

**REGIONAL DISTRICT OF BULKLEY-NECHAKO
SUPPLEMENTARY AGENDA**

Thursday, March 24, 2016

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& ADOPTION**

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NEW BUSINESS**ADJOURNMENT**



Regional District of Bulkley-Nechako Memo – Board Supplementary Agenda March 24, 2016

To: Chair Miller and the Board of Directors
From: Hans Berndorff, Financial Administrator
Date: March 23, 2016
Re: Chinook Comfor Limited Partnership Agreement - Revised

On February 25, 2016, the RDBN Board approved the Chinook Limited Partnership Agreement. One of the partners, the Burns Lake Band has not yet signed the agreement and has advised that it wants its economic development entity, the Ts'il Kaz Koh Development Limited Partnership to hold its Chinook Comfor Limited Partnership units instead of the First Nation holding the units directly.

The attached limited partnership agreement has been revised to reflect this change. Our lawyers have advised that all other provisions in the agreement remain unchanged.

I would be pleased to answer any questions.

Recommendation:

(all/directors/majority)

1. That the memorandum from the Financial Administrator, dated March 23, 2016 regarding the revised Chinook Comfor Limited Partnership Agreement be received; and,

Further, whereas the Regional District of Bulkley-Nechako Board on February 25, 2016 approved a limited partnership agreement ("LPA") for the Chinook Community Forest; and,

Whereas the Burns Lake Band wishes that its economic development entity, Ts'il Kaz Koh Development Limited Partnership, hold its units in the limited partnership instead of the First Nation itself holding such units (the "Change"); and,

Whereas the Chinook Comfor Limited Partnership Agreement has been revised to reflect the Change;

Therefore be it resolved that the Board of the Regional District of Bulkley-Nechako approves for execution by its authorized signatories the revised Chinook Comfor Limited Partnership Agreement.

THIS LIMITED PARTNERSHIP AGREEMENT dated for reference the ___ day of _____, 2016.

BETWEEN:

CHINOOK COMFOR LIMITED, (Inc. #BC0_____) a corporation incorporated under the laws of the Province of British Columbia, having a registered delivery address of 47805 Olson Road, Burns Lake, BC V0J 1E4

(the "General Partner")

OF THE FIRST PART

AND:

Wet'suwet'en First Nation, as represented by its duly elected Chief and Council, having an address at PO Box 760, Burns Lake, BC V0J 1E0

(the "WFN")

OF THE SECOND PART

AND:

Nee Tahi Buhn First Nation, as represented by its duly elected Chief and Council, having a civic address of 47805 Olson Rd., Burns Lake, BC V0J 1E4

(the "NTBFN")

OF THE THIRD PART

AND:

Skin Tyee First Nation, as represented by its duly elected Chief and Council, having an address of PO Box 131, Burns Lake, BC V0J 2P0

(the "STFN")

OF THE FOURTH PART

AND:

Cheslatta Carrier First Nation, as represented by its duly elected Chief and Council, having an address of PO Box 909, Burns Lake, BC V0J 1E0

(the "CCFN")

OF THE FIFTH PART

AND:

Lake Babine First Nation, as represented by its duly elected Chief and Council, having an address of PO Box 879, Burns Lake, BC V0J 1E0

(the "LBFN")

OF THE SIXTH PART

AND:

Ts'il Kaz Koh Development Limited Partnership

having an address at 4186 Yuculta Crescent, Vancouver, BC V6N 2R5

(the "BLB")

OF THE SEVENTH PART

AND:

The Corporation of the Village of Burns Lake, as represented by its duly elected Chief and Council, having a civic address of 15 – 3rd Ave., PO Box 570, Burns Lake, BC V0J 1E0

(the "VBL")

OF THE EIGHTH PART

AND:

Regional District of Bulkley Nechako, having a business address of 37 – 3rd Avenue, Burns Lake, BC V0J 1E0

(the "RDBN")

OF THE NINTH PART

AND:

Each party who from time to time is accepted as a limited partner in the Chinook Comfor Limited Partnership, or who is a successor of any such person and who becomes a limited partner upon being registered as such under the *Partnership Act* (British Columbia)

OF THE TENTH PART

(WFN, NTBFN, STFEN, CCFN, LBFN, BLB, VBL and RDBN and such other persons are hereinafter individually called a "Limited Partner" and collectively called the "Limited Partners")

WHEREAS:

- A. CHINOOK COMFOR LIMITED has agreed to be the General Partner of CHINOOK COMFOR LIMITED PARTNERSHIP;
- B. WFN, NTBFN, STFEN, CCFN, LBFN, BLF, VBL and RDBN have agreed to be the Limited Partners of CHINOOK COMFOR LIMITED PARTNERSHIP;
- C. The parties hereto are desirous of entering into this Agreement in order to record their respective rights and obligations.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises, covenants, agreements, representations, undertakings and warranties hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties hereby covenant, agree, represent, undertake and warrant as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions** – In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

- (a) “Act” means the *Partnership Act*, R.S.B.C. 1996, c.348 of British Columbia, as it may be amended or re-enacted from time to time;
- (b) “Associate” means, as to any party herein, any corporation, society, partnership or other legal entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such other person and for these purposes the term “control” means the possession, directly or indirectly, of the power to control the voting rights of 51% or more of the issued capital of a corporation or the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;
- (c) “Auditors” means the firm of Chartered Professional Accountants as appointed in accordance with this Agreement, whose partners are members in good standing with the Chartered Professional Accountants;
- (d) “Community Forest License” means **[DEFINE WHEN HAVE PARTICULARS]**
- (e) “Contribution” means the amount contributed in cash or otherwise to the capital of the Limited Partnership by a Limited Partner;
- (f) “Council” means the elected Chiefs and Councillors of each of the WFN, NTB FN, STF N, CCFN, LBFN, and BLB;
- (g) “Distributable Funds” means, the amount of any by which:
 - (a) aggregate of:
 - i. Cash receipts of the Partnership during such period (excluding contributions of Capital);
 - ii. Loans to the Partnership during such period; and
 - iiil Amounts set aside as working capital or other reserves at the commencement of such period;

exceeds:

- (b) The aggregate of:
 - i. Expenditures of the Partnership during such period (including operating expenses, capital expenditures and other expenses);
 - iii. Payments during such period in respect of loans to the Partnership; and
 - iv. Amounts set aside acting in a commercially reasonable manner, as working capital or other reserves at the end of such period;

all calculated without duplication.

