



DISTRICT OF PORT HARDY

AGENDA REGULAR MEETING OF COUNCIL 7:00 PM TUESDAY, SEPTEMBER 11, 2012

MUNICIPAL HALL COUNCIL CHAMBERS

Mayor: Bev Parnham
Councillors: Janet Dorward, Jessie Hemphill, Al Huddleston, Rick Marcotte,
Nikki Shaw, John Tidbury

Staff: Rick Davidge, Chief Administrative Officer
Gloria Le Gal, Director Corporate Services
Allison McCarrick, Acting Director Financial Services
Trevor Kushner, Director of Operations

**DISTRICT OF PORT HARDY
AGENDA FOR THE REGULAR MUNICIPAL COUNCIL MEETING
7:00 pm TUESDAY SEPTEMBER 11, 2012
Council Chambers - Municipal Hall**

A. CALL TO ORDER

Time:

B. APPROVAL OF AGENDA AS PRESENTED (or amended)

Motion required

1. 2.

C. ADOPTION OF MINUTES

1 1. The minutes of the Committee of the Whole Meeting held August 14, 2012

Motion required

1. 2.

2-7 2. The minutes of the Regular Council Meeting held August 14, 2012.

Motion required

1. 2.

D. DELEGATIONS AND REQUEST TO ADDRESS COUNCIL

No delegations.

E. BUSINESS ARISING FROM THE MINUTES AND UNFINISHED BUSINESS

8 1. Council Action items. For information.

F. CORRESPONDENCE

9-10 1. Sarah Fraser, Executive Director, Regional Economic Operations, Ministry of Jobs, Tourism and Innovation re: Conclusion of Port Hardy Communities First Agreement. For information.

11 2. Email from Mitch Kenyon, Chief Operating Officer, Municipal Insurance Association of British Columbia (MIABC) (Aug.22/12) re: MIABC Voting Delegate and two alternates for Annual General Meeting, September 25, 2012.

Motion / direction

1. 2.

12-13 3. Memo from G. Le Gal, Director Corporate Services (Sept 7/12) re: Proposed Addition to Reserve, Kwakiutl Indian Band.

14-17 G. Behrens, Land Management and Leasing officer Team 2, Aboriginal Affairs & Northern Development Canada re: Addition to Reserve, Kwakiutl Indian Band

Motion / direction

1. 2.

G. NEW BUSINESS

No new business in agenda package.

H. COUNCIL REPORTS

Verbal reports from Council members.

I. COMMITTEE REPORTS

- 18-19 1. Operational Services Committee, minutes of the meeting held August 23, 2012. For information.

J. STAFF REPORTS

- 20-22 1. Accounts Payable August 2012. For information
- 23-24 2. Memo from Allison McCarrick, Acting Director Financial Services (Aug.17/12) re: Rupert Street Strata Properties. For information.
- 25 3. Memo from R. Davidge, Chief Administrative Officer (Sept. 7/12) re: Inspection of Public Buildings. For information.
- 26-29 4. Memo from Urban Systems (Sept.5/12) re: Primer for Comprehensive Zoning bylaw Review. For information.
- 30-55 5. Memo from R. Davidge, Chief Administrative Officer (Sept. 7/12) re: Cape Scott Wind Farm Inc. Transmission Line Agreement.

Motion / direction 1. 2.

- 56 6. Memo from Gloria Le Gal, Director Corporate Services (Aug.30/12) re: Community Consultative Committee Appointments.

Motion / direction 1. 2.

K. CURRENT BYLAWS AND RESOLUTIONS

- 57-65 1. District of Port Hardy Open Burning and Smoke Control Bylaw 15-2012. For Adoption

Motion required 1. 2.

- 66 2. District of Port Hardy Tax Sale Redemption Period Extension Bylaw 12-2012. For Adoption

Motion required 1. 2.

L. PENDING BYLAWS

No pending bylaws

M. INFORMATION AND ANNOUNCEMENTS

- September 17 Council Budget Meeting 1:00-4:00 pm, Council Chambers
September 17 Council to meet with A/Inspector, CO Services 4:00 pm, Council Chambers
September 18 Downtown Revitalization 10:00 am, Council Chambers
September 24-28 UBCM Convention, Victoria BC
September 25 Emergency Planning Noon, Council Chambers
September 26 Operational Services Committee - 9:00 am, Council Chambers
September 27 Occupational Health & Safety Committee 8:30 am, Council Chambers

N. NOTICE OF IN-CAMERA MEETING

No In-Camera Meeting scheduled at this time.

O. ADJOURNMENT

1. Time:

DISTRICT OF PORT HARDY
MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING
HELD ON AUGUST 14, 2012

CALL TO ORDER: Mayor Parnham called the meeting to order. Time: 5:35 pm

PRESENT: Mayor Parnham, Councillors Dorward, Hemphill, Marcotte

REGRETS: Councillors Huddleston, Shaw, Tidbury

ALSO PRESENT: Rick Davidge, Chief Administrative Officer
Gloria Le Gal, Director Corporate Services
Deb Clipperton, Director Financial Services

Media: None

Citizens: None

C2012-005
APPROVAL OF
AGENDA

APPROVAL OF AGENDA

Moved/Seconded/Carried
THAT the agenda be approved as presented.

STAFF REPORTS

Memos from G. Le Gal, Director Corporate Services

a. Bylaw Enforcement (Aug.8/12). Council direction requested.

A discussion was held on bylaw enforcement. Council does not wish to develop a bylaw to enforce general yard maintenance. Staff will work with the RCMP on street parking regulations. If properties are dilapidated and unkempt or if they pose a health risk, staff should contact the owners. After three attempts, the final attempt by registered mail, a report may go to Council requesting an order by Council to clean or repair the property.

Staff was directed to follow up with owners of the vacant commercial properties, where necessary.

Councillor Tidbury joined the meeting. Time: 6:22

Councillor Huddleston joined the meeting by telephone Time: 6:23

b. Zoning Bylaw Review (Aug 8/12). Issues for discussion.

A discussion was held on various zoning issues in preparation for the Zoning Bylaw Review.

Council rose. Time: 6:29 pm

CERTIFIED CORRECT

APPROVED

DIRECTOR OF
CORPORATE SERVICES

MAYOR

MINUTES OF THE DISTRICT OF PORT HARDY
REGULAR MEETING OF COUNCIL AUGUST 14, 2012

CALL TO ORDER: Mayor Bev Parnham Time: 7:00 pm

PRESENT: Mayor Parnham, Councillors Dorward, Hemphill, Marcotte, Tidbury

REGRETS: Councillor Huddlestan, Shaw

ALSO PRESENT: Rick Davidge, Chief Administrative Officer
Gloria Le Gal, Director Corporate Services
Deb Clipperton, Director Financial Services
Leslie Driemel, Recording Secretary

Media: None

Citizens: None

APPROVAL OF AGENDA

Mayor Parnham advised of two addendum to the agenda under Correspondence:

- 4. Mary Ellen Walling, Executive Director, BC Salmon Farmers Assoc. (Aug.8/12) re: Request for sponsorship for Annual General Meeting September 20, 2012.
- 5. Memo D. Clipperton, Dir. Financial Services (Aug 14/12 re: Mt. Waddington Highland Dance Association Grant in Aid request.

Christina Cheetham, Fundraising Chair, Mt. Waddington Highland Dancing Association (Aug 14/12) re: Request for sponsorship and donation of items for dancer welcome bags.

Moved/Seconded/Carried
THAT the agenda be approved as amended.

2012-172
APPROVAL OF AGENDA
AS AMENDED

ADOPTION OF MINUTES

- 1. The minutes of the Regular Council Meeting held July10, 2012.

Moved/Seconded/Carried
THAT the minutes of the Regular Council Meeting held July10, 2012 be approved as presented.

2012-173
MINUTES REGULAR
COUNCIL MEETING JULY
10, 2012 APPROVED

- 2. The minutes of the Special Open Meeting of Council held July 19, 2012.

Moved/Seconded/Carried
THAT the minutes of the Special Open Meeting of Council held July 19, 2012 be approved as presented.

2012-174
MINUTES REGULAR
COUNCIL MEETING JULY
19, 2012 APPROVED

DELEGATIONS

1. RCMP Staff Sgt G. Brownridge re: Quarterly Report

Staff Sgt. Brownridge reviewed the Quarterly Report for April, May and June 2012 with Council.

Council discussed with Staff Sgt. Brownridge false alarm incidents, the false alarm bylaw, uninsured / unlicensed vehicles parked on District streets and increased traffic and policing on the Holberg Road due to construction of the Cape Scott Windfarm.

BUSINESS ARISING FROM THE MINUTES AND UNFINISHED BUSINESS

1. Council action items were received as information.

CORRESPONDENCE

1. Email from Susan McEvoy, Secretary Federal Electoral Boundaries Commission for British Columbia re: New federal electoral districts, was received as information.
2. Press Release: Island Coastal Economic Trust (Aug.1/12) re: Appointment of Line Roberts as Acting CEO, was received as information.

Moved/Seconded/Carried

THAT the District of Port Hardy write a letter of thanks to Mr. Al Baronas for his time serving as Chief Executive Officer of the Island Coastal Economic Trust.

3. Copy of letter from Laura Taylor, Deputy Chief Administrative Officer, Village of Alert Bay To Hon. Terry Lake, Minister of Environment re: Cuts to Conservation Officer Service in the North Vancouver Island Region (July 30/12), was received as information.

Mayor Parnham advised that representatives of the Regional District of Mt. Waddington plan to meet with Minister Lake at the upcoming UBCM convention to discuss the cuts to the Conservation Officer Service in the North Vancouver Island Region.

ADDENDUM

4. Mary Ellen Walling, Executive Director, BC Salmon Farmers Assoc. (Aug.8/12) re: Request for sponsorship for Annual General Meeting September 20, 2012.

Moved/Seconded/Carried

THAT the District of Port Hardy provide a bronze sponsorship for \$1,000 for the BC Salmon Farmers Association annual general meeting on September 20, 2012 AND THAT the BC Salmon Farmers Association be asked to hold the 2013 Annual General Meeting in Port Hardy.

2012-175
THANK YOU LETTER TO
AL BARONAS, CEO
ISLAND COAST
ECONOMIC TRUST

2012-176
BRONZE SPONSOR BC
SALMON FARMERS
ASSOC. 2012 AGM

2012-177
MT. WADDINGTON
HIGHLAND DANCE
ASSOC. GRANT IN AID

5. Memo D. Clipperton, Dir. Financial Services (Aug 14/12 re: Mt. Waddington Highland Dance Association Grant in aid request was received as information.

Christina Cheetham, Fundraising Chair, Mt. Waddington Highland Dancing Association (Aug 14/12) re: Request for sponsorship and donation of items for dancer welcome bags.

Moved/Seconded/Carried

THAT the Mt. Waddington Highland Dancing Association be advised the District's grant in aid budget is fully allotted, of the Grant in Aid policy, procedure and deadlines AND THAT the District supply 150 pins for the dancer welcome bags.

NEW BUSINESS

No new business.

COUNCIL REPORTS

Councillor Marcotte reported on:

- Discussions with Mark Hutchison, owner of New Horizon Apartments regarding seniors housing.

Councillor Dorward reported on:

- Hosting Yoshinori Kanehira Mayor of Numata and Yoshihiro Kameya during the visit of the Numata delegation to Port Hardy in July.
- The possibility of the RCMP Musical Ride coming to Port Hardy in the summer of 2013.

Councillor Hemphill reported on:

- Attending the welcome for the Numata delegation in July and thanked the members of the Port Hardy Twinning Society for their hard work and efforts that made the visit very successful.
- Attending and taking part in Filomi Days events
- Being a member of the search committee with MLA Claire Trevena for nominations for the Queen Elizabeth II Diamond Jubilee Medal and requested Council members contact her with names of nominees.
- Being on leave for six months, until January 2013, from employment at the Kwakiutl Band office.
- The Port Hardy Heritage Society 30th Anniversary and forwarded an invitation from Jane Sutton, Museum Curator for Council to attend the anniversary celebrations August 26, 2012 from 1:00 - 4:00 pm at the Museum

COUNCIL REPORTS

Councillor Tidbury reported on:

- Attending meetings for the Executive of the Mount Waddington Health Network and advised a new coordinator has been hired.
- Taking part in Filomi Days events, Numata delegation visit and the Willy Mitchell / Stanley cup presentation in Port McNeill
- The visit of the Vancouver Island Health Authority Board of Directors to Port Hardy on September 19, 2012 at the Civic Center.

Mayor Parnham reported on:

- Vancouver Island Health Authority progress and plans for primary health care in Port Hardy.
- The Poverty Reduction Project and advised she has been asked to speak at the UBCM Convention.
- Attending an upcoming Island Coastal Economic Trust meeting and Geoscience BC mining workshop.

COMMITTEE REPORTS

1. Downtown Revitalization Committee, minutes of the special meeting held June 19, 2012 was received as information.

STAFF REPORTS

1. Accounts payable: June 2012 and July 2012 was received as information.
2. G. Le Gal, Director Corporate Services (July 24/12) re: Council Policy CP9.1 Beer Garden and Special Event Permits.

The Director of Corporate Services advised of changes needed to Council Policy CP9.1, Committee to Approve Public Events in order to authorize the Community Consultative Committee as the approving body.

2012-178
AMEND COUNCIL POLICY
9.1

Moved/Seconded/Carried
THAT Council Policy 9.1 be amended as presented.

3. G. Le Gal, Director Corporate Services (Aug.1/12) re: Zoning Bylaw Review Tenders.

The Director of Corporate Services advised Council of the review and rating process for the Zoning Bylaw Review tenders. Council was advised the five finalists were all good applications and rated in the 81-87% range.

2012-179
TE-1220-20-472 (2012)
ZONING BYLAW REVIEW
TO URBAN SYSTEMS

Moved/Seconded/Carried
THAT tender TE-1220-20-472 (2012) the Zoning Bylaw Review be awarded to Urban Systems at a cost of \$52,000 plus advertising and rental costs.

4. Email from G. Le Gal, Director Corporate Services (Aug 8/12) to Mayor Parnham and R. Davidge, Chief Administrative Officer re: Emcon ditch brushing.

2012-180
MIN. TRANSPORTATION
RE DITCH BRUSHING

Moved/Seconded/Carried
THAT a letter be written to the Ministry of Transportation expressing concern that ditch brushing is done only once every two years.

BYLAWS

1. District of Port Hardy Zoning Amendment Bylaw 14-2012.
 - a) Public Hearing was waived by Council as an Official Community Plan is in effect and the proposed changes are consistent with the plan (Local Government Act s890(4).

