



Regular Meeting of the Council of the District of Port Edward

Tuesday, July 9, 2024

7:00 PM

District of Port Edward Council Chambers

Zoom Link: <https://us06web.zoom.us/j/86185518176>

Meeting ID: 861 8551 8176

AGENDA

We respectfully acknowledge we are meeting on the traditional homeland and territories of the Tsimshian Peoples

1. **Adoption of Agenda**

Recommendation:

THAT the Agenda for the Regular Council Meeting of July 9, 2024 be adopted as presented.

2. **Adoption of Minutes**

Recommendation: THAT the minutes of the Regular Council Meeting of June 25, 2024 and the Special Meeting on June 26, 2024 be adopted as presented.

Committee of the Whole Agenda

3. **Business Arising**

4. **Petitions & Delegation**

5. **Correspondence**

a) **Indigenous Education Department – School District # 52**

RE: Thank You

b) **North Coast Regional District**

RE: Joint Letter: Service Interruptions at the Land Weather Station on Holland Rock

c) **North Coast Regional District**

RE: June Board Highlights

d) Union of BC Municipalities
RE: 2024-2034 Canada Community-Building Fund Agreement

- 6. Reports**
- 7. Bylaws**
- 8. Reports on Council Activities**
- 9. Questions from Audience – *Regarding Listed Agenda Items Only***
- 10. New Business**

a) Port Edward- Post Office

11. Adjournment

Resolution to Exclude the Public

Recommendation: That the meeting be closed to the public under Section 90 of the Community Charter to consider items relating to one or more of the following:

- 90.1 (m) a matter that, under another enactment, is such that the public may be excluded from the meeting.

MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE DISTRICT OF PORT EDWARD, HELD IN COUNCIL CHAMBERS ON TUESDAY JUNE 25, 2024

PRESENT:

COUNCIL:

Mayor Knut Bjorndal, Chair
Councillors: Dan Franzen, Christine MacKenzie,
Colleen McDonald and James Brown

ADMINISTRATION:

Todd Francis, Chief Administrative Officer &
Polly Pereira, Director of Corporate Administrative
Services and Strategic Projects
Lorraine Page, Director of Finance

CALL TO ORDER

Mayor Knut Bjorndal called the meeting to order at 7:00 pm on Tuesday June 25, 2024.

The Mayor opened the meeting by respectfully acknowledging we are meeting on the traditional unceded homeland and territories of the Tsimshian Peoples.

AGENDA:

24-141 Moved by: Councillor Franzen
Seconded by: Councillor McDonald

THAT the Agenda for the Regular Council Meeting of June 25, 2024 be adopted as presented.

Carried Unanimously

MINUTES:

24-142 Moved by: Councillor Franzen
Seconded by: Councillor MacKenzie

THAT the minutes of the Regular Meeting of Council dated June 11, 2024 be adopted as presented.

Carried Unanimously

24-143 Moved by: Councillor Franzen
Seconded by: Councillor MacKenzie

FURTHER THAT the Accessibility Committee minutes be received.

Carried Unanimously

BUSINESS ARISING:**PETITIONS AND/OR DELEGATION:**

Joseph Fry and Lauren Isaac, representatives, Hapa Collaborative

RE: Waterfront Park

Mr. Fry and Ms. Isaac presented to Council the concept design for the proposed waterfront park and the overall plan to develop this site. This proposed project has four phases of development. The next step will be consultation with First Nations as well as some environmental assessment of the area to see if the proposed design for the waterfront park can be developed as proposed.

A concern raised was the parking along highway 599R, proposed parking will be along the shoulder of the highway, and the ability to safely remove kayaks from parked vehicles. Better parking options may be required.

CORRESPONDENCE:

a) Rupert Runners

RE: Grant in Aid

24-144 Moved by: Councillor Brown
 Seconded by: Councillor McDonald

THAT the Grant in Aid application received June 6, 2024 requesting support for the upcoming Cannery Road Race be received and filed; and

FURTHER THAT Council will contribute \$500 towards this event.

Carried Unanimously

b) Bindi Sawchuk, Assistant Deputy Minister, Housing and Land Use Policy

RE: Regulations for Housing Needs Reports & Amenity Coast Charges: Webinar Invitation

24-145 Moved by: Councillor Franzen
 Seconded by: Councillor McDonald

THAT the letter dated June 19, 2024 sent via email regarding the new amended regulations related to Housing Needs Reports and Amenity Cost be received and filed.

Carried Unanimously

REPORTS:**a) 2023 Annual Report**

Council was provided a report dated June 25, 2024 from Polly Pereira, Director of Corporate Administrative Services, regarding the 2023 Annual Report. The annual report as per Community Charter section 98 must include the audited Financial Statements, any tax exemptions, reports on municipal services and operations from the previous year as well as the progress to date on Council Strategic Plan. The report must be made available for public inspection and this year the report was made available on June 10, 2024 on the District's website and a copy was available at the front counter.

24-146 Moved by: Councillor Franzen
 Seconded by: Councillor MacKenzie

THAT Council accepts the 2023 Annual Report as presented.

Carried Unanimously

b) 6- Month Workplan Update

Council was provided a report dated June 25, 2024 from Todd Francis, Chief Administrative Officer, that provided Council an update on the CAO 3-6-12 Month Workplan progress. The report included the status and progress of each task/project.

24-147 Moved by: Councillor Franzen
 Seconded by: Councillor MacKenzie

THAT Council accepts the 6-Month Workplan as presented.

Carried Unanimously

c) Upgrade, On Call, Call Out and Overtime Policy

Council was provided a report dated June 25, 2024 from Todd Francis, Chief Administrative Officer, regarding changes to the current policy on call, call outs and overtime. The decision is based on the need to streamline decision-making processes and ensure financial impact decisions are appropriately managed by the management team rather than unionized staff.

24-148 Moved by: Councillor Franzen
 Seconded by: Councillor Brown

THAT Council approves to rescind Policy# 607 "On Call and Overtime"; and

24-149 Moved by: Councillor Franzen
 Seconded by: Councillor Brown

THAT Council approves the new Policy ADM# 615 “Upgrade, On Call, Call Out and Overtime Policy”.

Carried Unanimously

d) Council Computer Policy

Council was provided a report dated June 25, 2024 from Polly Pereira, Director of Corporate Administrative Services, regarding a new policy that outlines appropriate use of the District owned devices. The District purchased laptops for Council and this policy provides direction on the permitted use of the laptops.

24-150 Moved by: Councillor Franzen
Seconded by: Councillor MacKenzie

THAT Council approves the new Policy ADM# 616 “Council Computer Policy” as presented.

Carried Unanimously

e) 2024-2025 BC Transit Annual Operating Agreement

Council was provided a report dated June 25, 2024 from Lorraine Page, Director of Finance, regarding the Annual Operating Agreement with BC Transit, for the bus service to Port Edward. The bus service will remain the same as last year’s as well as the bus fares.

24-151 Moved by: Councillor McDonald
Seconded by: Councillor Franzen

THAT Council approves the 2024-2025 Annual Operating Agreement for BC Transit Services.

Carried Unanimously

f) June 2024 Financial Update

Council was provided a report dated June 25, 2024 from Lorraine Page, Director of Finance, that provided projects update and the Statement of Financial Activities as of June 19, 2024. The report also shows that the Operating budget is in alignment with the 2024 Financial Plan Bylaw.

24-152 Moved by: Councillor Franzen
Seconded by: Councillor Brown

THAT Council receives this report for information purposes only.

Carried Unanimously

g) 2023 Statement of Financial Information

Council was provided a report dated June 25, 2024 from Lorraine Page, Director of Finance, regarding the annual reporting, as per the Financial Information Act, the 2023 Statement of Financial Information must be completed and sent to the Ministry of Municipal Affairs and Housing. This report must also be available to the public for viewing.

24-153 Moved by: Councillor Franzen
 Seconded by: Councillor MacKenzie

THAT Council approves the 2023 Statement of Financial Information as presented.

Carried Unanimously

h) Mayor's Golf Tournament (PE/PR)

Council was provided a report dated June 25, 2024 from Todd Francis, Chief Administrative Officer, requesting support for the proposed golf tournament in collaboration with the City of Prince Rupert. This event aims to foster stronger relationships between our communities.

24-154 Moved by: Councillor McDonald
 Seconded by: Councillor Brown

THAT Council supports the joint golf tournament between Port Edward and Prince Rupert, to be known as the "Mayor's Golf Tournament".

Carried Unanimously

i) RFP- Financial Review- Reallocation of Funds

Council was provided a report dated June 25, 2024 from Todd Francis, Chief Administrative Officer, requesting for a reallocation of funds that were approved for the Alwyn Lake and Wolf Creek Dam (\$20,000 each) that was not used, since a grant was approved for this project. The financial review's objective will be to identify areas for improvement, enhance compliance, efficiency, and transparency and ensure the District's long-term financial sustainability.

