC 26 2014	252.43	
			40-2-42-90-40	NOV 2014	NOV 27 - DEC 26 2014	74.93	
			10-2-24-70-10	NOV 2014	NOV 27 - DEC 26 2014	338.74	
140592	2014-12-30	WEIGUM, SHIRLEY			PAYMENT		1,150.00
			10-2-12-14-10	28	JANITORIAL DECEMBER+ST.MAI	462.00	
			10-2-71-21-20	28	JANITORIAL DECEMBER+ST.MAI	253.00	
			10-2-71-21-11	28	JANITORIAL DECEMBER+ST.MAI	242.00	
			10-2-71-89-00	28	JANITORIAL DECEMBER+ST.MAI	143.00	
			10-2-72-91-00	28	St. Mark's Sing-A-Long	50.00	

Total 18,768.87

*** End of Report ***

The agreement with NDIT needs to be signed and returned to them before the end of January 2015 to secure our \$250,000 grant.

I have already written a letter to NDIT in early December requesting that they give us a one year extension on our project to allow time for the new Council to determine if they want to proceed in some format. I have also advised them that should we make a decision to proceed, in perhaps some altered or decreased form, that I would advise them in advance so they can let us know whether the new vision still meets their mandate and to give us written permission to proceed under the new terms if applicable.

Signing the contract does not obligate us to move forward with the project if we decide not to do so it simply holds those funds for another year so that we have time to determine if we are or are not proceeding with the project..

ACCOUNTABILITY AGREEMENT

ECONOMIC DIVERSIFICATION INFRASTRUCTURE PROGRAM

This Agreement made the 11 day of December, 2014.

BETWEEN:

Northern Development Initiative Trust
Suite 301 – 1268 Fifth Avenue
Prince George, BC V2L 3L2

(“Northern Development”)

AND:

Village of Port Clements
PO Box 198; 36 Cedar Avenue W.
Port Clements, BC V0T 1R0

(the “Recipient”)

WHEREAS:

- A. With an investment from the government of British Columbia, Northern Development serves as a catalyst for opportunities for community and regional economic development and investment in Northern British Columbia;
- B. The Recipient has submitted a proposal (the “Proposal”) applying to Northern Development for funding for the project described in Schedule A attached hereto (the “Project”); and
- C. Northern Development has a mandate to ensure that the people of British Columbia receive social, monetary, and/or employment value in return for their endowment;
- D. Northern Development is willing to assist the Recipient to implement the Project on the understanding that the Recipient is accountable to Northern Development and to the people of British Columbia to deliver measurable proof of success of the Project.

NOW THEREFORE, Northern Development and the Recipient agree, each with the other, as follows:

REPRESENTATIONS AND WARRANTIES

1. The Recipient represents and warrants to Northern Development that:
 - a. The Recipient has the power and capacity to accept, execute and deliver this Agreement and perform its obligations under this Agreement
 - b. The Recipient is not aware of any fact or breach of any law or contract that does or might materially adversely affect its assets, condition, business, operations, or ability to perform its obligations under this Agreement;
 - c. If the assumptions and projections of the Recipient are correct (and the Recipient believes that there is a reasonable business case to support those assumptions and projections), the Proposal has a reasonable chance of being fulfilled within targeted times and costs;

FUNDING

2. Subject to the terms of this Agreement, Northern Development will provide the Recipient the amounts specified for the Project (the "Funds") as set out in Schedule B, and subject to reporting conditions as set out in Schedule C.

RECIPIENT'S OBLIGATIONS:

3. The Recipient will, to the satisfaction of Northern Development, on or before the times specified in Schedule A:
 - a. carry out and complete all tasks necessary to implement the Project;
 - b. prudently and cost-effectively apply the Funds to the Project;
 - c. pay all costs of the Project, even if the cost of the Project exceeds the Funds;
 - d. measure, evaluate, and report to Northern Development on the economic effects of completing the Project;
 - e. provide to Northern Development all written reports specified in Schedule C describing the Project tasks completed to date;

- f. provide to Northern Development, a final financial report, with supporting invoices, accounting in detail for the receipt and distribution of the Funds and all other moneys spent on Project;
- g. provide all reports to Northern Development in the formats specified in Schedule C;
- h. not materially alter the Project without Northern Development's written permission; and
- i. return to Northern Development within 15 days after the date specified for completion of the Project any of the Funds that are not used for the Project and any interest earned thereon.

4. The Recipient will:

- a. maintain complete proper progress, personnel, and financial records and reports related to the Project and this Agreement in a form and with content reasonably satisfactory to Northern Development;
- b. permit Northern Development, its agents, or its auditors to inspect all such records and reports;
- c. provide on request to Northern Development, its agents, or its auditors any information (including copies of documents) relating to the Project; and
- d. co-operate fully with reasonable requests of Northern Development's auditors.

MATERIAL

- 5. The Recipient will treat as confidential all information, documents, and other intellectual property provided by Northern Development and will not permit its disclosure to anyone without Northern Development's prior written consent, except as required by law.
- 6. The Recipient owns all information, documents, proposals, reports, findings, and other intellectual property acquired or produced by the Recipient relating to the Project (the "Material") except material owned by third parties or provided by Northern Development.

7. The Recipient hereby grants to Northern Development a perpetual, non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, modify, and distribute the Material as Northern Development sees fit.
8. The Recipient will provide to Northern Development reasonable access to the Material to review and take copies thereof.

PUBLIC RELATIONS

9. Any public announcements initiated by the Recipient relating to this Agreement and any promotions or publications regarding the Project will:
 - a. comply with the Public Announcements provisions of Schedule A;
 - b. include clear recognition of the contribution made by Northern Development in a form approved in writing by Northern Development; and
 - c. not represent that the Recipient represents or acts as agent for Northern Development.

