



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 PM Regular Meeting of Council, Monday, August 16th, 2021

AGENDA

- 1. ADOPT AGENDA**
- 2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS**
- 3. MINUTES**
M-1— August 3, 2021, Regular Council Meeting Minutes
- 4. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS**
UB-1—Seeking Clarification from Council – Museum Request for \$2,000
- 5. ORIGINAL CORRESPONDENCE**
C-1—INFO – Improvement to Pre-Hospital Care System— City of Langley
C-2—INQUIRY—Use of Carbon Credits – Wendy Quinn
C-3—INFO – GayGahlda Changing Tide Framework Agreement – Government of Canada, Province of BC & CHN
- 6. FINANCE**
- 7. GOVERNMENT**
G-1—Council Remuneration Bylaw No. 465, 2021
Recommended motion: THAT Council reconsiders and adopts the Council Remuneration Bylaw No. 465, 2021.
G-2—Policy Review
- 8. NEW BUSINESS**
- 9. REPORTS & DISCUSSIONS**
R-1—INFO - Regular Report on Current Operations – Jana Zamyslicka, CAO
- 10. ACTION ITEMS**
A-1- Action Items List
- 11. QUESTIONS FROM THE PUBLIC & PRESS**
- 12. IN-CAMERA**
90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:
(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;
- 13. ADJOURNMENT**



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Minutes of the Regular Meeting of Council, Tuesday, August 3rd, 2021

Present:

Mayor Doug Daugert
Councillor Kelly Whitney-Gould
Councillor Kazamir Falconbridge
Councillor Ian Gould
Councillor Brigid Cumming

Deputy Clerk Elizabeth Cumming

Members of the Public and Press: Sgt. Damon MacDonald

Meeting Called to Order at 7:00 PM

Mayor Daugert: I call to order this meeting of the Council of the Village of Port Clements being held on the traditional territory of the Haida People.

1. ADOPT AGENDA

2021-08-161—Moved by Councillor Falconbridge, seconded by Councillor Cumming
THAT Council adopts the August 3, 2021, Regular Council meeting Agenda as presented.
CARRIED

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

D-1— Introduction to New Staff/Update on Policing Activities - SGT Damon MacDonald, RCMP

T-1— Opening of Offers for #6 Bayview Drive

1st opened: Randolph O'Brien with an offer of \$25,500

2nd opened: Smither's Medical Dental Plaza Ltd with an offer of \$19,600

3rd opened: CMW Professional Corporation with an offer of \$17,103

4th opened: James Massie with an offer of \$30,760

Highest valid offer is James Massie with an offer of \$30,760

3. MINUTES

M-1— July 12th, 2021, Regular Council Meeting Minutes

2021-08-162—Moved by Councillor Falconbridge, seconded by Councillor Whitney-Gould
THAT Council adopts the July 12th, 2021, Regular Council Meeting Minutes as presented.

CARRIED

4. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

BA-1—Rise & Report – In-Camera Council Meeting July 27th, 2021:

- THAT the Village has applied for the Canada Community Revitalization Fund for a Community Park Improvement Project and will be utilizing reserves, or gas tax, or other funding to cover the municipal portion of the project.

M-1

From prior In-Camera Meetings:

- o That Council agreed with Northern Health Mental Health & Addictions Advisory Committee's request to provide \$15,000 in funding, with the provision that the funding be used in its entirety by December 31st, 2022, and semi-annual reports and financial updates be provided by the committee
- o That Council provided a letter of support for the Island Protocol Table's Grant Application to the Gwaii Trust Society for funding.

5. ORIGINAL CORRESPONDENCE

C-1—INFO – Adopted Resolutions – City of Mississauga

C-2—INFO—CEO Retirement – MIABC

C-3—INFO—June 2021 Regional Meetings with Minister Josie Osborne and Minister David Eby – Ministry of Municipal Affairs

2021-08-163—Moved by Councillor Cumming, seconded by Councillor Falconbridge

THAT Council receives items C-1 to C-3.

CARRIED

C-4—REQUEST—Endorsement of Legislative Initiatives Motion M-1 for a Green New Deal and Motion M-94 – MP Peter Julian

2021-08-164—Moved by Councillor Falconbridge, seconded by Councillor Gould

THAT Council receives the request from MP Peter Julian for the Endorsement of Legislative Initiatives Motion M-1 for a Green New Deal and Motion M-94.

CARRIED

C-5—REQUEST—Support for Resolutions – District of Sicamous

2021-08-165—Moved by Councillor Cumming, seconded by Councillor Falconbridge

THAT Council receives the request for support for resolutions from the District of Sicamous.

CARRIED

C-6—REQUEST—Crisis Line Service – Mark Baggaley

2021-08-166—Moved by Councillor Falconbridge, seconded by Councillor Cumming

THAT Council receives the request for a Crisis Line Service from Mark Baggaley.

CARRIED

2021-08-167—Moved by Councillor Falconbridge, and Councillor Gould

THAT Council writes a letter to Mr. Baggaley supporting his initiative to get more help for people and advising him to contact the Northern Health Haida Gwaii Mental Health & Addictions Advisory Committee as the best starting place, and CC the committee, while also expressing their condolences for his loss.

CARRIED

6. FINANCE

7. GOVERNMENT

G-1—July 2021 Safe Restart Funding Report – Haida Gwaii Mental Health and Addictions Advisory Committee

2021-08-168—Moved by Councillor Gould, seconded by Councillor Cumming

THAT Council receives the report from the Haida Gwaii Mental Health and Addictions Advisory Committee.

CARRIED

G-1—Council Remuneration Bylaw No. 465, 2021

2021-08-169—Moved by Councillor Falconbridge, seconded by Councillor Cumming
THAT Council does 1st & 2nd reading of Council Remuneration Bylaw No. 465, 2021.
CARRIED

2021-08-170—Moved by Councillor Falconbridge, seconded by Councillor Gould
THAT Council does 3rd reading of Council Remuneration Bylaw No. 465, 2021
CARRIED

G-2—Policy Review

2021-08-171—Moved by Councillor Cumming, seconded by Councillor Whitney-Gould
THAT Council receives the Policy Review Report.
CARRIED

Councillor Falconbridge left the meeting at 7:55 PM

2021-08-172—Moved by Councillor Gould, seconded by Councillor Whitney-Gould
THAT Council follows staff recommendations for changes on policy no. 2, Bursary Application Policy, to change "... parents/legal guardians who live in Port Clements" to "... parents/legal guardians whose primary residence is in Port Clements or own property in Port Clements"
CARRIED

Councillor Falconbridge rejoined the meeting at 8:01 PM

2021-08-173—Moved by Councillor Cumming, seconded by Councillor Gould
THAT Council accepts staff recommendations regarding policy No. 5, No. 8, No. 13, No. 14 & No. 15, with an additional change on policy no. 13 with a new special day for the remembrance of residential school deaths/suffering with the set date to be determined.
CARRIED

8. NEW BUSINESS

9. REPORTS & DISCUSSIONS

R-1—INFO - Regular Report on Current Operations – Jana Zamyslicka, CAO

Mayor Daugert:

July 14: BC Hydro Clean Power 2040- This was a report out from BC Hydro on their intentions going forward, largely regarding the mainland power grid. They outlined a number of initiatives designed to address their projected power demands over the next 19 years. These included upgrades to the transmission system (includes power lines and substations), some large battery storage station holding about 50megawatt-hours near the lower mainland, and homeowner generation through solar roofs through their net-metering program. They outlined how they plan to build capacity by purchasing more power than needed through independent power producers then selling the excess off to the US markets at a profit. This was all based on a set of assumptions including demand from electric vehicles, successful completion of site C, all their dams filling up from expected rainfall, etc. Included was a move to variable rate plans where power is more expensive at high demand times and cheaper at low demand times. They tried to answer a few questions about specifics to their program, but did not address questions about their assumptions.

July 16: North Coast Regional District, held in Dodge Cove. An interesting meeting with a long agenda package of 438 pages of information to discuss. Among the many topics were an overview from MIEDS as was presented at the last Port Council, the Wildfire Protection Plan for Area D, a zoning variance application in Sandspit, a subdivision on Tow Hill Road and updates on projects in the Prince Rupert area. Dodge Cove was interesting, but suffering from a very small population that is aging. With only about 28

full time residents, and only one child in the community, its full time residents are aging, while prices for recreational properties prevent many families from even considering it. The only family with school age children now resides in Prince Rupert during the week and returns on weekends.

July 20: Emergency Management Committee. We met and discussed the various steps we need to take to keep our committee up to date, including finding an Emergency Social Services chair and pursuing funding to get our Emergency Management Plan updated. Minutes were taken by Councillor Brigid Cumming, but we could not come to a decision on a permanent minute taker. The minutes will be available once approved.