- (h) "GAAP" means generally accepted accounting principles in Canada from time to time and, where applicable, any set of accounting principles specifically applicable to the business of the partnership;
- (i) "General Partner" means CHINOOK COMFOR LIMITED, a British Columbia company, or any successor in law or permitted assignee;
- (j) "Limited Partner" means any person or entity, including any of WFN, NTB FN, STF N, CCF N, LBF N, BLB, VBL or RDB N who subscribes for Class B Units, or who acquires Class B Units on a subsequent transfer from a Limited Partner in accordance with the terms of this Agreement and whose name has been entered in the register of Limited Partners maintained at the registered office of the Limited Partnership;
- (k) "Limited Partnership" means CHINOOK COMFOR LIMITED PARTNERSHIP;
- (l) "Net Income" or "Net Loss" means, respectively, the net income or loss of the Limited Partnership for a fiscal year determined in accordance with GAAP and shall include provisions for such reserves as in the opinion of the General Partner are required for the Partnership Business;
- (m) "Ordinary Resolution" means a resolution approved by more than 50% of the votes cast by those Limited Partners who vote, and who are entitled to vote, in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement or a written resolution signed by all the Limited Partners;
- (n) "Partner" means a Limited Partner or General Partner and "Partners" means all of the Limited Partners and the General Partner;
- (o) "Partnership Assets" means all property, both including realty and personalty, legally and beneficially owned by the Limited Partnership;

- (p) "Partnership Business" means the business of the Limited Partnership as described in Section 2.4 of this Agreement;
- (q) "Registrar and Transfer Agent" means the General Partner or an agent appointed thereby to keep a register of Limited Partners and a register of the transfer of Units;
- (r) "Special Resolution" means a resolution approved by not less than 75% of the votes cast by those Limited Partners who vote, and are entitled to vote, in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement or a written resolution in one or more counterparts, signed by all the Limited Partners;
- (s) "Subscription" means the subscription form and power of attorney, the form to be determined by the General Partner, which shall be executed by a Limited Partner;
- (t) "Tax Act" means the *Income Tax Act* (Canada), together with all regulations made pursuant thereto, as it may be amended and re-enacted from time to time;
- (u) "Taxable Income" or "Taxable Loss" means, respectively, the amount of income or loss of the Limited Partnership for a fiscal year determined by the General Partner pursuant to the provisions of the Tax Act;
- (v) "Unanimous Resolution" means a resolution approved by all the Limited Partners; and those Limited Partners must be present, in person or by proxy at a duly convened meeting of Limited Partners, or at an adjournment thereof, called in accordance with this Agreement or a written resolution in one or more counterparts, signed by all of the Limited Partners;
- (w) "Unit" means one of the units of the Limited Partnership described in paragraph 6.1;
- (x) "Unit Certificate" means the form of certificate to be issued by the General Partner, evidencing the number of Units owned by the Partners;

1.2 **Interpretation** – In this Agreement, unless the context otherwise requires:

- (a) "this Agreement" means this limited partnership agreement as it may be further supplemented, amended or restated from time to time and all references to paragraphs, subparagraphs and schedules are to the respective paragraphs, subparagraphs and schedules in this Agreement unless stated to be otherwise;
- (b) the headings are for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof;
- (c) unless otherwise provided in this Agreement, all accounting terms will be interpreted and

all computations will be made in accordance with GAAP;

- (d) any reference to a statute will include such statute and regulations made pursuant to it, with all amendments made and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant to it;
- (e) any reference to an entity includes and is deemed to be a reference to any entity that is a successor to such entity;
- (f) words importing the masculine gender include the feminine or neuter genders, corporations and partnerships, and words in the singular include the plural, and vice-versa, wherever the context requires; and
- (g) all references to currency are references to Canadian currency.

ARTICLE II

THE LIMITED PARTNERSHIP

2.1 **Formation and Status of Limited Partnership** – The parties hereto hereby form, in accordance with this Agreement and the Act, a limited partnership under the name and style of “CHINOOK COMFOR LIMITED PARTNERSHIP”. Subject to all applicable laws, the Limited Partnership shall carry on business under the name “CHINOOK COMFOR LIMITED PARTNERSHIP” or such other name or names as the General Partner may determine from time to time, provided that if a name other than “CHINOOK COMFOR LIMITED PARTNERSHIP” is used, the General Partner must first file a new declaration or certificate under the Act as required.

2.2 **Maintaining Status of Limited Partnership** – The General Partner shall be the general partner of the Limited Partnership, shall do all things and shall cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of British Columbia or other relevant laws to reflect the constitution of the Limited Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Limited Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of information available to it in order to maintain the status of the Limited Partnership as a limited partnership under the Act.

2.3 **Fiscal Period** – The fiscal period of the Limited Partnership shall end on the 31st day of December in each and every year or such other date as the Limited Partners may determine by Special Resolution.

2.4 **Business and Powers of the Limited Partnership**- The Limited Partnership will carry on any lawful business and activity as may be desirable and permitted under the Community Forest Licence including the planning, harvesting, marketing and selling of timber and other forest products

and managing community forest tenures . The Limited Partnership shall have the power to do any and every act and thing necessary, proper, convenient or incidental to the accomplishment of its business and purposes. The Limited Partnership may carry on any other business if approved by the Unanimous Resolution of the Partners, and the filing, if necessary or advisable, of any certificates, declarations, instruments or documents required under the laws of British Columbia or other relevant laws.