INSURANCE

10. The Recipient will, at its own expense, provide and maintain Comprehensive General Liability insurance of at least \$2,000,000 per occurrence insuring against personal injury and property damage, including liability assumed under contract insurance, with insurers licensed in British Columbia, or such other insurance as Northern Development may require.
11. The Recipient will, at its own expense, insure and keep insured all Project assets to their full insurable value against all loss or damage.
12. The Recipient will maintain and pay all appropriate insurance, premiums, taxes, and payroll deductions related to the Project, including:
 - a. Harmonized Sales Tax and/or Goods and Services Tax/Provincial Sales Tax;
 - b. Canada Pension Plan contributions;
 - c. Employment Insurance premiums;
 - d. Employee payroll source deductions;
 - e. Workers Compensation premiums; and
 - f. Any other insurance required under this Agreement

13. Upon request, the Recipient will provide Northern Development with proof, in a form satisfactory to Northern Development, of such insurance coverage and payment of such premiums, taxes and deductions.
14. The Recipient will notify Northern Development in writing before cancelling or modifying any insurance required under this Agreement.
15. The Recipient shall notify Northern Development of the occurrence of any insured damage or loss and furnish any necessary proof to enable Northern Development to obtain payment of the insurance money.

ENVIRONMENT

16. The Recipient represents and agrees that:
 - a. its operations comply and will continue to comply with all environmental laws and the Recipient will ensure its staff are properly trained for that purpose;
 - b. it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary for the conduct of its operations;
 - c. its assets are and will remain free of environmental damage or contamination;
 - d. there has been no environmental complaint, prosecution, investigation or proceeding, or otherwise, with respect to the Recipient's operations or assets;
 - e. it will advise Northern Development immediately upon becoming aware of any environmental problem relating to its operations or its assets;
 - f. it will provide Northern Development with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Recipient and it consents to Northern Development contacting and making enquiries of environmental officials or assessors;
 - g. it will not install on or under any land mortgaged to Northern Development storage tanks for petroleum products or any hazardous substance without Northern Development's prior written consent and only upon full compliance with Northern

Development's requirements and the standards and requirements of all boards and governmental authorities having jurisdiction over the Recipient's activities or assets.

INDEMNITY

17. The Recipient will promptly pay all fines, levies, penalties, and assessments made or imposed under government laws and regulations relating to the Project.
18. The Recipient will indemnify and save harmless Northern Development, its employees, agents, officers, directors, contractors, authorized representatives, and each of them from and against all losses, claims, damages, actions, causes of action, costs, and expenses, of any kind that Northern Development may sustain, incur, suffer or be put to at any time, arising from acts, errors, or omissions (including negligent acts or breaches of law, contract, or trust) committed by the Recipient, employees, agents, officers, directors. This indemnity shall survive the termination of this Agreement.

SUBCONTRACTING

19. The Recipient will not assign or subcontract any obligation under this agreement, other than to persons or firms listed in Schedule A, without Northern Development's prior written consent.
20. The use of subcontractors does not relieve the Recipient from any obligations under this Agreement.
21. The Recipient will not commit or purport to commit Northern Development to pay any money except as authorized by this Agreement.

NON-COMPLIANCE

22. Time is of the essence and if, at any time, the Recipient fails to observe, perform, or comply with any provision of this Agreement, or if any representation or warranty in this agreement or the Proposal is or becomes untrue, or if the Recipient becomes insolvent or bankrupt or unable to perform its obligations under this Agreement, Northern Development may, at its sole option:
 - a. Require the Recipient to deliver to Northern Development within 15 days a written report evaluating the condition of the Recipient and its ability to perform the agreement;

- b. On appropriate conditions, extend the time for the Recipient to perform or comply with some or all of its obligations under this Agreement;
- c. Perform the unperformed portions of this Agreement, in which case the Recipient shall indemnify Northern Development from all costs of so doing;
- d. Suspend, postpone, or stop further funding under this agreement;
- e. Require the Recipient to repay some or all of the Funds;
- f. Sue the Recipient for damages for breach of contract; and/or
- g. Terminate this agreement, in which case the Recipient will immediately repay the Funds and any interest earned thereon to Northern Development and Northern Development may sue the Recipient for further damages for breach of contract.

FORCE MAJEURE

- 23. Neither party shall be liable for damages or suffer termination of this Agreement for failure or delay in performance if such failure or delay is directly caused by conditions beyond that party's reasonable control, without its fault or negligence, including Acts of God, unforeseen government restrictions, labour disruptions, wars, or insurrections, provided however that, the party experiencing difficulty shall give the other prompt, detailed, written notice, following the occurrence of the condition. If reasonable, dates for scheduled performance obligations will be extended for a period of time equal to the time lost due to any delay. This clause does not excuse any obligations to repay loan funds when due.
- 24. If Northern Development is dissolved, this Agreement shall be immediately terminated. This clause does not excuse any obligations to repay loan funds when due.

GENERAL

- 25. Schedules A, B and C shall form part of this Agreement.
- 26. Time is of the essence of this Agreement. So long as the Recipient gives Northern Development reasonable notice of any delay in completing the Project and completes phases of the Project within a reasonable amount of time, the Recipient will not be in default of performance under this Agreement.

27. No modification of this Agreement is effective unless it is in writing and signed by both parties.
28. This Agreement (including attached schedules), and any written modifications to the Agreement constitute the entire agreement between the parties.
29. No waiver of any breach of this Agreement shall be effective unless it is in writing and signed by the party giving the waiver and such waiver shall be limited to the specific breach waived.
30. The parties may deliver Notices to each other by hand, fax, electronic mail, or registered mail at their respective addresses as set out on the first page of this Agreement or to such other delivery addresses as the parties may provide to each other from time to time. Such notices will be deemed delivered when actually received.
31. The Recipient will supply and pay for all goods and services required to carry out this agreement.
32. This Agreement does not create a joint venture, partnership, or other legal entity. The Recipient is an independent contractor and not Northern Development's servant, employee, agent, or partner.
33. The directors of Northern Development are not personally liable for any of the obligations of Northern Development.
34. This Agreement does not give the Recipient any contractual rights against the Crown in Right of the Province of British Columbia.
35. Every provision of this agreement is severable from every other provision of this Agreement and the invalidity or unenforceability of any provision shall not invalidate this agreement or other provisions hereof.
36. The headings in this agreement are for convenience only and do not affect the meaning of this agreement.
37. When the singular or masculine is used in this Agreement, they shall also mean the feminine or neuter or plural as the context may require.