24-155 Moved by: Councillor MacKenzie
 Seconded by: Councillor McDonad

THAT Council approves the Financial Review RFP by reallocating funds in the 2024-5 Year Financial Plan, \$40,000 for the development of the Emergency Plan for Alwyn Lake and Wolf Creek Dams.

Carried Unanimously

BYLAWS:

REPORTS ON COUNCIL ACTIVITIES:

Councillor Franzen

Attended the North Coast Regional District Board meeting

Mayor Bjorndal

Attended the Benefits Resource Alliance Meeting in Terrace

Attended the Prince Rupert Port Authority Meeting in Prince Rupert

QUESTIONS FROM THE AUDIENCE:

NEW BUSINESS:

**REPORTS FROM
IN-CAMERA:**

ADJOURNMENT:

24-156 Moved by: Councillor MacKenzie
 Seconded by: Councillor Brown

**RE: Motion to move to In-Camera at the end of Regular Council as per
Community Charter Section 90(1):**

(c)- labour relations or other employee relations

NOW THEREFORE BE IT RESOLVED THAT at 7:46 pm June 25, 2024 Regular Meeting of Council be adjourned and move to the In-camera meeting.

CERTIFIED CORRECT

Knut Bjorndal, Mayor

Polly Pereira, Director Corporate
Administrative Services and Strategic
Projects

29.1

**MINUTES OF THE SPECIAL MEETING OF THE COUNCIL OF THE DISTRICT OF
PORT EDWARD, HELD IN COUNCIL CHAMBERS ON WEDNESDAY JUNE 26, 2024**

PRESENT:

COUNCIL:

Mayor Knut Bjorndal, Chair
Councillors: Dan Franzen, Christine MacKenzie,
James Brown and Colleen McDonald

ADMINISTRATION:

Todd Francis, Chief Administrative Officer
Polly Pereira, Director of Corporate Administrative Services
and Strategic Projects

CALL TO ORDER

Mayor Knut Bjorndal called the meeting to order at 4:04 pm on Wednesday June 26, 2024.

The Mayor opened the meeting by respectfully acknowledging we are meeting on the traditional unceded homeland and territories of the Tsimshian Peoples.

AGENDA:

24-157 Moved by: Councillor Franzen
 Seconded by: Councillor MacKenzie

THAT the Agenda for the Special Council Meeting of June 26, 2024 be adopted as presented.

Carried Unanimously

1. RESOLUTION TO EXCLUDE THE PUBLIC

24-158 Moved by: Councillor Franzen
 Seconded by: Councillor Brown

THAT the meeting be closed to the public under Section 90 of the Community Charter to consider items relating to one or more of the following:

- 90.2 (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government of the federal government or both and a third party.

NOW THEREFORE BE IT RESOLVED THAT at 4:05 pm on June 26, 2024 Special Meeting of Council be adjourned and move to an In-Camera meeting.

Carried Unanimously

1.02

CERTIFIED CORRECT

Knut Bjorndal, Mayor

Polly Pereira, Director Corporate
Administrative Services and Strategic
Projects



COMMITTEE OF THE WHOLE AGENDA of the District of Port Edward

Tuesday, July 9, 2024

AGENDA

1. Adoption of Agenda

Recommendation:

THAT the Agenda for the Committee of the Whole of July 9, 2024 be adopted as presented.

2. Discussion

a) Council Code of Conduct Policy



District of Port Edward

POLICY AND PROCEDURES

A

Effective Date:	Authorized By:	Replaces: ADM# 609
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TOPIC: **Council Code of Conduct**

OBJECTIVE: Council members are the keepers of the public trust and must uphold the highest standards of ethical behaviour in order to build and inspire the public's trust and confidence in local government.

POLICY: This policy outlines the minimum expectation for the behaviour of Council members in carrying out their functions.

Summary

The effectiveness of the Code depends on its ability to influence decisions and effectively communicate the Municipality's intended ethical position. The goal is to provide a positive public identity that promotes public confidence and trust among residents and key stakeholders. Trust is built from the inside out, starting with each other, and extending to our team and the public. Leading by example, addressing situations that do not reflect our values, and strengthening our culture are crucial. The governance of the District relies on the efforts of its Council members, who should cooperate and show mutual respect for each individual's contribution to the community's good. Council members' performance, duties, and responsibilities must be fair, open, and honest. Council should treat one another and others they interact with respectfully, practice civility and decorum in discussions and debates, avoid personal comments that could offend others, and demonstrate effective problem-solving tactics.

Definitions:

Advisory Body Member: A person sitting on an advisory committee, task force, commission, board, or other Council established body.

Confidential Information: Information that could reasonably harm the interests of the individual or organizations, including the District of Port Edward, if disclosed to persons who are not authorized to access the information, also information that may apply as per section 117 of the Community Charter.

Council member: Members the Council for the District of Port Edward

Personal Information: As defined in the Freedom of Information and Protection of Privacy Act.

Staff: Employees or contract employee of the District of Port Edward and includes staff supporting Advisory Bodies.

Municipal Officer: A designated staff person as per section 146 of the Community Charter or a bylaw under that section.

Interpretation:

- (a) In the policy, a reference to a person who holds an office includes a reference to the persons appointed as deputy or appointed to act for that person from time to time.
- (b) This code of Conduct applies to the use of social media by Council members in relation to District related matters.

Policy Statements:

1. Key Principles

1.1 Integrity: Council members must uphold the highest standards of ethical behaviour and are expected to:

- make decisions that benefits the community.
- act lawfully and within the authorities of the Community Charter, Local Government Act, and other applicable enactments.
- be free from undue influence and not act, or appear to act, to gain financial or benefits for themselves, family, friends or business interests.

1.2 Accountability: Council members are obligated to answer for the responsibility entrusted to them. They are responsible for decision making which may includes acts of commission and omission. Therefore, decision making must be transparent and subject to public scrutiny, and proper records must be kept.

1.3 Leadership: Council members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour should inspire the public's trust and confidence in local government. Council members will provide leadership to District staff through the Chief Administrative Officer.

1.4 Respect: Council members must conduct public business efficiently and with decorum. They must treat each other and others with respect at all times, not using derogatory language towards others, respect the rights of other people,

treat people with courtesy and recognize the different roles others play in the local government decision making process. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon anyone.

- 1.5 Openness:** Council members have a duty to be as open as possible about their decisions and actions. This means communicating appropriate information openly to the public about decision-making processes and issues being considered; encouraging appropriate public participation, communicating clearly; and providing appropriate means for recourse and feedback.

2. General Conduct

- 2.1 Adherence:** Council members must adhere to the key principals and provision of the Code of Conduct.
- 2.2 Lawful Action:** Council members must act lawfully and within the authorities of the Community Charter, Local Government Act and other applicable enactments and exercise a reasonable degree of care and diligence in carrying out their duties.
- 2.3 Meeting Conduct:** Council members shall prepare themselves for meetings, listen courteously and attentively to all discussions before the body, and focus on the business at hand. Council members shall not interrupt other speakers, make personal comments, or otherwise interfere with the orderly conduct of a meeting.
- 2.4 Decision-Making:** Council members have an obligation to consider issues and exercise powers, duties and functions in a manner that avoids arbitrary and unreasonable decisions.
- 2.5 Respectful Treatment:** Council members shall treat other Council members, staff and Advisory Body members, volunteers, and the public with respect and dignity.
- 2.6 Avoidance of Misconduct:** Council members must avoid behaviour that could constitute an action of disorder or misbehaviour. Specifically, Council members must avoid:
- contravening this policy.
 - contravening the law, including the BC Human Rights Code, and other enactments, and District Bylaws.
 - abusing of power, including discrimination, intimidation, harassment or verbal abuse of others.

3. Collection and Handling of Information

- 3.1 Confidential Information:** Council members shall not release any Confidential Information unless specifically authorized to release it by:
- a resolution of Council to use or release the Confidential Information, and then only to the extent of Council authorization,
 - authorized discussion of the Confidential Information at a meeting that is open to the public.
 - lawful authorization under separate legal authority.
 - Not disclose details on Council's in-camera deliberations or specific details on whether individual Councillors voted for or against an issue.
- 3.2 Personal Information:** Council members must not discuss or disclose Personal Information of others to any person unless it complies with the duty to protect Personal Information under the *Freedom of Information and Protection of Privacy Act*.
- 3.3 Discussion and Disclosure:** Refrain from discussing or disclosing any Confidential Information with or to staff or with persons outside the organization except as authorized.
- 3.4 Prevention:** Take reasonable care to prevent the examination of confidential material or access to Personal Information by unauthorized individuals.
- 3.5 Records Integrity:** Except in the normal course of duties, Council members must not in any way change or alter District records or documents.

4. Conflict of Interest

- 4.1 Avoidance:** Council members shall rigorously avoid situations which may result in claims of pecuniary interest, conflict of interest or bias.
- 4.2 Community Benefit:** Council members are expected to make decisions that benefit the community. They are to be free from undue influence and not act or appear to act to gain financial or other benefits for themselves, family, friends, or business interests.
- 4.3 Disclosure:** Council members must disclose any conflict of interest in accordance with section 100 of the *Community Charter* and, if conflicted, must refrain from participating in a meeting in accordance with section 101 of the *Community Charter*.
- 4.4 Assessment and Legal Advice:** In respect of each matter before Council, a Council member shall:

- 4.4.1 assess whether they have a conflict of interest.
- 4.4.2 determine whether it is necessary to seek independent legal advice, at their own cost except where the CAO approves the cost if concerned about the validity of an affected bylaw or resolution with a situation which may result in a conflict of interest.

