

## DISTRICT OF PORT HARDY

### BYLAW NO. 10- 2010

#### **A Bylaw to Authorize the Establishment of the North Island Community Forest as a Municipal Service.**

WHEREAS pursuant to the *Community Charter*, Council may by bylaw establish a municipal service;

AND WHEREAS, a municipality may establish and provide a service in an area outside the Municipality after first obtaining the consent of the Regional District Board for an area that is not in another Municipality;

AND WHEREAS, Council now deems it advisable to establish a municipal service of the North Island Community Forest;

NOW THEREFORE be it resolved that the Council for the District of Port Hardy in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as the “District of Port Hardy North Island Community Forest Municipal Service Establishment Bylaw No. 10-2010”.
2. The municipal service of community forest is hereby established pursuant to this Bylaw for managing, developing and operating the North Island Community Forest, including:
  - a) implementing good forest stewardship activities and minimizing negative environmental impacts;
  - b) enhancing outdoor recreation and education opportunities;
  - c) conserving and preserving cultural heritage sites and features;
  - d) sustaining, expanding and diversifying local forestry related employment; and
  - e) promoting opportunities to harvest botanical products.
3. The service area is shown on Schedule “A” attached hereto and forming a part of this Bylaw.
4. The creation of the North Island Community Forest Corporation is hereby authorized, ratified and confirmed pursuant to this Bylaw.
5. The entering into of a partnering agreement on the terms set out on Schedule “B” attached hereto and forming a part of this Bylaw with the North Island Community Forest Corporation is hereby authorized and the Mayor and Corporate Officer are hereby authorized to execute the said Agreement and any other documents necessary to effect or further the purposes of same.

6. If any section or phrase of this Bylaw is for any reason held to be invalid by a decision of any Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

READ a first time this 13<sup>th</sup> day of July, 2010.

READ a second time this 13<sup>th</sup> day of July, 2010.

READ a third time this 13<sup>th</sup> day of July, 2010.

CONSENT OF MOUNT WADDINGTON REGIONAL DISTRICT RECEIVED the 20<sup>th</sup> day of July, 2010.

Adopted this 10<sup>th</sup> day of August, 2010.

*Original signed by:*

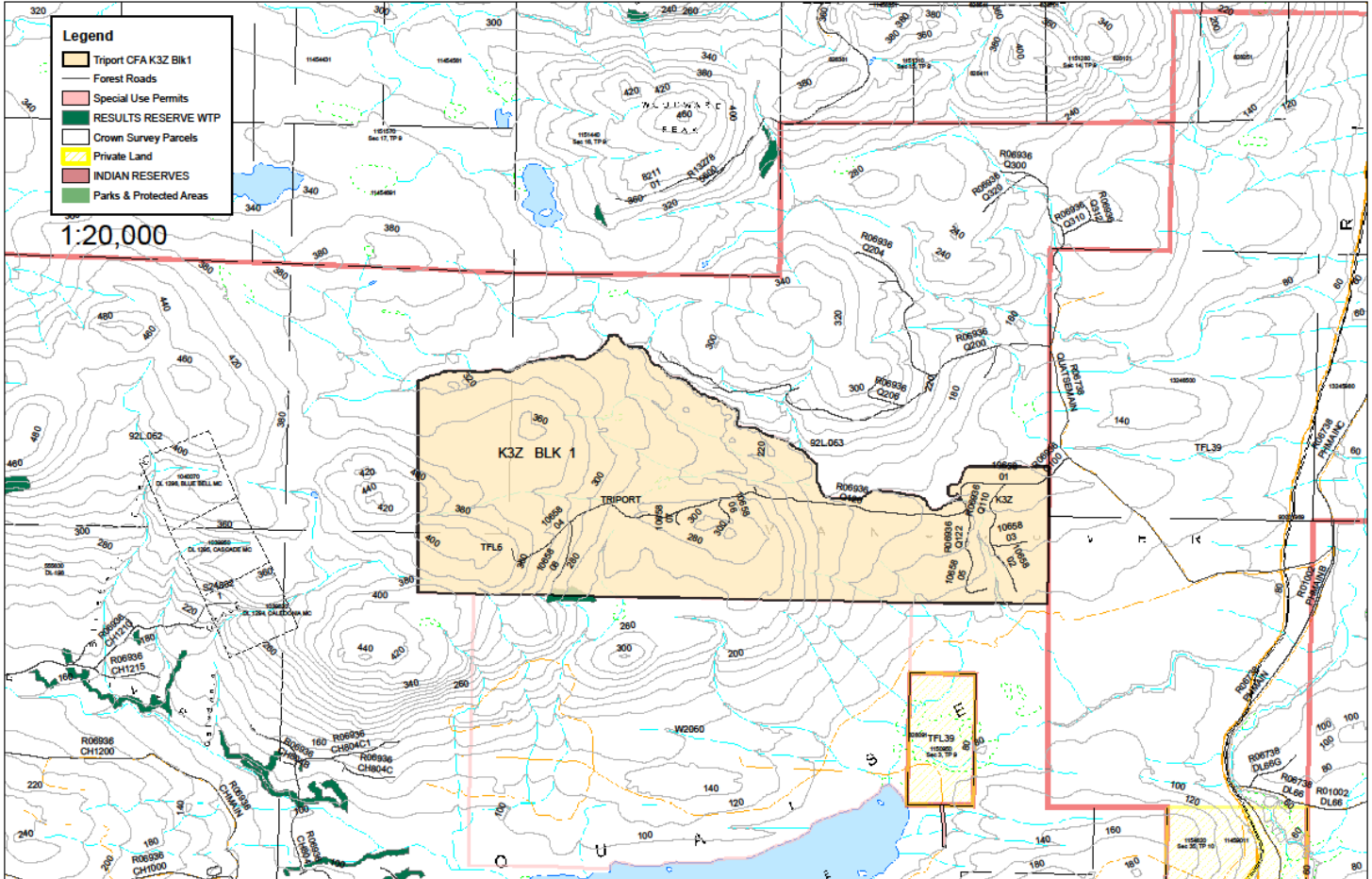
\_\_\_\_\_  
Director of Corporate Services