2012-181
BYL 14-2012 ZONING
BYLAW AMENDMENT
THIRD READING

- b) Third Reading District of Port Hardy Zoning Amendment Bylaw 14-2012.

Moved/Seconded/Carried

THAT the District of Port Hardy Zoning Amendment Bylaw 14-2012 receive Third Reading.

- c) Adoption District of Port Hardy Zoning Amendment Bylaw 14-2012.

2012-182
BYL 14-2012 ZONING
BYLAW AMENDMENT
ADOPTION

Moved/Seconded/Carried

THAT the District of Port Hardy Zoning Amendment Bylaw 14-2012 be adopted.

2. District of Port Hardy Gibraltar Road Closing Bylaw 16-2012. For Adoption.

2012-183
BYL 16-2012 GIBRALTAR
ROAD CLOSING
ADOPTION

Moved/Seconded/Carried

THAT the District of Port Hardy Gibraltar Road Closing Bylaw 16-2012 be adopted.

3. District of Port Hardy Open Burning and Smoke Control Bylaw 15-2012. For First, Second and Third Reading.

2012-184
BYL 15-2012 OPEN
BURNING & SMOKE
CONTROL 1ST, 2ND & 3RD
READING

Moved/Seconded/Carried

THAT District of Port Hardy Open Burning and Smoke Control Bylaw 15-2012 receive First, Second and Third Reading.

4. District of Port Hardy Tax Sale Redemption Period Extension Bylaw 12-2012.

- a) Memo from D. Clipperton, Director Financial Services (Aug.10/12) re: Extension of Tax Sale Redemption Period.

D. Clipperton, Director Financial Services advised there are more issues with strata units at tax sale than regular residential properties. There are outstanding strata fees that will default to the District, plus lost tax revenue if the tax sale deadline is not extended to give the property owner extra time to redeem the properties.

Council discussed the default deadline, the extension period and other options for use of the properties for low income and Vancouver Island Health Authority physician housing. Council discussed the need for more information regarding the outstanding strata fees and taxes.

Gloria Le Gal, Director Corporate Services advised Council that the three readings of the bylaw are necessary to meet the legislated deadlines for the tax sale extension. Council was advised that they could, after reviewing more information, either proceed with adoption or defeat the bylaw.

- b. District of Port Hardy Tax Sale Redemption Period Extension Bylaw 12-2012 for First, Second and Third Readings.

2012-185
BYL 12-2012 TAX SALE
REDEMPTION PERIOD
EXTENSION BYLAW 1ST,
2ND & 3RD READING

Moved/Seconded/Carried
THAT District of Port Hardy Tax Sale Redemption Period Extension Bylaw 12-2012 receive First, Second and Third Readings.

Council directed staff to bring forward more information regarding outstanding strata fees, property tax revenues and housing options for the properties affected by the bylaw.

ADJOURNMENT

2012-186
ADJOURNMENT

Moved
THAT we adjourn.

Time: 8:05 pm

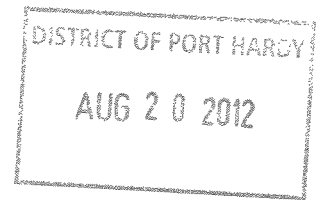
CORRECT

APPROVED

DIRECTOR OF
CORPORATE SERVICES

MAYOR

ITEM	ACTION – SPECIAL MEETING OF AUGUST 14, 2012	WHO	STATUS /COMMENTS
ICET News Release- Line Roberts appointed new CEO	Thank you letter to Al Baronas	MP	Done
BC Salmon Farmers Assoc. Request for Sponsorship for AGM.	Bronze Sponsorship, \$1,000 Approved. Ask to hold 2013 AGM in Port Hardy	AM RD	Done Done
Mt. Waddington Highland Dance Assoc. request for grant in aid and District pins	No funding available. Advise of grant in aid process Donation of 150 District pins approved. Advise	GL	Done
Council Policy CP9.1 Beer Garden & Special Events	Approved as amended. Circulate	LD	Done
Tender Award Zoning Bylaw Review TE-1220-20-472 (2012)	Tender awarded to Urban Systems as recommended. Advise	GL	Done
Email re: Emcon Ditching brushing on highways	Write a letter to Minister of Transport expressing concern that brushing is done only once every two years	RD	Meeting Ministry Staff at UBCM
ITEM	ACTION – REGULAR MEETING OF JULY 10 2012	WHO	STATUS /COMMENTS
Filomi Days Fireworks	Funding for Filomi Days Fireworks be approved as follows: \$6,000 previously approved and an additional \$2,000 from the Grant in Aid budget and an additional \$2,000 from the Contingency Fund if the Filomi Days Committee incurs a shortfall in funding. Issue funds	DC	Done
F&O re: Protection of Canadian Fisheries and public consultation meetings in the fall.	Mayor to write Minister of F &O and request public consultation meeting in Port Hardy	MP	Done
Letters regarding protection of fish habitat in waterways	Staff was directed to ask a local Department of Fisheries representative and Pacificus Biological Services to attend a Committee of the Whole in August to discuss the implications of Bill C38 and changes to the <i>Fisheries Act</i> will have on the municipality.	RD	In progress, request made to DFO
ITEM	ACTION – REGULAR MEETING OF JUNE 26, 2012	WHO	STATUS /COMMENTS
Ben York, A/Inspector, Conservation Officer Service re: deployment of Conservation officers	Invite to Comm of the Whole to discuss issue. Also invite reps from N.I. Communities, Bear Aware, and RCMP Prepare Briefing notes re history of CO service on North Island	RD	In progress
ITEM	ACTION – REGULAR MEETING OF MAY 22, 2012	WHO	STATUS /COMMENTS
G. Le Gal, Director Corporate Services (May 17/12) re: Carnarvon Place Park	Remove equipment. Prepare a report detailing all options for Council	TK TK	Completed Report: Ongoing
G. Wolden, Recreation Facility Foreman (May 17/12) re: Tender for Recreation Centre Whirlpool Construction.	All tenders rejected. Advise tender proponents. Review fibreglass option, VIHA requirements and time frame for approval and if possible tender and construct within this year.	GW & RD	Second Approval received
ITEM	ACTION – REGULAR MEETING OF APRIL 24, 2012	WHO	STATUS /COMMENTS
R.Scott School/SD 85 Commercial rentals	Review zoning issues with the upcoming zoning bylaw review	GL	In progress
ITEM	ACTION – REGULAR MEETING OF MARCH 13, 2012	WHO	STATUS /COMMENTS
Sustainability Committee - recommendation for public consultation on neighbourhood zero emission vehicles	Refer to new Community Consultative Committee to do	GL	In progress



Ref: 68682

Mayor Bev Parnham and Council
District of Port Hardy
7360 Columbia Street
P.O. Box 68
Port Hardy BC V0N 2P0

Dear Mayor Bev Parnham and Council:

Re: Conclusion of the Port Hardy Communities First Agreement

Thank you for supporting Port Hardy’s involvement in the Communities First Agreement (CFA) pilot program over the last year and a half. There have been some notable successes including the investment in the Bear Cove Marina and the asset mapping projects to attract foreign investment. These projects will impact the local economy and assist in your ongoing economic diversification efforts.

I consider the Communities First Agreement to be an innovative approach to fulfilling our commitment of working with communities and assisting them to respond to economic opportunities. The District’s participation in this agreement has produced results your community can look to for best practices in moving its projects forward in the future and for sharing lessons learned.

The Regional Economic Operations Branch from our Economic Development Division will continue to engage the District of Port Hardy on economic development related projects including support of the regional economic development meeting with Heiltsuk First Nation in Bella Bella.

I would like to congratulate the District of Port Hardy in your innovative approach to economic development and reiterate our commitment to work with the District to advance our economic development priorities.

...2/

DISTRICT OF PORT HARDY
AUG 20 2012

Page 2

I look forward to visiting your community in the near future.

Sincerely,



Sarah Fraser
Executive Director
Regional Economic Operations

pc: Khris Singh, Former Regional Manager, Vancouver Island/Coast Region
Rick Davidge, Chief Administrative Officer, District of Port Hardy

From: Mitch Kenyon [mailto:mkenyon@miabc.org]
Sent: August-22-12 6:07 PM
To: rickd@porthardy.ca
Subject: MIABC Voting Delegate

The 25th Annual General Meeting of the Subscribers of the Municipal Insurance Association of British Columbia is scheduled to take place at 3 PM on Tuesday, September 25th, 2012 in Victoria.

There will be three resolutions to expand coverage. There will also be elections for six directors on our Board; 5 directors at large and 1 Group D Representative (representing local governments over 25,000 population). Interested candidates should contact Councillor Wildeman, Chair of the Nominating Committee, c/o the MIABC office.

In accordance with Article 6.13 of the Reciprocal Agreement, the following Delegate and two Alternates have been registered with the MIABC to vote your interests. Any change to this information shall require a resolution of Council/Board to be forwarded to the MIABC by September 14th, 2012. Also, to improve communications, can you please provide us with e-mail addresses for the delegate and alternates at your earliest convenience?

Voting Delegate: Mayor Bev Parnham
Email address:

Alternate #1: Councillor Larry Woodall
Email address:

Alternate #2:
Email address:

Regards,
Mitch Kenyon



DISTRICT OF PORT HARDY INTEROFFICE MEMORANDUM

TO: Rick Davidge, CAO
FROM: Gloria Le Gal, DCS
SUBJECT: Proposed Addition to Reserve, Kwakiutl Indian Band
Kippase Indian Reserve No. 2
DATE: 7 September, 2012

We have received the attached notification that the Kwakiutl Indian Band has formally requested lands be added to Kippase Indian Reserve No. 2.

The District of Port Hardy holds a Right of Way over a portion of these lands for the purposes of sewer lines. An excerpt of the plan is attached. I have been advised by the Department of Justice that land cannot be added to a reserve if there is an encumbrance on the land. They have asked if we would release this Right of Way and I have declined and advised them that we are in favour of finding other alternatives. The Department of Justice is currently working on this matter.

There is also a concern that there has not been any consultation between the District and the Kwakiutl to discuss their future infrastructure needs. The District provides water, sewer and fire services to the Kwakiutl and their plans will have an impact on our long term planning.

Recommendation

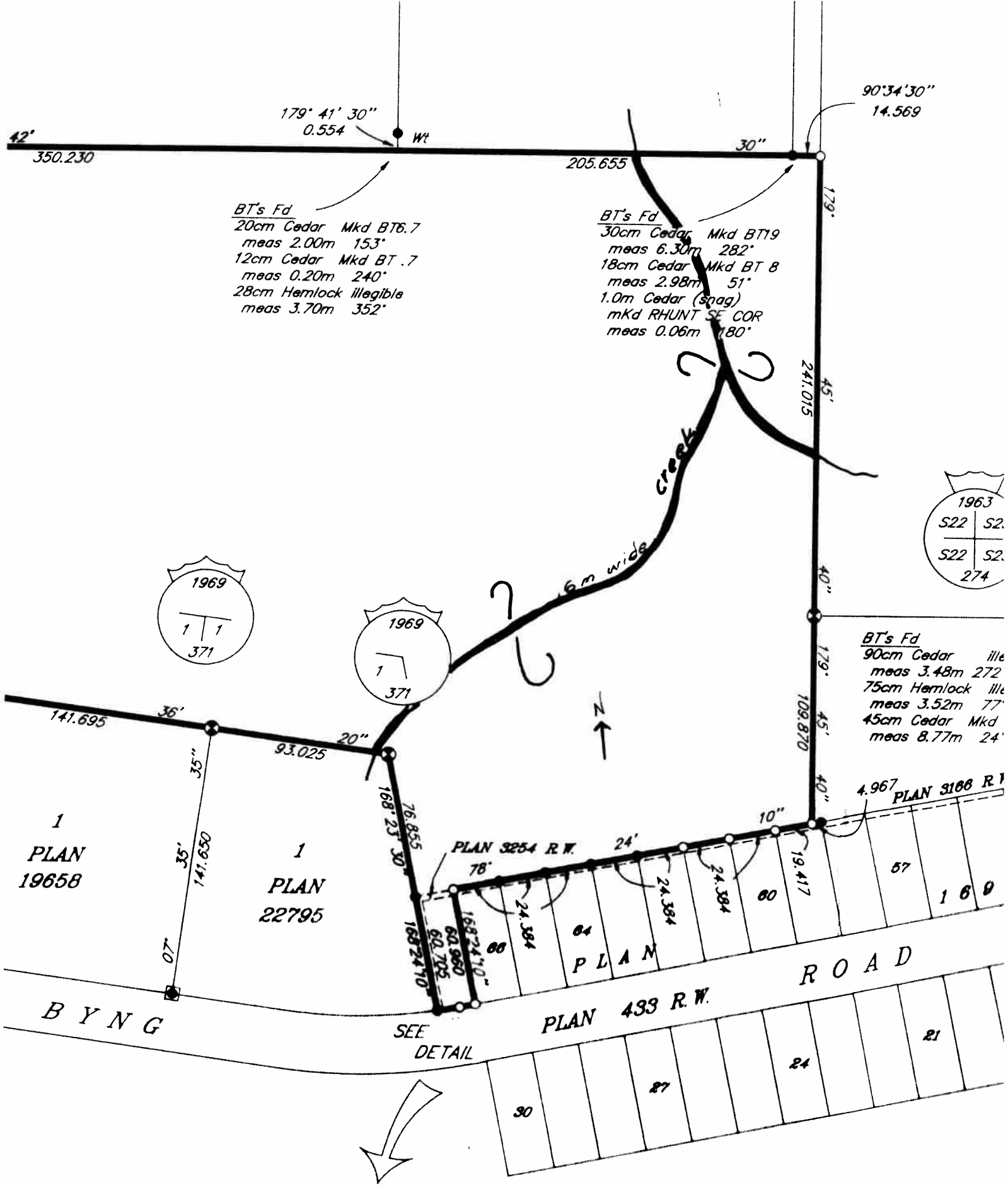
I recommend that we request consultation with the Kwakiutl and settlement of the matter of the Right of Way prior to endorsing this proposed addition.

Respectfully submitted,

I agree with the recommendation.