4.5 Notification and Refrainment: If a Council member believes they may have or may reasonably be perceived to have a conflict of interest in respect to a matter, the Council member shall:

- 4.5.1 notify the Mayor/Chair or the Corporate Officer of the meeting that the Council member has a conflict of interest prior to the matter being considered, and the Council member shall restate the conflict of interest each time the matter arises before Council.
- 4.5.2 refrain from discussing the matter with any other Council member publicly or privately.
- 4.5.3 leave the meeting room if the matter is discussed and not return until discussion on the matter has ended or voting on the matter has concluded.

5. Council Members Use of Social Media

- 5.1 **Reporting:** It is not the role of individual Council members to report directly on District related business. Council members will use caution in reporting decision-making by way of their social media profiles and websites prior to official communication by the District.
- 5.2 **Disclaimers:** Council members will include an “in my opinion” or similar disclaimer on their individual social media accounts/sites when making follow up posts to the District’s social media postings and when creating original posts regarding District related business.
- 5.3 **Prohibited Content:** Council members will refrain from using or permitting use of their social media accounts for purposes that include:
 - defamatory remarks, obscenities, profane language or sexual content.
 - negative statements criticizing staff or calling into question the professional capabilities of staff or other Council members.
 - content that endorses, promotes, or perpetuates discrimination or mistreatment on the basis of race, religion or belief, age, gender, marital status, national origin, physical or mental disability or sexual orientation.
 - comments that demonstrates a bias in relation to a matter that is statutory or other public hearings.

- promotion of illegal activity.
- information that may compromise the safety or security of the public or public systems.

5.4 Monitoring: Council members are responsible for monitoring their social media accounts and immediately taking measures to deal with publications of messages or postings by others that violate this Code of Conduct.

6. Gifts and Personal Benefits

6.1 Definition: Gifts and personal benefits are items or services of value that are received by a Council member for personal use. Gifts and personal benefits include, but are not limited to, cash, gift cards, tickets to events, invitations to social functions, and services provided at no cost or at a discount.

6.2 Permissible Benefits: Council members may accept gifts and personal benefits in limited circumstances only if they:

- Are received as an incident of protocol or social obligation.
- Are received as a suitable memento of an event.
- Are received as a lawful contribution permitted by law and in accordance with applicable District policies.
- Do not exceed a nominal value.

6.3 Disclosure: Council members must disclose any gift or personal benefit received in accordance with section 106 of the Community Charter.

7. Interactions with Staff and Advisory Body Members

7.1 Roles and Responsibilities: Council members shall respect the Distinct roles and responsibilities of Council members and staff and not involve themselves in matters of administration, which fall within the jurisdiction of the Chief Administrative Officer (CAO).

7.2 Communication with CAO: Council members shall direct inquiries to the CAO and not directly to other staff or Advisory Body Members. However, Council members may communicate directly with staff or Advisory Body Members, if authorized by the CAO.

7.3 Respectful Conduct: Council members shall treat staff and Advisory Body Members with respect and shall not use or attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff or Advisory Body Member with the intent of

interfering with that person's duties, including the duty to disclose improper activity.

8. Implementation and Review

- 8.1 Orientation and Training:** The District will provide orientation and training on the Code of Conduct to Council members, and Council members are expected to attend and participate in all orientation and training sessions.
- 8.2 Annual Review:** Council shall review this Code of Conduct annually to ensure it remains relevant and current.
- 8.3 Accountability:** Council members are accountable to the public and to each other for their adherence to this Code of Conduct. In the case of a complaint against a Council member, Council may take appropriate action, including censure, if it finds that a Council member has breached this Code of Conduct.

9. Consequences for Non-Compliance

- 9.1 Investigation:** In the event of an alleged breach of this Code of Conduct, Council shall direct the CAO to conduct an investigation into the matter. The investigation may involve interviewing the complainant, the respondent, and any witnesses, and reviewing relevant documents.
- 9.2 Findings:** Upon completion of the investigation, the CAO shall report the findings to Council, and Council shall determine the appropriate course of action, which may include:
- A letter of reprimand.
 - A letter of apology.
 - Mandatory training.
 - Suspension from committees or other Council duties.
 - Any other action deemed appropriate by Council, in accordance with applicable law.
- 9.3 Appeal:** Council members who are found to be in breach of this Code of Conduct may appeal the decision to Council within 30 days of the decision. Council shall review the appeal and make a final determination.

10. Conclusion

This Code of Conduct establishes the ethical framework for Council members' behavior, ensuring they uphold the highest standards of integrity, accountability, and respect in their roles. By adhering to these principles, Council members can maintain public trust and effectively serve the community of the District of Port Edward.



District of Port Edward

POLICY AND PROCEDURES

B

ADM# 609

Effective Date: August 10, 2021	Authorized By: Council	Replaces:
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TOPIC: Council Code of Conduct

OBJECTIVE: Council members are the keepers of the public trust and must uphold the highest standards of ethical behaviour in order to build and inspire the public's trust and confidence in local government.

POLICY: This policy outlines the minimum expectation for the behaviour of Council members in carrying out their functions.

Summary

The effectiveness of the Code depends on the likelihood that it will influence a decision and effectively communicate the Municipality's intended ethical position. The goal is to have a policy that offers an opportunity for the District to provide a positive public identity that promotes public confidence and trust among residents and key stakeholders. Trust is built from the inside out, starting with each other, and extending to our team and the public. Lead by example each time we speak up and address situations that do not reflect the way we conduct business or our values are ways we strengthen our culture.

The governance of the District relies on the efforts of its Council members and every effort should be made to cooperate and show mutual respect for the contribution made by each individual for the good of the community.

Council members performance, duties and responsibilities must be fair, open and honest. Council should treat one another, and others they come into contact with, while representing the District with respect, and practice civility and decorum in discussion and debate, avoid personal comments that could offend others, and demonstrate effective problem-solving tactics.

Definitions:

Advisory Body Member: a person sitting on an advisory committee, task force, commission, board, or other Council established body.

Confidential Information: includes information that could reasonably harm the interests of the individual or organizations, including the District of Port Edward, if disclosed to

persons who are not authorized to access the information, also information that may apply as per section 117 of the Community Charter.

Council member: means the Council for the District of Port Edward

Personal Information: has the same meaning as in the Freedom of Information and Protection of Privacy Act.

Staff: an employee or contract employee of the District of Port Edward and includes staff that supports Advisory Bodies.

Municipal Officer: a designated staff person as per section 146 of the Community Charter or a bylaw under that section.

Interpretation:

- (a) In the policy, a reference to a person who holds an office includes a reference to the persons appointed as deputy or appointed to act for that person from time to time.
- (b) This code of Conduct applies to the use of social media by Council members in relation to District related matters.

Policy Statements:

1. Key Principles

1.1 Integrity: Council members are keeper of the public trust and must uphold the highest standards of ethical behaviour and are expected to:

- make decisions that benefits the community
- act lawfully and within the authorities of the Community Charter, Local Government Act, and other applicable enactments; and
- be free from undue influence and not act, or appear to act, in order to gain financial or other benefits for themselves, family, friends or business interests.

1.2 Accountability: Council members are obligated to answer for the responsibility that has been entrusted to them. They are responsible for decision making which may include acts of commission and omission. Therefore, decision making must be transparent and subject to public scrutiny, and proper records must be kept.

1.3 Leadership: Council members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour should inspire the public's trust and confidence in local government. Council members will provide leadership to District staff through the Chief Administrative Officer.

- 1.4 **Respect:** Council members must conduct public business efficiently and with decorum. They must treat each other and others with respect at all times. Meaning not using derogatory language towards others, respecting the rights of other people, treating people with courtesy and recognition of the different roles' others play in the local government decision making. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon anyone.
- 1.5 **Openness:** Council members have a duty to be as open as possible about their decisions and actions. Meaning communicating appropriate information openly to the public about decision-making processes and issues being considered; encourage appropriate public participation, communicating clearly; and providing appropriate means for recourse and feedback.

2. General Conduct

- 2.1 Council members must adhere to the key principals and provision of the Code of Conduct.
- 2.2 Council members must act lawfully and within the authorities of the Community Charter, Local Government Act and other applicable enactments and exercise a reasonable degree of care and diligence in carrying out their duties.
- 2.3 Council members shall prepare themselves for meetings, listen courteously and attentive to all discussions before the body, and focus on the business at hand. Council members shall not interrupt other speakers, make personal comments, or otherwise interfere with the orderly conduct of a meeting.
- 2.4 Council members have an obligation to consider issues and exercise powers, duties and functions in a manner that avoids arbitrary and unreasonable decisions.
- 2.5 Council members shall treat other Council members, staff and Advisory Body members, volunteers, and the public with respect and dignity.
- 2.6 Council members must avoid behaviour that could constitute an action of disorder or misbehaviour. Specifically, Council members must avoid the following conduct:
 - contravening this policy;
 - contravening the law, including the BC Human Rights Code, and other enactments, and District Bylaws; and
 - abusing of power, including discrimination, intimidation, harassment or verbal abuse of others.