2.5 **Title** – The Partnership Assets shall be held in the name of the Limited Partnership except for the Community Forest Licence which will be held in the name of the General Partner. The Partnership Assets of the Limited Partnership may be held in the name of the General Partner, as nominee and bare trustee for the Limited Partnership, and for the use and benefit of the Partners in accordance with the terms and provisions hereof, until such time as the General Partner determines that it is appropriate or advisable for the assets to be held or registered in the name of the Limited Partnership, another nominee or otherwise. Such holding of the Partnership Assets will not prevent the vesting of the legal and beneficial title thereto in the Limited Partnership in the manner and at the time as otherwise herein provided. Each Partner will have an interest in the Partnership Assets held by the Limited Partnership in proportion to the number of Units held by it.

2.6 **Principal Place of Business** – The principal place of business of the Limited Partnership in the Province of British Columbia, and the registered office delivery and mailing addresses of the General Partner in the Province of British Columbia, shall be 47805 Olson Road, Burns Lake, BC V0J 1E4, and the records office shall be #205 – 1544 Marine Drive, West Vancouver, British Columbia V7V 1H8. The General Partner may change the principal place of business or the mailing address of the Limited Partnership and the registered and records office and mailing address of the General Partner from time to time by giving notice to that effect to all Limited Partners, pursuant to the notice provisions contained in this Agreement, provided that the registered office and mailing address of the General Partner and the principal place of business and mailing address of the Limited Partnership must be located on one of the reserves set apart for the use and benefit of WFN, NTBFN, STFV, CCFN, LBFN, BLB, VLB or RDBN.

2.7 **Term** – The Limited Partnership will become a limited partnership upon the filing and recording of the requisite certificate under the Act and shall continue until terminated upon the earlier of ninety-nine years from the date of execution of this Limited Partnership Agreement, the passage of a Unanimous Resolution approving the dissolution of the Limited Partnership or by operation of law and, in any case, after the completion of the liquidation of the Limited Partnership and distribution of all funds remaining after payment of all of the debts, liabilities and obligations of the Limited Partnership to its creditors, in accordance with the provisions of this Agreement.

2.8 **Compliance with Laws** – Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in regard to the formation, continuance, operation or dissolution of the Limited Partnership.

2.9 **Limitation on Authority of Limited Partners** – A Limited Partner may from time to time examine the state and progress of the business of the Limited Partnership; however, no Limited Partner in his or its capacity as a Limited Partner shall:

- (a) take part in the control or management of the business of the Limited Partnership or exercise any power in connection therewith;
- (b) execute any document which binds or purports to bind the Limited Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself, herself, or itself out as having the power or authority to bind the Limited Partnership, the General Partner or any other Limited Partner as such;
- (d) bring any action for partition or sale in connection with the Partnership Assets, whether real or personal, or register or permit any lien or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against the Partnership Assets in respect of such Limited Partner's interest in the Limited Partnership;

except that the General Partner may do the foregoing on behalf of the Limited Partnership in its capacity as the General Partner, notwithstanding that it or any shareholder, director or officer of the General Partner may also be a Limited Partner or a shareholder, director or officer of a Limited Partner, or be otherwise related to a Limited Partner.

2.10 **Compliance with the Act** – The Partners shall comply with the provisions of the Act in force or in effect from time to time and shall not take any action which will jeopardize or eliminate the status of the Limited Partnership as a limited partnership.

2.11 **Number of Partners** – The Limited Partnership shall at all times have at least one General Partner and one or more Limited Partners.

ARTICLE III THE GENERAL PARTNER

3.1 **Authority of the General Partner** – Subject to those matters which in accordance with this Agreement require an Unanimous Resolution, and subject to the Act, the General Partner shall carry on the business on behalf of the Limited Partnership with full power and authority to administer, manage, control and operate the business of the Limited Partnership, and to do or cause to be done any act, take or cause to be taken any proceeding, make or cause to be made any decision and execute and deliver or cause to be executed and delivered any instrument, deed, agreement or document necessary, appropriate or incidental to the carrying on of the business of the Limited Partnership. No person dealing with the Limited Partnership is required to enquire into the authority of the General Partner to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for, or on behalf of, or in the name of, the Limited Partnership.

3.2 **Specific Powers of the General Partner** – Without limiting the generality of section 3.1 hereof, it is acknowledged and agreed that the General Partner is authorized, at all appropriate times and from time to time, on behalf of and without further authority from the Limited Partners, to do all things which in its sole judgment are necessary, proper or desirable to carry on the business and purposes of the Limited Partnership including but not limited to the following:

- (a) to act as the Registrar and Transfer Agent for the Limited Partnership, or retain another person to so act;
- (b) to cause the limited partnership to engage such counsel and other professional advisors or consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (c) to open and operate, either in its own name or in the name of the Limited Partnership, a separate bank account in order to deposit and to distribute funds with respect to the Limited Partnership;
- (d) to execute, deliver and carry out all other agreements, documents and instruments which from time to time require execution by or on behalf of the Limited Partnership including without limitation any agreement, deed, transfer, covenant, indenture, mortgage, guarantee, postponement agreement or other security document, lease, easement, plan, restrictive covenant, release or surrender;
- (e) on behalf of the Limited Partnership, to cause the limited partnership to pay all taxes, fees and other expenses relating to the orderly maintenance, repair, and management of the Partnership Assets;
- (f) to act on behalf of the Limited Partnership with respect to any and all actions and other proceedings pertaining to the Limited Partnership or the Partnership Assets, brought by or against the Limited Partnership;
- (g) to determine the amount and type of insurance coverage to be maintained in order to protect the Partnership Assets and the Limited Partnership from all usual perils of the type covered in respect of comparable properties and businesses and in order to comply with the requirements of the lenders of funds to the Limited Partnership;
- (h) to negotiate and to cause the limited partnership to enter into agreements for the acquisition, maintenance and operation of Partnership Assets and to hold the Partnership Assets in the name of the General Partner, or the Limited Partnership;
- (i) on behalf of the Limited Partnership and in the name of the Limited Partnership, to cause the limited partnership to invest funds not immediately required for the business of the Limited Partnership in short term securities of, or guaranteed by, the Government of

Canada, the government of any Canadian province, or certificates of deposit or interest-bearing accounts of Canadian chartered banks, or trust companies, or in prime commercial paper;

- (j) to cause the limited partnership to make distributions of Distributable Funds of the Limited Partnership less reasonable reserves as determined by the General Partner;
- (k) to grant and execute mortgages, security agreements, assignments of rent, covenants, documents and instruments and to do all acts relating thereto as may be necessary to finance or refinance the Partnership Assets;
- (l) to borrow money for and on behalf of the Limited Partnership and to give security therefor, in the name of the Limited Partnership or the General Partner, for the purpose of financing and refinancing the business and operation of the Limited Partnership, but not for any other purpose;
- (m) to appoint the Auditors and to employ or engage employees, managers, contractors or consultants for the Partnership Business;
- (n) to let or lease all or any portion of the Partnership Assets, on behalf of the Limited Partnership;
- (o) to execute any and all other deeds, documents and instruments and to do or cause to be done all acts and things as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining qualified agents to carry out any of the foregoing; and
- (p) to cause the limited partnership to pay costs and expenditures reasonably incurred by the Limited Partnership.