\_\_\_\_\_  
Mayor

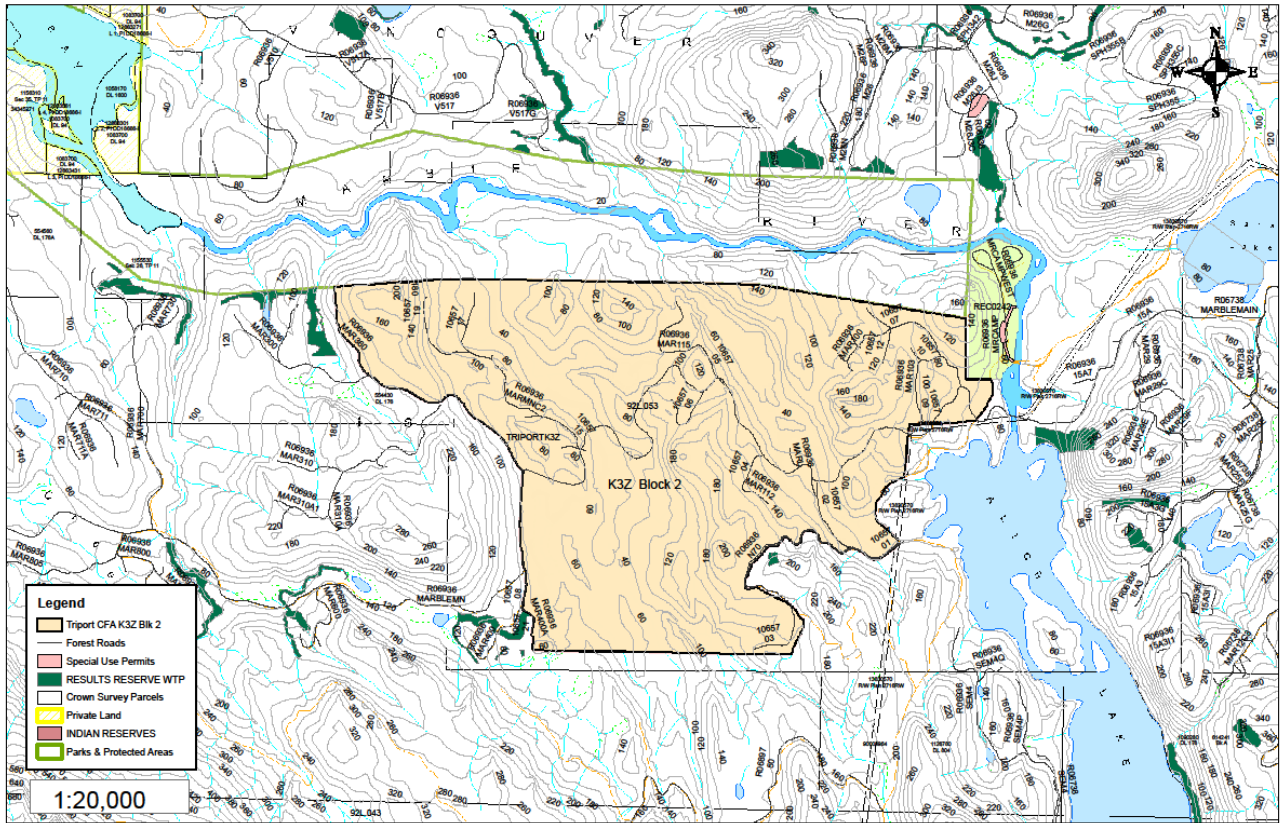
Certified to be a true and correct copy of  
the "District of Port Hardy North Island Community Forest  
Municipal Service Establishment Bylaw No. 10-2010"  
adopted by the Council of the 10<sup>th</sup>  
day of August, 2010.