SIGNED before me this _____ day
of _____, 2014.

Witness

Address

Northern Development Initiative Trust
by its authorized signatories:

Janine North – Chief Executive Officer

SIGNED before me this _____ day
of _____, 2014.

Witness

Address

Village of Port Clements
by its authorized signatories:

Kim Mushynsky – Clerk/Treasurer

SCHEDULE "A"

PROJECT OVERVIEW

1. **Project Name:** Port of Haida Gwaii

**Northern Development
Project Number:** 3266 50

2. **Applicant:** Village of Port Clements

Main contact: Kim Mushynsky, Clerk/Treasurer
Telephone: (250) 557-4295
Email: clerk@portclements.ca

3. **Project Description:**

The project is to develop a new barge terminal in the Village of Port Clements. Introducing the ability for goods to be brought on to the island by container could result in lower transportation costs and greater opportunities for the logging industry and other forms of economic development. The Village of Port Clements has been working on the concept of a containerized barge facility for public use on Haida Gwaii for the past four years. Misty Isles Economic Development Society and the Village of Port Clements completed a feasibility study, 'Port of Haida Gwaii and Short-Haul Inter-Coastal Barge Services Business Case', which has indicated that the concept is economically viable. The Village is now moving forward toward construction of the facility, which is scheduled to begin in the spring of 2014, subject to confirmation of funding.

4. **Project Rationale and Strategic Investment Sector:**

Sector(s): Economic Development, Transportation

A consolidated barge facility capable of transporting containers, in place of current, private barge services operated by service providers and business owners may encourage and promote economic development by reducing transportation costs to and from Haida Gwaii. A reduction in transportation costs could bring the opportunity for the following benefits to Haida Gwaii:

1) Reverse the significant decline in the local economy by strengthening connections between Haida Gwaii and coastal communities on the mainland of British Columbia. The reduction in transportation costs could help aid in the development of secondary processing

business (such as mills and log peeling plants) and other, new industries on the island, or significantly expand developing industries. The expansion of existing key industries would help to attract and retain a pool of skilled labour required to generate economic growth;

2) Reduce costs and improve availability of goods on the island by reducing transportation costs for goods to residents of Haida Gwaii would help to lower the cost of living for residents;

3) Increase access to market opportunities. A consolidated, cost-effective barging service could provide the opportunity for small businesses to export goods off the island, which may have been prevented or discouraged from doing so due to high transportation costs; and

4) Increase profitability of local businesses. Businesses that ship goods to mainland British Columbia from Haida Gwaii, such as logging and other wood products processing for sales and export businesses, as well as those that ship goods to the island such as grocers and other retailers, could benefit from a reduction in transportation costs.

5. Project Goals and Key Deliverables:

Leveraging:

Northern Development has approved a Grant of up to \$250,000.00 out of a total budget of \$4,422,000.00 or \$1.00 : \$16.69 of other sources.

Sustainability:

Northern Development project funding is in the form of a Grant.

Job Creation:

	NEW POSITIONS TO BE CREATED	POSITION/TITLE	PROJECTED FULL- TIME EQUIVALENT EMPLOYMENT
Direct permanent full-time jobs	0	-	0
Direct permanent part-time jobs	15	Value added manufacturing (barking, canting & chipping)	14.57
Direct permanent seasonal jobs	0	-	0
TOTAL PROJECTED NEW PERMANENT FTE:			14.57
INCREMENTAL PERMANENT FTE INCREASE (%):			0.00 %
Direct temporary jobs (construction or consulting)	10	Equipment operators, truck drivers and project supervisor	3.24

6. Financial Request:

The Northern Development Board has approved a Grant of up to \$250,000.00 toward the total cost of this project of \$4,422,000.00.

7. Project Timeline:

Project milestone scheduled dates approximately as follows:

STAGE OF PROJECT	APPROXIMATE DATE
Project Start Date	
Site Alteration Permit & Land Clearing	7/1/2015
Construction of Barge Facility in partnership with investors	7/1/2015
Project Completion Date	

8. Sustainability Plan:

The business case analysis identified an increase of 58 full time equivalent jobs that could be attributed to this project province wide. The proponent estimates there will be five to seven jobs associated with debarking the logs, two to three jobs associated with canting the logs as well as five to seven jobs at the facility itself accounting for a total of 12-17 new full-time jobs locally. In addition there will be indirect jobs created around these new positions. With more income being generated and distributed on the island, there could be jobs indirectly created at the various retail outlets on island. There may also be some direct increases in labour in Prince Rupert at the Port due to extra containers coming into and out of that facility and also in the service industry for parts and machinery, which is of regional benefit.

9. Budget:

a. The Recipient has provided initial project cost estimates as follows:

EXPENSE ITEM	BUDGET AMOUNT	VERIFICATION
Buffer	\$368,500.00	Buffer ineligible towards Northern Development funding (to be removed)
Dredging (equipment & hauling)	\$2,000,000.00	Quote Supplied – Will equipment be purchased or rented?
Engineering	\$50,000.00	Quote Supplied
Operational equipment	\$185,000.00	Purchase of equipment ineligible towards Northern Development funding (to be removed)
Piles and driving	\$990,000.00	Quote Supplied
Project management	\$368,500.00	Quote Supplied
Retaining wall	\$450,000.00	Quote Supplied
Silt curtain	\$10,000.00	Quote Supplied

Total Expenditures*	\$4,422,000.00	
----------------------------	-----------------------	--

* Please note that costs incurred prior to signing of this agreement will not be eligible and Northern Development is not obliged to reimburse these costs.