3. Collection and Handling of Information

- 3.1 Council members shall not release any Confidential Information unless the Council member is specifically authorized to release it by:
 - a resolution of Council to use or release the Confidential Information, and then only to the extent of Council authorization;

- authorized discussion of the Confidential Information at a meeting that is open to the public; or
 - lawful authorization under separate legal authority.
 - Not disclose details on Council's in-camera deliberations or specific details on whether individual Councillors voted for or against an issue.
- 3.2 Council members must not discuss or disclose Personal Information of others to any person, unless in a manner that complies with the duty to protect Personal Information under the *Freedom of Information and Protection of Privacy Act*.
- 3.3 Refrain from discussing or disclosing any Confidential Information with or to staff, or with persons outside the organization except as authorized;
- 3.4 Take reasonable care to prevent the examination of confidential material or access to Personal Information by unauthorized individuals;
- 3.5 Except in the normal course of duties, Council members must not in any way change or alter District records or documents.

4. Conflict of Interest

- 4.1 Council members shall rigorously avoid situations which may result in claims of pecuniary interest, conflict of interest or bias.
- 4.2 Council members are expected to make decisions that benefit the community. They are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends, or business interests.
- 4.3 Council members must disclose any conflict of interest in accordance with section 100 of the *Community Charter* and, if conflicted, must refrain from participating in a meeting in accordance with section 101 of the *Community Charter*.
- 4.4 In respect of each matter before Council, a Council member shall:
- 4.4.1 assess whether they have a conflict of interest; and
 - 4.4.2 determine whether it is necessary to seek independent legal advice, at their own cost except where the CAO approves the cost if concerned about the validity of an affected bylaw or resolution with a situation which may result in a conflict of interest.
- 4.5 If a Council member believes they may have or may reasonably be perceived to have a conflict of interest in respect to a matter, the Council member shall:
- 4.5.1 notify the Mayor/Chair or the Corporate Officer of the meeting that the Council member has a conflict of interest prior to the matter being considered, and the Council member shall restate the conflict of interest each time the matter arises before Council;
 - 4.5.2 refrain from discussing the matter with any other Council member publicly or privately; and

4.5.3 leave the meeting room if the matter is discussed and not return until discussion on the matter has ended or voting on the matter has concluded.

5. Council Members Use of Social Media

- 5.1** It is not the role of individual Council members to report directly on District related business. Council members will use caution in reporting decision-making by way of their social media profiles and websites prior to official communication by the District.
- 5.2** Council members will include an “in my opinion” or similar disclaimer on their individual social media accounts/sites when making follow up posts to the District’s social media postings and when creating original posts regarding District related business.
- 5.3** Council members will refrain from using or permitting use of their social media accounts for purposes that include:
- defamatory remarks, obscenities, profane language or sexual content;
 - negative statements criticizing staff or calling into question the professional capabilities of staff or other Council members;
 - content that endorses, promotes, or perpetuates discrimination or mistreatment on the basis of race, religion or belief, age, gender, marital status, national origin, physical or mental disability or sexual orientation;
 - comments that demonstrates a bias in relation to a matter that is statutory or other public hearings;
 - promotion of illegal activity;
 - information that may compromise the safety or security of the public or public systems
- 5.4** Council members are responsible for monitoring their social media accounts and immediately take measures to deal with publications of messages or postings by others that violate this Code of Conduct.

6. Gifts and Personal Benefits

The receipt and reporting of gifts and personal benefits is dealt with under sections 105 and 106 of the Community Charter. The interpretation of those sections is a matter for the courts to decide on. The general language of these sections creates a level of uncertainty, and this Code of Conduct is intended to provide some guidance to Council members.

6.1 What are Gifts and Personal Benefits?

Gifts and personal benefits, an item or service of value that is received by a Council member for their personal use, including, but not limited to money, gift cards, tickets to events, clothing, jewelry, pens, food or beverages, discounts/rebates on personal purchases, free or

subsidized drinks or meals, entertainment, participation in sport and recreational activities, and invitations to social functions.

6.2 The following are not to be considered gifts or personal benefits:

- Compensation authorized by law (section 105(2)(b) of the Community Charter)- compensation authorized by law.
- Reimbursement for out-of-pocket costs incurred for authorized travel, living and accommodation expenses associated with attendance at an event or in connection with an authorized travel.
- A lawful contribution made to a Council member who is a candidate for election conducted under the Local Government Act.

6.3 What Gifts and Personal Benefits may be Acceptable?

- Section 105(1) of the Community Charter prohibits Council members from directly or indirectly accepting a fee, gift or personal benefit associated with their official duties of office.
- In accordance with section 105(2), a Council member may accept gifts and personal benefits as an incident of the protocol or social obligation that is part of their role as elected officials.
- Where a gift or personal benefit has been accepted and the value is in excess of \$100, the Council member will accept the gift on behalf of the District and turn over the gift to the District, unless permitted by Council.
- Council members must not accept gifts or personal benefits that could be perceived as conflict of interest, Council members should always avoid this situation.

6.4 How must Gifts and Personal Benefits be reported?

- Council members must disclose to the Corporate Officer gifts and personal benefits as per section 106 of the Community Charter.
- If a Council member receives a gift or personal benefit that they do not wish to accept, they may relinquish the gift or personal benefit to the District. In this case a disclosure form is not required. If this is not the case where the item is not relinquished immediately the Council member must file a disclosure form. Disclosure must comply with section 106(2) of the Community Charter and filed as soon as possible.
- It is the Council member's responsibility to be familiar with the provisions in the Community Charter regarding the acceptance and disclosure of gifts and to comply as per the statute.

6.5 How must Gifts and Personal Benefits be Valued?

- For the purpose of this Code, the value of each gift or personal benefit is determined by its replacement cost (ie: what it would cost to purchase a new one)
- Where a gift or personal benefit has a value that exceeds \$250 (within a 12 month period) is relinquished to the District, the Corporate Officer **will record the receipt of the item, nature of the gift or personal benefit, source (ie: company name and directors of two if possible), date of receiving the gift or personal benefit and circumstances under which it was given or accepted.**

7. Implementation

This Code is intended to be self-enforced. This Code of Conduct can only be effective when Council members are thoroughly familiar with it and embrace its provisions. For that reason, this Code shall be provided as information to candidates for Council. Elected Council member shall be requested to sign a member statement affirming they have read and understand this Code of Conduct, and they agree to conduct themselves in accordance with it.

8. Compliance and Enforcement

- 8.1 This Code of Conduct expresses standards of ethical conduct expected by Council members. Council members have the primary responsibility to assure that these ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of the government of the District.
- 8.2 The District will not retaliate against a Council members or staff who, in good faith, report a known or suspected violation of this Code. No reprisals or threat shall be made against anyone for providing relevant information regarding a suspected violation of the Code of Conduct. Council members shall respect the integrity of this Code of Conduct and the enforcement of it.
- 8.3 District Council may impose sanctions on members whose conduct does not comply with this Code of Conduct, including but not limited to a motion of censure.
- 8.4 To ensure procedural fairness, a Council member who is accused of a violation of any provision of this Code shall have a minimum of two weeks to prepare his/her response to the allegations. The Council member will be provided with:
 - A copy of the written report setting out the alleged breach of the Code of Conduct, and possible sanctions that may apply to him/her;
 - A period of two weeks to prepare a response against any allegations and possible sanctions;
 - An opportunity to make a representation and be heard by Council.
- 8.5 A violation of this Code of Conduct shall not be considered a basis for challenging the validity of a Council decision.



District of Port Edward Code of Conduct Statement

I, _____, affirm that I have read and understand the District of Port Edward Code of Conduct Policy # 609, and agree to conduct myself in accordance with it.

Signature

Date



Wap Sigatgyet

INDIGENOUS EDUCATION DEPARTMENT
School District 52 (Prince Rupert)
317 – 9th Avenue West
PO Box 520
Prince Rupert, B.C.
V8J 3R7



Phone: (250) 627-1536

Fax: (250) 627-1443

June 25, 2024

RECEIVED
JUL - 2 2024

DISTRICT OF PORT EDWARD

Knut Bjorndal, Mayor
District of Port Edward
PO Box 1100
Prince Rupert, BC
V0V 1G0

Dear Mr. Mayor,

Thank you very much for the generous contribution that the District of Port Edward made to the 2024 National Indigenous Day Celebration in Prince Rupert.

As you know, this celebration provides a wonderful opportunity to celebrate and showcase Indigenous cultures while building new bridges of understanding and respect with the community as a whole.

Your support is greatly appreciated.