\_\_\_\_\_  
Director of Corporate Services

Schedule "A"  
 Block 1 Service Area



### Schedule "A" Block 2 Service Area





### Schedule "A" Block 3 Service Area



Schedule "B"  
'Partnering Agreement'

**NORTH ISLAND COMMUNITY FOREST LIMITED  
PARTNERING AGREEMENT**

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 2010

AMONG:

**DISTRICT OF PORT HARDY**

7360 Columbia Street  
P.O. Box 68  
Port Hardy, B.C.  
V0N 2P0

("Port Hardy")

AND:

**TOWN OF PORT MCNEILL**

1775 Grenville Place  
P.O. Box 728  
Port McNeill, B.C.  
V0N 2R0

("Port McNeill")

AND:

**VILLAGE OF PORT ALICE**

1061 Marine Drive  
P.O. Box 130  
Port Alice, B.C.  
V0N 2N0

("Port Alice")

(jointly the "**Municipalities**")

AND:

NORTH ISLAND COMMUNITY FOREST LTD., a  
British Columbia company with a registered office at  
(the "**Corporation**")

WHEREAS:

- A. The Municipalities, with the consent of the Board of the Mount Waddington Regional District, have adopted the North Island Community Forest Municipal Service Establishment Bylaw, which provides that the Municipalities provide the following municipal service outside of the Municipalities boundaries in the area of the North Island Community Forest:

Managing, developing and operating the North Island Community Forest,  
including:

- a. implementing good forest stewardship activities and minimizing negative environmental impacts;
- b. enhancing outdoor recreation and education opportunities;
- c. conserving and preserving cultural heritage sites and features;
- d. sustaining, expanding and diversifying local forestry related employment; and
- e. promoting opportunities to harvest botanical products

(collectively defined as the “**Services**”);

NOW THEREFORE, in consideration of the mutual covenants and other recited considerations herein, the Municipalities and the Corporation agree as follows:

1. The Municipalities agrees to each lend \$ 33,333.33 on or before January 31, 2011 to the Corporation at an interest rate of 0% per annum (the “**Loan**”) in exchange for the Corporation providing the Services in connection with the North Island Community Forest.
2. The Corporation agrees to repay the Loan to the Municipalities according to the following payment schedule:

<b>SUM</b>	<b>PAYABLE ON OR BEFORE</b>
\$ 99,999.99	December 31, 2015

3. The Corporation agrees to use the Loan exclusively and solely for the purposes of defraying costs and expenses incurred by the Corporation in providing the Services.
4. This Agreement shall be construed and governed by the laws of the Province of British Columbia.
5. Should any provision of this Agreement be illegal or non-enforceable, it shall be considered separate and several from the Agreement and its remaining provision shall remain in force and be binding upon the parties hereto as though the illegal or non-enforceable provision had never been included.
6. This Agreement or any renewal thereof, shall enure to the benefit of and be binding upon the Municipalities and the Corporation and their respective heirs, agents, successors and assigns.
7. The Municipalities pursuant to the *Community Charter*, the *Local Government Act*, other statutes and municipal bylaws for the purpose of administering the Municipalities operations, collects personal information. Information in this Agreement may routinely be made available to be public under the Freedom of Information legislation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and date first above written.

District of Port Hardy  
By the authorized signatories:

\_\_\_\_\_  
\_\_\_\_\_

Town of Port McNeill  
By the authorized signatories:

\_\_\_\_\_  
\_\_\_\_\_

Village of Port Alice  
By the authorized signatories:

\_\_\_\_\_  
\_\_\_\_\_

North Island Community Forest Ltd.  
By the authorized signatory(ies):

\_\_\_\_\_  
\_\_\_\_\_