- b. The Recipient will provide a copy of:
- The Request for Proposal (RFP) or Request for Quotation (RFQ) document(s) from competitive bid process(es)
 - Awarded Contract(s) including detailed budget(s)
 - Rationale for selection of the contractor(s)

10. Funding Sources:

- a. The Recipient will secure the following funding as approved on the following dates:

SOURCE	TERMS	AMOUNT	% OF TOTAL PROJECT COST	DATE OF APPROVAL
Northern Development	Grant	\$250,000.00	5.65 %	2/12/2014
Other: Corporate Sponsors	Private Investment	\$2,722,000.00	61.56 %	Please provide confirmation of approvals
Province of British Columbia	Grant	\$750,000.00	16.96 %	
Gwaii Trust Society	Grant	\$100,000.00	2.26 %	
Western Economic Diversification	Grant	\$600,000.00	13.57 %	
Total Funding		\$4,422,000.00	100.00 %	

- b. Northern Development shall not be obliged to disburse any Funds to the Recipient until it receives satisfactory proof that Project funding from all sources has been secured.
- c. Northern Development has approved the maximum amount as noted in section “6. Financial Request”, however if final actual project costs are lower than budgeted, Northern Development shall not be obligated to provide a total amount exceeding Northern Development’s prorated portion.
- d. The Recipient is responsible to ensure all project funding from all sources is received, and agrees to notify Northern Development immediately if any funding is not received or if the Recipient has any reason to believe any funding will not be received on the funding dates set out above.

- e. If Northern Development reasonably believes that any funding has not been or will not be disbursed to the Recipient on or before the funding dates set out above, Northern Development may declare that the Recipient is unable to perform its obligations under this Agreement, and may, at Northern Development's option, enforce any of the remedies in the Agreement for non-compliance.

11. Summary of Accountability Documents and Attachments Between the Recipient and any Subcontractors, Societies, or Groups that are not Registered Under the Societies Act:

Society Incorporation document must be on file.

12. Project Announcements and Public Recognition:

- a. Northern Development will announce the Board's approval of funding in a Northern Development newsletter.
- b. The Recipient will work with Northern Development to produce a success story webpage about the project. The Recipient will provide project photos, testimonials about the project, key contact information, an overview of the project, and the positive economic outcomes achieved by the project. Northern Development will use this material to showcase the project on Northern Development's website.
- c. Format of recognition of funding contributions to be posted by the Recipient:
 - i. A 4' x 8' sign recognizing the contribution of Northern Development may be provided by Northern Development and erected on the site for the duration of the construction.
 - ii. Upon completion of the construction, a plaque may be provided by Northern Development to be permanently mounted at the site, in a prominently visible location.
- d. The Recipient will post recognition for Northern Development's contribution in a post-project thank-you advertisement which will be published in the local newspaper. Northern Development upon request by the Recipient will provide an electronic copy of its logo for this purpose.
- e. The Recipient will invite a representative of the Northern Development to attend any events associated with the project, and will highlight the Northern Development funding contributions.

13. Other

- a. All amounts in this Agreement are in Canadian dollars.

SCHEDULE "B"

GRANT AGREEMENT

GRANT FUNDING SCHEDULE

1. Northern Development will Grant to the Recipient funds as follows:

DISBURSEMENT	APPROXIMATE DATE	REPORT	TOTAL AMOUNT
Requisition 1	Tentatively scheduled for 1 month after completion	Upon receipt of final project and financial reports.	\$250,000.00
TOTAL			\$250,000.00

2. Northern Development is not obliged to disburse any (or any more) funds until the Recipient has performed all its obligations to date, including performing all due tasks and delivering all due reports, as outlined in Schedule C, to the satisfaction of Northern Development.
3. Attached terms sheet, Schedule C, governs the disbursement of funds.

BUSINESS AND ASSETS

4. The Recipient represents, warrants, and covenants that:
- The Recipient has good and marketable title to its assets associated with the project;
 - All material contracts to which the Recipient is a party or which affect the Recipient's operations or its assets associated with the project are not in default and will remain in good standing;
 - There are no actions, suits, or claims pending or threatened against the Recipient by any person or governmental authority which could, if an adverse decision is made, affect the ability of the Recipient to perform its obligations under this agreement;
 - The Recipient will carry on its operations associated with the project in a proper business-like manner, will keep proper books of account and records covering all its operations and affairs, will maintain in good standing all necessary licences, permits, approvals and consents and will comply with all laws, ordinances and regulations applicable to it;
 - The Recipient will keep and maintain all of its assets used in the conduct of its operations for this project in good order, repair and condition, reasonable wear and tear excepted;

FINANCIAL REPORTING

5. Until the Project is completed, the Recipient shall provide Northern Development with the financial statements and reports as outlined in Schedule C.

INSPECTIONS

6. Northern Development may, by its officers or authorized agents, enter upon the Recipient's premises at any time, from time to time, to inspect the books and records of the Recipient associated with the project and make extracts therefrom.
7. The Recipient hereby authorizes its accountants, auditors and bookkeepers to release to Northern Development for inspection and copying any books and records of the Recipient or relating to the Recipient that are related to the project which they may have in their possession.