July 21: Special Meeting of Council-Results already covered in the Rise and Report

July 28: FLNRORD on Modernizing Forest Policy. This 2-1/2 hour Zoom meeting was to present the governments intentions on forest tenures going forward. The Minister was not present, but represented by a deputy Minister Michael Pederson, Coast District Manager Sharon Hadway, and two other staff. FLNR is proposing to increase local and first nations tenures to benefit communities. Their goal is to have at least 20% of tenures owned by first nations. To achieve this they are proposing to take tenure away from large license holders (with compensation) and award it in woodlot and community forest tenures. They stressed their continued strong commitment to the current Market pricing system under BC Timber Sales. They were less transparent when asked specific questions including what is allowed regarding foreign ownership of tenures and if BCTS would change its policy around planning to include local watershed planning rather than scaling everything up to the Timber Supply area. They did offer that recent tenures to first nations would probably not be included in proposed cut reductions. It was mentioned that 2 sales had just occurred on Haida Gwaii, but not mentioned that these were the first sales in 4 years. While the Policy Intentions paper refers to local and indigenous communities, all the "local community" initiatives were spoken of as partnerships with first nations. It appears as if such partnerships are expected, if not required, for new tenure to go forward.

Decisions on allocations will be coming out fairly soon, but did not say what they were doing/who they were talking to – very vague.

Also attended Northern Health Meeting – no statistics to date, only useful thing is that if you lost track of your vaccination card you can go on your Northern ehealth site and find the record and print it off.

Councillor Whitney-Gould: Vibrant Community Commission – Julia Breese has started on contractor for community-based tourism website. Commission met on Wednesday on 28th and are remaining focused on swimming hole, had a site visit with Public Works, CAO, etc, to stay on same page and on target. Looking for quotes to replace shortfall from being unable to get tourism advocate and request scope change with Gwaii Trust. Will be off Island for next 2 weeks on next ferry (Friday), will be phoning in to next Council Meeting.

Councillor Gould: helping with the Vibrant Community Commission activities. VIRC has put in a new administrator in, who comes in from VIU as a library specialist, they put out a poll to see what people feel about in-person meetings. AGM will go back to in-person, not sure where it lies. Government legislation did not previously allow for teleconferencing with library boards. NDIT is also looking at holding meeting in-person in September in Terrace. On next Council Agenda can put recommendations from the Vibrant Commission regarding the tabled item regarding the Museum.

Councillor Cumming: Attended Council Meeting in July and the Special Meetings, Emergency Management Commission Meeting, and the meet n' greet with local MP at the Museum. Also found out information on status of electric vehicle charging stations on Island.

Councillor Falconbridge: July 20th attended Emergency Management Commission meeting, July 23rd attended Solid Waste Advisory Management Planning Committee, which was an introduction meeting. Clarification on Work Order process. Had informal meeting with regular users of the swimming hole and resident who lives across from it that heard a rumour about a changing room and identified that they didn't like a possible location. Remembered that there may be a potential issue with an old rotten bus in the area – maybe swimming hold project can be looked at as a cleanup of the area as well? Recommends talking with regular swimmers to get their opinions.

2021-08-174—Moved by Councillor Cumming, seconded by Councillor Falconbridge
THAT Council receives the written and verbal reports from Council and CAO Zamyslicka as presented.
CARRIED

10. ACTION ITEMS

A-1- Action Items List

11. QUESTIONS FROM THE PUBLIC & PRESS

12. IN-CAMERA

2021-08-175—Moved by Councillor Falconbridge, seconded by Councillor Cumming
THAT Council moves to the in-Camera Meeting per 90(2)(b) of the *Community Charter* at 8:41 PM.
CARRIED

13. ADJOURNMENT

2021-08-176—Moved by Councillor Cumming
THAT the meeting be adjourned at 8:55 PM.
CARRIED

Mayor Doug Daugert

Deputy Clerk Elizabeth Cumming

M-1



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REPORT TO COUNCIL

Author: Elizabeth Cumming, Deputy Clerk
Date: June 12, 2021
RE: Seeking Clarification from Council – Museum Request for \$2,000

BACKGROUND:

In December 2020, the Museum submitted its regular request to Council to receive a \$3,000 grant for regular operating costs and \$2,000 for serving as the Tourism Information Centre for Port Clements in 2021.

DISCUSSION:

This request went to Council's 2021 budget meetings, and Council approved and budgeted for the \$3,000 grant – separating it out from other Council Grants with its own unique budget line.

It is unclear if Council similarly approved the \$2,000 requested. It does not have its own budget line and would continue to fall under as a Tourism expense.

In 2020 Council did not agree to pay the \$2,000 requested, as due to the pandemic there was not a tourist season and the Museum was closed. In 2020, the budget was set at \$6,000 which did not include the Museum's request for tourism funding; the 2021 budget did not change from the previous year, also being set for \$6,000. In 2019 the budget was set for \$8,000, which included the Museum's requested \$2,000 (which was the same budget in 2018). This may suggest that Council did not approve the request for \$2,000 in 2021's budget.

In 2020, only \$4,200 (rounded) was spent on tourism, mostly on the development of new bench sites in the community and improvements at the sani-station. As of July 2021, no tourism expenditures have been made on the 2021 budget. There is still the full \$6,000 available to be used, though that may be because typical advertising costs did not occur this year (in 2020 there were advertising costs at the beginning of the year before the pandemic), though it is unclear if it was intended to have more projects like the development of more bench sites or for it to go towards other priorities identified in the Strategic Plan related to tourism.

The Museum is intending to reopen on July 15th with their regular summer hours (7 days a week, 10 AM – 4 PM), and potentially reverting to winter hours by September 15th or 30th. Typically, the Museum starts its summer hours in June, so this a shorter time they are open and operating as a tourist information centre.

There have been some calls from potential tourists regarding our Sunset Park campground. With the lifting of restrictions, some tourists are making or intending to make their way to Haida Gwaii this summer.

CONCLUSION:

Staff need clarification from Council if it was intended to provide the \$2,000 requested by the Museum for serving as the Tourist Information Centre in 2021. It is not an obligation for Council to provide funding, nor is Council required to provide the specific amount being requested. Council has provided funding in previous years when there has been a tourist season.

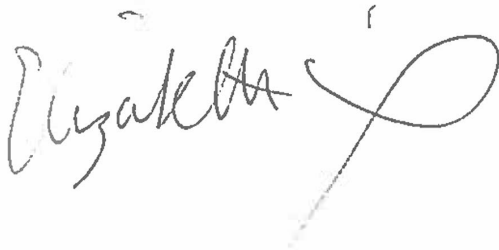
If Council did not consider it as part of their budget, then staff will simply notify the Museum that their request for the \$2,000 was not approved. This potential has already been identified by staff when the Museum asked for an update. The Museum is being sent the \$3,000 payment for their regular operations as that was clearly approved by Council (given that it was specifically budgeted for).

STRATEGIC (Guiding Documents Relevancy – Strategic Plan, Official Community Plan)
N/A

FINANCIAL (Corporate Budget Impact)
If Council considered the request included in the 2021 budget when they set it, then there is no financial impact – it is accounted for in the budget. If Council identifies that they did not include the \$2,000 request as part of the tourism budget for 2021, then it is not part of the budget. If it is not part of the budget, it will be identified to the Museum that their request for \$2,000 was not approved.

ADMINISTRATIVE (Workload Impact and Consequence)
N/A

Respectfully submitted:

A handwritten signature in dark ink, appearing to read "Lizaketa", followed by a large, stylized flourish or loop.

File: 0110.00

July 29, 2021

Honourable Premier John Horgan
Province of British Columbia
PO Box 9422 Stn Prov Govt
Victoria, BC V8W 9V1

Email: premier@gov.bc.ca

The Honourable Adrian Dix, M.L.A.
Minister of Health
PO Box 9050, Stn Prov Govt
Victoria, BC V8W 9E2

Email: HLTH.Minister@gov.bc.ca

Dear Premier Horgan and Minister Dix:

Re: Improvement to Pre-Hospital Care System

At its July 26, 2021 Regular Council meeting, the Council for the City of Langley adopted the following resolution regarding the above-referenced subject.

WHEREAS local governments have been raising concerns of long delays with ambulance response time and First Responders responding to increasing number of Medical Emergency Service Alarm (MESA) calls due to lack of inadequate number of ambulances being available.

WHEREAS the recent heat wave exacerbated the shortcoming of the pre-hospital care system which created unacceptable delays in ambulance response time.

WHEREAS First Responders had to respond to extraordinary number of Medical Emergency Service Alarm (MESA) calls during the recent heat wave and endured unreasonable delays in response time by the ambulance to release them from the calls.