Sincerely,

Roberta Edzerza,
Chair, National Indigenous Day Committee
District Principal, Indigenous Education SD 52

/mn

June 26, 2024

Council of the Haida Nation
Skidegate Band Council
Old Massett Village Council
Village of Port Clements
Village of Daajing Giids
Village of Masset
Gitga'at First Nation
Gitxaala First Nation
Lax Kw'alaams First Nation
Metlakatla First Nation
City of Prince Rupert
District of Port Edward

RE: Joint Letter re: Service Interruptions at the Land Weather Station on Holland Rock

Dear Neighbouring Governments,

On January 29, 2024 and May 1, 2024, the Board of the North Coast Regional District sent correspondence to the Minister of Environment and Climate Change Canada, the Minister of Fisheries, Oceans and the Canadian Coast Guard, Maritime Communications and Traffic Services and the Minister of Transportation and Infrastructure regarding service interruptions at the Land Weather Station on Holland Rock (Weather Station).

The Weather Station was out of service between December 2022 and April 2023, and January and April 2024. As residents and commercial enterprises in our region depend on land weather stations for safe and dependable maritime travel, this outage is unacceptable. If one station is out of service, it can leave a significant gap and increase the risk that mariners face when traversing the region's waters.

The Minister responded on June 7, 2024, noting that the 2024 outage period was due to the solar power system being unable to keep the batteries charged and that on April 24, 2024, a maintenance visit was conducted and that batteries were replaced and a second solar panel was added. As the Board understands, the solar power batteries are prone to outages during periods of inclement weather and, as a result, future outages are likely to occur.

At its meeting held June 21, 2024, the Board of the NCRD resolved to send a letter responding to the Minister of Environment and Climate Change and that, if possible, this letter be a joint letter from neighbouring governments.



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



W: www.ncrdbc.com
F: 250.627.8493



The NCRD has attached a proposed letter to the Minister of Environment and Climate Change for your information. Should your government resolve to be a signatory to this letter, please inform Howard Tsang, Corporate Officer, at corporateofficer@ncrdbc.com, before Friday, July 26, 2024.

If you have any questions, please do not hesitate to contact the office of the NCRD.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Pages".

Barry Pages

Chair

Attachment A – 2024.06.07 Service Interruptions at the Land Weather Station on Holland Rock from Minister Guilbeault

Attachment B – 2024.05.01 Service Interruptions at the Land Weather Station on Holland Rock from the NCRD

Attachment C – 2024.01.29 Service Interruptions at the Land Weather Station on Holland Rock from the NCRD



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



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F: 250.627.8493



July 29, 2024

Honourable Steven Guilbeault
House of Commons
Ottawa, Ontario, Canada, K1A 0A6
Email: ministre-minister@ec.gc.ca

Dear Minister Guilbeault,

Re: Service Interruptions at the Land Weather Station on Holland Rock

Thank you for your letter to the Board of the North Coast Regional District (NCRD) dated June 7, 2024 responding to the NCRD's concerns around service interruptions at the land weather station on Holland Rock (Weather Station).

As the Minister stated, the Weather Station did not report observations between January 6 and April 2, 2024 as a result of the solar power system being unable to keep the batteries charged. The letter noted that on April 18, 2024, a maintenance visit was conducted and that batteries were replaced and a second solar panel was added to enhance the resilience of the station during inclement weather. As the Board understands, these solar power systems are prone to failure during times of inclement weather, which can be prolonged during the fall and winter months along the north coast.

The Board of the NCRD appreciates the completed upgrades and that the Ministry is actively investigating options to improve the resiliency of the infrastructure, including the addition of batteries, solar panels, and/or wind generation.

The Board wishes to reiterate the critical importance of the Weather Station to marine safety in our region. Inclement weather on the north coast is unavoidable and we urge you to consider a more reliable power source that can be implemented. After all, it is during inclement weather when the Weather Station is most needed to ensure safe and dependable maritime travel in our region.

We look forward to your prompt response on this matter. Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry Pages".

Barry Pages

Chair



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



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F: 250.627.8493

*Cc: Honourable Diane Lebouthillier, Minister of Fisheries, Oceans and the Canadian Coast Guard
Marine Communications and Traffic Services
Honourable Rob Fleming, Minister of Transportation and Infrastructure*

Attachment A – 2024.06.07 Service Interruptions at the Land Weather Station on Holland Rock from Minister Guilbeault



JUN 07 2024

Mr. Barry Pages
Chair
North Coast Regional District
c/o Mr. Howard Tsang
Corporate Officer
corporateofficer@ncrdbc.com

Dear Mr. Pages:

Thank you for your correspondence of May 1, 2024, regarding service interruptions at the Holland Rock Lighthouse Weather Station and your concerns about infrastructure upgrades for this station. I am also responding to your related correspondence of January 29 forwarded by the Honourable Diane Lebouthillier, Minister of Fisheries, Oceans and the Canadian Coast Guard, and I regret the delay in replying.

Environment and Climate Change Canada is committed to producing accurate and reliable weather forecasts and timely weather warnings to help Canadians make decisions about their health, safety, and economic well-being. The Department's Meteorological Service of Canada continuously evaluates the state and effectiveness of the weather monitoring networks that support weather forecast.

The Meteorological Service of Canada operates a diverse network of stations on the British Columbia Coast. This network includes 47 automatic weather stations, 18 moored buoys and, currently, 51 manual, volunteer-run Co-operative Climate Network weather stations that have reported data in 2024. It also includes 21 lighthouses, all of which are co-located with Co-operative Climate Network stations that are currently reporting the observations.

As you noted, the Holland Rock Lighthouse Weather Station did not report observations between January 6 and April 2, 2024. The reason for this is that the solar power system was unable to keep the batteries charged. Typically, when the sun starts to shine and the batteries recharge, the observation data will come back online, which occurred in early April, ahead of this year's planned maintenance visit. Previous to this, Holland Rock was maintained during the annual preventative maintenance inspection the week of June 15, 2023, when new batteries were installed.

.../2

Environment and Climate Change Canada performs a preventative maintenance inspection annually for each of the approximately 585 automatic weather stations across the country. When there is an issue with a station, a corrective maintenance visit is scheduled based on factors such as accessibility to the site; safety of employees, and the availability of charters. Access to coastal sites for maintenance trips poses a challenge as it relies on charters, whose schedules can become unpredictable under inclement weather conditions. Due to access restrictions, coastal sites are typically only maintained during the scheduled annual maintenance trips.

In the case of Holland Rock Lighthouse Weather Station, which requires a Canadian Coast Guard helicopter to access the island, Environment and Climate Change Canada was able to visit the station on April 18, 2024. This maintenance visit included replacing the batteries and the enhancement of the station by the addition of a second solar panel to enhance the resilience of the station during inclement weather (see attachment). Furthermore, the Department is actively investigating options to improve the resiliency of the infrastructure at Holland Rock and other stations on the British Columbia Coast, including the addition of batteries, solar panels, and/or wind generation. Deployment of these measures will continue as they become feasible.

In closing, I appreciate your concern for the safety of residents and mariners in the North Coast Regional District, and I can assure you that the Government of Canada is committed to protecting the health and safety of Canadians. As well, Environment and Climate Change Canada will continue to work collaboratively with its partners across all levels of government in order to provide foundational advice, data and services necessary to ensure Canadians have the tools and guidance necessary to make sound decisions about their health and safety.

I trust that this information is of assistance, and I extend my best regards.

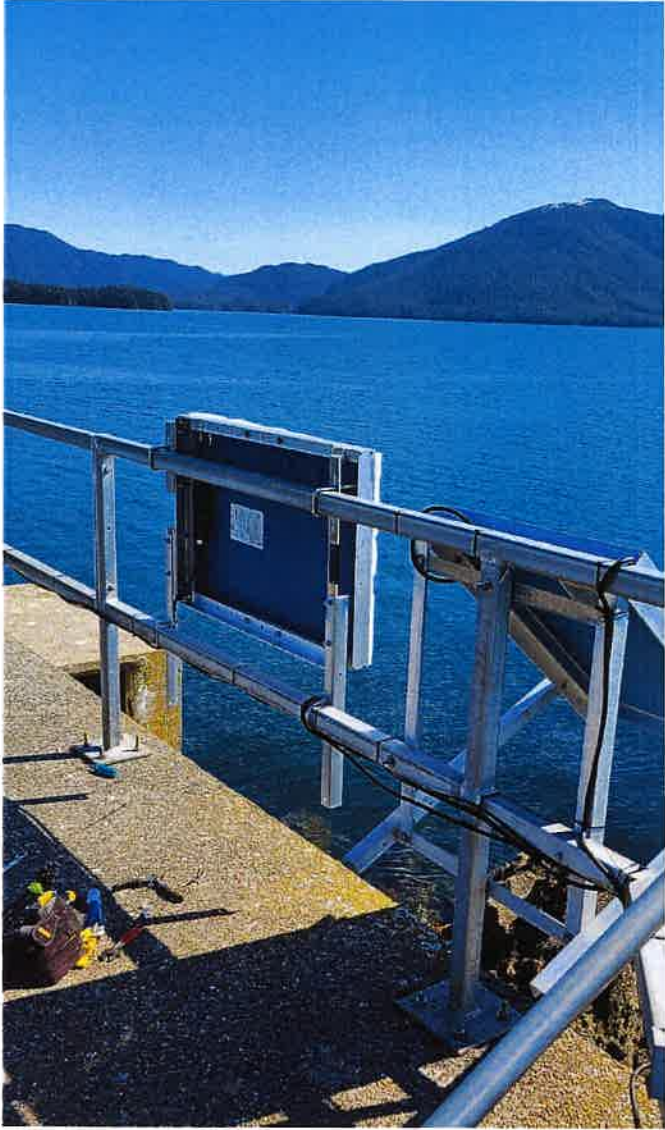
Sincerely,



The Honourable Steven Guilbeault, P.C., M.P. (il/lui/he/him)