Gloria Le Gal, DCS

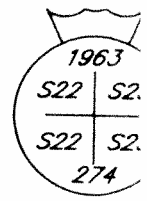
Rick Davidge, CAO



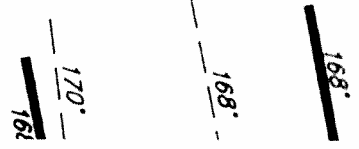
BT's Fd
 20cm Cedar Mkd BT6.7
 meas 2.00m 153°
 12cm Cedar Mkd BT .7
 meas 0.20m 240°
 28cm Hemlock illegible
 meas 3.70m 352°

BT's Fd
 30cm Cedar Mkd BT19
 meas 6.30m 282°
 18cm Cedar Mkd BT 8
 meas 2.98m 51°
 1.0m Cedar (spag)
 mKd RHUNT SE COR
 meas 0.06m 180°

BT's Fd
 90cm Cedar ille
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 75cm Hemlock ille
 meas 3.52m 77°
 45cm Cedar Mkd
 meas 8.77m 24°



DETAIL
 Not to Scale



B 66 | 65

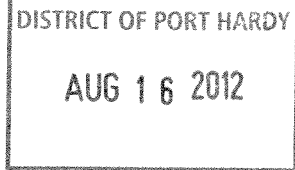


Indian and Northern
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BY PRIORITY POST AND FACSIMILE (250) 949-7433
August 14, 2012.

Your file - Votre référence

5673-3-626
Our file - Notre référence

District of Port Hardy
7360 Columbia Street
Box 68, Port Hardy, BC
V0N 2P0

Dear Mayor and Councillors:

**Re: Proposed Additions to Reserve, Kwakiutl Indian Band
Kippase Indian Reserve No. 2**

This notification letter is to inform you that Kwakiutl Indian Band has formally requested certain lands be set apart as an addition to Kippase Indian Reserve No. 2.

These proposed additions to reserve lands consist of one parcel containing approximately 32.1 Hectares (79.3 Acres)

This parcel is immediately adjacent to the band's existing Kippase Indian Reserve No.2.

The First Nation wishes to add this parcel to reserve in order for a new school and other community purposes. The lands are described as:

In the Province of British Columbia
In Rupert District

All of Lot A, Section 22, Township 6 shown on Plan VIP 63703 recorded in the Land Title Office in Victoria British Columbia. A copy of the said plan is recorded under number 80476 in the Canada Lands Surveys Records in Ottawa.
Containing about 32.1 hectares (79.3 acres)

AUG 16 2012

This Addition to Reserve proposal will comply fully with Canada's Additions to Reserves/New Reserves Policy prior to a recommendation for a grant of reserve status being made.

Please provide us with any comments or concerns that you may have regarding this proposed addition to reserve by within ninety (90) days of the date of this letter

If you have any questions or concerns with respect to this request, please do not hesitate to contact me at the numbers and/or addresses below.

Yours truly,



Gabriele Behrens
Land Management and Leasing Officer Team 2
Aboriginal Affairs and Northern Development Canada
600 - 1138 Melville Street
Vancouver, BC V6E 4S3
gabriele.behrens@aandc.gc.ca
Tel: 604-775-6065
Fax: 604-775-7149

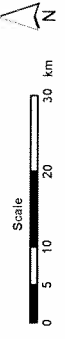
Encl.

cc: Kwakiutl Indian Band

Kwakiutl First Nation Kipase 2 Addition to Reserve

LEGEND

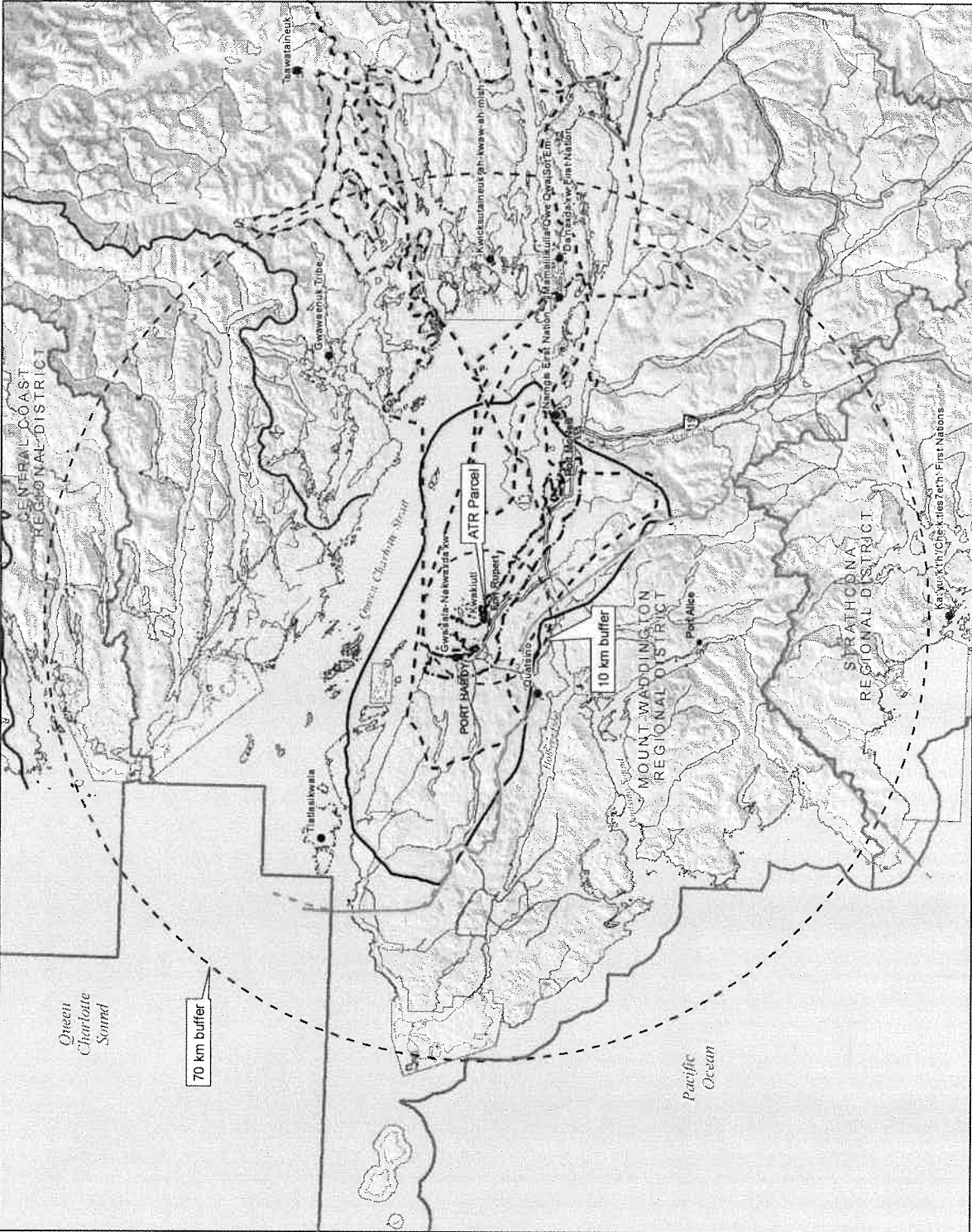
- ATR PARCEL**
Lot A Section 22, Township 6
Rupert District, Plan VIP 63703
- FIRST NATIONS**
● Location of First Nation Main Community
○ Location of First Nation reserve, as obtained from the Canada Centre for Cadastral Management, Natural Resources Canada
- PARKS AND PROTECTED AREAS**
▭ Provincial Parks and Protected Areas
▭ National Parks
- STATEMENTS OF INTENT**
▭ Gwa'Sala-Nakwakda'xw Nation
▭ Kwakiutl Nation
▭ Quatsino First Nation
- PROTECTIVE WRITS**
▭ Gwa'Sala-Nakwakda'xw Nation (03-5071) (boundary same as SOI)
▭ Kwakiutl First Nation (L033524)
▭ Kwakiutl First Nation (S082589)
▭ Mameilkulle-Qwe'Qwe'Em Band (S036649)
▭ Namdie First Nation (Designated Rights) (L033530)
▭ Quatsino First Nation (L033520, L033529)



DATA SOURCES AND NOTES

Statements of intent represent the approximate boundaries of traditional territories described in First Nation Statements of Intent to negotiate treaties which have been submitted to, and accepted by the B.C. Treaty Commission. They are illustrative only and may be updated in the future. Not all boundaries are shown. Please note that the use of the word "First Nation" in this document does not imply that the First Nations, the Province of British Columbia, or the Government of Canada have agreed to the boundaries shown.

Canada has completed protective writ information based on maps filed by the relevant First Nations, and does not verify or guarantee the accuracy of information contained in this document. The use and distribution of this information does not constitute an admission and is without prejudice.



Produced by Community Infrastructure Directorate, March 2, 2012.

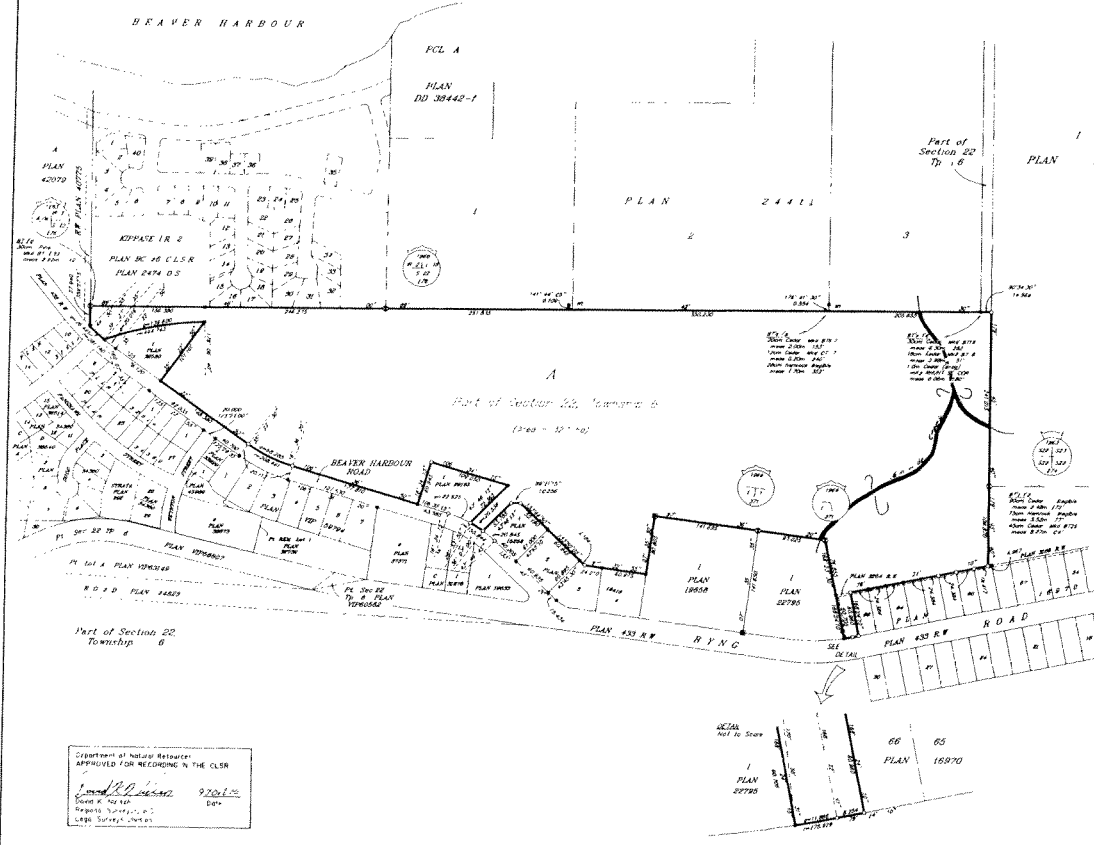
For Internal and Illustrative Purposes Only. Canada

DISTRICT OF PORT HARDY
AUG 16 2012

Deposited in the Land Title Office of Victoria, B.C.
 this day of _____ 19__

Registrar

Under the Land Title Act
 of B.C.
Patricia Selaine
 Municipal Reporting Officer for the
 District of Port Hardy



PLAN OF SUBDIVISION OF PART OF
 SECTION 22, TOWNSHIP 6, RUPERT
 DISTRICT, except Parts in Plans 15258,
 16970, 18387, 19418, 19658, 19833, 22795,
 22815, 23136, 23274, 29156, 31842,
 32320, 32580, 32739, 33506, 35685,
 36811, 42079, 44823, VIP52699, VIP58287,
 VIP63149 and 433RW.

BCGS 92L 063, 92L 064

SCALE 1:2500



- 1:1 ADDRESS
- 1. Standpipe
 - 2. Standpipe capped post found
 - 3. Standard iron post found
 - 4. Minimum post found
 - 5. Non-standard iron post found
 - 6. Standard iron post 200mm
- Bearings to B.C. are magnetic declination 2°
- All distances are in metres and decimal fraction unless otherwise noted

The plan lies with the Regional Office of
 Multi-Recording

I, Harry D. Prosser, a British Columbia Land
 Surveyor of Port Hardy, in British Columbia hereby
 certify that I have surveyed and properly substantiated
 the facts represented by this plan, and that the
 names and data are correct. The survey was
 completed on the 10th day of January, 1998.

IN WITNESS WHEREOF, I have
 signed this plan at the
 Office of the Land Surveyor
 in Port Hardy, B.C.
 this 15th day of October, 1998

Patricia Selaine
 Registrar

Department of Natural Resources
 APPROVED FOR RECORDING IN THE CLSR
[Signature] 9/20/98
 Susan K. McNeil
 Regional Surveyor
 1280 Survey Centre

DISTRICT OF PORT HARDY
 AUG 16 2012



DISTRICT OF PORT HARDY
OPERATIONAL SERVICES COMMITTEE
Minutes of the meeting held August 23, 2012

Present: Councillors Marcotte, Tidbury

Regrets: Chair Councillor Huddlestan

Also Present: Rick Davidge, CAO
Trevor Kushner, Director Operations/EPCOR Operations Manager
Joe Jewell, EPCOR
Dennis Dugas, EPCOR

In the absence of Councillor Huddlestan, Councillor Tidbury chaired the meeting.

1. Call to Order: Councillor John Tidbury Time: 9:05 am
2. Minutes of the meeting held June 27, 2012.

It was noted that the minutes were reviewed and amended at the Council meeting of July 10, 2012.

Moved/Seconded/Carried

That the minutes be approved as amended by Council July 10, 2012.

3. Watershed Plan: Verbal Report - Dennis Dugas, EPCOR

Mr. Dugas reviewed the history of the Tsulquate Watershed Working Group and their work on the District of Port Hardy Strategic Watershed Management Plan 2010. The Committee was advised the plan had been brought forward to Council but not adopted.

Watershed Management discussion items included:

- Review and updating of the 2010 Strategic Watershed Plan in the early fall and an updated report will be brought forward.
- Provincial water testing requirements and testing sites.
- Water turbidity and issues arising from high turbidity levels.
- Concerns regarding the watershed and wind farm construction.