3.3 **Reimbursement of General Partner** – The General Partner is entitled to reimbursement by the Limited Partnership for all reasonable third party costs and expenses actually incurred by it on behalf of the Limited Partnership in the ordinary course of business or other costs and expenses incidental to acting as General Partner to the Limited Partnership which are incurred in connection with such costs and expenses.

3.4 **Amendment of Agreement** – Unless otherwise provided for herein, this Agreement may be amended in writing on the initiative of the General Partner with the unanimous written consent of all of the Limited Partners.

3.5 **Amendment by General Partner** – The General Partner may, without prior notice to or consent from any Limited Partner amend any other provision of this Agreement from time to time (so long as such amendment is not inconsistent with the provisions of Articles 3, 4 and 7):

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletions or provisions which, in the opinion of counsel to the Limited Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure any ambiguity or to correct or supplement any provisions contained herein, which, in the opinion of counsel to the Limited Partnership, may be defective or inconsistent with any other provisions contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement, which, in the opinion of counsel to the Limited Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendment to this Agreement within thirty (30) days of the effective date of the amendment.

3.6 **Power of Attorney** – Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner with full power of substitution as his true and lawful attorney and agent, with full power and authority in his or its name, place and stead and for his use and benefit to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) all declarations and declarations of change or certificates required under the Act and other instruments necessary to form, qualify or continue and keep in good standing the Limited Partnership as a limited partnership;
 - (ii) all instruments, declarations and certificates necessary to reflect any amendment to this Agreement with any governmental body or instrumentality of the Government of Canada or a Province;
 - (iii) any certificates of business or trade names; and
 - (iv) all conveyances, agreements and other instruments or documents deemed necessary or desirable by the General Partner to reflect the dissolution and termination of the Limited Partnership including cancellation of any certificates or declarations and the execution of any elections under the Tax Act, or any analogous legislation;
- (b) execute and file with any governmental body or instrumentality thereof of the Government of Canada or a Province any documents necessary to be filed in connection with the business, property, assets and undertaking of the Limited Partnership; and

- (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Limited Partnership and for the Limited Partners as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement in accordance with its respective terms.

3.7 Power of Attorney Irrevocable – To evidence the provisions of section 3.6 hereof, each Limited Partner, in executing a Subscription or in executing the form of assignment of a Unit, will by such act have executed a power of attorney containing substantially the powers set forth above. The power of attorney granted herein is irrevocable, is coupled with an interest, shall survive the death, disability, incapacity, insolvency or other legal incapacity of a Limited Partner and shall survive the assignment, to the extent of the obligations of the Limited Partner hereunder, by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Limited Partnership and extends to the heirs, executors, administrators, successors and assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instruments by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representation and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.8 Duties of the General Partner

- (a) The General Partner covenants that it will exercise its powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Limited Partners, and that it will exercise the care, diligence and skill of a reasonably prudent person, and will maintain the confidentiality of financial and other information and data which it may obtain through or on behalf of the Limited Partnership, the disclosure of which may adversely affect the interests of the Limited Partnership or a Limited Partner, except to the extent that disclosure is required by law or is in the best interests of the Limited Partnership, and it will utilize the information and data only for the business of the Limited Partnership.
- (b) Without limiting the foregoing, the General Partner will:
 - (i) hold an annual information meeting that is open to the public for the purposes of the public receiving information about the activities and achievements of the Limited Partnership; and
 - (ii) will produce and present the quarterly reports to the Limited Partners.

3.9 Status of the General Partner – The General Partner represents and warrants to each Limited Partner that:

- (a) it is a corporation duly incorporated under the laws of the Province of British Columbia and that so long as it remains a General Partner, it shall maintain its valid corporate

existence and remain in good standing with the Registrar of Companies of the Province of British Columbia;

- (b) it has and shall continue to have the requisite capacity and corporate authority to act as general partner of the Limited Partnership and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its notice of articles, articles of incorporation or any agreement by which it is bound;
- (c) it shall not, nor shall any Associate of it, borrow from the Limited Partnership;
- (d) it shall carry out its powers and authorities and manage and operate the Limited Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner and will act honestly, in good faith and in the best interests of the Limited Partners;
- (e) it shall act in utmost fairness and good faith towards the Limited Partners in the business of the Limited Partnership;
- (f) it shall not carry on any business other than for the purposes set forth herein;
- (g) there is no action, proceeding or investigation whether or not purportedly on behalf of the General Partner, pending or, to the knowledge of the General Partner, threatened against or affecting the General Partner at law or in equity, or before or by any federal, provincial or municipal or other governmental department, commission, board or agency, domestic or foreign, which in any way materially adversely affects the General Partner, or which questions the validity of any action taken or to be taken by the General Partner pursuant to or contemplated by the Agreement;
- (h) the performance by the General Partner of its obligations under this Agreement will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, any term or provisions of its constating documents, or resolutions, or any mortgage, note, indenture, contract, joint venture or partnership arrangement or agreement, instrument or lease or other documents or agreements to which the General Partner is a party, or by which it is bound, or any judgment, decree, statute, rule or regulation applicable to it which in any way materially adversely affects it or its condition (financial or otherwise) or which would have any material effect upon the ability of the General Partner to perform its obligations arising under this Agreement; and
- (i) it will not merge or amalgamate with another corporation nor sell, assign or otherwise dispose of its interest as the General Partner unless permitted pursuant to a Limited Partners special resolution.