WHEREAS First Responders play an essential role in the pre-hospital care system and in supporting BC Emergency Health Services (BCEHS) with the delivery of the quickest possible response to patients requiring time-critical care.

WHEREAS the Auditor General of British Columbia's report, published in February 2019, on Access to Emergency Health Services provided recommendations to make transformational changes to the pre-hospital care system.

WHEREAS Health Minister Adrian Dix announced on July 14, 2021 to improve ambulance response time by providing funding for 85 new full-time paramedics, 30 fulltime dispatchers, 22 new ambulances, and converting 22 rural ambulance stations to 24/7 ALPHA stations.

THEREFORE, BE IT RESOLVED that the Province of BC and BC Emergency Health Services (BCEHS) immediately allocate the funding to improve ambulance response

2

time; and to improve coordination with fire departments to support consistent application of medical standards, information sharing, an integrated dispatch system, and improvements to patient care as recommended in the Auditor General report.

BE IT FURTHER RESOLVED that Minister Dix take concrete actions to treat First Responders as an equal and an integral partner of the pre-hospital care system with adequate support (e.g. training) and resources (e.g. cost recovery) in order to achieve this goal; and that this motion be forward to Premier John Horgan; Minister Adrian Dix, Minister of Health; Andrew Mercier, MLA Langley, Susan Wannamaker, Executive Vice President, Clinical Service Delivery, Provincial Health Services Authority; and All municipalities in BC.

Yours truly,
CITY OF LANGLEY



Paula Kusack
Deputy Corporate Officer

cc: Andrew Mercier, MLA Langley
Susan Wannamaker, Executive Vice President, Clinical Service Delivery,
Provincial Health Services Authority
All municipalities in BC.

C-1

2021 August 2
Mayor Dargatzis and Council,

Do we on Haida Gwaii use our
forests - waterways - Marsh / bays to
generate Carbon Credits? -
Business and Governments, actively
seeking to reduce their Carbon

Footprint, purchase such Credits -
Sales generate funding which could be
used here - not only for conservation
but also Green Power -

Has this ever come up at Protocol
Meetings - Ever discussed? ?

We generate a lot of waste, burn
off Methane - This could all be
avoided - with the right machinery
It is being done - why not here?

48 Tingley St
Port Clements
B.C.
Gavin

**GayGahlda****“CHANGING TIDE”****Framework for Reconciliation**

This Agreement is dated this 13th day of August 2021.

AMONG:

HAIDA NATION, as represented by the Council of the Haida Nation (**“Haida Nation”**)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Crown-Indigenous Relations (**“Canada”**)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Indigenous Relations and Reconciliation (**“British Columbia”**)

(Collectively, the **“Parties”**)

WHEREAS:

- A.** The Parties intend to foster a new nation-to-nation relationship based on the recognition of Haida Title and Rights, through cooperation, partnership, and reconciliation;
- B.** Haida Gwaii is the homeland of the Haida Nation and, in accordance with Haida laws and ways of life, the Haida Nation has governed and vigorously protected its interests in respect of Haida Gwaii, Haida Title and Rights, and Haida culture from colonial exploitation;
- C.** The Haida Nation has never ceded, sold, released, surrendered or transferred title to Haida Gwaii;

- D. On June 21, 2021, Canada enacted the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) Act*. This Act provides a path forward for Canada to work together with Indigenous peoples, including the Haida Nation, to fully implement UNDRIP;
- E. In November 2019, British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act* to create a path forward that respects the human rights of Indigenous peoples, including the Haida Nation;
- F. The Haida Nation, Canada and British Columbia have initiated reconciliation through the *Gwaii Haanas Agreement*, the *Gwaii Haanas Marine Agreement*, the *Kunst'aa Guu–Kunst'aayah Reconciliation Protocol*, and the *SGaan Kinghlas Memorandum of Understanding*, laying the groundwork for further reconciliation and collaboration; and
- G. While the Parties plan to resolve the issues in the Litigation through the negotiations and Reconciliation Agreement(s), the Parties recognize that some issues may need to proceed to trial and if so, will do so in a manner that is respectful of their relationship now and into the future.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 PURPOSE

- 1.1 This Agreement sets out the process for the Parties to embark on negotiations that, among other things, will reconcile pre-existing Haida sovereignty with assumed Crown sovereignty and will be capable of evolving over time based on the co-existence of Crown and Haida Nation governments and the ongoing process of reconciliation.
- 1.2 The first step is to establish and implement Good Faith Measures and negotiate the terms and agenda for Reconciliation Agreement(s) that will include priority topics, identified in section 6.2, with negotiation of further agreements on specific topics.

2 DEFINITIONS

- 2.1 “Agreement” means this ‘GayGahllda Changing Tide’ Framework Agreement between the Haida Nation, Canada, and British Columbia.
- 2.2 “Chief Negotiator” means a person appointed by a Party as its chief negotiator and includes a person designated by a Chief Negotiator to act in place of the Chief Negotiator for negotiations.
- 2.3 “Dispute” means: (a) a disagreement about the interpretation or implementation of this Agreement; or (b) an impasse in negotiations of a topic for negotiation listed in section 6

which, in the view of a Chief Negotiator, constitutes a barrier to achieving a negotiated resolution; but does not refer to disagreements arising under any other agreement which includes its own dispute resolution process.

- 2.4 “Good Faith Measures” means any legally binding agreement that implements a good faith measure negotiated pursuant to subsection 6.1.
- 2.5 “Haida Gwaii” is the territory identified in the map attached as Schedule “A” and includes Haida Gwaii Marine and Haida Gwaii Terrestrial.
- 2.6 “Haida Gwaii Marine” is the marine area of Haida Gwaii, and includes the intertidal area.
- 2.7 “Haida Gwaii Terrestrial” is the land area of Haida Gwaii, and does not include Haida Gwaii Marine.
- 2.8 “Island Community” refers to the collective of people in the villages, towns and rural settings of Haida Gwaii.
- 2.9 “Litigation” means the legal action *The Council of the Haida Nation et al v. HMTQ BC and AGC*, BCSC Action L020662.
- 2.10 “Protected Areas” means those lands and waters identified as “Protected Areas” in the map attached as Schedule “B.”
- 2.11 “Reconciliation Agreement(s)” means any agreement(s), including any final agreement or schedule, that is negotiated pursuant to this Agreement and which sets out the constitutional relationship between the Parties, and defines their respective powers, authorities, jurisdictions and duties in relation to each other and Haida Gwaii.

3 PRINCIPLES

In negotiating the Reconciliation Agreement(s), the Parties will be guided by the following principles:

- 3.1 The Haida Nation asserts its inherent Title throughout and Rights with respect to Haida Gwaii.
- 3.2 British Columbia recognizes that the Haida Nation has inherent Title throughout and Rights with respect to Haida Gwaii Terrestrial, including the inherent right of self-government.
- 3.3 Canada recognizes inherent Haida Title and Rights throughout Haida Gwaii Terrestrial, including the inherent right to self-government.
- 3.4 The Parties agree to negotiate in good faith with respect to the application of inherent

Haida Title and Rights through the Reconciliation Agreement(s) and Good Faith Measures.

- 3.5 The Council of the Haida Nation is the principal governing body of the Haida Nation under the *Constitution of the Haida Nation* and “Haida citizens” are as defined in the *Constitution of the Haida Nation*.
- 3.6 The Parties share the common objective that the Reconciliation Agreement(s) will benefit and improve the quality of life for the Island Community.
- 3.7 The Parties recognize that inherent Haida Title and Rights include the right to make laws and to manage lands and resources in Haida Gwaii Terrestrial.
- 3.8 The Parties will negotiate in good faith to reconcile their respective interests, including with respect to laws and management of resources in Haida Gwaii Marine.
- 3.9 The Reconciliation Agreement(s) will further clarify and harmonize each Party’s responsibilities, jurisdiction and management of Haida Gwaii through practical, innovative and unique arrangements, including consideration of concurrent laws and titles, cooperative measures, and weighted authorities.
- 3.10 The Parties undertake to achieve reconciliation through an orderly process that provides for the continuing and routine delivery of services, including but not limited to health, education, transportation and municipal affairs.
- 3.11 Consistent with previous undertakings, the Haida Nation reaffirms that island residents will not be dispossessed of lands and property.
- 3.12 Private lands, except those lands acquired by the Haida Nation, will remain under exclusive provincial jurisdiction, except as provided through negotiated Reconciliation Agreement(s).
- 3.13 Any acquisition of private lands by the Haida Nation will be on a willing seller-willing buyer basis.
- 3.14 The Parties agree that existing local municipalities will continue to be incorporated and operated under provincial jurisdiction and that any sale of public lands within municipalities will be subject to the approval of the Haida Nation and British Columbia.
- 3.15 The Haida Nation and British Columbia will review and may, by agreement, amend the boundaries of municipalities.
- 3.16 Unless otherwise agreed to by the Haida Nation and British Columbia, the development of any non-renewable resources on Haida Gwaii will be subject to mutual agreement.
- 3.17 The Parties intend that the negotiations may result in Reconciliation Agreement(s) that

will be protected under the *Constitution Act, 1982* and the *Constitution of the Haida Nation*.