4. Wastewater Treatment Plant Biosolids: Verbal Report - Joe Jewell, EPCOR

Mr Jewell gave a verbal report on a visit to the biosolids application site run by the Regional District of Nanaimo.

Items of discussion included:

- Site management was overseen by Vancouver Island University and is now done by a commercial enterprise.
- Mixture of biosolids to sand and mulch and quality of biosolids.
- Site of biosolid application mostly trails and brush with visual differences in areas sprayed and areas not sprayed.

MINUTES OF JUNE
27, 2012 ACCEPTED
AS AMENDED BY
COUNCIL JULY 10/12

WATERSHED PLAN

WASTEWATER
TREATMENT PLANT
BIOSOLIDS

WASTEWATER
TREATMENT PLANT
BIOSOLIDS

- Equipment used and supply options.
- Permits, licensing and record keeping requirements.
- Current disposal costs / tipping fees / use by the RDMW of the biosolids as ground cover.
- Use of biosolids at BHP mine site and golf course.
- Other uses of biosolids, costs to develop and volume of sludge required.

Trevor Kushner advised the Committee that EPCOR will continue to review options available. Joe Jewell advised he has a video of his visit to the Nanaimo biosolids application site. Contact will be made with Vancouver Island University for a possible presentation at future meeting and with local stakeholders invited as well.

5. Email from Randy Holmquist, President Canadian Electric Vehicles Ltd. (Aug 20/12) re: Electric Work Trucks was reviewed

ELECTRIC WORK
TRUCKS

Discussion included vehicle costs, restrictions on where they can be used, carbon tax issues and uses as vehicle for litter pick up and trail work. It was agreed electric work trucks will be included in budget discussions.

6. Capital Budget Update: Verbal Report - T. Kushner Dir. Operations

Trevor Kushner updated the Committee on the Operational Services 2012 Capital Budget. A copy is attached to these minutes.

Discussion items included:

- Digital radios and upgrading of the repeater station. Trevor will work with the Fire Chief regarding radio issues and requirements.
- The mechanic position is still open and the Committee was advised there is a shortage of heavy duty mechanics in the area.
- Paving projects and minimum annual budget amounts.
- Relocation of the Public Works Yard with 4 sites identified.

CAPITAL BUDGET
UPDATE

7. T. Kushner updated the Committee on various trail projects and issues concerning signage and parking.

8. Adjournment:

Time: 10:15 am

ACTION ITEMS

- Set meeting date for Tsulquate Watershed Working Group to continue work on watershed management plan. DUGAS
- Contact Vancouver Island University regarding presentation on biosolids, invite stakeholders to meeting, prepare video for meeting. JEWELL
- Bring forward electric trucks to 2013 budget meeting. KUSHNER
- Work with Fire Chief regarding digital radios. KUSHNER

Cheque #	Pay Date	Vendor #	Vendor Name	Paid Amount	Void
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001079	02/08/2012	00580	BRITISH COLUMBIA SAFETY	1,836.00	
001080	02/08/2012	00281	CHEVRON CANADA LTD.	3,134.63	
001081	02/08/2012	01637	EPCOR UTILITIES INC.	2,273.50	
001082	02/08/2012	00099	FOX'S DISPOSAL SERVICES	4,325.16	
001083	02/08/2012	01522	GE CAPITAL	124.24	
001084	02/08/2012	00235	HARDY BAY MACHINE WORKS	20.16	
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001086	02/08/2012	02043	HARNISH SALES AGENCY	306.88	
001087	02/08/2012	02208	Hawkins, Bob	666.50	
001088	02/08/2012	00459	Hub Fire Engines & Equip	702.04	
001089	02/08/2012	01927	JET ICE LTD	1,392.03	
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001091	02/08/2012	02573	Koers & Associates Engin	6,951.49	
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001093	02/08/2012	00328	MERCER, SEAN	202.95	
001094	02/08/2012	00014	MINISTER OF FINANCE	2,428.00	
001095	02/08/2012	00040	MINISTER OF FINANCE (SCH	3,394.99	
001096	02/08/2012	02589	Missoula Children's Thea	2,000.00	
001097	02/08/2012	01014	NICKERSON, SCHELL	436.50	
001098	02/08/2012	00075	O.K.TIRE STORE (PORT HAR	124.15	
001099	02/08/2012	00013	PACIFIC BLUE CROSS	5,248.57	
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001104	02/08/2012	01910	Richardson Foods Group	1,291.44	
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001106	02/08/2012	00160	TELUS	2,680.43	
001107	02/08/2012	00957	TOURISM VANCOUVER ISLAND	261.27	
001108	02/08/2012	02375	Walsh, Kerry	239.30	
001109	02/08/2012	01854	ZEE MEDICAL CANADA CORPO	118.03	
001110	09/08/2012	00829	ANA'S HARDY CLEAN	2,398.23	
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001112	09/08/2012	02597	Chilliwack Document Serv	95.00	
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001116	09/08/2012	02594	Cunningham & Rivard Appr	26,095.66	
001117	09/08/2012	02591	DANDENAULT IRENE C	133.18	
001118	09/08/2012	01982	DIGITAL POSTAGE ON CALL	1,120.00	
001119	09/08/2012	00099	FOX'S DISPOSAL SERVICES	12,115.84	
001120	09/08/2012	02557	Frontline Glass Solution	941.94	
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001122	09/08/2012	00052	HARDY BUILDERS' SUPPLY	107.31	
001123	09/08/2012	00063	HOME HARDWARE BUILDING C	645.62	
001124	09/08/2012	01875	ISLAND ADVANTAGE DISTRIB	110.79	
001125	09/08/2012	02595	KMR Process Servers Inc	88.49	
001126	09/08/2012	01914	LE GAL, GLORIA	35.00	
001127	09/08/2012	00147	LGMA	476.00	
001128	09/08/2012	00069	MACANDALE'S	1,413.90	
001129	09/08/2012	02593	MAHYR JULIAN H	440.55	
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001131	09/08/2012	02590	MCCORQUODALE DOUGLAS B	245.92	
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001134	09/08/2012	02598	Noratek	653.35	
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001136	09/08/2012	00027	NORTH ISLAND VETERINARY	571.61	
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001140	09/08/2012	00264	PORT HARDY HERITAGE SOCI	11,206.50	
001141	09/08/2012	01921	TORRY AND SONS PLUMBING	11,736.35	
001142	09/08/2012	00957	TOURISM VANCOUVER ISLAND	204.40	
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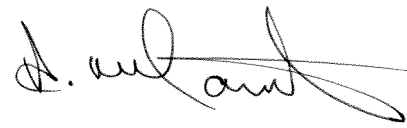

20

Cheque #	Pay Date	Vendor #	Vendor Name	Paid Amount	Void
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001149	15/08/2012	00073	BLACK PRESS GROUP LTD.	118.05	
001150	15/08/2012	02207	Blanchard Security	3,059.20	
001151	15/08/2012	02520	CES Ensemble Services In	650.16	
001152	15/08/2012	00281	CHEVRON CANADA LTD.	2,181.41	
001153	15/08/2012	02601	Commonwealth Bailiffs Lt	112.00	
001154	15/08/2012	01476	DOR-TEC SECURITY LTD.	122.90	
001155	15/08/2012	02140	DOUG LLOYD CONTRACTING	134.40	
001156	15/08/2012	02141	FOENIX FOREST TECHNOLOGY	1,260.00	
001157	15/08/2012	00052	HARDY BUILDERS' SUPPLY	1,079.34	
001158	15/08/2012	00063	HOME HARDWARE BUILDING C	88.95	
001159	15/08/2012	00065	K & K ELECTRIC LTD.	12,113.51	
001160	15/08/2012	00253	Keta Cable	146.49	
001161	15/08/2012	00069	MACANDALE'S	199.46	
001162	15/08/2012	02007	MARSHALL WELDING AND FAB	841.12	
001163	15/08/2012	01645	NORTH ISLAND COMMUNICATI	257.60	
001164	15/08/2012	02071	PACIFICUS BIOLOGICAL SER	44,782.08	
001165	15/08/2012	00175	PARNHAM, BEV	486.72	
001166	15/08/2012	00363	PORT HARDY BULLDOZING LT	31,383.54	
001167	15/08/2012	02051	PORT MCNEILL ENTERPRISES	855.68	
001168	15/08/2012	00080	PUROLATOR INC.	91.25	
001169	15/08/2012	00107	RECEIVER GENERAL FOR CAN	14,044.32	
001170	15/08/2012	02100	ROCKY MOUNTAIN PHOENIX	22.22	
001171	15/08/2012	02234	Sutherland Armbrust	1,500.00	
001172	15/08/2012	00011	Tidbury, John	40.59	
001173	15/08/2012	02321	TWOFOURONE Consulting Lt	264.28	
001174	15/08/2012	02037	WATSON VENTURES LTD	2,139.20	
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001183	30/08/2012	00539	CUPE LOCAL 2045	558.52	
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001185	30/08/2012	00218	DB PERKS AND ASSOCIATES	503.11	
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001193	30/08/2012	02155	Global Medical Services	112.00	
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001195	30/08/2012	02069	IMMEDIATE IMAGES INC.	443.52	
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001202	30/08/2012	02605	Louise Kool & Galt	2,603.55	
001203	30/08/2012	02007	MARSHALL WELDING AND FAB	196.00	
001204	30/08/2012	00585	Minister of Finance	1,882.10	
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001211	30/08/2012	00187	REGIONAL DISTRICT OF MT	54,716.14	
001212	30/08/2012	02119	SHAW, NIKKI	40.59	
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<u>Cheque #</u>	<u>Pay Date</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Paid Amount</u>	<u>Void</u>
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			Total:	965,203.29	

*** End of Report ***



DISTRICT OF PORT HARDY INTEROFFICE MEMORANDUM

TO: Rick Davidge, CAO
CC: Gloria LeGal, DCS
FROM: Allison McCarrick
SUBJECT: Rupert Street Strata Properties
DATE: August 17, 2012

Information regarding the Strata Properties sold at tax sale 2011.

There are 6 properties for which at tax sale the District purchased for \$ 22,491.77.

Current outstanding as of August 17, 2012 is \$ 12,135.31.

Strata Fees outstanding in total is approximately \$ 91,058.00.

Strata Fees range from 360.00 to 460.00 per month dependant on the unit square footage.

This rate includes heat and hot water. There is a boiler in the building.

This rate may be reduced when all tenants are actually paying their strata fees, at present the units paying strata fees are subsidizing those that aren't.

Hydro is approximately 25.00 per month.

District utilities are 229.40 per month.

District property taxes are approximately 300.00 annually dependant on the unit.

Assessments on these units are approximately 30,000.00 per unit.

Confirmation on how many of the 6 units are occupied has not been obtained. However, I was verbally told that 2 may be occupied.

The property management company handling this is:

Diversified Properties

541 Harold Street, Victoria, BC

Attn.: Michael Smith

250-475-3700 ext.4

mjsmith@divprop.com

Please see attached for approximate cost per condo unit and future monthly costs.

If further information is required please let me know and I will try to be of assistance.

Allison



Rupert Street Properties - Units 104, 107, 108, 110, 209, 305			
Present Costs:	Per Unit	Future Costs:	Per Unit, Per Month
Paid at tax sale	3,749	Strata Fees	400
Back Strata Fees	15,176	District Utilities	76
Current outstanding with the District	2,023	District Taxes	25
		Hydro	25
Total present cost to District per unit	20,948		526
		(monthly)	3,159
Total for 6 units (up front)	125,686		

Currently units in this building rent out at 600.00 to 800.00 per month



DISTRICT OF PORT HARDY MEMORANDUM

TO: Mayor and Council
FROM: Rick Davidge, Chief Administrative Officer
SUBJECT: Inspection of Public Buildings
DATE: September 7, 2012

The Director of Corporate Services has advised that Mr. Stuart Affleck of SCM Risk Management Services will begin inspection of public buildings the week of October 15, 2012. Gloria will be coordinating on an initial meeting with our Fire Chief and Building Inspector.

These inspections are fire safety compliance in nature and apply to buildings such as hotels, restaurants and apartments. Inspections are a responsibility of local governments as set out in the *Fire Service Act*.

Respectfully submitted,

Rick Davidge,
Chief Administrative Officer

MEMORANDUM



Date: September 05, 2012
To: Mayor and Council
From: Stephanie Johnson and Ryan Beaudry
File: 0959.0012.01
Subject: Primer - Comprehensive Zoning Bylaw Review

This memo is a primer to the Zoning Bylaw Review project. It includes background information, as well as a general explanation of zoning in the B.C. context. A brief description of the planning process that will be undertaken to update the Zoning Bylaw is also provided. The intent of the memo is to ensure a common level of understanding amongst Council and staff at the onset of the project.

1.0 – Project Background and Purpose

The District of Port Hardy's current Zoning Bylaw was adopted in 2006 and has been amended several times, but never reviewed in a comprehensive manner. In 2011, the District prepared and adopted a new Official Community Plan (OCP) which provides direction and policy in a number of areas relevant to zoning, including land use, transportation and economic development. In order to align the District's zoning regulations with the new OCP, a comprehensive review and update of the Zoning Bylaw is required. An update to the Zoning Bylaw is also required to address problems and issues that have arisen with the current zoning regulations and lack thereof.

2.0 – Zoning Overview

What is a Zoning Bylaw?

A zoning bylaw is a regulatory tool that controls the use of land in municipalities and regional districts. It divides land into zones and sets out regulations for each zone. Regulations typically include:

- Permitted land uses within each zone;
- Minimum/maximum size for new parcels in a subdivision;
- Maximum building heights;
- Minimum setbacks from public and private streets (see images on following page);
- Number of buildings permitted on a lot;
- Density of dwelling units;
- Maximum lot coverage; and
- Parking requirements.