3.10 Status of Each Limited Partner – Each Limited Partner represents and warrants to each other Limited Partner and to the General Partner that he, she or it:

- (a) if an individual, has the capacity and competence to enter into and be bound by this Agreement and all other agreements contemplated hereby;
- (b) if a First Nation, corporation, partnership, unincorporated association or other entity, is legally competent to execute this Agreement and all other agreements contemplated hereby and to take all actions required pursuant hereto, and further certifies that all necessary approvals of Council members, directors, shareholders, partners, members or otherwise have been given; and
- (c) shall promptly provide such evidence of his, her, or its status as the General Partner may reasonably request.

3.11 Transactions Involving Associates – The validity of a transaction, agreement or payment involving the Limited Partnership and an Associate of the General Partner is not affected by reason of the relationship between the General Partner and the Associate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partner, all of whom may be officers, directors, or employees of, or otherwise interested in or related to such Associate.

3.12 Safekeeping of Asset – The General Partner is responsible for the safekeeping and use of all of the funds of the Limited Partnership, whether or not in its immediate possession or control, and will not employ or permit another to employ the funds or Partnership Assets except for the exclusive benefit of the Limited Partnership.

3.13 Indemnification – The Limited Partnership will indemnify and hold harmless the General Partner, its directors, officers, employees and agents from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner, its directors, officers, employees or agents by reason of acts, omissions or alleged acts or omission arising out of the activities of the General Partner on behalf of the Limited Partnership or in furtherance of the interests of the Limited Partnership, but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly and in good faith and were not performed or omitted to be performed fraudulently or in bad faith or as a result of the negligence of the General Partner, its directors, officers, employees or agents, and only if such losses, costs, expenses, liabilities and damages do not arise out of any act, omission, or judgment, which is adjudged to be in contravention of this Agreement. In no event, however, shall the provisions of this section 3.13 expand upon a Limited Partner's liability beyond the amount of capital contributed or agreed to be contributed to the Limited Partnership by him, her or it as stated in the declaration or certificate filed pursuant to the Act relating to the Limited Partnership, and his, her or its share of the undistributed income of the Limited Partnership.

3.14 Restrictions Upon the General Partner – The General Partner's power and authority does not extend to any power, action or authority enumerated in section 10.13 hereof, unless and until the requisite Unanimous Resolution is passed by the Limited Partners. In addition, the General Partner will not:

- (a) cause the Limited Partnership to guarantee the obligations and liabilities of or make loans to the General Partner, or any Associate of the General Partner; or
- (b) commingle the funds of the Limited Partnership or Partnership Assets with the funds or assets of the General Partner, or any Associate of either the General Partner or any other person.

3.15 Employment of an Associate – The General Partner may employ or retain an Associate on behalf of the Limited Partnership to provide goods or services to the Limited Partnership, if:

- (a) the cost of such goods or services rendered are reasonable and consistent with the cost of similar goods or services which would be charged by arm's length parties in the area where the Partnership Business is carried on; and
- (b) the Limited Partnership in no way becomes liable for the debts, obligations or liabilities of the Associate.

3.16 Subject to (1) any applicable restrictions in the Community Forest Licence and (2) any applicable procurement value thresholds and procurement practice requirements specified in the New West Partnership Trade Agreement entered into between the Governments of Alberta, British Columbia and Saskatchewan effective July 1, 2010, all of which shall at all times take precedence over the remainder of this provision, the General Partner will, in procuring goods and services to undertake works under the Community Forest Licence or for the Partnership Business, endeavor to conduct procurement processes that give preference to First Nations by such means, including without limitation, as additional point allocation and price discounting. The parties acknowledge that the General Partner will be required to give notice of any permissible First Nation preference policy in applicable procurement documents.

3.17 Payments – The General Partner will pay or cause to be paid out of the funds of the Limited Partnership on hand or borrowed for the purpose of the Limited Partnership's business, costs and expenses as and when they become due.

ARTICLE IV **REMOVAL OF GENERAL PARTNER**

4.1 Deemed Resignation- The General Partner shall be deemed to resign as the General Partner in the event of the bankruptcy, insolvency, dissolution, liquidation or winding up of the General Partner or the appointment of a trustee, receiver or receiver-manager of the affairs of the General Partner, but such resignation shall not be effective and the General Partner shall not cease to be the

General Partner if the General Partner is the sole General Partner at such time until the admission of a new General Partner to the Limited Partnership by Special Resolution.

4.2 Removal by Limited Partners – The Limited Partners may remove a General Partner and substitute another General Partner in its stead by a Special Resolution, but only if:

- (a) the Limited Partners appoint, concurrently with the removal, a replacement General Partner (the “New General Partner”) to assume all of the responsibilities and obligations of the removed General Partner (the “Former General Partner”) under this Agreement;
- (b) the New General Partner causes to be delivered to the Former General Partner a release granted by the Limited Partnership to the Former General Partner of the Former General Partner’s responsibilities and obligations under this Agreement, and the Limited Partnership shall hold harmless the Former General Partner from and against all actions, claims, causes, demands, losses, damages and expenses with respect to events which occur in relation to the Limited Partnership after the appointment of the New General Partner;
- (c) the New General Partner, prior to assuming its responsibilities as the General Partner under the terms of this Agreement, executes the documents presented by the Limited Partnership to give effect to such assumption, and from and after registration of an effective declaration of change or amended certificate under the Act, the New General Partner shall assume the powers, duties and obligations of the Former General Partner under this Agreement and shall be subject to the terms hereof, and for the purposes of this Agreement, the New General Partner shall thereafter be the General Partner in the place of the Former General Partners so replaced; and
- (d) the Former General Partner is paid an amount equal to the credit balance outstanding in the capital account and current account of the Former General Partner as at the effective date of removal.