- 3.18 This Agreement, subsequent agreements, and their negotiation will meet the standards of and protect all rights of the Haida Nation as recognized in the *United Nations Declaration on the Rights of Indigenous Peoples*.

4 CO-DEVELOPMENT OF MANDATES

- 4.1 The Parties will co-develop mandates sufficient to address the matters set out below in section 6: Agenda for Negotiations, and those mandates are to be consistent with the purpose and principles of this Agreement.
- 4.2 Notwithstanding subsection 4.1, the Parties acknowledge that they will each have to seek approval for Good Faith Measures and final ratification of the Reconciliation Agreement(s).
- 4.3 Consistent with subsection 4.1, the Parties may raise any issue that they view as significant to reconciliation and the cooperative relationship between the Parties, including longstanding issues previously raised by the Haida Nation that are not covered by Canada or British Columbia's existing mandates. Mandates will be sought, if needed, to settle these issues.
- 4.4 In preparing submissions to their principals, the Parties will work collaboratively to ensure all perspectives are brought forward and considered in seeking approvals of mandates and the Reconciliation Agreement(s).
- 4.5 It is recognized that Canada may have obligations under public international law that may affect federal or provincial mandates. Canada may identify such obligations it believes relevant to the negotiations.

5 NEGOTIATION AND LITIGATION

- 5.1 The Parties are currently the parties to the Litigation.
- 5.2 Trial of the action will not commence while the Parties are engaged in good faith negotiations.
- 5.3 The Parties will ask the Court to fix a trial date for the Litigation that reflects the time frame required for the negotiations under this Agreement.
- 5.4 While making best efforts through the negotiation processes set out in this Agreement to seek agreement on subject matters in the Litigation, the Parties will continue preparations for trial under case management which may include but are not limited to bringing and

responding to applications, conducting depositions, completion of document production, conducting examinations for discoveries, and preparation and service of expert reports.

- 5.5 The Parties acknowledge that resolution of subject matters through negotiations may be incremental.
- 5.6 Where agreement is reached through the negotiations on one or more of the subject matters in the Litigation, the Parties' litigation counsel will discuss whether it is appropriate to reflect such agreement(s) in the Litigation.
- 5.7 Without agreement of the Parties, subsection 7.1 applies to these reconciliation negotiations undertaken pursuant to this Agreement which are privileged and may not be disclosed or relied upon in the Litigation except to the extent and in the manner set out in subsections 5.6, 5.8, 5.9 and 5.10.
- 5.8 Where the Parties agree under subsection 5.6 to reflect in the Litigation a negotiated agreement, litigation counsel will attempt to come to agreement on an appropriate mechanism to do so, which could include but is not limited to admissions, amendment of pleadings, or a consent order.
- 5.9 If all Parties agree to do so, the Parties' litigation counsel may seek the input of the case management judge on the appropriate mechanism to be used under subsection 5.6.
- 5.10 Where the Parties' litigation counsel do not reach agreement under subsection 5.6 on the appropriate mechanism to be used, they will consider dispute resolution options to try to reach such agreement, including but not limited to those available under the Rules of Court, such as judicial mediation by a judge other than the case management judge, or a dispute resolution process adopted under section 9 of this Agreement.
- 5.11 At any time, but no less than one year before the scheduled trial date, the Parties will make an assessment of their progress and determine: a) whether there is sufficient progress in the negotiations to support a decision to enter into an abeyance agreement of the Litigation in whole or in part; or b) adjourn the Litigation for an additional period of time; or c) whether all or parts of the Litigation should proceed to trial as scheduled.

6 AGENDA FOR NEGOTIATIONS

6.1 Good Faith Measures

- (a) As first negotiation priorities, Canada and British Columbia, in collaboration with the Haida Nation, will each identify and seek the required authorities, and a level of resources in support of Good Faith Measures. The Parties will make best efforts to complete the approval of the resources required for these Good Faith Measures.

- (b) Good Faith Measures are in support of priorities as identified by the Haida Nation, which could include:
 - 1. transfer of certain forested lands to the Haida Nation such as the lands within the boundaries of Tree Farm Licence 60;
 - 2. acquisition on a willing seller-willing buyer basis of:
 - i. forest tenures,
 - ii. privately managed forest lands,
 - iii. other lands of economic importance to the Haida Nation, or
 - iv. specific existing commercial enterprises;
 - 3. an interim agreement regarding BC Timber Sales on Haida Gwaii;
 - 4. interim support for Haida Nation governance capacity in order to further develop Haida governance referenced in subsection 6.2(b)(1);
 - 5. support for social and cultural measures, such as longhouses, amenities, and language;
 - 6. support for the pursuit and implementation of priority business opportunities; and
 - 7. support to create a socio-economic development plan for the Haida Nation.
- (c) Canada and the Haida Nation will address fisheries and marine matters, including:
 - 1. maintaining a closure of the commercial sea cucumber fishery on Haida Gwaii until a cooperatively developed and endorsed management plan is complete;
 - 2. initiating work to cooperatively develop a sea cucumber management plan, including stock assessment for Haida Gwaii, making best efforts to complete the plan within three years;
 - 3. addressing access to any future commercial sea cucumber fishery on Haida Gwaii; and
 - 4. other commitments made through Agreements described in subsections 6.1(d) and 6.2(c).
- (d) The Parties acknowledge there are ongoing negotiations between the Haida Nation and Canada with respect to fisheries and marine resources, including the *Fisheries Resources Reconciliation Agreement* among the Haida Nation, Coastal First Nations and Canada which confirms commercial fisheries access for the Haida Nation before addressing rights, provides for community-based fisheries, and establishes a collaborative governance structure and process. The results of these negotiations may be integrated into and built upon in Good Faith Measures or Reconciliation Agreement(s).

6.2 Priority Topics for Negotiation

- (a) In addition to the Good Faith Measures under subsection 6.1, the Parties recognize the utility of identifying Priority Topics for negotiation. The Parties acknowledge that negotiations can begin immediately on Priority Topics but it is understood that due to their overall complexity, some items may require additional time.
- (b) The Parties intend to address the following Priority Topics under subsection 6.2(a):

1. Haida governance, including:
 - i. adjustment to a post reconciliation agreement cooperative governance system;
 - ii. ongoing fiscal relationships with Canada and British Columbia to support Haida governance, including institutions;
 - iii. seeking mandates to implement the details of how Canada and British Columbia will recognize the Haida Nation as a distinct order of government;
 - iv. determining divisions and relationships of jurisdictional and management powers over Haida Gwaii; and
 - v. without prejudice to this long-term goal, and in aid of achieving it, various incremental agreements may be negotiated as stepping-stones.
2. the Haida Nation will continue to formalize agreements with neighbouring First Nations as to their respective territorial boundaries with Haida Gwaii;
3. the development of an integrated and collaborative approach for the planning and management of Protected Areas on Haida Gwaii, to achieve the longer-term goal of Haida Nation jurisdiction and management;
4. the Parties will define each Party's responsibilities, jurisdiction and management of Haida Gwaii Terrestrial through practical, innovative and unique arrangements, including:
 - i. delineating private lands on Haida Gwaii and public lands within municipalities;
 - ii. repatriation of lands; and
 - iii. Haida land status and the mechanism for holding Haida land;
5. Taking into account spatial considerations and limitations related to jurisdiction, international and constitutional legal obligations, and other matters, the Parties will define each Party's roles and responsibilities in the management of Haida Gwaii Marine through practical, innovative and unique arrangements, including:
 - i. pursuant to 6.2(b)(5)(i), development and implementation of strategies for the management of fisheries and marine matters, including through implementation of the *Fisheries Resources Reconciliation Agreement* and the *Reconciliation Framework Agreement for Bio Regional Ocean Management and Protection*, where applicable;
 - ii. identification of fish habitat restoration and enhancement priorities and resources for restoration and enhancement activities;
 - iii. cooperative work to apply principles of stewardship and respect to fisheries management on Haida Gwaii, including reviewing and identifying ways to address potential gaps in existing policies or measures through implementation of the *Fisheries Resources Reconciliation Agreement* or other means; and
 - iv. other commitments made through Agreements described in subsections 6.1(d) and 6.2 (c);
6. addressing the Haida Nation's right to redress, including just, fair and equitable compensation, consistent with Article 28 of the *United Nations Declaration on the Rights of Indigenous Peoples*. For greater clarity, where there have been and continue to be third parties who have been granted rights and privileges by the

Crown, the Crown alone will bear responsibility for redress and compensation to the Haida Nation; and

7. the overall fiscal framework for the negotiation and implementation of the Reconciliation Agreement(s).
- (c) The Parties will identify and coordinate efforts across existing processes between the Haida Nation, Canada and British Columbia with respect to marine resources, ocean protection, and marine management. This includes, but is not limited to, the implementation of the *Reconciliation Framework Agreement for Bio Regional Ocean Management and Protection*. The results of these processes may be integrated into and built upon in Good Faith Measures or Reconciliation Agreement(s).
 - (d) Reconciliation of provincial, federal and Haida laws will be discussed as part of the negotiation of each of the priority topics described above and long-term agenda items described below.