DEFAULT

8. The Recipient shall be in default under this Agreement in any of the following events:
 - a. the Recipient is in breach of any term, condition, obligation or covenant to Northern Development, or any representation or warranty to Northern Development is untrue, the Letter of Intent, Business and Financial Plan or this Agreement; or
 - b. the Recipient declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act*, the *Companies Creditors' Arrangement Act* or similar legislation in any jurisdiction, or makes an authorized assignment; or
 - c. a receiver, receiver and manager or receiver manager of all or any part of the Recipient's assets is appointed; or
 - d. an order is made or an effective resolution is passed for winding up the Recipient; or
 - e. an order of execution against the Recipient's assets or any part thereof, associated with the project, remains unsatisfied for a period of 10 days; or
 - f. Northern Development in good faith believes and has commercially reasonable grounds to believe that the prospect of performance of any of the Recipient's

obligations is impaired; or

- g. the lessor under any lease to the Recipient of any real or personal property associated with the project takes any steps to or threatens to terminate such lease, or otherwise exercise any of its remedies under such lease as a result of any default thereunder by the Recipient; or
- h. the Recipient causes or allows hazardous materials to be brought upon any lands or premises occupied by the Recipient or incorporated into any of its assets that are associated with the project, without Northern Development's prior consent, or if the Recipient causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets associated with the project, or fails to comply with any abatement or remediation order given by a responsible authority; or
- i. the Recipient is in default under any loan agreement or security given by the Recipient to Northern Development; or
- j. the Recipient uses any moneys disbursed to it by Northern Development for any purpose other than declared to and agreed upon by Northern Development.

REMEDIES AND POWERS

- 9. Neither the execution and delivery of this agreement, nor the disbursement of money hereunder, binds Northern Development to make any disbursement or further disbursement of the Grant.

SCHEDULE "C"

REPORTING REQUIREMENTS – ECONOMIC DIVERSIFICATION INFRASTRUCTURE PROGRAM

1. The Village of Port Clements is required to submit formal documentation for reimbursement / advancement of project funding.
 - a. Within 90 days of the end of the Recipient's fiscal year, should the fiscal year end fall within the project dates, provide current audited financial statements (for grant *and* loan projects);
 - b. Only projects with a demonstrated need are eligible for an advance. Advances may be issued at project commencement, but are limited to 50% of the total amount approved of \$250,000.00. Formal advance request letters must be submitted on Village of Port Clements letterhead and accompanied by a supporting project cash flow forecast;
 - c. Provide financial and descriptive reports of project progress and of business conducted at the end of each project phase as specified in Schedule B;
 - d. Northern Development disbursements will be based on the percentage of the Port of Haida Gwaii project funding approved as evidenced as spent in financial reporting. For Port of Haida Gwaii, the approved amount is 5.65 % of costs incurred to a maximum of \$250,000.00. Projects may be subject to a holdback percentage to ensure project completion.
2. Provide a final project and financial report upon completion of this project per the standard Northern Development reporting form for the Economic Diversification Infrastructure program.
3. Interim and Final Financial Reporting required.

General Requirements:

- a. A detailed project ledger is required. This can either be set up as a separate department (for larger projects) or ledger account (for smaller projects) in the Village of Port Clements accounting software;
- b. Copies of all invoices for costs in the project ledger over \$10,000.00;

- c. Formal request for payment, on Village of Port Clements letterhead, stating the exact amount of funding to be advanced / reimbursed;

Requirements at Completion:

- d. A brief descriptive report after completion of significant project milestones or phases combined with photographs and / or a site visit to demonstrate substantial completion.
- e. Upon project completion, the formal Northern Development reporting form for the Economic Diversification Infrastructure program is also required (this form may also be used as basis for interim reporting, though this is not mandatory). A copy of the reporting form is available upon request.
- f. The Recipient will provide measurable performance criteria and results evaluating in detail the economic and community social benefits of the project as a part of the final report.

4. Annual Reporting

Northern Development is required by legislation to track the economic impact of its projects. After project completion, measures of success will be measured and reported to Northern Development on an annual basis from the previous year end report for the next five years on or before January 31st of each year, and include the following:

	PERFORMANCE MEASURE/DESCRIPTION	PRE- PROJECT BASELINE	PROJECTED YEAR 1	PROJECTED YEAR 2	PROJECTED YEAR 3	PROJECTED YEAR 4	PROJECTED YEAR 5
1	Annual Economic Benefits						
2	Job Creation: Direct permanent full-time jobs	0			0		
3	Job Creation: Direct permanent part-time jobs	0			15		
4	Job Creation: Direct permanent seasonal jobs	0			0		
5	Annual Revenues	\$ 0	\$ 43,000	\$ 124,050	\$ 302,600	\$ 644,168	\$ 852,600

The annual reporting form will be sent to the Village of Port Clements each December or January, either electronically or by hard copy.

5. Acknowledgement:

I have read and understood reporting requirements as outlined in Schedule C.

Authorized signatory:

Kim Mushynsky
Clerk/Treasurer
Village of Port Clements

Date



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE :250-557-4295
Public Works :250-557-4326
FAX :250-557-4568
Email : office@portclements.ca
Web : www.portclements.ca

REPORT TO COUNCIL

Author: Kim Mushynsky
Date: December 19, 2014
Re: **Internet Infrastructure Letters of support**

Background: Carol Kulesha, Board Member for Gwaii Tel, has submitted a request to us for letters of support for applications to Northern Development Initiative Trust, Digital Canada 150 and Gwaii Trust for upgrades to the Gwaii Tel internet infrastructure on island per the attached documents. The amount requested from NDIT is stated at \$250,000 over 2 years. The amounts to be requested from Gwaii Trust and Digital Canada 50 have not been included, although the scope of the project, from emails with Ms. Kulesha, indicates that this is close to a seven million dollar project. Therefore it is reasonable to expect that the application to Gwaii Trust will be in the 1.5-2.0 million dollar range.

Recommendation: I recommend that we support this initiative as internet connectivity has been identified by a lot of islanders as important. However, given the magnitude of the amount being requested from Gwaii Trust, which could impact any monies being sought by the Village from Gwaii Trust, I leave it to Council's discretion whether or not we wish to include our usual disclaimer in the Gwaii Trust letter of support. Our standard proviso is as follows:

"However, we also wish to make clear in our support letter that the Village of Port Clements is also submitting an application to the Gwaii Trust Major Infrastructure program so if we needed to prioritize our level of support we would have to indicate that our project is our number one priority at this time."