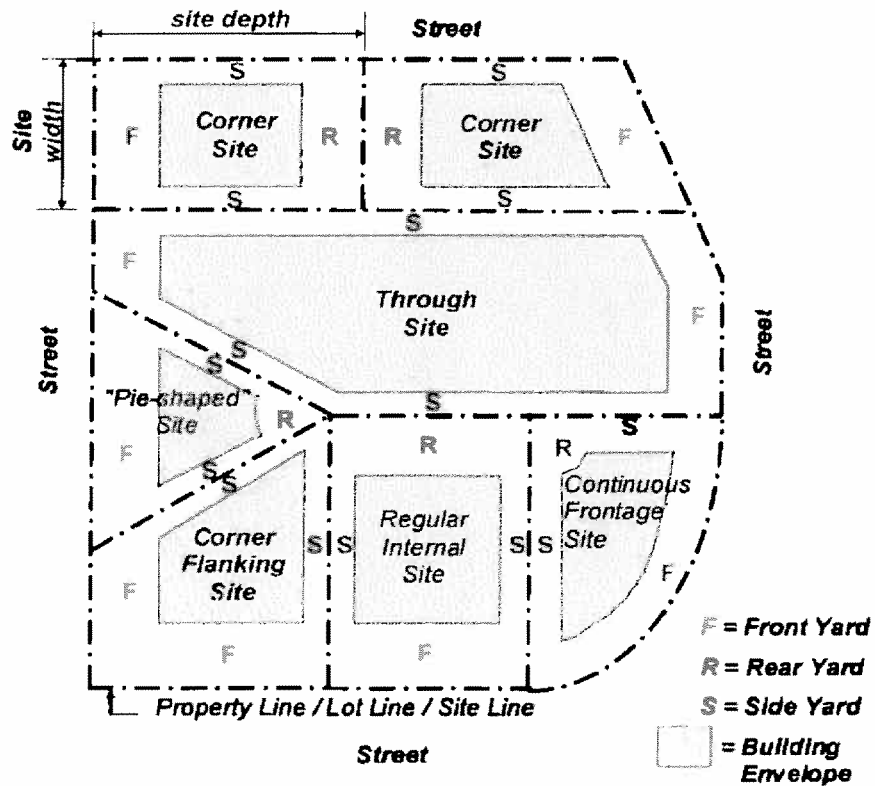
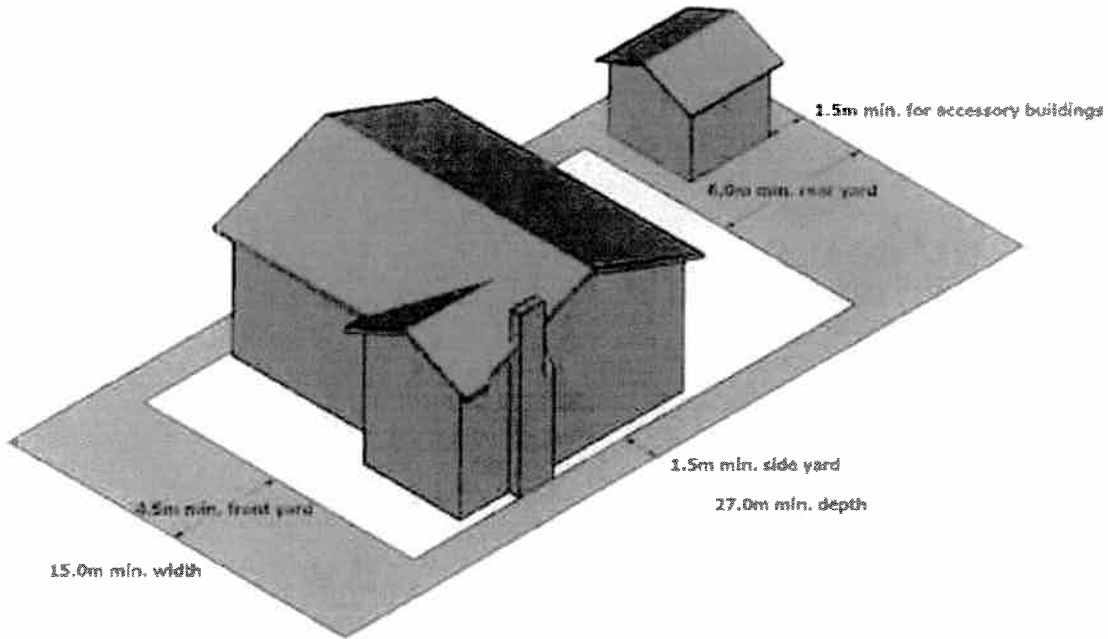
A zoning bylaw can also include provisions for amenities and affordable housing. This enables a local government to provide extra density, above the permitted density in a particular zone, to a landowner in exchange for amenities such as a community facility or housing for lower income families.

The legal authority to develop and administer zoning regulations in British Columbia is derived from the *Local Government Act*.

A handwritten signature in blue ink, appearing to be "SJB".

MEMORANDUM

Date: September 05, 2012
 File: 0959.0012.01
 Subject: Primer - Comprehensive Zoning Bylaw Review
 Page: 2 of 4



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MEMORANDUM

Date: September 05, 2012
File: 0959.0012.01
Subject: Primer - Comprehensive Zoning Bylaw Review
Page: 3 of 4

What is the relationship between a Zoning Bylaw and an Official Community Plan (OCP)?

An Official Community Plan is a high-level, strategic document that provides a vision for the future of a community. The vision is translated into broad objectives and policy statements that articulate how the community intends to work towards its vision. A Zoning Bylaw, on the other hand, is a technical document that contains specific regulations that function to implement the OCP.

For example, an OCP may identify an objective to create a more attractive, pedestrian-friendly and lively downtown core. The zoning bylaw could potentially implement this objective by relaxing parking standards and allowing residential development and mixed uses in the downtown core area.

It should be noted that the land uses shown on OCP and Zoning Bylaw maps often do not match. This is because OCP maps identify the future vision for land use in a community, while the Zoning Bylaw map identifies the present land use.

What are the benefits of zoning?

There are a number of benefits of zoning from a community or local government perspective. A Zoning Bylaw:

- Segregates conflicting land uses (e.g. residential and some industrial uses – see image below);
- Helps prevent overcrowding and unsightliness of properties;
- Ensures a degree of certainty for property owners and potential purchasers of land;
- Requires land development activities to meet certain Bylaw requirements;
- Provides residents an opportunity to get involved in community land use decisions;
- Can be enforced in the event of non-compliance.



MEMORANDUM

Date: September 05, 2012
File: 0959.0012.01
Subject: Primer - Comprehensive Zoning Bylaw Review
Page: 4 of 4



Can zoning be changed?

There are three general options if a landowner proposes a development that does not comply with the zoning of the property:

- (1) Rezone the property to a different zone which will permit the new development;
- (2) Amend the requirements of the zone within which the property is located; or
- (3) Create a new zone to allow the proposed development.

All of the above require a thorough public process. Residents of a community, particularly neighbouring landowners are invited to comment on the proposed zoning change and to take part in a Public Hearing.

Minor issues with height and setback requirements can sometimes be dealt with through a variance. To obtain a variance, a property owner must apply for an appeal to the Board of Variance, or for a Development Variance Permit (DVP) to Council.

3.0 – Next Steps

The Zoning Bylaw Review project will be undertaken in four phases:

- Phase 1 – Project Initiation, Issue Identification and Technical Review
- Phase 2 – Zoning Bylaw "in a week": Community Engagement Process
- Phase 3 – Bylaw Preparation
- Phase 4 – Council Approval

Urban Systems is currently working on the issue identification and technical review portions of Phase 1. Phase 2 is scheduled to take place the week of October 22nd, during which members of the consulting team will be stationed in Port Hardy to meet with the public and various groups, including Council. The project is anticipated to be complete by winter 2012.

URBAN SYSTEMS LTD

A handwritten signature in black ink, appearing to be "SJ" or similar initials.

Stephanie Johnson, MCIP

A handwritten signature in black ink, appearing to be "RB" or similar initials.

Ryan Beaudry, MA (PL)

/rb

Document 1

A handwritten number "29" in black ink.



DISTRICT OF PORT HARDY MEMORANDUM

TO: Mayor and Council
FROM: Rick Davidge, Chief Administrative Officer
SUBJECT: Transmission Line Agreement - Cape Scott Wind Farm Inc.
DATE: September 7, 2012

Attached please find, in executable form, the final consolidated Transmission Line Agreement with Cape Scott Wind Farm Inc.

This is the same version as previously reviewed by Council (with minor changes in formatting and sketch plan).

Recommendation:

I would recommend Council approve the Agreement and authorize the Mayor and Chief Administrative Officer to sign.

Rick Davidge,
Chief Administrative Officer

TRANSMISSION LINE AGREEMENT

Dated for Reference _____, 2012

BETWEEN:

DISTRICT OF PORT HARDY

7360 Columbia, Box 68
Port Hardy, BC V0N 2P0

(“Port Hardy”)

AND:

CAPE SCOTT WIND FARM INC.

105 Commerce Valley Drive West, Suite 410
Markham, ON L3T 7W3

(“Cape Scott”)

BACKGROUND:

A. Port Hardy is the registered owner of lands legally described as:

PID No. 009-942-564 The north east ¼ of Section 35, Township 9, Rupert District, except that part on Plans 28379, 29736, 31010, 31011, 32031, 33030, 37136 and 38071.

PID No. 009-956-581 The south east ¼ of Section 35, Township 9, Rupert District, except that part on Plans 31875, 37136 and 38800.

PID No. 000-012-301 The south west ¼ of Section 36, Township 9, Rupert District, except that part on Plans 31875, 32031, 33939, 35022, 38800 and 40003.

(the “Lands”)

B. Cape Scott wishes to construct a transmission line including all appurtenances across the Lands and to obtain a statutory right of way in respect of such transmission line works;

NOW THEREFORE the District of Port Hardy and Cape Scott agree:

1. Port Hardy agrees to execute and deliver to Cape Scott a statutory right of way in substantially the form attached to this Agreement as Exhibit “I” (the “SRW”);
2. Cape Scott agrees to pay to Port Hardy a one-time upfront payment of one hundred twenty-one thousand five hundred dollars (\$121,500), comprising one hundred thousand dollars (\$100,000) on account of the SRW and twenty-one thousand five hundred dollars (\$21,500) on account of timber located on the area of the SRW;

3. Cape Scott will be responsible for all survey and registration expenses and will pay for or reimburse Port Hardy for any and all of its legal expenses associated with the preparation of this Agreement, including Exhibits.
4. Until the SRW has been registered in the Land Title Office, Port Hardy will not:
 - (a) sell, transfer, assign or otherwise alienate the Lands without first obtaining the written agreement (in a form satisfactory to Cape Scott) of the proposed purchaser or assignee to be bound by the terms of this agreement and to execute and deliver the SRW to Cape Scott; or
 - (b) encumber, charge or lease the Lands in any manner without first obtaining the written agreement (in a form satisfactory to Cape Scott) of the proposed encumbrance or charge holder to be bound by the terms of this agreement and to execute and deliver to Cape Scott such priority or other agreement as Cape Scott may reasonably require.
5. Cape Scott acknowledges that Port Hardy has a waterline within the Lands and hereby agrees that Port Hardy may register a blanket statutory right of way in favour of Port Hardy, in substantially the form attached to this Agreement as Exhibit "II", which statutory right of way may be modified upon deposit of a plan in the proper Land Title Office showing the precise location of the water line, as determined by a survey to be made by a British Columbia Land Surveyor, at the request and expense of Cape Scott.
6. The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
7. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have executed this agreement this effective as of the date first written above.

DISTRICT OF PORT HARDY
by its authorized signatories:

CAPE SCOTT WIND FARM INC.
by its authorized signatories:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

EXHIBIT "I"
to Transmission Line Agreement

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT – PART 1 Province of British Columbia

PAGE 1 OF 14 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Farris, Vaughan, Wills & Murphy LLP (Client No. 10435)
Barristers and Solicitors
25th Floor – 700 West Georgia Street
Vancouver, B.C. V7Y 1B3 Tel: (604) 684-9151
File Ref. No. 31340-2 (Attn: Dean O'Leary) Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
See Schedule
STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Statutory Right of Way

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S): (including postal address(es) and postal code(s))
DISTRICT OF PORT HARDY, 7360 Columbia, Box 68, Port Hardy, BC V0N 2P0

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
CAPE SCOTT WIND FARM INC., 105 Commerce Valley Drive West, Suite 410, Markham, Ontario L3T 7W3

7. ADDITIONAL OR MODIFIED TERMS:*
N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

	Execution Date			
Officer Signature(s)	Y	M	D	Party(ies) Signature(s)
	12			DISTRICT OF PORT HARDY by its authorized signatories
(Solicitor)				Print Name:
				Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D
Province of British Columbia

EXECUTIONS CONTINUED

PAGE 2 OF 14 PAGES

Officer Signature(s)

(Solicitor)

Y	M	D
12		

CAPE SCOTT WIND FARM INC.
by its authorized signatories

Print Name:

Print Name:

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PARCEL IDENTIFIER)

(LEGAL DESCRIPTION)

009-942-564

The north east ¼ of Section 35, Township 9, Rupert District, except that part on Plans 28379, 29736, 31010, 31011, 32031, 33030, 37136 and 38071.

009-956-581

The south east ¼ of Section 35, Township 9, Rupert District, except that part on Plans 31875, 37136 and 38800.

000-012-301

The south west ¼ of Section 36, Township 9, Rupert District, except that part on Plans 31875, 32031, 33939, 35022, 38800 and 40003.

TERMS OF INSTRUMENT - PART 2

THESE TERMS OF INSTRUMENT – PART 2 WITNESS THAT WHEREAS:

- A. “**the land**” means the land as set out in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1; and
- B. The statutory right of way contemplated herein is necessary for the operation and maintenance of the Transferee’s undertaking;

NOW THEREFORE:

1. The Transferor, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, hereby grants unto the Transferee in perpetuity the full and free right, liberty and statutory right of way for the Transferee, its contractors, subcontractors, servants, agents, operators, managers and all other licensees and permittees of the Transferee:
 - (a) To construct, erect, string, or otherwise install, operate, inspect, maintain, repair, remove, alter, renew and replace towers and poles with anchors, guy wires, brackets, crossarms, insulators, transformers and their several attachments and one or more lines of wire, cable and fibre for the transmission of electric energy and for communication and aircraft warning purposes (all of which are hereinafter collectively called “**the works**”) upon the land, together with the right to dig up the soil and rock thereof for the installation of the works;
 - (b)
 - (i) To trim or fell all or any trees or growth now or hereafter on the right of way area (as hereinafter defined);
 - (ii) To clear the right of way area and keep it cleared of all or any part of any trees or growth now or hereafter on the right of way area;
 - (iii) To clear the right of way area and keep it cleared of all or any part of any buildings or obstructions now or hereafter on the right of way area which might, in the opinion of the Transferee, interfere with or endanger the installation, operation, inspection, maintenance, repair, removal, alteration, renewal or replacement of or access to the works or any part thereof or the operation, use, maintenance or existence of which on the right of way area might, in the opinion of the Transferee, acting reasonably, create or increase any hazard to persons; and
 - (iv) With the prior written consent of the Transferor (not to be unreasonably withheld), to conduct investigative studies and related work within or outside of the right of way area on the land to ensure compliance with applicable government requirements in relation to proceeding with the works;
 - (c) To enter, work, pass and repass on, and along the right of way area;
 - (d) To construct, use, improve, upgrade, alter, repair and maintain with or without vehicles of all kinds, helicopters, machinery and other things, one or more

roadways within the right of way area, and to enter, work, pass and repass on, and along the right of way area (including roadway(s) thereon) with or without vehicles of all kinds, helicopters, machinery and other things for all purposes relating to the exercise of its rights hereunder and for ingress and egress to or from lands adjacent to the land;

- (e) With the prior written consent of the Transferor (not to be unreasonably withheld), to cut or trim away trees on the land outside the right of way area that, in the opinion of the Transferee, acting reasonably, might create or increase any danger to the works or persons in relation to the works;
- (f) To have reasonable unobstructed access over the land to and from the right of way area for all purposes relating to the exercise of its rights hereunder;
- (g) To ground any buildings, structures, installations or things, by whomsoever owned, from time to time situate anywhere on the right of way area where, in the opinion of the Transferee, such grounding will eliminate or reduce hazard to persons;
- (h) With the prior written consent of the Transferor (not to be unreasonably withheld), to install gates in all fences which now or hereafter shall cross the right of way area;
- (i) To maintain and use any gates installed pursuant to paragraph (h) above; and
- (j) Generally to do all acts necessary or incidental to the business of the Transferee in connection with the foregoing;

on the understanding that, as soon as the Transferee has constructed the works or any of them on the land, the right, liberty and statutory right of way hereby granted (save and except as set out in paragraphs (e) and (f) above, which shall not be so confined or restricted) shall thereupon and thereafter be confined and restricted to that portion of the land (herein called "**the right of way area**") comprising a strip of the land not more than forty (40) metres in perpendicular width which will be located within that portion of the land comprising a strip of the land not more than two hundred (200) metres in perpendicular width located approximately as shown in heavy black outline on the sketch plan attached hereto and will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the expense of the Transferee.