6.3 Long-term Agenda for Negotiations

- (a) The Parties intend to address the following issues in the long-term including, but not limited to:
 1. Environmental Issues:
 - i. climate change;
 - ii. carbon sequestration;
 - iii. low carbon economy and lifestyle;
 - iv. fish enhancement;
 - v. fish habitat restoration;
 - vi. wildlife habitat restoration; and
 - vii. migratory birds.
 2. Social and Community Health and Wellbeing:
 - i. education;
 - ii. health, medical and wellbeing;
 - iii. amenities for children, Elders and youth; and
 - iv. language, heritage and other culture measures.
 3. Economic Wellbeing:
 - i. commercial fisheries;
 - ii. food security and food production;
 - iii. renewable resources;
 - iv. non-renewable resources;
 - v. economic investment and opportunities;
 - vi. carbon credits; and
 - vii. gaming.
- (b) The Parties also intend to address access to, generation and sharing of, information and data relevant to negotiation and implementation of Reconciliation Agreement(s).

- (c) The subject matters identified above are not intended to be exhaustive and may be amended from time to time.

7 GENERAL PROVISIONS

- 7.1 This Agreement describes the intention of the Parties and is not legally binding. Subject to section 5, this Agreement and any related negotiations are without prejudice and cannot be used, construed or relied on by any Party in any proceeding as evidence or admission of the nature, scope or content or geographic extent of Haida Nation's Aboriginal rights, including title, or of Crown interests.
- 7.2 The fiscal resources for the Good Faith Measures provided by Canada that are described in 6.1(b), with the exception of 6.1(b)(4), will be considered an advance section 35 rights settlement payment. Subject to terms and conditions to be negotiated between the Haida Nation and Canada, the agreed-to economic value of Good Faith Measures that are described in 6.1(c) and 6.1(d), with the exception of 6.1(c)(2), will be considered an advance section 35 rights settlement payment. The advance section 35 rights settlement payments referred to in this section and payments under any Reconciliation Agreement(s) will be offset against any amount that Canada pays under a final negotiated section 35 rights settlement or must pay under a court award. For greater certainty, any funding from federal programs of general application for which the Haida Nation may be eligible will not be considered an advance section 35 rights settlement payment under this section.
- 7.3 The fiscal resources or economic value of the Good Faith Measures provided by British Columbia and described in 6.1, with the exception of 6.1(b)(4), will be considered an advance section 35 rights settlement payment. Subject to a negotiated agreement, the fiscal resources or economic value will be offset against any amount that British Columbia either agrees to pay under a negotiated Reconciliation Agreement or must pay under a court award. For greater certainty, any provincial program funding for which the Haida Nation may be eligible will not be considered an advance section 35 rights settlement payment under this section.
- 7.4 This Agreement is not a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982*, but is intended to lead to Reconciliation Agreement(s), which will be protected under the *Constitution of the Haida Nation* and the *Constitution Act, 1982*.
- 7.5 This Agreement, upon execution by the Parties, will replace the *Haida Nation Framework Agreement* dated for reference January 28, 2009.
- 7.6 Nothing in this Agreement will be construed as affirming, recognizing, altering, abrogating or derogating from any title or rights of the Parties.

8 NEGOTIATING PROCESS

- 8.1 The process for recording and ratifying results of negotiations is as follows:
- (a) the Parties will record the results of each negotiation of a substantive issue in a Schedule;
 - (b) the Parties will signify their agreement on a substantive issue by initialling a Schedule; and
 - (c) once an agenda item has been approved by all the Parties, each Party will seek ratification of the Schedule.

9 DISPUTE RESOLUTION

- 9.1 The Parties are committed to resolving disputes arising in the course of negotiations undertaken pursuant to this Agreement. The Parties may utilize any dispute resolution mechanism as agreed, including mediation and/or hybrid processes and principles for dispute resolution derived from Crown and Haida Nation laws.
- 9.2 Without limiting the generality of subsection 9.1, to address disputes which arise at the table of these negotiations, the Parties agree to work together in a collaborative, respectful and transparent way taking into consideration the Purpose and Principles set out in sections 1 and 3, and to take the following steps to address Disputes:
- (a) Chief Negotiators Forum
 1. If a Chief Negotiator determines that there is a Dispute, that Chief Negotiator shall provide written notice to the Chief Negotiators of the other Parties.
 2. When the Chief Negotiators receive written notice of a Dispute pursuant to subsection 9.2(a)(1), the Chief Negotiators, or their designates shall, within 10 business days, meet or provide a written response including a brief statement of their understanding of the Dispute and possible solutions.
 3. If the Dispute involves only two Parties, the third Party may choose to not participate. If a Party chooses not to participate, it will be deemed to have accepted the outcome of the process.
 4. The Chief Negotiators of the Parties to the Dispute will have 30 business days from the date of delivery of responses under subsections 9.2(a)(2) and (3) above, to attempt to resolve the Dispute and may use any process or approach they consider appropriate to fully explore the Dispute and potential solutions including a Haida law process.
 5. Each Chief Negotiator may invite additional Party representatives to participate in the process identified under subsection 9.2(a)(4) above, including Haida law and knowledge keepers, counsel, other experts and facilitators.
 6. The Chief Negotiators may take all steps as are necessary to resolve the dispute by agreement, including recommending to their Principals any measure for

consideration including amendments to this Agreement or a new more specific agreement relevant to resolving the dispute.

7. Each Chief Negotiator shall seek timely direction as required.
8. Timelines under this section may be reduced or extended by agreement of the relevant Chief Negotiators.

(b) The Principals Forum

1. For the purpose of this section the Principals are the relevant federal and provincial Deputy Ministers and the executive of CHN, or their designates.
2. If a dispute cannot be resolved by the Chief Negotiators, they shall jointly brief the Principals within 15 working days of the dispute process ending under the Chief Negotiators' Forum, including: the relevant facts, the nature of the dispute, each Party's position, and possible solutions.
3. The Principals shall make all reasonable efforts to resolve the dispute within 30 business days of receiving the notice and may use any process to resolve the Dispute. Without limiting the generality of this provision, any Party to the dispute may bring in other representatives to help resolve the Dispute.
4. The Principals may agree to seek to resolve the Dispute through facilitated dispute resolution, including mediation, in which case they will refer the Dispute to a mutually agreed-upon facilitator or mediator. Each Party shall pay its own costs and cover an equal portion of any common costs.
5. Timelines under this section may be reduced or extended by agreement of the relevant Principals.

(c) Ministers/ President of CHN

1. If the Principals are unable to resolve the dispute, a meeting will take place at a date set by the Parties, between the Ministers and the President of CHN.

10 SUSPENSION OF NEGOTIATIONS

10.1 If a Party wishes to suspend its participation in the negotiations contemplated by this Agreement, that Party will provide a minimum of 30 days' written notice to the other Parties. The notice will set out the reasons for the suspension and the date on which it is to commence.

10.2 Where a Party provides notice under subsection 10.1:

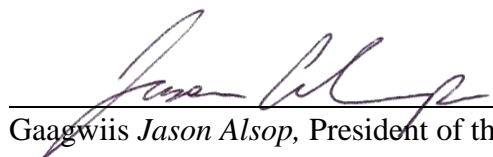
- (a) before the suspension takes effect, the Parties will meet and make reasonable efforts to resolve the dispute or issue(s) that lead to the notice of suspension; and
- (b) if the issue(s) are not resolved by the suspension date, the Parties will continue to make reasonable efforts to resolve the dispute or issue(s) for a further 60 days, or longer if agreed by the Parties, including using dispute resolution pursuant to section 9. Where possible, these efforts will be made prior to the suspension; otherwise efforts will be made as soon as practicable after the suspension.

11 TERMINATION OF NEGOTIATIONS

- 11.1 If the negotiations have been suspended and have not been resolved after undertaking dispute resolution or after the time period contemplated by 10.2(b), a Party may terminate this Agreement by providing 30 days written notice to the other.