Attachment

Attachment - *A second solar panel was added to Holland Rock Lighthouse Weather Station on April 18, 2024, to enhance the resiliency of the station.*





*Emailed
June 26/24*

May 1, 2024

Honourable Steven Guilbeault
House of Commons
Ottawa, Ontario, Canada
K1A 0A6
Email: ministre-minister@ec.gc.ca

Dear Minister Guilbeault,

Re: Service Interruptions at the Land Weather Station on Holland Rock

The North Coast Regional District (NCRD) is uniquely situated on B.C.'s north coast and is home to the communities in and around Prince Rupert and on Haida Gwaii. With a long and proud maritime history, the region's residents and commercial enterprises depend on land weather stations for safe and dependable maritime travel.

On January 29, 2024, the Board of the NCRD sent a letter to the Minister of Fisheries, Oceans and the Canadian Coast Guard about the service interruptions at the land weather station on Holland Rock (WHL). At that time, WHL had been out of service since early January 2024. The NCRD was notified on February 12, 2024 that this letter was forwarded to you as it falls under the purview of Environment and Climate Change Canada.

While WHL has returned to service after March 1, 2024 and remains in service, the Board of the NCRD is concerned that the next inclement weather event will lead to further service disruptions. Previously, WHL was out of service from around December 2022 to April 2023. Are you able to provide additional information as to the nature of these system failures and what sort of repairs have been made or are being planned? The Board is concerned that these may be budgetary issues and it wishes to reiterate the critical importance of this infrastructure as it related to marine safety in our region.

The NCRD would like to request that infrastructure upgrades be considered for WHL to ensure that future service disruptions are mitigated.

We look forward to your prompt response on this matter. Please let us know if you have any questions.



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



W: www.ncrdbc.com
F: 250.627.8493

Sincerely,



Barry Pages

Chair

*Cc: Honourable Diane Lebovillier, Minister of Fisheries, Oceans and the
Canadian Coast Guard
Marine Communications and Traffic Services
Honourable Rob Fleming, Minister of Transportation and Infrastructure*



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



W: www.ncrdbc.com
F: 250.627.8493



January 29, 2024

Honourable Diane Lebouthillier
Minister of Fisheries, Oceans and the Canadian Coast Guard
200 Kent St
Station 15N100
Ottawa, ON, K1A 0E6
Email: DFO.Minister-Ministre.MPO@dfo-mpo.gc.ca

Dear Minister Lebouthillier,

Re: Service Interruptions at the Land Weather Station on Holland Rock

The North Coast Regional District (NCRD) is uniquely situated on B.C.'s north coast and is home to the communities in and around Prince Rupert and on Haida Gwaii. With a long and proud maritime history, the region's residents and commercial enterprises depend on land weather stations for safe and dependable maritime travel.

It has come to the NCRD's attention that the land weather station on Holland Rock (WHL) has been out of service since early January 2024. In the north coast, land station weather monitors are more spread out. If one station is out of service, it can leave a significant gap and increase the risk that mariners face when traversing the region's waters.

Previously, the land weather station on Holland Rock (WHL) was out of service from around December 2022 to April 2023. In April 2023 and July 2023, the NCRD wrote to Environment and Climate Change Canada about the service interruptions at the land weather station on Holland Rock. It is apparent that infrastructure upgrades have not been considered.

As a result, the NCRD would like to request that infrastructure upgrades be considered for the land weather station on Holland Rock (WHL) to ensure it is more resilient during inclement weather events. Inclement weather on the north coast, particularly in the fall/winter season, is unavoidable and service interruptions will continue to happen unless the infrastructure is upgraded.

We look forward to your prompt response on this matter. Please let us know if you have any questions.



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



W: www.ncrdbc.com
F: 250.627.8493

Sincerely,



Barry Pages

Chair

*Cc: Marine Communications and Traffic Services
Honourable Rob Fleming, Minister of Transportation and Infrastructure*



14, 342 3rd Avenue West
Prince Rupert BC, V8J 1L5



P: 250.624.2002
TF: 888.301.2002



W: www.ncrdbc.com
F: 250.627.8493

Board Highlights

June 2024

Board Business:

1. The Board held its Regular meeting in Dodge Cove, B.C. and hosted a community barbecue following the meeting. The Board wishes to thank the community for its hospitality.
2. The Board resolved to approve the [2023 Statement of Financial Information](#).
3. The Board resolved to request a meeting with senior BC Hydro executives during the 2024 UBCM Convention to discuss grid improvements in the NCRD and to send a letter to BC Hydro about grid improvements in the NCRD.
4. The Board resolved to send a joint letter to the Minister of Environment and Climate Change regarding regular maintenance on the solar batteries of the Holland Rock Lighthouse Weather Station.
5. The Board directed staff to begin revitalization of the Official Community Plans for Electoral Areas D and E.
6. The Board resolved to adopt the [Moresby Island Zoning Amendment Bylaw 691, 2024](#) and [Graham Island Zoning Amendment Bylaw 692, 2024](#).
7. The Board resolved to appoint election officers, establish the question to be placed on the ballot, and approved the notice for assent voting for the Oona River Community Hall Service Establishing Bylaw 694, 2024.
8. The Board resolved to send a letter to the District Manager at the Ministry of Transportation and Infrastructure regarding allowing unpaved roads for new subdivisions in Sandspit with a request that the Ministry maintain these unpaved roads.
9. The Board resolved to sign the Islands Solid Waste Service Agreement with the Skidegate Band Council.

For complete details of NCRD Board meetings, the Agenda and Minutes are posted online at www.ncrdbc.com.

June 21, 2024

Todd Francis
Chief Administrative Officer
District of Port Edward
PO Box 1100
Port Edward, BC V0V 1G0

SENT VIA E-MAIL: cao@portedward.ca

Dear Todd Francis:

RE: 2024-2034 CANADA COMMUNITY-BUILDING FUND AGREEMENT

Please find enclosed the 2024-2034 Community Works Fund Agreement between the District of Port Edward and the Union of BC Municipalities. As part of the renewed Canada Community-Building Fund Agreement, the CWF will continue to provide dedicated and predictable funds to each local government in British Columbia for investments in local infrastructure and capacity-building priorities.

In order to receive your first CWF payment for the 2024/25 funding year, please review the Agreement, sign, and return to ccbf@ubcm.ca.

Once we have received the Agreement, we will return an executed version for your records.

Please also include a Council resolution authorizing the Mayor and Corporate Officer to sign on behalf of your local government.

We have provided a program guide, an information sheet, and estimated funding for the first five years of the program on our UBCM CCBF [website](#).

If you have any questions, please emails us at ccbf@ubcm.ca or call us at 250-356-5134.

Sincerely,



Brant Felker
Manager, CCBF Program Services

2024-2034 COMMUNITY WORKS FUND AGREEMENT

under the

**ADMINISTRATIVE AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

This Agreement made as of _____, 202__,

BETWEEN:

District of Port Edward (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act RSBC 2006, c.1*, as represented by the President (the "UBCM")

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM.

2. SCHEDULES

The following annexes and schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

- Schedule A: Ultimate Recipient Requirements
- Schedule B: Eligible Project Categories
- Schedule C: Eligible and Ineligible Expenditures
- Schedule D: Program Reporting
- Schedule E: Communications Protocol
- Schedule F: Asset Management
- Schedule G: Housing Report

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

- a) receive CCBF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;
- b) report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and

- c) fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2 Payments under section 4.1 are subject to UBCM receiving sufficient CCBF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the Prior Agreement.
- 4.3 Annual allocation is based on a formula set out in section 1.1 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$42,406, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and between November 15, 2024 and March 31, 2025.
- 4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 1.1 of Annex B of the Agreement due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any CCBF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- 5.2 Any CCBF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

- 6.1 The Local Government shall:
 - a) Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - b) Comply with all requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).