2. The Transferor hereby covenants with the Transferee:

- (a) Not to use the right of way area or any part thereof or permit the same to be used for the regular or organized parking of vehicles, without specific written permission from the Transferee;
- (b) Not to park or permit to be parked any vehicle or equipment exceeding 25 feet in length under any conductor in the right of way area, unless such vehicle or equipment is properly grounded;
- (c) Not to fuel or permit to be fuelled any vehicle or equipment upon the right of way area;

- (d) That except for the existing road shown on Plan 49734 registered under no. DF EE4841 and the existing water line described in the blanket statutory right of way registered in favour of the Transferor under no. _____, as may be modified upon deposit of a plan in the proper Land Title Office showing the precise location of the water line, the use, operation and maintenance of which the Transferee acknowledges do not interfere with or endanger the works or any part thereof nor otherwise contravene this Section 2(d), the Transferor will not make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, open drain, ditch, pile of material, ground cover, obstruction, equipment, thing or inflammable substance, (hereinafter called "**the Transferor's works**"), or to plant any growth upon the right of way area, or diminish any ground cover, if any such actions, in the opinion of the Transferee, acting reasonably:
- (i) might interfere with or endanger the works or any part thereof or the installation, operation, inspection, maintenance, repair, removal, alteration, renewal or replacement of the works or any part thereof,
 - (ii) might obstruct access by the Transferee, its servants, agents, operators, managers or licensees to the works or any part thereof, or
 - (iii) might by the operation, use, maintenance or existence of the Transferor's works on the right of way area create or increase any hazard to persons;
- (e) Not to carry out blasting or aerial logging operations on or adjacent to the right of way area unless permission in writing from the Transferee has first been received, which permission shall not be unreasonably withheld;
- (f) Not to do or knowingly permit to be done any act or thing which might, in the opinion of the Transferee, acting reasonably, in any way whatsoever interfere with or injure the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons, or obstruct or remove access to, from, or through the right of way by the Transferee, its servants, agents, operators, managers or licensees, with or without vehicles of all kinds, helicopters, machinery and other things; and
- (g) That the Transferor has no knowledge of any substance on the land that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation ("**hazardous substances**"). Except to the extent caused by activities of Transferee, Transferor shall be responsible for all such hazardous substances present at or migrating to or from the land at any time including all costs of investigating and remediating same, and shall indemnify Transferee from all losses and liabilities, including statutory, arising in connection therewith. Transferor and Transferee shall not introduce or use any such hazardous substance on the right of way area in violation of any applicable law.

3. The Transferee hereby covenants with the Transferor:

- (a) To do the work that it is entitled to do under this Agreement in a workmanlike manner so as to cause no unnecessary injury as practicable to the surface of the designated area and any improvements thereon or thereunder;

- (b) To remove, upon completion of any initial construction work that it is entitled to do under this Agreement, all debris and rubbish from the surface of the land, including the designated area or right of way area, as the case may be, to the satisfaction of the Transferor, acting reasonably;
- (c) To the extent reasonably practical, after completion of any initial construction work that it is entitled to do under this Agreement, to restore and maintain the natural drainage from the lands in order to prevent storm water run-off from creating or increasing any hazard, nuisance, interference or danger to any persons or property, whether real or personal;
- (d) Transferee shall be responsible for all hazardous substances caused or contributed to by the activities of Transferee, its contractors, subcontractors, servants, agents, operators, managers and all other licensees and permittees of the Transferee, at or on the lands including all costs of investigating and remediating same, and shall indemnify Transferor from all losses and liabilities, including statutory, arising in connection therewith;
- (e) That except as provided in this instrument, the Transferor is not restricted or prevented from using the right of way area;
- (f) To use reasonable commercial efforts in accommodating such reasonable number of road and underground utility crossings of the right of way area as Transferor may request, provided that each such proposed crossing will not, in the opinion of the Transferee, acting reasonably:
 - (i) interfere with or endanger the works or any part thereof or the installation, operation, inspection, maintenance, repair, removal, alteration, renewal or replacement of the works or any part thereof,
 - (ii) obstruct access by the Transferee its servants, agents, operators, managers, or licensees to the works or any part thereof, or
 - (iii) by the operation, use, maintenance or existence thereof create or increase any hazard to persons;
- (g) To pay compensation to the Transferor for any damage to any buildings outside the designated area, and to crops, livestock, drains, ditches, culverts, fences, bridges, roads and fruit, nut or ornamental trees anywhere on the land caused by the Transferee in the exercise of any of its rights hereunder except to the extent that such damage was caused or contributed to by the negligence of the Transferor;
- (h) Not to use or allow the use of any pesticides, herbicides or fungicides on the lands without the prior written consent of the Transferor (which consent may, in the Transferor's sole discretion, be withheld);
- (i) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that the Transferee cuts on the land;

- (j) To stack and make available to the Transferor all merchantable timber cut on the land by the Transferee in the exercise of any of its rights hereunder;
- (k) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land;
- (l) In each calendar year the Transferee shall pay to the Transferor a proportionate share of all real property taxes and rates, including local improvement rates, assessed against the lands equal to the aggregate of:
 - (i) the real property taxes and rates payable in such year on the works located in the right of way area (as distinct from any such taxes or rates payable in respect of the land only included in the right of way area); and
 - (ii) that portion of the land-only component of the real property taxes and rates payable on the land in such year (excluding any such taxes or rates payable on timber) that bears the same proportion to the whole of such taxes and rates as the area of the right of way area bears to the entire area of the land;

with any amount that cannot be ascertained by reference to statements issued by or available from public offices being as estimated by the Transferor acting reasonably;

- (m) The Transferee shall pay as and when they fall due all fees, taxes, rates and charges, assessed or levied by any competent authority in respect of the works and the use of the works and right of way area under the provisions hereof;
- (n) That it will indemnify and hold harmless the Transferor from all actions, proceedings, suits, demands, costs and expenses to which the Transferor may be subjected by reason of any damage or injury to persons or property caused by the works or arising out of the use or occupancy of the land by the Transferee, its servants, employees, agents, contractors, subcontractors, operators, managers, licensees, permittees and all other persons authorized in that behalf by the Transferee in the exercise of the Transferee's rights hereunder, except to the extent that any such actions, proceedings, suits, demands, costs and expenses are caused by or contributed to by the Transferor or the Transferor's employees, agents, contractors, licensees, invitees or anyone for whom the Transferor is in law responsible; and
- (o) Upon the earliest to occur of:
 - (i) abandonment of the works by the Transferee;
 - (ii) termination of this Agreement; and
 - (iii) expiry or termination of the term of the last outstanding grant of use made pursuant to the Multi Tenure Agreement dated for reference

March 21, 2012 between Her Majesty the Queen in right of the Province of British Columbia and the Transferee;

Transferee will, upon the written request of the Transferor and at its own cost and expense, in a prompt, diligent and workmanlike manner, remove from the right of way area any portion or all of the works as instructed and shall restore any damage to the right of way area caused by the initial construction or installation or by the removal of the works.

4. It is mutually agreed between the Transferor and the Transferee that:
- (a) The Transferee shall within two (2) years of registration of this instrument at the proper Land Title Office cause a survey of the right of way area to be made and shall deposit the plan of such survey when completed in the proper Land Title Office. Such plan and the survey upon which it is based shall thereafter in all respects establish and define the right of way area.
 - (b) The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this instrument.
 - (c) The amount of any compensation payable under Paragraph 3 hereof shall be such as may be mutually agreed upon between the Transferor and the Transferee and in the event of disagreement as may be settled by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia), but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid;
 - (d) Neither party to this Agreement will be liable to the other party or any other entity for any punitive, incidental, indirect or consequential loss or damage, including loss of revenues, income or profits, cost of capital, loss of goodwill or reputation or increased operating costs;
 - (e) Despite any rule of law or equity, the works shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or fixed to the freehold, and shall at any time and from time to time be removable in whole or in part by the Transferee, its successors and assigns;
 - (f) This Agreement shall be construed as running with the land and that no part of the fee of the soil shall pass to or be vested in the Transferee under or by these presents;
 - (g) This Agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia, which will be deemed to be the proper law of this Agreement;
 - (h) Notice to the Transferor or to the Transferee shall be in writing and shall be sufficiently given if mailed in Canada or if delivered, in either case to the intended recipient at its address appearing on Page 1 (Form C) of the attached General Instrument – Part 1, or at such other address as either party may from

time to time advise by notice to the other, provided that notice to any successor in title to the Transferor shall be in writing and shall be sufficiently given if mailed in Canada or if delivered, in either case, to such successor in title at its address appearing on the certificate of title for the lands or part thereof maintained by the applicable Land Title Office, or at such other address as such successor in title may from time to time advise by notice in writing to the Transferee. Any such notice shall be deemed to have been given and received if delivered as aforesaid, at the time of delivery, and if mailed in Canada as aforesaid, on the fifth business day following the date of mailing;

- (i) The Transferee may not assign any part of this Agreement without the prior written consent of the Transferor unless the assignee covenants in favour of the Transferor to assume full responsibility for this Agreement. Notwithstanding the foregoing:
 - (i) The Transferee shall be able to assign this Agreement, and all of its rights, privileges, interests and benefits therein, without the prior consent of the Transferor, to its lender(s) or anyone to whom the Transferee has granted security or provided a guarantee in respect of the project for which this Agreement is required by the Transferee (herein referred to collectively as the “**Lenders**” and individually as the “**Lender**”); and
 - (ii) The Lender(s) shall be able to assign this Agreement, and all of their rights, privileges, interests and benefits arising therein, to any persons in connection with and enforcement of their security, with the prior written consent of the Transferor, not be unreasonably withheld or delayed. The Transferor shall execute and deliver an acknowledgement and consent agreement in favour of such Lender(s) substantially in the form attached hereto as Schedule “B”; and
- (j) The expressions “Transferor” and “Transferee” herein contained shall be deemed to include the respective successors and assigns of such parties wherever the context so admits.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed on one or more pages.

SCHEDULE "B"

Acknowledgement and Consent Agreement

This Acknowledgement and Consent Agreement ("**Acknowledgement**") made of the • day of •, by and between the District of Port Hardy (the "**Owner**") and •, as agent (the "**Agent**") pursuant to a credit or other financing agreement dated • (as amended from time to time, the "**Financing Agreement**") between, *inter alia*, Cape Scott Wind Farm Inc. (the "**Borrower**"), the Agent, • and the other financial institutions from time to time party thereto, as lenders (collectively, the "**Lenders**") [**and •, in its capacity as collateral agent under the agreement made as of •, 2011 (as amended from time to time, the "Collateral Agency Agreement") between •, the persons who are, and from time to time become, parties thereto as guarantors and • (the "Collateral Agent"), as agent for the Secured Creditors (as defined therein)**];

WITNESSES THAT WHEREAS:

- A. The Borrower entered into a Statutory Right-of-Way Agreement registered against title to the lands described therein (the "**Lands**") under No. • (the "**Agreement**"), pursuant to which the Owner has granted to the Borrower, *inter alia*, certain rights (the "**Rights**") on the terms and conditions set out in the Agreement;
- B. Pursuant to [, **respectively,**] the Financing Agreement and [**the Collateral Agency Agreement**] (and documentation delivered in connection therewith), the Agent [**and Collateral Agent, respectively,**] have been granted charges, mortgages, assignments and security interests (collectively, the "**Security Interests**") in all of the property, undertaking, assets, interests, rights and benefits of the Borrower, including without limitation, all of Borrower's right, title and interest in the Lands, the Agreement and all rights, privileges, benefits and interests therein, and all improvements, equipment, structures, chattels, personal property and appurtenances thereto in, on, under or appurtenant to the Lands (collectively, the "**Collateral**"); and
- C. The Owner has agreed to execute and deliver this Acknowledgement to the Agent [**and the Collateral Agent**] pursuant to the provisions of the Agreement;

NOW THEREFORE in consideration of the sum of Two Dollars (\$2) paid by [**each of**] the Agent [**and the Collateral Agent**] to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges, covenants and confirms to [**each of**] the Agent [**and the Collateral Agent**], as follows:

1. The Owner consents to the creation of the Security Interests and the registration thereof against title to the Lands in the applicable Land Title Office.
2. The Owner acknowledges that, following an event of default by the Borrower under the Financing Agreement [**or an event of default as defined in the Collateral Agency Agreement**] (each, an "**Event of Default**"), the Agent, the Lenders [**or the Collateral Agent**] or any nominee or designee thereof or any receiver or receiver-manager (collectively, an "**Agent Party**") shall have the right to enforce the Security Interests, including, without limitation, the right to enjoy and enforce the rights of the Borrower

under the Agreement and, in the course of the enforcement of such rights, shall be entitled to sell, assign, transfer, negotiate or otherwise dispose of the Agreement, provided that in exercising such rights the Agent Party shall assume all of the liabilities and obligations of the Borrower under or in connection with the Agreement.