IN WITNESS WHEREOF the Parties hereby execute this Agreement as of the date first written above.

SIGNED ON BEHALF OF THE HAIDA NATION,
as represented by the Council of the Haida Nation



Gaagwiis Jason Alsop, President of the Haida Nation

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA, as represented by the
Minister of Indigenous Relations and Reconciliation

The Honourable Murray Rankin

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Crown-Indigenous Relations

The Honourable Carolyn Bennett

11 TERMINATION OF NEGOTIATIONS

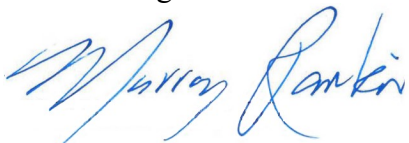
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The Honourable Carolyn Bennett

Schedule A

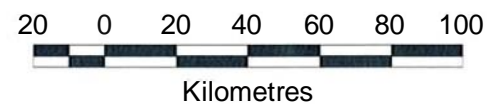
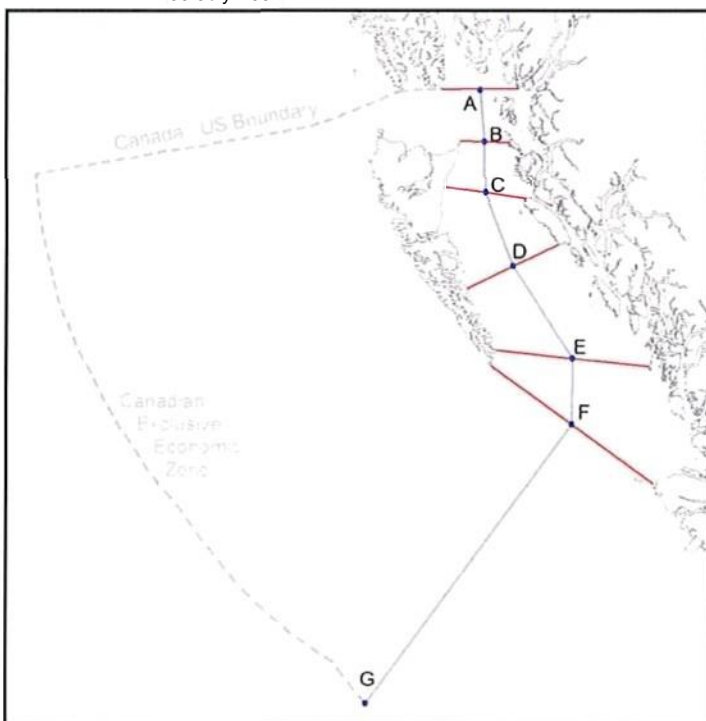
Haida Gwaii

Coordinates in UTM Zone 9 (metres)

Label	Latitude	Longitude
A	348,813	6,063,183
B	354,075	6,005,638
C	354,213	5,949,126
D	385,477	5,866,629
E	451,544	5,764,381
F	450,879	5,690,936
G	222,511	5,380,719

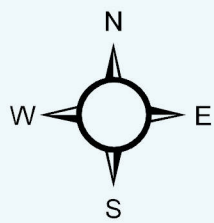


COUNCIL OF THE HAIDA NATION
30 July 2004



Map Projection: UTM Zone 9

Schedule B Protected Areas in Haida Gwaii



VILLAGE OF PORT CLEMENTS

Council Remuneration Bylaw #465, 2021

A BYLAW TO PROVIDE FOR THE REMUNERATION OF THE COUNCIL OF THE VILLAGE OF PORT CLEMENTS

WHEREAS the *Community Charter* allows for remuneration and payment of expenses for Mayor and Councillors;

NOW THEREFORE the Council of the Village of Port Clements in open meeting assembled enacts as follows:

TITLE

This Bylaw may be cited as "Council Remuneration Bylaw No. 465, 2021".

INTERPRETATION

- (1) Unless otherwise provided in this Bylaw, words and phrases used herein have the same meanings as in the *Community Charter*, *Local Government Act* and the *Interpretation Act* as the context and circumstances may require.
- (2) A reference to an Act in this Bylaw refers to a statute of British Columbia, and a reference to any statute, regulation, bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time.
- (3) Words in the singular include the plural, words in the plural include the singular, he/him/his includes she/her/hers and vice versa.
- (4) "Member" refers to a member of Council, being Mayor or Councillor.
- (5) "term" refers to the 4-year period that Councillors and Mayor are elected to serve in their roles at the General Local Elections.
- (6) Headings are for convenience only and must not be construed as defining or limited the scope or intent of the provisions.

SEVERABILITY

If any part of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid part is severed, and the remainder of the Bylaw continues to be valid.

REMUNERATION

- (1) The Mayor shall be paid an annual sum of \$5,000 for the discharge of the duties of office.
 - a. Effective January 1, 2023 the annual sum paid to the Mayor will be increased to \$10,000 for the discharge of the duties of office.

- (2) Each Councillor shall be paid the annual sum of \$3,000 for the discharge of the duties of office.
- a. Effective January 1, 2023 the annual sum paid to each Councillor will be increased to \$6,000 for the discharge of duties of office.
- (3) One third of this annual sum is an allowance for expenses incidental to the discharge of the duties of office, separate from the actual expense claims submitted by Council as per Village policy.
- (4) Mayor and Council shall be paid this annual sum out on a quarterly basis at the end of March, June, September and December of the year.
- (5) In recognition of the importance of electronic communication capabilities for members, members will receive \$500 per term on Council for the purchase, maintenance and connectivity fees related to a laptop/computer/ipad or other electronic communication device.
- a. This payment will only be provided to the member if they submit a request for reimbursement by providing the receipts of the expense to the Village Office.
- b. Purchase, maintenance, and connectivity fees of electronic communication devices bought within the last 6 months of the term, are ineligible expenses for the purposes of this bylaw.
- c. The \$500 per term is not carried forward if unused within the term, its value expires with the expiry of the term.
- (6) Council Remuneration Bylaw #418, 2014 is hereby rescinded.

READ A FIRST TIME THIS 3rd DAY OF AUGUST, 2021

READ A SECOND TIME THIS 3rd DAY OF AUGUST, 2021

READ A THIRD TIME THIS 3rd DAY OF AUGUST, 2021

RECONSIDERED AND FINALLY ADOPTED THIS ____ Day of ____, 2021

Doug Daugert
MAYOR

Jana Zamyslicka
CHIEF ADMINISTRATIVE OFFICER

CERTIFIED A TRUE COPY OF VILLAGE OF
Council Remuneration Bylaw No. 465, 2021



The Village of
PORT CLEMENTS
"Gateway to the Wilderness"
REPORT TO COUNCIL

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

Author: Elizabeth Cumming, Deputy Clerk
Date: August 16, 2021
RE: Policy Review

BACKGROUND:

Council has many policies that do not appear to have been kept to a regular review schedule.

DISCUSSION:

While policies may not need to change, they should be looked at every couple of years (2-4 years, or at least once a Council term) so that there is an opportunity to change them if needed and to otherwise ensure that they continue to be in line with Village values/objectives/operational realities.

Policy No. 07, 2012: Live Aboard Policy

There are no recommended changes currently. Staff are investigating into the referred 'Appendix A' as it was not together with the policy (typically, once policies are adopted and signed, they are scanned together with their appendixes to be one pdf document). It is likely that rather than the fees being an appendix in a policy document, the *Port Clements Moorage and Fees Bylaw No. 409, 2014* would need to be amended to include specific fees for live aboard separate from other vessels, as policies cannot amend or set aside terms of bylaws (bylaws trump policies).

Policy No. 09, 2013: Ditch Infill Policy

The policy could be amended to include under #3 that the municipality will use the construction standards as set in the *Master Municipal Construction Documents* to determine the material requirements and other standards that a homeowner must meet. There are no other recommended changes.

Policy No. 10, 2013: Respect in the Workplace Policy

No recommended changes currently.

Policy No. 11, 2015: Donations of Gifts Policy

No recommended changes currently.

61-2

Policy No. 12, 2015: Social Media Policy

The only recommendation would be to identify more clearly that Village social media pages are not intended as an alternative means to access municipal services/conduct business (ex. inquiries into operations, submitting complaints, creation of Work Orders, requests for information into tax and utility accounts balances, etc), but for information sharing relevant for the community (ex. event posters, notices/information on meetings/activities). When residents want access to services/business, they need to contact the Village office directly in person, by phone or by email.

CONCLUSION:

Council should review and consider the policies. If Council believes there is a policy that needs significant revision, then direction should be given to staff to research the policy (ex. to compare with other municipalities, legislation, and potentially legal) and come back to Council later with a recommendation/draft policy revision.