- c) Continue to strengthen the development and implementation of asset management best practices over the course of the Agreement, in accordance with Schedule F.
- d) Invest, in a distinct account, Community Works Fund funding it receives from UBCM in advance of it paying Eligible Expenditures.
- e) With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on International Trade and applicable international trade agreements, and all other applicable laws.
- f) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within (5) years of the date of completion of the Eligible Project.
- g) Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CWF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
- h) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada and UBCM. Keep proper and accurate accounts and records relevant to the CWF program for a period of at least six (6) years after the termination of this Administrative Agreement.
- i) Ensure your actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Local Government, or between Canada and a Third-Party.
- j) Ensure that the Local Government do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
- k) Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- l) Ensure that the Local Government will not, at any time, hold the Government of Canada, British Columbia, or UBCM, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Local Government, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that the Local Government will, at all times, compensate the Government of Canada, British Columbia, or UBCM, its officers, servants, employees, and agents for any claims or losses of any kind that any of the Local Government may suffer in relation to any matter related to CCBF funding or an Eligible Project.
- m) Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
- n) Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such

expiration or termination.

7. TERM

This Community Works Fund Agreement will be effective as of April 1, 2024 and will be in effect until March 31, 2034 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any CCBF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2034 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

8. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

9. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall from part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

10. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

11. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

12. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director

525 Government Street

Victoria, British Columbia

V8V 0A8

Email: ccbf@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

District of Port Edward

UNION OF BC MUNICIPALITIES

Original signed by:

Original signed by:

Mayor

Corporate Officer

Corporate Officer

General Manager, Victoria Operations

Signed by District of Port Edward on the _____
day of _____, 202__.

The Community Works Fund Agreement have been
executed by UBCM on the _____ day of
_____, 202__.

Schedule A – Definitions

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Ultimate Recipient.

“Administrative Agreement or Agreement” means the 2024-2034 Administrative Agreement on the Canada Community-Building Fund in British Columbia and UBCM.

“Asset Management” means an integrated process, bringing together skills, expertise, and activities of people; with information about a community’s physical and natural assets; and finances; so that informed decisions can be made, supporting Sustainable Service Delivery.

“Canada Community-Building Fund” (CCBF) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Chief Financial Officer” means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.

“Community Works Fund” means the fund provided from the Canada Community-Building Fund to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

“Community Works Fund Agreement” means this Agreement made between UBCM and Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Core Housing Need” means a household living in an unsuitable, inadequate or unaffordable dwelling and cannot afford alternative housing in their community.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Funding Agreement” means an agreement between British Columbia and UBCM and an Ultimate Recipient setting out the terms and conditions of the CCBF funding to be provided to the Ultimate Recipient, containing, at a minimum, the elements in Schedule A (Ultimate Recipient Requirements).

“Gender Based Analysis Plus” (GBA Plus or GBA+) is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well as a means to assess how diverse groups of women, men, and gender diverse people may experience policies, programs and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment” means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Housing Report” means the duly completed housing report to be prepared and delivered by British Columbia and UBCM to Canada annually by September 30, as described in Schedule G (Housing Report).

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets, or natural assets, in British Columbia primarily for public use or benefit.

“Local Government” means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Party” means Canada, British Columbia or UBCM when referred to individually and collectively referred to as “Parties”.

“Previous Agreements” means any agreements between Canada, British Columbia and UBCM for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Prior Community Works Fund Agreement” means the 2014-2024 Community Works Fund Agreement between this Local Government and the UBCM.

Third Party means any person or legal entity, other than Canada, British Columbia and UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Sustainable Service Delivery” means ensuring that current community service needs, and how those services are delivered (in a socially, economically and environmentally responsible

manner), do not compromise the ability of future generations to meet their own needs. Sound asset management practices support Sustainable Service Delivery by considering community priorities, informed by an understanding of the trade-offs between the available resources and the desired services.

“Ultimate Recipient” means this Local Government

- (i) a Local Government or its agent (including its wholly owned corporation);
- (ii) a non-local government entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that the Local Government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s) and that the entity receiving funds delivers a service typical of local government.
- (iii) TransLink, BC Transit, and Islands Trust

“Unspent Funds” means funds that have not been spent towards an Eligible Project or eligible costs in accordance with this Agreement or the Previous Agreements prior to the effective date of this Agreement.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – roads, bridges and active transportation infrastructure
2. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
3. Short-line rail – railway related infrastructure for carriage of passengers or freight
4. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
5. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
6. Public transit – infrastructure which supports a shared passenger transport system which is

- available for public use
7. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems
 8. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems
 9. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage
 10. Community energy systems – infrastructure that generates or increases the efficient usage of energy
 11. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - the construction of local government public parks and publicly-owned social housing.
 12. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League))
 13. Recreational Infrastructure – recreational facilities or networks
 14. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
 15. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes
 16. Resilience – Infrastructure and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
 17. Fire halls – fire halls and fire station infrastructure – including fire trucks
 18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments and housing planning, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C - Eligible and Ineligible Expenditures**1. Eligible Expenditures**

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renewal and rehabilitation of infrastructure and any related debt financing charges specifically identified with that asset;
- b) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments;
 - iii. training directly related to asset management planning; and
 - iv. long-term infrastructure plans.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by UBCM.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;

- iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) Fire Hall project expenditures incurred before April 1, 2021;
 - d) Fire Truck purchases as stand-alone expenditures and expenditures under the Resilience Infrastructure category before April 1, 2024;
 - e) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
 - f) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
 - g) purchase of land or any interest therein, and related costs;
 - h) legal fees;
 - i) routine repair or maintenance costs; and
 - j) costs associated with healthcare infrastructure or assets.

SCHEDULE D - Program Reporting

Ultimate Recipient Reporting

Ultimate Recipient requirements for program reporting under the CWF consist of the submission of an Annual Expenditure Report, and an outcomes report, which will be submitted to UBCM for review and acceptance. The reporting year is from January 1 to December 31. In addition to overall program reporting, specific asset management reporting and housing reporting obligations are described in Schedule F and G.

1. Ultimate Recipient Annual Expenditure Report

The Ultimate Recipient will provide UBCM an Annual Expenditure Report by June 1 of each year for the prior calendar year reporting which will include the following elements: unique project identifier, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent, closing balance, output indicator, and where applicable, a housing indicator and an outcomes indicator. A reporting template will be provided by UBCM.

The Annual Expenditure Report may also include a communications and signage report, and confirmation by the Ultimate Recipient's CFO that expenditures are eligible use of funds in accordance with the terms and conditions of this Agreement.

2. Audited Financial Report

The Ultimate Recipient must submit an Audited Financial Statement to British Columbia in order to receive funds in each reporting year.

2.1 Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by UBCM, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

2.2 Ultimate Recipient audit:

UBCM and Canada may perform an audit or of an Ultimate Recipient annually.

3. Housing Report

By September of 30 each year British Columbia and UBCM will provide to Canada a report on housing as outlined in Schedule G (Housing Report).

4. Outcomes Report

By March 31 of each year, British Columbia and UBCM will provide to Canada an outcomes report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding;
- c) progress made on improving Local Government planning and asset management, including development or update of Housing Needs Assessments; and
- d) a description of how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes (further details on this requirement may be found in Schedule G – Housing Report).

The outcomes report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to the Parties and Ultimate Recipients. Communicating to Canadians on the use of CCBF funding is clearly linked with our joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include, but are not limited to: public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, Canada, British Columbia and UBCM agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by British Columbia, UBCM or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada.

2. Joint communications approach

- a. British Columbia and UBCM agree to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of upfront project information and planned communications activities throughout the year.

Canada will provide a “Communications Approach” template to be completed by British Columbia and UBCM. This approach will then be reviewed and approved by Canada as well as British Columbia and UBCM.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada, British Columbia and UBCM agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- b. Canada, British Columbia and UBCM will work together on the initial annual joint communications approach, which will be finalized and approved by Canada's Co-Chair and British Columbia and UBCM agree that achievements under the joint communications approaches will be reported to the

Oversight Committee once a year.

- c. Through the communications subcommittee, British Columbia and UBCM agree to assess, with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to Canada's Co-Chair, British Columbia's Co-Chair and UBCM's Co-Chair, as appropriate for approval.
- d. If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada, British Columbia and UBCM agree to share information promptly and coordinate participation in alignment with section 4.3, 4.5 and 5.2 of this communications protocol.
- e. Canada, British Columbia and UBCM agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.

3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes

- 3.1 British Columbia and UBCM to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada, British Columbia and UBCM will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a sub-committee, Canada, British Columbia and UBCM will be required to enact a communications approach that will be assessed bi-annually through the sub-committee mechanism.

In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the UBCM's CCBF website where this information will be accessible to the general public.

- 3.2 British Columbia and UBCM agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.
- 3.3 Canada, British Columbia and UBCM each agree that their joint communications approach will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements (see 4.2 for full definition) for Eligible Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada, British Columbia and UBCM agree to coordinate an announcement regarding annual allocations of CCBF funding.

- 4.2 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada, British Columbia and UBCM will have equal visibility through quotes and will follow the Table of Precedence for Canada.
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of British Columbia and UBCM, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. British Columbia and UBCM, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 4.6 For media events, each participant will choose its own designated representative. UBCM and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 4.7 British Columbia and UBCM shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the Table of Precedence for Canada.
- 4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 4.11 Canada, British Columbia and UBCM and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

- 4.1 Canada, British Columbia, UBCM and Ultimate Recipients may include messaging in their own communications products and activities with regard to the CCBF.