3. The Owner agrees:
 - (a) that if the Agreement is terminated or surrendered for any reason, the Owner shall give notice of such termination to **[each of]** the Agent **[and the Collateral Agent]** and shall offer to enter into a new or replacement agreement (the "**Replacement Agreement**") with the Agent**[, the Collateral Agent]** or another Agent Party or other person designated by, as applicable, the Agent**[, the Collateral Agent]** or other Agent Party, which Replacement Agreement shall be upon the same terms and conditions as the Agreement; and
 - (b) that if, within 30 days of receipt of the notice referred to in paragraph (a) above, the Agent **[or the Collateral Agent]** requests a Replacement Agreement, the Owner shall enter into such Replacement Agreement with, as applicable, the Agent**[, the Collateral Agent]** or another Agent Party or other person designated by the Agent **[or the Collateral Agent]**.
4. The Agent covenants and agrees with the Owner that during any period the Agent exercises its Security Interests and takes possession of the Borrower's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Borrower's interest in the Lands or the Collateral or any part thereof, or succeeds to the interest of the Borrower under the Agreement, it will assume all of the obligations of the Borrower under or in connection with the Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the Agreement capable of being performed by the Agent.
5. **[The Collateral Agent covenants and agrees with the Owner that during any period the Agent exercises its Security Interests and takes possession of the Borrower's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Borrower's interest in the Lands or the Collateral or any part thereof, or succeeds to the interest of the Borrower under the Agreement, it will assume all of the obligations of the Borrower under or in connection with the Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the Agreement capable of being performed by the Collateral Agent.]**
6. The Owner confirms and acknowledges that in the event that either the Agent **[or the Collateral Agent]** assigns, transfers or otherwise disposes of its interest in the Agreement pursuant to its Security Interests (a "**Transfer**"), and upon such assignee or transferee covenanting and agreeing in writing with the Owner to assume and perform all of the covenants and obligations of the Borrower pursuant to the Agreement, **[each of]** the Agent **[and the Collateral Agent]** shall, thereupon and without further agreement, be freed and relieved of all liability with respect to the Agreement from and after the effective date of such Transfer.

7. All notices hereunder shall be in writing, sent by registered mail, return receipt requested or by facsimile, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.
8. This Acknowledgement may be executed in any number of counterparts, shall be governed by the laws of the Province of British Columbia and binds and inures to the benefit of the Agent, and its successors and assigns[, **the Collateral Agent, and its successors and assigns**] and shall be binding upon the successors and assigns of the Owner.
9. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Acknowledgement.
10. The provisions of this Acknowledgement shall continue in effect until the Owner shall have received the written certification of the Agent [**and the Collateral Agent**] that all amounts advanced, and obligations arising, under the Financing Agreement [**and all Obligations (as defined in the Collateral Agency Agreement)**] have been paid and performed in full.

IN WITNESS WHEREOF this Acknowledgement is executed by the parties.

DISTRICT OF PORT HARDY

By: _____
Authorized Signatory
Print Name:
Title:

By: _____
Authorized Signatory
Print Name:
Title:

[NAME OF AGENT] as Agent for the
Lenders [**and Secured Creditors**]

By: _____
Print Name:
Title:

END OF DOCUMENT

EXHIBIT "II"
to Transmission Line Agreement

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Lynda M. Stokes, Murdy & McAllister
Barristers & Solicitors
PO Box 49059
Vancouver

Tel: 604-689-5263
File:4557

BC V7X 1C4

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Statutory Right of Way

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

DISTRICT OF PORT HARDY

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

DISTRICT OF PORT HARDY
PO BOX 68 PORT HARDY, BC
7360 COLUMBIA STREET
PORT HARDY

BRITISH COLUMBIA
CANADA

V0N 2P0

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

DISTRICT OF PORT HARDY and its authorized signatories:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

DISTRICT OF PORT HARDY and its authorized signatories:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**009-942-564 THE NORTH EAST ¼ OF SECTION 35, TOWNSHIP 9, RUPERT DISTRICT,
EXCEPT THAT PART ON PLANS 28379, 29736, 31010, 31011, 32031, 33030,**

STC? YES **37136 AND 38071**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**009-956-581 THE SOUTH EAST ¼ OF SECTION 35, TOWNSHIP 9, RUPERT DISTRICT,
EXCEPT THAT PART ON PLANS 31875, 37136 AND 38800**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**000-012-301 THE SOUTH WEST ¼ OF SECTION 36, TOWNSHIP 9, RUPERT DISTRICT,
EXCEPT THAT PART ON PLANS 31875, 32031, 33939, 35022, 38800 AND**

STC? YES **40003**

TERMS OF INSTRUMENT - PART 2

BACKGROUND:

- A. The Transferor is the registered owner in fee simple of certain lands in the District of Port Hardy that are legally described in Item 2 of the General Instrument - Part 1 of this *Land Title Act* Form C (the "**Lands**");
- B. The Transferee requires and the Transferor has agreed to grant the Transferee a statutory right of way pursuant to section 218 of the *Land Title Act* across the Lands, which area will be precisely determined by a survey to be made by a British Columbia Land Surveyor ("**Right of Way Area**");
- C. The statutory right of way granted under this instrument is necessary for the operation and maintenance of the Transferee's undertakings.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1.0 Definitions

1.1 In this Agreement:

- (a) "**Works**" means all water works, including pipes, improvements, culverts, manholes, meters, pumps, valves, equipment, together with any ancillary attachments, fittings and appurtenances necessary or convenient for the purpose of conveying, draining, containing, protecting and metering of water and the Transferee's water system.

2.0 Grant of Statutory Right of Way

2.1 The Transferor grants, in perpetuity and at all times, to the Transferee, its employees, agents, contractors, invitees, licensees, successors and assigns, the full, free, unrestricted and uninterrupted right, license, liberty, privilege, easement and right of way (the "**Right of Way**") to:

- (a) enter, use, operate, work upon and pass and re-pass (with or without vehicles, equipment, tools, machinery, personnel and materials) along, over, under and upon the Right of Way Area;
- (b) dig, excavate, alter, deposit, remove, and cover up the soil of the Right of Way Area;

- (c) lay down, construct and install the Works and to operate, maintain, alter, enlarge, repair, extend, renew, remove, inspect, clean and replace the Works within the Right of Way Area;
- (d) have reasonable unobstructed access over the Lands to and from the Right of Way Area for all purposes relating to this Agreement;
- (e) store, temporarily, on the Right of Way Area all personal property, including equipment, tools, machinery and materials, necessary for the construction, installation, maintenance, repair or replacement of the Works;
- (f) prune or remove trees within the Right of Way Area and clear the Right of Way Area and keep it cleared of anything that that in the reasonable opinion of the Transferee may interfere with the function or operation of the Works or otherwise interfere with any of the Transferee's rights under this Agreement; and
- (g) do all things that, in the opinion of the Transferee, are necessary or incidental to the Transferee's business and undertakings in connection with the Works and use of the Right of Way.

3.0 Transferee's Obligations

- 3.1 The Transferee will do the work that it is entitled to do under this Agreement in a workmanlike manner so as to do as little injury as practicable to the surface of the Right of Way Area and upon completion of any work that it is entitled to do under this Agreement, the Transferor will remove all debris and rubbish from the surface of the Land, including the Right of Way Area, caused by the Transferee and its employees, agents contractors and licensees, to the satisfaction of the Transferor, acting reasonably.
- 3.2 The Transferee will within two (2) years of registration of this instrument at the proper Land Title Office cause a survey of the Right of Way Area to be made and will deposit the plan of such survey when completed in the proper Land Title Office. Such plan and the survey upon which it is based will thereafter in all respects establish and define the Right of Way Area.

4.0 Transferor's Obligations

- 4.1 The Transferor must not grant to any person, firm, entity or corporation:
 - (a) an easement or statutory right-of-way over the Right of Way Area or;
 - (b) any other interest in land over the Right of Way Area that would, in the opinion of the Transferee, reasonably exercised, adversely affect the Right of Way Area, the Works or the Transferee's rights under this Agreement

without first obtaining the written consent of the Transferee.

- 4.2 The Transferor must not and must not permit any person, firm, entity or corporation to:

- (a) plant, install, or maintain any trees in any portion of the Right of Way Area;
- (b) excavate, drill, install, place, erect, build, extend or maintain any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building, structure or other improvement upon, over or under the Right of Way Area;
- (c) carry out blasting on or adjacent to the Right of Way Area;
- (d) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Transferee, its employees, agents, contractors, invitees, licensees, successors, assigns, materials, supplies, vehicles or equipment to the Right of Way Area or the Works;
- (e) undertake any clearing or excavation on the Lands that may result in a release or discharge silt, concrete leachate, construction and excavation wastes, overburden, soil or any substances that may be deleterious to aquatic life into the Works; or
- (f) otherwise interfere with the exercise of any rights granted to the Transferee under this Agreement.

without first obtaining the written consent of the Transferee;

- 4.3 The Transferor will do or cause to be done all acts reasonably necessary to grant priority to this Agreement over charges and encumbrances which may have been registered against the title to the Lands in the provincial Land Title Office, save and except those specifically approved, in writing, by the Transferee, or in favour of the Transferee.

5.0 Remedies for Breach

- 5.1 If the Transferor does anything in breach of this Agreement then, in addition to any other right or remedy it may have, the Transferee may:

- (a) if the Transferor fails to remedy the breach within ten (10) days after the Transferee provides written notice to the Transferor to remedy; or
- (b) immediately, in the event of an emergency, as determined in the sole discretion of the Transferee

do all things necessary to remedy the breach without any liability for damages and for such purpose may enter with equipment, personnel and materials upon the Right of Way Area. The Transferor will forthwith upon receipt of written request from the Transferee pay to the Transferee all reasonable costs, charges and expenses to which the Transferee may be put by reason of the Transferor's breach.

6.0 Interpretation

- 6.1 This Agreement does not exempt the Transferor from complying with all applicable municipal, regional, provincial and federal legislation.

- 6.2 Except as provided in this Agreement, the Transferor is not restricted or prevented from using the Right of Way Area in a manner that does not interfere with the security or efficient functioning of or the Transferee's unobstructed access to and from the Works and the Right of Way Area.
- 6.3 All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed by the Transferee over, on, in or under the Right of Way Area are and will remain the property of the Transferee, despite any rule of law or equity to the contrary.
- 6.4 The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this instrument.
- 6.5 The Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee.
- 6.6 The covenants in this Agreement run with the Lands and are not personal or binding on the parties except during such time as they have an interest in the Lands or the Right of Way Area.
- 6.7 This instrument enures to the benefit of and is binding upon the respective heirs, executors, administrators and assigns of the parties.
- 6.8 Headings are used in this Agreement for convenience only for convenience only and are not to control or affect the construction or interpretation of this Agreement
- 6.9 Words importing the male gender include the female gender and either includes the neuter and vice versa.
- 6.10 Words importing the singular number include the plural number and vice versa.
- 6.11 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 6.12 Whenever it is required or desired that either party deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
 - (a) the Transferor or the Transferee has been served personally, on the date of service; or
 - (b) mailed by prepaid registered mail, on the date received or on the second day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address one party may provide in writing to the other party from time to time.
- 6.13 Any opinion which the Transferee is entitled by virtue of this Agreement to form may be formed on behalf of the Transferee by the Transferee Engineer or his or her designate

and such opinion will be deemed to be the opinion of the Transferee for the purposes of this Agreement.

- 6.14 If any term of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then the invalid term will be considered severed from the Agreement and the rest of the Agreement will remain in force.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of the General Instrument - Part 1 of *Land Title Act* Forms C and D.

END OF DOCUMENT



DISTRICT OF PORT HARDY INTEROFFICE MEMORANDUM

TO: Rick Davidge, CAO
FROM: Gloria Le Gal, DCS
SUBJECT: Community Consultative Committee
DATE: 30 August, 2012

We now have applications for the Community Consultative Committee.

The Terms of Reference state:


- s. 4.1 The voting members shall consist of up to nine members as appointed by Council. At least seven (7) shall be residents of the municipality.

- s. 6.2 Initial appointments when forming the Committee shall be 51% appointed to a two-year term, 49% appointed to a one-year term in order to provide future continuity.

I recommend the following appointments to the Community Consultative Committee:

Lyn Barton	1 year term
Pat Corbett-Labatt	1 year term
Eddy Lagrosse	1 year term
Allison Flannigan	1 year term
Gord Patterson	2 year term
Donna Gault	2 year term
Cathie Poje	2 year term
Mark Jones	2 year term
Rob Tucker	2 year term

Respectfully submitted,



Gloria Le Gal, DCS



**DISTRICT OF PORT HARDY
BYLAW NO. 15-2012**

**A Bylaw to Provide Regulations
For The Control of Burning and Smoke**

GIVEN THAT Council deems it expedient and desirable to provide such regulations with respect to regulating outdoor fires;

THEREFORE the Council of the District of Port Hardy in open meeting assembled enacts as follows:

1. Title

This bylaw may be cited as the "Open Burning and Smoke Control Bylaw No. 15-2012".

2. Definitions

In this bylaw, unless the context otherwise requires:

Air Curtain Burner is a portable or stationary combustion device that directs a plane of high velocity forced draft air through a manifold head into a burn chamber or earthen pit or trench made to function as the Fire Box with vertical walls in such a manner as to maintain a curtain of air over the surface of the burn chamber and a recirculating motion of air under the curtain.

Animal Organic Waste means solid organic waste material of animal origin and includes flesh, carcasses, offal, hides, faeces and feathers.

Approval means acceptance as satisfactory to the District of Port Hardy.

Beach Fire means a fire lit in a non-combustible environment below the high tide line for the purpose of warmth or cooking.

Category A Open Fire means an open fire that burns piled material no larger than 1 m in height and 1 m in diameter but does not include a campfire or recreational fire.

Category B Open Fire means an open fire that burns piled material larger than 1 m in height and 1 m in diameter and may include land clearing waste.

Ceremonial Fire means a fire lit for the purpose of carrying out a ritual.

Council means the Municipal Council of the District of Port Hardy.

Debris means distributed or undistributed vegetative matter targeted for management or disposal by open burning.

Demolition Waste means any material resulting from or produced by the complete or partial destruction or tearing down of any structure.

District means the District of Port Hardy.

Domestic Incinerator means any metal or masonry container equipped with a tight fitting wire screen lid of a mesh not greater than one centimetre (3/8") to restrict any sparks or flying debris.

Fire Chief means the head of the Fire Department as appointed by the Council of the District of Port Hardy or his designate.

Land Clearing Waste means brush, stumps, slash and similar materials resulting from or produced by the clearing of land.