4.3 Resignation of General Partner – The General Partner may resign upon 180 days’ written notice to the Limited Partners and such resignation shall become effective upon the admission of the New General Partner to the Limited Partnership and the transfer of the Former General Partner’s Class A Units to the New General Partner. The General Partner shall not resign if the effect would be to dissolve the Limited Partnership. On the admission of a New General Partner, and payment to the Former General Partner of the amount, if any, provided for in subsection 4.2(d), the Class A Units of the Former General Partner shall be transferred to the New General Partner and the New General Partner is appointed as the Former General Partner’s agent and attorney with full right and authority to effect such transfer of the Class A Units.

ARTICLE V
OBLIGATIONS OF PARTNERS

5.1 **Unlimited Liability of the General Partner** – The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Limited Partnership.

5.2 **Limited Liability of Limited Partners** – Subject to the provisions of the Act and any specific assumption of liability, the liability of each Limited Partner (except the General Partner if it is also a Limited Partner) for the debts, liabilities, losses and obligations of the Limited Partnership is limited to the amount of the capital contributed or agreed to be contributed to the Limited Partnership by it, as the case may be, as stated in the declaration or any amending declaration or certificate filed pursuant to the Act relating to the Limited Partnership, and its share of any undistributed income of the Limited Partnership as hereinafter provided.

5.3 **Indemnity of Limited Partner** – The General Partner will indemnify and save harmless each Limited Partner from and against any and all costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 **Indemnity of Limited Partnership** - The General Partner will indemnify and save harmless the Limited Partnership from and against any and all costs, damages, liabilities and expenses incurred by the Limited Partnership as a result of any breach by the General Partner of its duties under this Agreement, including reasonable legal expenses incurred by the Limited Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful.

ARTICLE VI
THE UNITS

6.1 **Number of Units** – The interests of partners in the Limited Partnership shall consist of the following units:

- (a) Class A Units – issued to the General Partner;
- (b) Class B Units – issued to the Limited Partners.

The Limited Partnership may issue a maximum of 1 Class A Unit and 9,980 Class B Units. The subscription price is \$1.00 per Unit. The Units shall be issued to the General Partners and Limited Partners as follows:

General Partner	1 Class A Unit
WFN	1415 Class B Units
NTBFN	1415 Class B Units
STFN	1415 Class B Units

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CCFN	1415 Class B Units
LBFN	1415 Class B Units
BLB	1415 Class B Units
VBL	596 Class B Units
RDBN	894 Class B Units

and the General Partner may determine the consideration for which each Class B Unit shall be issued. The number of Class B Units authorized for issuance by the Limited Partnership may be increased by unanimous written approval of the Partners.

6.2 **Nature of Units**- The Class B Units shall carry the right to one vote for each Unit and the Class A Units will not carry a right to vote. The Units shall have the right to share in the capital of the Limited Partnership, Net Income, Net Loss, Taxable Income and Taxable Loss in accordance with the provisions of this Agreement.

6.3 **Unit Certificates** – A Unit Certificate shall be in such form as is from time to time approved by the General Partner, and shall be signed by the General Partner.

6.4 **Receipt by Limited Partners** – The receipt of any money, securities and other property from the Limited Partnership by a person or entity in whose name any Units are recorded, or if such Units are recorded in the names of more than one person or entity, the receipt thereof by any one of such persons, or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units and from all liability to see to the application thereof.

6.5 **Registrar and Transfer Agent**- The General Partner, or such other person may be appointed from time to time by the General Partner, shall act as Registrar and Transfer Agent of the Limited Partnership and shall maintain such books as are necessary to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner and particulars of transfers of Units. The General Partner shall perform or shall cause to be performed, all other duties usually performed by a Registrar and Transfer Agent of certificates of shares in a corporation, except as the same may be modified by reason of the nature of the Units.

6.6 **Location of Register** – The register of Limited Partners will be kept by the General Partner at the registered office of the Limited Partnership in British Columbia, or such other location as may be determined by the General Partner and in such other jurisdictions as may be required from time to time.

6.7 **Inspection of Records** – The General Partner shall cause the Registrar and Transfer Agent to make the records relating to the Limited Partner available for inspection by any Limited Partner, or his or its agent duly authorized in writing, at the expense of the Limited Partner. A copy of the register of Limited Partnership shall be provided to any Limited Partner on forty-eight hours' notice in writing to the Registrar and Transfer Agent, at the expense of the Limited Partner requesting same.

6.8 Transfer of Units –

- (a) A Limited Partner cannot transfer all or some of its Units unless:
- (i) there is unanimous consent of all the Limited Partners;
 - (ii) the transfer is not in violation of any of the terms and conditions of the Community Forest Licence; and
 - (iii) the transferee agrees to be bound by the terms of this Limited Partnership Agreement and executes a form of transfer attached as Schedule A.
- (b) A Limited Partner may transfer one or more Units to its Associate, subject to:
- (i) the transfer complying with terms and conditions of the Community Forest Licence;
 - (ii) the transferee agrees to be bound by the terms of this Limited Partnership Agreement and executes a form of transfer attached as Schedule A; and
 - (iii) the transferee of the Unit(s) remains an Associate of the transferring Limited Partner, and prior to ceasing to be such an Associate the Unit(s) shall be transferred back to the original transferring Limited Partner. Before such Associate ceasing to be an Associate of the Limited Partner, the Limited Partner agrees to re-purchase such Units and assume the obligations of its Associate then outstanding. The Limited Partner will continue to be bound by this paragraph notwithstanding the transfer of its units to its Associate.

6.9 Admission of Limited Partner – When a transferee or assignee is entitled to become Partner pursuant to the provisions hereof, subject to any provisions contained in the Certificate of Limited Partnership; the General Partner shall be authorized to admit such person to the Limited Partnership as a Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Limited Partnership as a Partner, without further act of the Limited Partners. The General Partner, or the Registrar and Transfer Agent if not the General Partner, will:

- (a) record at the registered office of the Limited Partnership in British Columbia any such assignment and transfer;
- (b) if necessary, amend the declaration showing the name of the transferee as a substituted Limited Partner;
- (c) make such filings and cause to be made such recordings as are required by law;
- (d) forward notice of the transfer to the transferee; and
- (e) issue and forward a Unit Certificate to the transferee in respect of the Units transferred.