Respectfully submitted:

Kim Mushynsky

From: Carol Kulesha <kulesha@haidagwaii.ca>
Sent: December-18-14 10:03 AM
To: Kim Mushynsky
Cc: <i.gould@portclements.ca>
Subject: Re: LOS request Port Clements

A little nerve wracking as everything is last minute.
so to be clear

LOS for GTel in application for new infrastructure to DC150, and Gwaii Trust and NDIT
and a resolution from council in support of application to NDIT
I will submit the NDIT application as *support resolution pending* and see if there is an issue
The resolution should speak to Port as one of the communities of HG in support
Queen Charlotte is preparing one and so is Masset and I will approach SQCRD as well
example

The Village of Port Clements, as one of the municipalities of Haida Gwaii, supports the non profit society
GwaiiTel in their application to NDIT's Economic Diversification Infrastructure Program, in order to improve
our inadequate broadband infrastructure, the backbone of island economic development.
It will be for \$250k granted over 2 years and stand alone as a grant but in concert with the DC150. We need to
show our partners in funding for DC150
IF this all comes together it can be quite amazing.
Sent from my tablet

On Dec 18, 2014, at 9:32 AM, Kim Mushynsky <clerk@portclements.ca> wrote:

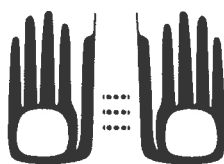
I see that the NDIT RAC meeting is January 9th so we should be able to
review this at the January 5th Council meeting and get a letter of support
out on the 6th.

Kim Mushynsky - BBA
Chief Administrative Officer
Village of Port Clements
Box 198
Port Clements, BC
V0T 1R0
250-557-4295

-----Original Message-----

From: Carol Kulesha [<mailto:kulesha@haidagwaii.ca>]
Sent: December-17-14 9:54 AM
To: Kim Mushynsky
Subject: Re: LOS request Port Clements

yes that will work but I also need your support for GwaiiTel (not Pt
Clements but we need the village's support) putting in an application to
NDIT economic infrastructure grant. It will greatly enhance our DC150



GwaiiTel

The Haida Gwaii Community Network

December 16, 2014

Village of Port Clements
Port Clements BC
(sent by email)

Honourable Mayor Ian Gould and Council

GwaiiTel is working towards bringing the highest quality Internet to the islands communities. We have a unique opportunity in front of us which is the application to Digital Canada 150. For details, click on the following link: [Digital Canada 150](#)

For this application to be successful, we need your assistance and partnership in the form of a letter of support. Our grant application will include funding to make existing island telecommunications better and accommodate future, increasing demands to help retain our youth and meet the needs of seniors within our communities.

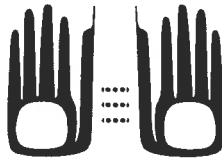
Although we will investigate a sub-sea fibre optic cable connection to the mainland, it is a longer term project requiring environmental studies, possible partnerships, special vessels, permits and technology. The Digital Canada 150 opportunity will prepare the island now for connecting to a sub-sea cable once the long-term planning is complete and funding has been secured for that sub-sea cable project.

Our goals for the Digital Canada 150 funding (if successful) will be to provide the following:

- 1- a second radio link from Masset to Mt. Hays to allow us to continue to address the islands' increasing demand.
- 2- a fibre optic backbone down the island, connecting Masset to Skidegate. This link will ensure connectivity, eliminate secondary charges and open doors to new services.
- 3- increasing Points of Presence throughout the island to bring the Internet to where your Internet provider can serve the remote, unserved and underserved homes throughout the area, and
- 4- equipment to aggregate our services and reduce bandwidth usage where possible.

This is a tremendous opportunity for 75% funding from DC 150 with applications accepted for up to \$10 million. We need your assistance in submitting the strongest application possible which requires demonstrating the islands' support for the application. We also need support at the Gwaii Trust table who has already heard from islanders that the Internet is essential economic infrastructure for Haida Gwaii. We need funding partners who will financially support the remaining 25% funding requirement.

Your support would be appreciated in the following ways:



GwaiiTel

The Haida Gwaii Community Network

- A letter of support to be submitted as part of the Digital Canada 150 program from a municipality that is a member of GwaiiTel.
- A resolution of council to support our application to Northern Development Initiative Trust for \$250,000 over 2 years. The application will be from GwaiiTel, a non profit society but needs your support. The application will be for part of the above needed infrastructure but indicate our partnership within the DC150 grant.
- Your support as a council to Gwaii Trust to encourage their major investment in partnering with GwaiiTel. It is their 25% that will determine how much our DC150 grant can accomplish. This is a very exciting time. There is an opportunity to resolve many of our internet issues but it depends on all of us working together.

For further information, please don't hesitate to contact me.

From: caityblue@gmail.com [mailto:caityblue@gmail.com] **On Behalf Of** Caitlin Blewett
Sent: December-10-14 1:31 PM
To: cao@portclements.ca
Subject: VOM Community Hall

Hello Kim,

I am in the process of putting together a grant on behalf of the Village of Masset for renovations to the community hall to increase energy efficiency and make the building more sustainable for the Village. I was wondering if you would be will to offer a letter of support for the project indicating the importance of the building to the islands as a whole and to your community. Please let me know if you have any questions or concerns, I am happy to chat by phone or email.