STRATEGIC

(Guiding Documents Relevancy – Village Policies)

Village policies give direction to staff, Council and residents on how municipal operations/services are handled in the circumstances outlined in the policies. Policies are also part of the village's legal defense if issues happen— if a policy is set and followed, it provides a strong legal defense for the Village.

FINANCIAL

(Corporate Budget Impact)

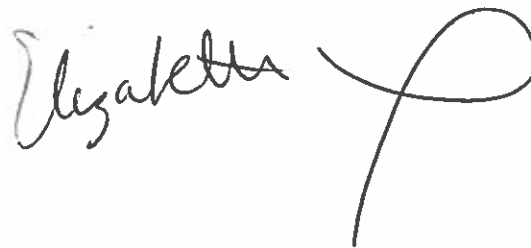
Changes in policies can have direct or indirect financial impacts, depending on the policy.

ADMINISTRATIVE

(Workload Impact and Consequence)

Administrative staff are involved in researching and updating policies, staff also enforce and implement policies.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Elizabeth", followed by a large, stylized flourish or loop.

Village of Port Clements

Live Aboard Policy

Policy No. 07, 2012

Prepared by Chief Administrative Officer Kim Mushynsky

Adopted: Sept 4, 2012 - Resolution # 2012-246

1.0 Definitions

Float Home: means a structure incorporating a flotation system, intended for use or being used or occupied for residential purposes, containing one dwelling unit only, not primarily intended for or useable in navigation and does not include a water craft designed or intended for navigation.

Live-Aboard: means a vessel licensed or registered by Transport Canada as suitable for navigation which serves as a residence for its owner(s).

Vessel Converted to Residence: means a vessel formerly licensed or registered by Transport Canada as suitable for navigation but which is no longer used nor licensed for navigation, and which has had its primary means of propulsion removed or rendered inoperable.

2.0 General

For the purposes of this policy, the terms Float Home, Live-Aboard and Vessel Converted to Residence are interchangeable and the same rules apply in all cases. The purpose of this policy is to define the regulations surrounding the approval of Live-Aboard vessels and the pricing structure affixed to these vessels. The intent of the Village of Port Clements is to develop regulations which provide for safe and environmentally sound management of the docks and also acknowledge and properly account for the costs to the municipality to provide these services.

3.0 Compliance Requirements

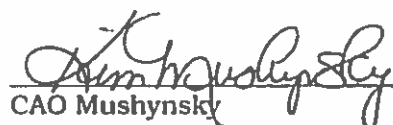
- 3.1 Live Aboard vessel owners require written permission from the Village of Port Clements in order to locate at either the Small Craft Harbour dock or the Rainbow Wharf.
- 3.2 No live-aboard vessels shall discharge sewage into the waters within five (5) kilometers of the Rainbow Wharf or the Small Craft Harbour dock. Discharge of sewage within this boundary is cause for instant termination of moorage privileges.
- 3.3 Live-aboard vessels which have any type of solid fuel-burning fireplaces/appliances must have the vessel inspected by the Fire Chief prior to moorage approval.
- 3.4 Certified 2.5kg ABC portable fire extinguishers shall be placed at the entrance of the vessel and additional ones placed on every level of the vessel.
- 3.5 Vessel owners shall provide the Village of Port Clements, annually, proof of third party liability insurance of an amount no less than two million dollars (\$2,000,000.00).
- 3.6 Sufficient fastenings shall be available to prevent each Live-aboard vessel from separating from the float due to list, wind or grounding, yet should be of a type that can be readily disconnected in case of fire necessitating moving of the vessel.

4.0 Fee Schedule

Refer to attached Appendix A for fees associated with Live-Aboard moorage at each of the Small Craft Harbour and Rainbow Wharf in Port Clements.



Mayor Cheer



CAO Mushynsky

6-2

Village of Port Clements

Ditch Infill Policy

Policy No. 09, 2013

Prepared by Kim Mushynsky - CAO

Adopted: October 21, 2013

Adopted amended policy: August 21, 2017

Last Reviewed: August 2017

Next Review: July 2019

Policy statement:

PREAMBLE:

This policy documents the circumstances and general process requirements for homeowners wishing to alter ditches adjacent to their property. The purpose of this is to allow the Village of Port Clements to consider the requests from Residents while maintaining proper drainage and safety standards. This policy only applies to Village roads, therefore Bayview Drive, Dyson Street and Cedar Avenue East are exempted from this Policy as the Ministry of Transportation has their own procedural requirements for ditches.

DEFINITIONS:

Ditch – a natural or artificial watercourse ranging from a depression, or swale, to an open channel that conveys water runoff from both public and private properties.

Ditch alteration – the addition of earthworks, landscaping works and/or pipes to a ditch system which eliminates a defined ditch system.

Ditch Infill – the replacement of a ditch with a culvert covered by earth and sod.

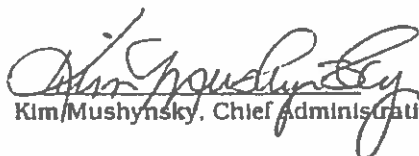
Drainage Basin – the extent of the area served by a ditch system.

Swale – a shallow grassed drainage channel with gently sloping sides

POLICY:

1. All ditch alteration requests must be submitted to the Public Works department in writing with a drawing delineating the limits of the ditch alteration.
2. Adjacent property owners will be made aware of the application in writing, by Village staff, and given an opportunity to comment on the request.
3. Public Works will determine the material requirements and any particulars unique to the property in question (such as catch basin installation, culvert size, etc.). The homeowner will be informed in writing of these requirements. If there is other work beyond the normal scope of ditch alteration (such as hydrant adjustment) these additional costs will be charged out separately.
4. Public Works reserves the right to deny any ditch alteration request.
5. An appeal to a denial from Public Works would be made to Council.
6. In addition to the specifications given to the homeowner under #3, the homeowner and/or the contractor responsible for the work shall have appropriate liability and property damage insurance not less than \$2,000,000. A fully refundable damage deposit in the amount of \$1000.00 shall be required before work can commence. The deposit will be returned within 90 days of completion of the work but will be held a minimum of 45 days to watch for any deficiencies/concerns with the work. The deposit may be used to correct deficiencies or finish work if required.
7. After approval Public Works must be called to inspect the site at two stages; first inspection is prior to backfilling to verify connections and ensure quality standards and the second inspection will be to verify completion of the project. Failure to adhere to the material requirements and particulars identified by Public Works in the approval process could result in forfeiture of the damage deposit to be used to undertake the necessary work.
8. Applicants are responsible for the purchase and installation of all approved materials required to complete the job.


Urs Thomas, Mayor


Kim Mushynsky, Chief Administrative Officer

6-2

Village of Port Clements

Respect in the Workplace Policy

Policy No. 10, 2013

Prepared by CAO Kim Mushynsky

Adopted: November 21, 2013

Objective:

- to formalize the responsibility and commitment of the Village of Port Clements to ensure the workplace is free from any form of discrimination or harassment (including sexual harassment and bullying).
- to provide processes and procedures to handle complaints and remedy situations if workplace discrimination, harassment, bullying or conflict occurs.

Policy:


- **Harassment is not acceptable in the operations of the Village of Port Clements. Everyone has a right to a harassment free environment and everyone has a responsibility to ensure that the Village of Port Clements is a harassment free place to work.**
- **This policy applies to all employees, Mayor, Council Members, Volunteers and Contractors who are working on projects for the Municipality.**

GENERAL

- Getting along with co-workers may not always be easy, but making an effort to resolve conflict at work should be the goal of all. It is the expectation that each person will try his/her best to get along with co-workers, Council and management.
- Discrimination refers to unfair, differential treatment of individuals and is prohibited by law. The BC Human Rights Code protects all from discrimination on the following grounds: race, colour, ancestry, place of origin, religion, marital status, physical or mental disability, sex, sexual orientation, age, political belief or unrelated criminal or summary conviction.
- Bullying/Harassment means engaging in a course of annoying comment or conduct that is known, or ought reasonably to be known, to be unwelcome but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. Bullying can also be described as the assertion of power through aggression. Harassment includes, but is not limited to, physical threats or intimidation and words, gestures actions or jokes which may humiliate, degrade or abuse someone and distribution.
- Sexual harassment is uninvited, unwelcome conduct that is sexual in nature. Sexual harassment includes, but is not limited to, jokes, innuendoes or derogatory comments regarding someone's body, appearance, physical or sexual characteristics, displaying sexually offensive pictures and unwanted physical contact of any kind.