6.10 No Transfer of a Fractional Unit – No transfer of a fraction of a Unit will be permitted.

6.11 **Parties Not Bound to See to Trust or Equity** – Except where specific provision has been made therefor in this Agreement, the Registrar and Transfer Agent shall not, nor shall the General Partner or the Limited Partners, be bound to see to the execution of any trust, expressed, implied or constructive, or any charge, pledge or equity to which any Unit, or any interest therein are subject, or to ascertain or inquire whether any sale or transfer of any such Unit or interest therein by an Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.12 **Liability on Transfer** – When an assignment and transfer of any Unit is completed and the transferee is registered as a Partner, the transferor of that Unit will be thereupon relieved of all obligations and liabilities relating to his Unit, including the obligations and liabilities under this Agreement to the extent permitted by law and the transferee will assume all such obligations and liabilities.

6.13 **Successors in Interest of Partners** – The Limited Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner. Before the expiration of the term of the Limited Partnership, described in section 2.7, the Limited Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.14 **Incapacity, Death, Insolvency or Bankruptcy** – Where a person or entity becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Partner, or otherwise by operation of law, in addition to the requirements of section 6.8 hereof, that person will not be recorded as or become a Partner and will not receive a Unit Certificate or a deposit receipt therefor, as the case may be, until:

- (a) he, she or it produces evidence satisfactory to the General Partner of such entitlement;
- (b) he, she or it has agreed in writing to be bound by the terms of this Agreement and to assume the obligations of a Limited Partner under this Agreement; and
- (c) he, she or it has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement.

6.15 **Lost Unit Certificate**- Where a Partner claims that the Unit Certificate evidencing ownership of his Unit has been defaced, lost, apparently destroyed or wrongly taken, the Registrar and Transfer Agent shall cause a Unit Certificate to be issued, provided that the Partner files with the Registrar and Transfer Agent an indemnity bond in such form and in such amount satisfactory to the General Partner to protect the Registrar and Transfer Agent and the Limited Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate

and provided further, that the Partner satisfies all other reasonable requirements imposed by the Registrar and Transfer Agent, including delivery of a form of proof of loss.

ARTICLE VII

CONTRIBUTIONS/LOANS

7.1 **Contributions** – The subscription price per Unit is \$1.00 per Unit. The initial contributions to the Limited Partnership are:

- (a) by the General Partner \$1.00;
- (b) by each of WFN, NTB FN, STF N, CCF N, LBF N and BLB \$1,415.00, by VBL \$596.00 and by RDBN \$894.00 for the aggregate amount of \$9,981.00; and
- (c) no further capital contributions will be required.

7.2 **Capital Accounts** – The initial capital accounts of the Partners are as follows:

- (a) the General Partner, \$1.00;
- (b) WFN, NTB FN, STF N, CCF N, LBF N, BLB \$1,415.00 each;
- (c) VBL \$596.00; and
- (d) RDBN \$894.00.

7.3 **No Interest Payable** – No Partner shall be entitled to receive interest on the amount of its capital Contribution or any balance in its current account from the Limited Partnership. No Partner shall be liable to pay interest to the Limited Partnership on any negative balance of capital or on any negative balance in its current account.

7.4 **Return of Capital** – Notwithstanding any disproportionate amounts in the respective capital accounts of the Limited Partners, the aggregate capital of all the Limited Partners shall be returned to the Limited Partners on a pro rata basis, based on the number of Class B Units held by each Limited Partner. A Partner is only entitled to demand a return of its pro rata share of capital upon the dissolution, winding-up or liquidation of the Limited Partnership as provided in section 11.3 hereof.

7.5 **Capital/Current Accounts** – The accounting records of the Limited Partnership shall include a capital account and current account for each Partner. Capital contributions shall be recorded in each Partner's capital accounts; allocations of Net Income and Net Loss and distributions to a Partner, shall be recorded in each Partner's current account.

7.6 **Limited Partner Loans**- Any Limited Partner may make one or more loans to the Limited Partnership on terms and conditions agreed to in writing by the Limited Partner making the loan, and the General Partner. A Limited Partner making a loan shall be entitled to a claim against the assets of the Limited Partnership as a creditor of the Limited Partnership, and such claim shall be separate and distinct from such Limited Partner's rights as a Limited Partner. The rights of a Limited Partner making a loan to the Limited Partnership, vis-à-vis other creditors of the Limited Partnership, may be

subordinated or secured depending on the terms and conditions of a particular loan agreed to by a Limited Partner and the General Partner.

ARTICLE VIII
ALLOCATIONS AND DISTRIBUTIONS

8.1 **Allocation of Net Income** – The Net Income of the Limited Partnership in each fiscal year shall be allocated as follows:

- (a) 0.2 % thereof among the Class A Unit; and
- (b) 99.80 % thereof among the Class B Units as a group pro rata among the issued Class B Units.

8.2 **Allocation Net Loss** – The Net Loss of the Limited Partnership in each fiscal year shall be allocated in the same manner that Net Income is allocated.

8.3 **Allocation of Taxable Income and Taxable Loss** – Taxable Income and Taxable Loss of the Limited Partnership in each fiscal year shall be allocated in the same manner as Net Income and Net Loss is allocated in that year.

8.4 **Effect of Assignment** – If, during the fiscal year, a Limited Partner assigns or transfers a Unit, such Limited Partner is not entitled to, and the General Partner will not distribute to that Limited Partner, any share of the Distributable Funds available for distribution or allocation in respect of the Unit transferred, but will distribute and allocate Net Income or Net Loss to the capital account of the registered holder of the Unit as at the end of the Limited Partnership's fiscal year.

8.5 **Adjustments** – If the Auditors of the Limited Partnership determine that the share of a Limited Partner in the distribution or allocation of Net Income or Net Loss, calculated in accordance with this Limited Partnership Agreement, differs from his or its share as determined by the General Partner, then the determination of the Auditors shall be deemed to be correct and binding upon the Limited Partnership and the Partners. The General Partner will cause the necessary adjustments to be made by payment or reallocation to or from the Partner as the case may be.