Thank you,

Caitlin

--

Caitlin Blewett, MPH

Grant writer, Village of Masset

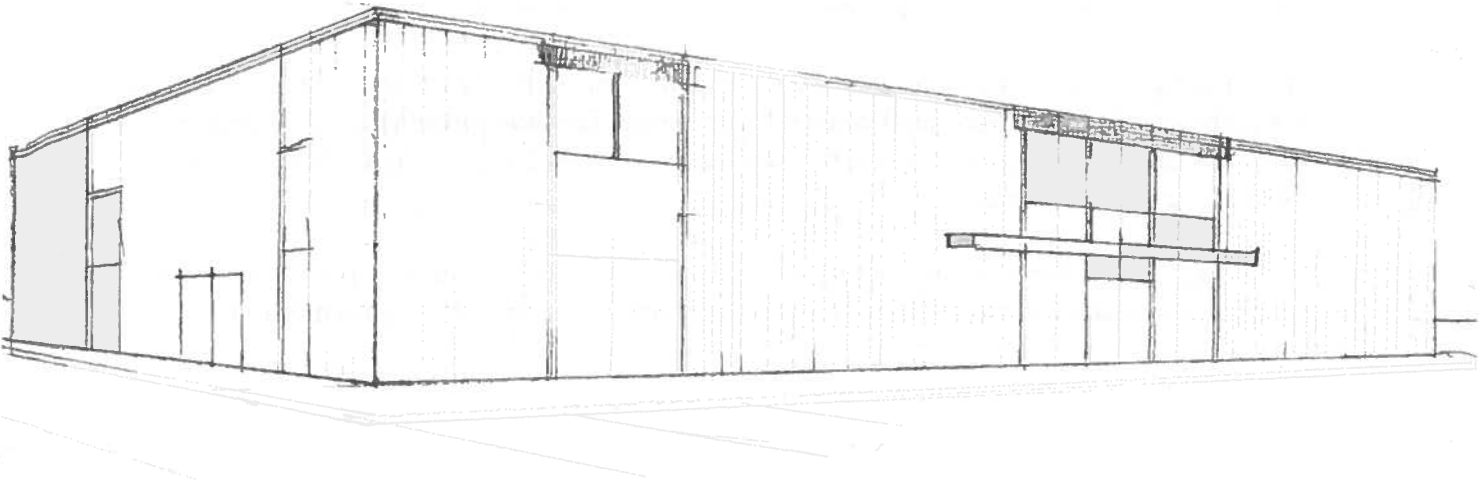
250-637-1559

blewett.caitlin@gmail.com

Applying to Gwaii Trust for \$170,000.
Total project cost \$340,332 according to discussion
with Caitlin.



KOOTENAY ENGINEERING LTD.



VILLAGE OF MASSET COMMUNITY CENTRE
ENERGY EFFICIENCY PROPOSED BUILDING UPGRADE
FEASIBILITY ESTIMATE

2254 DOGWOOD CR BOX 8. MASSET, B.C. V0T 1M0
250-626-3530 E-MAIL KOOTENAY @MHTV.CA

VILLAGE OF MASSET COMMUNITY CENTRE
ENERGY EFFICIENCY BUILDING UPGRADE
FEASIBILITY ESTIMATE

Background

The Village of Masset Community Centre building was constructed in 1975 and is 39 years old. The building foundation and steel structure is in generally good condition

The building envelope is typical of that era, a twenty year built up roof with one and a half inches of fibreboard insulation and metal walls with minimum fibreglass insulation. The poor energy efficiency of the existing envelope is reflected in the high cost of heating the building and the green house gas emissions.

The Village is considering constructing a new building envelope over the existing structure to significantly reduce the cost of heating the building and the green house gas emissions.

Scope of Work

This feasibility estimate is based on upgrading the building enclosure by installing 2 – one and a half inch layers of extruded polystyrene insulation over the roof and walls of the building.

The existing built up roof would be removed, two one and one half inch layers of polystyrene fastened in place with seams staggered and taped and a new 20 year built up roof installed.

The existing metal wall would be vertically strapped, two layers of XPS installation installed and taped and new exterior cladding installed.

Thermal resistance of insulation

The British Columbia Building Code, 2012 edition calls for minimum levels of Thermal Resistance of Insulation (RSI) for heated metal buildings of 3.3 for the roof and 2.3 for the walls.

The existing building has RSI of less than one for the roof and 1.5 for the walls.

Enclosing the building in 3 inches of EPS insulation would result in RSI of 2.65 for the roof and 4.5 for the walls.

In addition the upgraded building enclosure would significantly reduce air leakage from the building with a corresponding reduction in the number of air changes per hour and the cost of heat.

WALL MATERIAL UPGRADE

MASSET COMMUNITY HALL ENERGY UPGRADE

Feasibility Estimate

Wall length	320-0"
Wall Height	20-0'
Wall Area	6400 square feet

Studs @ 12" o/c X20'-0' long – 2.5 board ft. per stud
320 studs @2.5 = 1500 board feet
4.8 X 4' toggle bolts per stud = 1280 bolts.

Expanded Polystyrene insulation – 1 ½ ' thickness
1.67 X 6400 square feet = 10,700 square feet.

Rainscreen strapping 4" X ½" X 20' = 320 pcs
320 pcs X 6.8 square feet = 2200 square feet
220 square feet = 70 sheets ½' plywood.

Total material – wall upgrade	\$60,000
-------------------------------	----------

LABOUR

Install scaffolding, bolt strapping @ 12' centres, 2 layer insulation – joints staggered and taped, rain screen strapping and exterior finish – Crew of foreman plus 5 – 4 sides of building @ 5 days per side.