Noxious Material includes tires, plastics, rubber products, drywall, demolition waste, construction waste, paint, special waste, animal organic waste, biomedical waste, tar, asphaltic products, battery boxes, plastic materials, waste petroleum products, all of which may produce heavy black smoke or noxious odours.

Officer means the Fire Chief or his designate, the Bylaw Enforcement Officer or his designate, a Province of British Columbia Conservation Officer or a member of the RCMP.

Open Burning means the combustion of material without control of the combustion or air and without a stack or chimney to vent the emitted products of combustion to the atmosphere but does not include charcoal fires contained within barbecues for the purpose of cooking food.

Open Fire is any fire that is not vented through a structure that has a flue incorporated in a building.

Order means any order, decision, requirement or direction given by an Officer.

Permit means a document issued pursuant to the provisions of this bylaw authorizing a person to undertake open air burning under the conditions specified in the document.

Recreational Fire includes a campfire and means the burning of wood for recreational purposes in a permanent outdoor fireplace, barbecue or fire pit not larger than 60 centimetres in diameter that is designed and constructed to confine the fire and is suitable for such a purpose.

Smoke means the gases, particulate matter and products of combustion emitted into the atmosphere when debris is open burned.

Supervisor means the person who is directly supervising the open burning.

Ventilation Index means the Environment Canada forecast ventilation index which provides regional information for airflow venting.

3. Open Air Burning

3.1 Except as provided in Section 3.3, no person shall light, ignite or start or allow or cause to be lighted, ignited or started a fire without making application for and obtaining a permit from the District.

3.2 A person who has obtained a permit under this bylaw may carry out open burning of

debris on a parcel of land if:

- a) the debris is open burned on the parcel of land from which it originated;
- b) the substances which normally emit dense smoke or noxious odours and those prohibited materials set out in Schedule "A" are not included with debris that is open burned;
- c) every reasonable alternative for reducing or recycling debris has been pursued to minimize the amount of debris to be open burned; and
- d) the open burning is conducted in accordance with the conditions set out in the *Environmental Management Act*, the *Wildfire Act* and regulations thereto.

3.3 A burning permit is not required for a ceremonial, recreational or beach fire.

3.4 All Provincial fire bans effective within the Coastal Fire Centre, shall apply within the District boundaries. If a fire ban is imposed in any portion of the District it shall be deemed to be imposed within the entire District.

3.5 Category A and B fires will be permitted only in the period from October 16 to April 15 and only if there is not a Provincial fire ban within the Coastal Fire Centre.

3.6 Category A fires are permitted throughout the District.

3.7 Category B fires are only permitted in those areas shown on Schedule "B" of this bylaw.

4. Distance From Buildings and Facilities During Open Burning

4.1 The open burning of debris in a Category A fire must be carried out at least 4.6 m from all property lines and buildings and at least 1.5 m from any grass, shrubs, trees, wooden fence or other combustible material.

4.2 The open burning of debris in a Category B fire must be carried out at least 100 m from neighbouring residences and businesses and 500 m from schools in session, hospitals and facilities used for continuing care as defined under the *Continuing Care Act*.

5. Control of Fires

5.1 Category A fires shall be conducted and concluded between 8:00 a.m. and sunset of the same day.

5.2 Category B fires shall be for a maximum duration of three (3) days and there must be a minimum of fifteen (15) days between fires.

5.3 A property owner may have a maximum of five (5) Category B fires on one property in one burning period.

5.4 A person who has been issued a permit under this bylaw must ensure that the fire is continuously supervised and controlled by a person who is at least nineteen (19) years old.

- 5.5 The supervisor must have emergency equipment that is immediately available and must be capable of controlling or putting out the fire to prevent danger, damage and injury to persons or property.
- 5.6 The District may, at its discretion, require that Air Curtain Burners be used for burning land clearing waste.

6. Burning of Garbage and Noxious Material

- 6.1 No person shall burn garbage and/or noxious material in an open fire, in a domestic incinerator or in any similar device.
- 6.2 Attached as Schedule "A" is a list of prohibited materials.

7. Inspection and Orders

- 7.1 An Officer may:
 - a) enter at all reasonable times on any property that is subject to the requirements or regulations of this bylaw, to ascertain whether the regulations in this Bylaw or directions made under this Bylaw are in compliance;
 - b) make orders directing the owners or occupiers of property or the supervisor to bring the fire into compliance with this bylaw;
 - c) prevent material not properly prepared (i.e. dried) from being added to the fire;
 - d) call on Conservation Officers if a person is burning waste in contravention of the *Waste Management Act*; or
 - e) order the supervisor to immediately put the fire out.
- 7.2 No person shall obstruct or prevent an Officer from conducting an inspection under this bylaw.

8. Favourable Weather for Smoke Dispersion

- 8.1 Unless otherwise directed by an Officer, Category A or B burning must not be initiated unless the ventilation index is forecast as "good" for the period during which the burning is to take place.
- 8.2 Due care and consideration must be employed so that smoke from open burning of debris does not pose a hazard at airports or on District highways by significantly reducing visibility.

9. Issuance of Burning Permits

- 9.1 A written permit shall be in the form prescribed from time to time by the District and shall be valid for specified days during the period designated under Section 5 of this bylaw. A separate permit is required for each new burning permit application.
- 9.2 The District may withhold or cancel any permit issued where, in its opinion, the igniting of a fire may create a hazard or nuisance to persons or property.

- 9.3 If at any time an Officer, on account of the existence of hazardous conditions, inclusive of meteorological or ambient air quality conditions, deems it advisable, he may suspend for such time as it is necessary, any right to burn granted pursuant to this bylaw, including all or any permits issued pursuant to this bylaw, or he may attach to any or all such permits such conditions and restrictions as deemed proper.
- 9.4 All permits issued pursuant to this bylaw shall be subject to such conditions, restrictions and provisions as the District may consider necessary and expedient to incorporate therein.
- 9.5 Fees for the issuance of burning permits are as set out in the District of Port Hardy Rates Bylaw

10. Exceptions

The following are excluded from the regulations, provisions and penalties provided for under this bylaw, unless expressly banned by the Provincial Government within the Coastal Fire Centre:

- a) charcoal, wood or propane fires contained within a barbecue, hibachi or fire pit having a surface area not greater than one (1) square meter and covered by a grate for the purpose of cooking food;
- b) charcoal, wood or propane fires contained within an Outdoor Fireplace having a maximum diameter of one (1) meter, a maximum width of one (1) metre, a maximum depth of one (1) metre and a maximum height including chimney, of 1.8 meters;
- c) beach fires;
- d) recreational fires;
- e) fires started and maintained by the Port Hardy Volunteer Fire Department for training, education or other fire department purposes; and
- f) fires used or recommended by authorities having jurisdiction to manage ecosystems for purposes of silviculture, forest fuel management, fire hazard reduction, wildlife enhancement and the use of fire as a means of fire control.

11. Utility Transmission Operations

A person carrying out an industrial activity that is a utility transmission operation, as defined by the Wildfire Regulation, must meet the requirements of that regulation.

12. Cost Recovery

Every owner/occupant of a property who starts or allows to be started, any outdoor fire or open burning is responsible for such fire. If, in the opinion of an Officer, the fire presents a hazard, has escaped or threatens to escape from the owner's control or is prohibited under the terms of this bylaw, the Fire Department may be summoned to control or extinguish the fire. The owner shall be liable for all costs and expenses incurred by the Fire Department or the District to control or extinguish the fire. The costs and expenses, including penalties, may be recovered from the owner together with any administration costs in like manner as municipal taxes.

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13. Liabilities for Damages

This Bylaw shall not be construed to hold the District nor its authorized agent or agents responsible for any damage to persons or property by reason of:

- a) inspections authorized by this Bylaw, or
- b) the failure to carry out an inspection, or
- c) a permit issued as herein provided.

14. Scope and Penalties

14.1 In the event of there being any conflict between the terms and provisions of this Bylaw and the terms and provisions of the *Fire Services Act* or the *Waste Management Act* and regulations thereunder or other provincial acts or regulations, the terms and provisions of the said acts and regulations shall prevail.

14.2 Every person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects or refrains from doing anything required to be done by any of the provisions of this bylaw shall be deemed to be guilty of an infraction hereof and shall be liable to the penalties imposed. Every continuing infraction shall be deemed to be a new and separate offence for each day during which the same shall continue.

14.3 Any person found guilty of an infraction of any of the provisions of this bylaw shall, upon summary conviction, be liable to a minimum fine of Five Hundred Dollars (\$500), which shall be recoverable and enforceable upon summary conviction in the manner provided by the *Offence Act*.

15. Inclusivity

In this bylaw, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

16. Reference to Acts

Any reference in this bylaw to provincial or federal legislation refers to the Act as it may be amended or replaced from time to time and to all regulations enacted thereto.

17. Severability

If a court of competent jurisdiction declares any portion of this bylaw invalid, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

18. Schedules

Schedule "A" - Prohibited Material
Schedule "B" – Burn Zones

19. Enactment

Open Burning and Smoke Control Bylaw No. 06-2010 is hereby repealed.

Read a first time on the 14th day of August, 2012.

Read a second time on the 14th day of August, 2012.

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Read a third time on the 14th day of August, 2012.

Adopted on the _ day of _, 2012.

Director of Corporate Services

Mayor

Certified to be a true copy of Open
Burning and Smoke Control Bylaw No. 15-2012

Director of Corporate Services

SCHEDULE "A"
BYLAW 15-2012

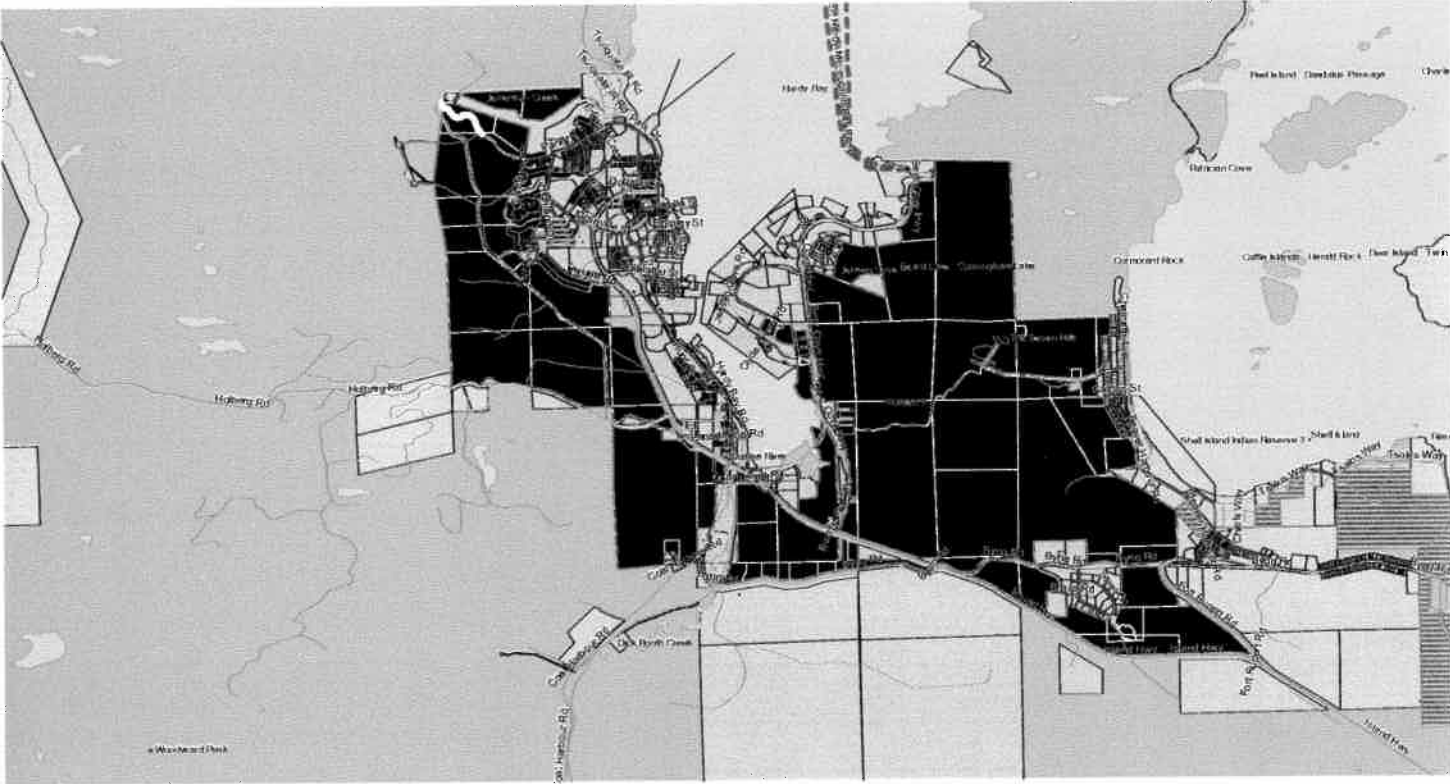
PROHIBITED MATERIAL

The following material must not be included with debris that is open burned:

tire	treated lumber
plastics	railway ties
drywall	manure
demolition waste	rubber
domestic waste	asphalt
paint	asphalt products
hazardous waste	fuel and lubricant containers
tar paper	biomedical waste
Any Prohibited Material as defined in the Open Burning Smoke Control Regulation	

SCHEDULE "B" BURN ZONES

Category B fires permitted





**DISTRICT OF PORT HARDY
BYLAW 12-2012**

**A Bylaw to Extend the Tax Sale Redemption Period
for Units # 104, 107, 108, 110, 209 and 305
at 7450 Rupert Street**

WHEREAS units # 104, 107, 108, 110, 209 and 305 at 7450 Rupert Street were sold for taxes at the public action on September 26, 2011.

AND WHEREAS the District of Port Hardy was the default purchaser.

AND WHEREAS the current redemption period expires at 10:00 a.m. on September 24, 2012.

NOW THEREFORE the Council of the District of Port Hardy in open meeting assembled enacts as follows:

1. This bylaw may be cited as the "District of Port Hardy Tax Sale Redemption Period Extension Bylaw No. 12-2012".
2. The redemption period for units # 104, 107, 108, 110, 209, and 305 at 7450 Rupert Street is extended for a period of 1 year as permitted in Section 417 (6) of the *Local Government Act*.

Read a first time the 14th day of August, 2012.

Read a second time the 14th day of August, 2012.

Read a third time the 14th day of August, 2012.

Adopted the _ day of _, 2012.

Director of Corporate Services

Mayor

Certified to be a true copy of
District of Port Hardy
Tax Sale Redemption Period
Extension Bylaw 12-2012

Director of Corporate Services

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