PROCEDURE

- Those who feel subject to, or who are aware of an incident of discrimination or bullying/harassment, are encouraged to try and communicate directly with the other individual involved and advise him/her that the behavior is unwelcome. If an individual does not feel able to communicate directly with the other person involved he/she should discuss the issue with a member of management or from Council if that is more appropriate. All incidents of discrimination and/or bullying/harassment must be reported so that corrective action may be taken to stop the behavior.
- Each incident reported will be investigated in a timely manner and appropriate remedial action will be taken upon completion of the investigation. All complaints should be resolved within 60 days. Where warranted, disciplinary action will be taken. Individuals who file a complaint under this policy are still eligible to file a Human Rights complaint with the BC Human Rights Tribunal. Complaints to the BC Human Rights Tribunal must be filed within six months of the alleged incident.
- An allegation of harassment is an extremely serious matter. Complaints which are made in bad faith or which are vexatious or vindictive in nature may lead to discipline for the individual who filed the complaint.



Mayor Wally Cheer

Administrator Kim Mushynsky

**Village of Port Clements
Donations of Gifts Policy
Policy No. 11, 2015**

Prepared by Deputy Clerk/Treasurer Sharon Ferretti
Adopted: JULY 6, 2015


Policy: It is the policy of Council to provide a means for individuals, businesses or organizations to make donations of funds, outside structures and benches or plant items to the Village for the enhancement of the Village.

Background: From time to time the Village of Port Clements receives inquiries from various sources requesting to donate or bequeath to the Village on behalf of themselves or a deceased relative, benches or funds for the purchase and install as a special commemorative gift.

Goal: It is the goal of this policy to accept outside structures and benches, plant or monetary donations for the enhancement of the Village, and when deemed applicable, to clearly set out where the maintenance and responsibility of liability rests.

Objectives: To set guidelines for the acceptance of donations in the form of outside structures and benches, plant or monetary gift items, and to clarify the responsibility of any maintenance/upkeep of the donation.

1. To accept donations from donors in the form of outside structures and benches, plant or monetary value, who wish to contribute to the enhancement of the Village.
2. That the Village will take a picture of the donated item and record all information pertaining to the donation. This record is then to be submitted to the Port Clements Historical Society (museum) within thirty (30) days of the completed donation being installed for the Village's enjoyment.
3. That the Village is to provide an appropriate commemorative plaque, which at the time of deterioration of the donated item, will be removed and re-installed on the back of a pew at St. Mark's church.
4. That the Village is to issue an income tax receipt for all donations if requested.
5. That the donator be in consultation with the Village concerning installation of the item.
6. To limit the final decision on site location and the style of structure, bench or type of plant, to the Village.
7. To provide a line item in the Public Works Budget to provide funds to assist with the installation of the donated item to the Village under this policy.
8. That at the onset of needing repair or attention concerning unsightliness to include vandalism, and public safety the donator will be notified in writing by the Village of Port Clements, the notification to include a deadline date of not less than sixty days with action to be completed within thirty days by the donator to bring the item back to its original condition or it will be removed by the Village.
9. That the Village of Port Clements shall not be held liable in connection to the donated item as specified in Appendix 'A'.



Ian Gould
Mayor



Sharon Ferretti
Deputy Clerk/Treasurer

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Village of Port Clements
Donation of Gift(s) Form
Appendix A

Item(s) Donated:

Donation Made By:

Organization/Business/Individual

Representative/Contact Individual:

First and last name

Address and Contact Information:

Mailing address + phone/cell number(s)

Email:

As the representative/contact person for the above noted donation,

I _____ (individual's legal name) shall assume full responsibility for any maintenance/repair requirements as deemed necessary by the Village of Port Clements in keeping with beautification which includes vandalism, and public safety.

Date: _____

Donator/Representative's Signature

Village Of Port Clements

Village of Port Clements

Social Media Policy

Policy No. 12, 2015

Prepared by Chief Administrative Officer Kim Mushynsky

Adopted: May 4, 2015

POLICY PURPOSE

The purpose of this social media policy is to establish appropriate Staff and Council principles to guide how they represent the Village in an online, official capacity when they are speaking about the Village of Port Clements. For the purposes of this policy, social media is defined as websites and applications that enable users to create and share content or participate in social networking.

MONITORING

Village of Port Clements social media accounts will be monitored at least once per day Monday to Friday excluding Statutory Holidays.

POSTING

Employees and Council are representatives of the Village of Port Clements. As such they are expected to act with integrity when participating in any form of Social Media whether or not the activity takes place on personal or business time.

Tone shall be positive and professional.

Content, comments or links containing any of the following will not be allowed on the Village of Port Clements media sites:

- Contain abusive, obscene, indecent or offensive language
- Include defamatory, harassing or hateful remarks
- Encourage conduct that may or would constitute a criminal offence or give rise to civil liability, or that otherwise violates any local, provincial or national law.
- Are contrary to the principles of the Canadian Charter of Rights and Freedoms.
- Contain content from in-camera meetings.

RESPONDING TO COMMENTS & INQUIRIES

When an inquiry is posted that is general in nature and deemed useful for Village residents, responses will be posted back to the original commenters thread.

Should an inquiry be made that is specific to a resident's property or more personal in nature, the response shall be to request the individual to call the office for more information.

If there is a negative post, the Village will determine whether the best action is to respond or to delete the post.

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PERSONAL USE OF SOCIAL MEDIA

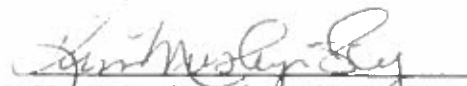
Staff or Council may not use a Village of Port Clements email address to set up a personal Social media account. In their capacity as private citizens, Staff and Councillors have the same rights of free speech as other citizens; however, they DO NOT have the right to represent the Village of Port Clements in their personal social media activity. Keep in mind when publishing information online that it can often be seen by more than just family and friends and can be forwarded on to an unintended audience. Staff and Council should also remember that thoughts they publish may be misunderstood as expressing the positions or opinions of the Municipality by virtue of their position within the Village of Port Clements. Caution is therefore advisable.

Village of Port Clements Staff and Council are expected to conduct themselves professionally whether on or off duty. If Council or Staff identify themselves as having a legal or employment relationship with the Village of Port Clements then all materials associated with their social media may reflect on the Village of Port Clements and therefore may be subject to the Freedom of Information and Protection of Privacy Act (FOIPPA).

Village of Port Clements Staff and Council shall not criticize the Village, Council or co-workers in social media. Inappropriate comments, photographs, links, etc. related to the Village of Port Clements could result in disciplinary action.

During election periods, Staff should refrain from following/liking political candidates as this could create a perception of implied endorsement of the candidate.


Mayor Ian Gould


Kim Mushynsky - CAO



REPORT TO COUNCIL

Author: Jana Zamyslicka

Date: August 16, 2021

RE: Regular Report on Current Operations

BACKGROUND:

The CAO updates Council at the Regular Council Meetings on current operations and challenges.

DISCUSSION:

The report is not an exhaustive list of operational activities that have occurred since the last update or are occurring, but to provide a general informational update and identify notable occurrences in current operations for Council.

Administration:

- The new CAO hire for Queen Charlotte stopped by to introduce herself, Courtenay Kirk, and she will be starting in November
- Hired Sunset Campground attendant, Lori MacFarlane who was the previous campground attendant.
- #6 Bayview Drive land sale was turned down by the first successful bidder due to illness. The next successful bidder was Randy O'Brien.
- Had a meeting with Hyland Fraser about proceeding with timber sales on the proposed sewage lagoon site, now that the OLTC has been signed and approved.
- Village's grant writer is looking for grant funding for review and updating of the Official Community Plan. As there was no funding provided in this years' budget for the OCP development, OCP work will not start until November of this year in preparation for an RFP for consultant selection. *for 2022*

Finance:

- Finance has nothing new to report for this period

Public Works:

- Equipment and van problems have been resolved. Will have to consider in next years budget, funding for a new van.
- Work is progressing on the PW yard improvements with the arrival of the 40 trees for fencing.
- Extensive increase in activity in the Community Park, with as many as 30 people attending a soccer game last week. This involves more cleanup and such but is a welcome sight.
- In the process of scheduling certification exam for PW Assistant water and wastewater. Also, PW Superintendent is completing required CEU units by December 31st, 2021 through a combination of industry conference as well as on-line courses.
- Industrial road has received a recent full grading and is in excellent condition

Respectfully submitted:

Jana Zamyslicka, CAO

August 16, 2021

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**Village of Port Clements
Council Meeting Action Items List**

<u>Action #</u>	<u>Date</u>	<u>Description</u>	<u>Lead</u>	<u>Follow up</u>
A1	2018-09-26	Amend the Campground Bylaw fees		Still needs to be reviewed.
A2	2021-07-12	Staff to provide a report for the first meeting in September on how to improve office/staff capacity with the intent to complete projects listed in the strategic plan in a more timely manner	CAO	
A3	2021-07-12	Staff to present three options to reengage the community for the purpose of sharing information and facilitating greater interest in municipal affairs	CAO	

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