Total labour	\$70,000
--------------	----------

TOTAL ESTIMATED COST OF WALL UPGRADE	\$130,000
--------------------------------------	-----------

ROOF UPGRADE

Area 64 ft. X 96 ft. + 6,144 square feet

Remove existing finished roofing, install 2 – 1 ½ “ layers of expanded polystyrene insulation and a new torchon roof

TOTAL ESTIMATED COST OF ROOF UPGRADE	\$140,000
--------------------------------------	-----------

Indirects	\$ 18,000
-----------	-----------

Contingencies	\$ 12,000
---------------	-----------

TOTAL PROJECT ESTIMATED COST	\$310,000
------------------------------	-----------

Closure

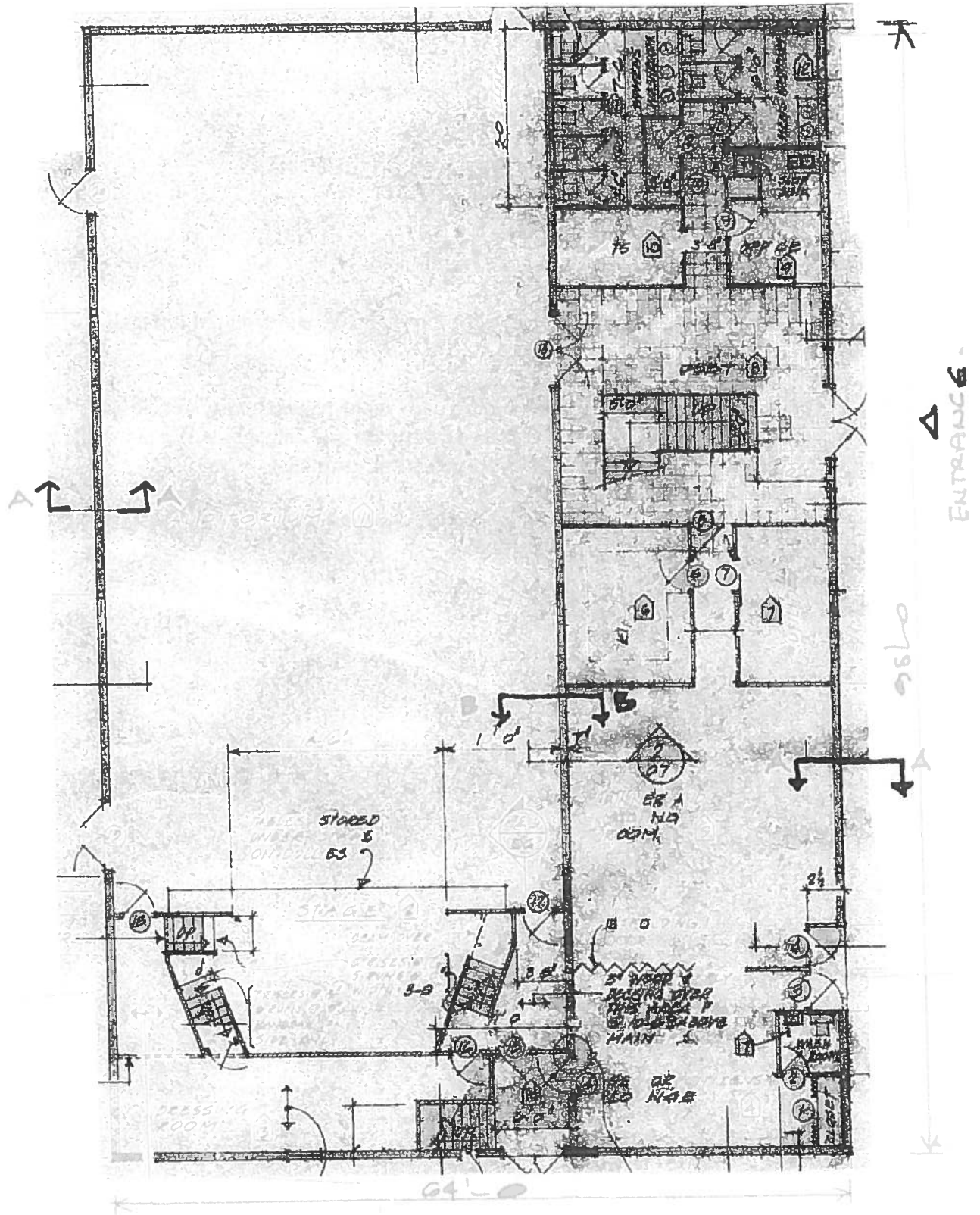
This feasibility estimate has been prepared for the exclusive use of the Municipality of the Village of Masset.

Any use or reliance on this estimate for a third party is the responsibility of said party and Kootenay Engineering Ltd. Accepts no responsibility for any damages suffered by said party as a result of decisions made or actions taken based on this estimate.

If there are any questions or concerns regarding the foregoing information please call Brian O'Hara, P. Eng., Kootenay Engineering Ltd. at 250-626-3530.

KOOTENAY ENGINEERING LTD.

Brian O'Hara, P. Eng.



MAIN FLOOR PLAN.

KOOTENAY
ENGINEERING LTD.

250 626 9530

BOX B MASSET BC V2T1M0
Kootenay Cmhe.ca



MASSET COMMUNITY HALL
ENERGY UPGRADE

MAIN FLOOR PLAN

DRAWN: **Boat**

DATE: 24.11.14

SCALE:

CHECKED:

DRAWING NO.

1 of 5

ACTION ITEMS

<u>#</u>	<u>Date</u>	<u>Description</u>	<u>Lead</u>	<u>Follow up</u>
A16	15-10-2012	Bus Shelter	Staff	Nov. 17 Council directed staff to research a solution as there were no expressions of interest from the public to build a shelter
A21	15-07-2013	Drainage concern at far end between Park & Tingley	Gaspar	Develop a plan for addressing this issue
A25	28-01-2014	Biomass heating system for Multiplex	Administrator	Decision made on engineering Nov. 24 boiler expected to be here by end of January 2015
A26	17-02-2014	Historic Councillor Plaque(s)	Gould	Design and create the necessary plaque(s) to mount ingraved plates from 1975 forward Slated for completion before yearend
A27	05-05-2014	Park Management Committee	Administration	Finalize park management plans after new Council has had a chance to review
A28	15-12-2014	Mail in Voting	Administration	Prepare a Bylaw and procedure for mail in voting before end of March 2015