- 4.2 The party undertaking these activities will recognize the funding of all contributors.
- 4.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the [Table of Precedence for Canada](#).
- 4.4 Canada, British Columbia and UBCM agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, British Columbia and UBCM or Ultimate Recipients, or, if web-based, from linking to it.
- 4.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

- 6.1 British Columbia, UBCM or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 6.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.
- 6.3 British Columbia, UBCM and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, British Columbia and UBCM will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

- 7.1 British Columbia and UBCM to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

- 8.1 Canada, British Columbia, UBCM or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where British Columbia and UBCM produce social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable. The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, British Columbia, UBCM or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where British Columbia, UBCM or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 British Columbia, UBCM or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 British Columbia and UBCM to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

11. Communication Costs

- 11.1 The eligibility of costs related to communication activities that provide public information on this Administrative Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

SCHEDULE F – Asset Management

Canada, British Columbia and UBCM agree that the measures contained in the Previous Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in British Columbia and UBCM to enhance their community's sustainability.

Under the previous Agreement (2014-2024), local governments in BC demonstrated a commitment to improving asset management practices within their respective communities. As awareness and knowledge has grown, asset management practices and culture has matured. However, as noted in the *2022 Status of Asset Management in BC Report*, while moving in the right direction, there remains significant gaps and priority areas where local governments need to improve if they are to realize the full benefits of asset management.

Using the results from the *2022 Status of Asset Management in BC Report* as a guide, the Oversight Committee will develop and approve Asset Management Commitments, over the duration of this Agreement for ultimate recipients, consistent with the Asset Management for Sustainable Service Delivery: A BC Framework. Asset Management BC will be asked to provide expertise and input where appropriate.

All Ultimate Recipients will be required to meet the Asset Management Commitments. Asset Management Commitments may vary depending on whether the Ultimate Recipient is; a Local Government, a non-local government entity, Translink, and/or BC Transit. Asset Management Commitments will focus on strengthening asset management capacity over the term of the Agreement while continuing to recognize the varying capacities of Ultimate Recipients and the range of ongoing asset management activities.

The Oversight Committee will consider Asset Management Commitments under the following areas;

- Reporting on continuous improvement of Asset Management practices over the duration of the Agreement, including reporting through the Ministry of Municipal Affairs Local Government Data Entry (LGDE) System,
- Development and implementation of Long-term Financial Plans
- Ongoing Asset Management education and training, and
- Implementing asset management performance measurement.

SCHEDULE G – Housing Report**1. Housing Needs Assessments**

- 1.1 By March 31, 2025, or as otherwise agreed upon by Canada and British Columbia, municipalities with a 2021 Census population of 30,000 or more are required to complete and make available to Canada a Housing Needs Assessment (HNA) prepared in accordance with provincial legislation and additional details provided, as agreed to by Canada and British Columbia, which together align with the information requirements, spirit and intent of the federal Housing Needs Assessment template and the guidance document.
- 1.2 HNAs should be used by British Columbia and UBCM in preparing the Project-Level Housing Report and the Housing Narrative in the CCBF Outcomes Report in order to identify housing pressures related to infrastructure. HNAs should also be used by municipalities to prioritize infrastructure projects that support increased housing supply where it makes sense to do so.
- 1.3 HNAs must be made publicly available on the municipal website and municipalities are to provide links to the page where the HNAs are posted to Canada for all Ultimate Recipients in their jurisdiction that have a 2021 Census population of 30,000 or more.
- 1.4 A separate HNA Guidance Document has been provided by Canada.

2. Project-Level Housing Report

By September 30 of each year, starting in 2025, British Columbia and UBCM will provide Canada a Housing Report in an electronic format deemed acceptable by Canada consisting of the following:

2.1 Methodology

British Columbia and UBCM will provide a description of the process used to collect data and information presented in the Housing Report. The methodology section should include the following information:

- Scope of the report and related rationale.
- Reporting process used to collect data from Ultimate Recipients.
- Identification of baseline data and other data sets used for the purposes of the report and which data has been excluded.
- How performance indicators were assessed in British Columbia.

2.2 Municipalities Identified for Project-Level Reporting

Criteria for Project-Level Reporting

Municipalities with a population of 30,000 or more, outside of the Metro Vancouver Region, that have housing pressures that can be addressed through closing infrastructure gaps or building capacity where it makes sense to do so, must:

- be included in Table 1 (below); and,
- provide project-level data on housing requirements to British Columbia and UBCM, for inclusion in the Housing Report that will be submitted by British Columbia and UBCM to Canada.

HNA and project-level reporting requirements can also be applied to other municipalities as agreed to by Canada, British Columbia and UBCM. Municipalities that do not meet these criteria may additionally be included at the discretion of British Columbia and UBCM, but are not required by Canada to include project-level data in the annual Housing Report.

British Columbia and UBCM will be expected to summarize project-level information from the municipalities identified by the above criteria to report to Canada annually.

The following table (**Table 1**) is to be used as a template to identify municipalities required to provide project-level reporting and to identify housing pressures related to infrastructure needs. Housing pressures should be consistent with needs and pressures identified by Ultimate Recipients in their HNAs. British Columbia and UBCM will provide an aggregate of this table to Canada in their annual Housing Report.

Ultimate Recipient	Project Level Reporting Criteria	Key Infrastructure-Related Housing Pressures
<i>Name of the municipality</i>	<i>Identify which criteria as noted above applies</i>	<i>Identify key housing gaps and needs that are related to infrastructure</i>

Table 1: Ultimate Recipients Identified for Project Level Reporting

2.3 Project-Level Housing Outcomes

For municipalities required to provide project-level reporting, British Columbia and UBCM are required to collect project-level data on housing outcomes and to complete the table below (Table 2) on an annual basis.

Table 2 is intended to link the housing pressures identified in Table 1 and in HNAs with outcomes supported by CCBF projects that can help Ultimate Recipients to address their specific housing pressures. More specifically, Table 2 is to be completed by Ultimate Recipients outlined in Section 1.2. It will include a subset of the projects from the above project list and this subset represents projects with housing outcomes.

Project ID	Ultimate Recipient	Project Title	Project Description	Investment Category	Housing Outcomes and Indicators
<i>As provided in program reporting (Schedule D)</i>	<i>As provided in Table 1</i>	<i>As provided in program reporting (Schedule D)</i>	<i>Provide a brief description of the project</i>	<i>Indicate which CCBF category the project falls under</i>	<i>Identify key housing outcomes and indicators (section 2.3) that will be used to measure success.</i>

Table 2: Project-Level Reporting on Housing Outcomes

2.3.1 Housing Outcome Indicators

For each of the projects listed in Table 2, British Columbia and UBCM shall report on the following core indicators, as relevant to each investment category.

- # of housing units supported or preserved; and
- # of affordable housing units supported or preserved.

Units enabled is a measure of increased capacity for potential housing development as a result of the infrastructure investment made and, in some cases, where CCBF funding contributed directly to housing development (e.g., building social housing as part of brownfield remediation category, may include new units directly supported by CCBF funding).

3. Housing Narrative in the CCBF Outcomes Report

By March 31st each year, starting in 2026, British Columbia and UBCM shall provide Canada with a narrative report on program-level housing outcomes. This narrative report will be aligned with and incorporated into the annual CCBF Outcomes Report.

The housing narrative should outline how CCBF has supported housing supply and affordability pressures within British Columbia and UBCM's jurisdiction, over the reporting period, and measures taken between British Columbia, UBCM and Ultimate Recipients to improve housing supply and improve housing affordability for Canadians. It should also align with identified needs within Ultimate Recipients Housing Needs Assessments once they have been developed.

Further, British Columbia and UBCM must include in their Outcomes Report a narrative assessment of measures they have taken to improve housing outcomes through CCBF funded infrastructure projects. This should include:

- How Ultimate Recipients have prioritized specific infrastructure investments, where it made sense to do so, that support an increased supply of housing (e.g., upgrading pipes to support densification rather than sprawl, or remediating a brownfield site that could then be used for affordable housing);
- How Ultimate Recipients are utilizing CCBF funding to build local capacity for sound land use and development planning (e.g., through the capacity building category).
- Any measures taken to preserve and/or increase supply and mix of affordable housing (e.g., minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers); and

This housing narrative must also include responses to the following questions:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply and how many housing units were supported or preserved (as outlined in 2.3.1)?
- What percentage of total housing units supported or preserved are affordable?
- How many communities have published a new Housing Needs Assessment or an updated one within the last 5 years?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

4. Assessment of the Housing Reports and Compliance

4.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Evaluation Framework as well as HNAs.

4.2 Compliance

Failure by British Columbia, UBCM or its Ultimate Recipient to adhere to this Schedule may affect the timing and flow of any CCBF funding that may be transferred by Canada. Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for British Columbia, UBCM or Ultimate Recipient for future Infrastructure Canada programs.