8.6 **Payment of Adjustments** – Each Partner hereby agrees that he or it will pay any amount owing by the Limited Partner under section 8.5 hereof, within fifteen (15) days from the date of notice of adjustment given under this section 8.6. If such amount is not paid within such fifteen (15) day period, such amount shall thereafter bear interest at the rate of interest charged by the Canadian chartered bank which acts as the principal banker for the Limited Partnership for loans made by it at Vancouver to its most favoured commercial borrowers, plus 2% calculated and compounded monthly. The General Partner will, within seven (7) days after receiving a report of the Auditors under section 8.5 hereof, notify in writing each Limited Partner whose share of the Net Income or Net Loss is to be adjusted, of the amount of the adjustment, together with a cheque for the amount payable to the Limited Partner or a request for payment in respect of the amount payable by the Limited Partner, as the case may be.

8.7 **Determination of Net Income and Net Loss**- Net Income and Net Loss of the Limited Partnership will be determined by the Auditors of the Limited Partnership in accordance with GAAP and such determination shall be binding upon the Limited Partners and the General Partner, save for manifest error.

8.8 **Individuality of Limited Partners** – No Limited Partner shall be responsible for any of the losses of any other Limited Partner, nor share in the income or allocation of tax deductible expenses attributable to the Units of any other Limited Partner.

8.9 **Distribution** – Distributions to Partners of amounts allocated pursuant to this Article shall be made at such times and in such amounts as determined by the General Partner. The General Partner may, at its discretion, make distributions out of any Distributable Funds to one or more of the Limited Partners in advance of any allocation of Net Income pursuant to section 8.1. Should this occur the amount distributed will be charged against future Net Income to be received by that Limited Partner or Partners.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 **Books and Records** – The General Partner will keep or cause to be kept on behalf of the Limited Partnership books and records reflecting the assets, liabilities, income and expenditures of the Limited Partnership and a register listing all Limited Partners and the Units. Such books, records and register will be kept available for inspection by any Limited Partner or his or its duly authorized representative (at the expense of such Limited Partner) during business hours at the offices of the General Partner. In the event that General Partner ceases to be the Registrar and Transfer Agent, the register shall thereupon be maintained at the office of such Registrar and Transfer Agent.

9.2 **The Record of Financial Transactions** – All financial transactions of the Limited Partnership shall be recorded and accounted for in accordance with GAAP.

9.3 **Annual Financial Information** – The General Partner, or its agent on its behalf, shall be responsible for the preparation of annual audited financial statements of the Limited Partnership as at the end of each fiscal year of the Limited Partnership. The General Partner shall designate which firm of Chartered Professional Accountants shall be the Auditors of the Limited Partnership. The General Partner, or its agent in that behalf, shall distribute a copy of such audited annual financial statements to each Limited Partner within ninety (90) days after the end of each fiscal year together with the report of the Auditors thereon. All financial statements shall be prepared in accordance with GAAP.

9.4 **Limited Partners Tax Returns** – On or before the appropriate filing deadline specified in Regulation 229(5) of the *Income Tax Act* of Canada, the General Partner shall forward to each Partner information as to the Taxable Income or Tax Loss allocated to such Partner and such other information as is necessary to enable such Partner to file tax returns containing such Partner's income from the Limited Partnership for each fiscal year. Each Partner shall solely be responsible for

filing all income tax returns and reporting his, her or its share of the income or loss from the Limited Partnership.

ARTICLE X
MEETINGS

10.1 **Meetings** – An annual meeting of Partners shall be called by the General Partner within six (6) months of the fiscal year end of the Limited Partnership. Any Limited Partner may (the “Requisitioning Partner”) give to the General Partner signed notices requesting a meeting of the Limited Partnership, the General Partner will, within thirty (30) days of receipt of such notice, convene a meeting, and if it fails to do so, the Requisitioning Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement, signed by each person or persons as the Requisitioning Partners specify. Every meeting, however convened, will be conducted in accordance with this Agreement.

10.2 **Place of Meetings** – Every meeting will be held on an a Reserve of one of the First Nations or at the registered office of the General Partner as may be approved by Ordinary Resolution.

10.3 **Notice of Meeting** – Notice of any meeting will be given to each Partner by prepaid registered mail or by personal delivery not less than twenty-one (21) days prior to such meeting, and will state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of the business to be transacted at the meeting.

10.4 **Accidental Omissions**- Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Partner, will not invalidate the proceedings at that meeting.

10.5 **Proxies** – Any Partner entitled to vote at a meeting may vote by proxy if a proxy has been received by the General Partner or the chairperson of the meeting for verification prior to the meeting.

10.6 **Validity of Proxies**- A proxy purporting to be executed by or on behalf of a Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the person challenging will have the burden of proving to the satisfaction of the chairperson of the meeting that the proxy is invalid and any decision of the chairperson concerning the validity of a proxy will be final.

10.7 **Form of Proxy** – Every proxy will be substantially in the form which follows or in such other form as may be approved by the General Partner or as may be satisfactory to the chairperson of the meeting at which it is sought to be exercised:

“I, _____, of _____, in the Province of _____, being a Partner of Chinook Comfor Limited Partnership, hereby appoint _____ of _____, in the Province of _____, as my proxy, with full power of substitution to vote for me and on my behalf at the meeting of Limited Partners to be held on the _____ of

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_____, 2_____, and every adjournment thereof and every poll that may take place in consequence thereof.

As witness my hand this _____ of _____, 2____."

10.8 **Corporations** – A Partner which is a corporation may appoint under seal an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Partners.

10.9 **Chairperson** – The Chairperson of a meeting of Partners will be the individual elected by Ordinary Resolution of the Partners as chairperson.

10.10 **Quorum** – Subject to this Agreement, a quorum at any meeting of Partners will consist of all Partners who are entitled to vote on any resolution whether attending in person or by proxy. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting will be held at the same time and, if available, the same place not less than ten (10) days or more than twenty-one (21) days later (or if that date is not a business day, the first business day after that date), and the General Partner will give at least seven (7) days' notice to all Partners of the date of the reconvening of the adjourned meeting. Such notice need not set forth the matters to be considered unless they are different from those for which the original meeting was called. At such reconvened meeting, the quorum for the meeting and the quorum for any specific resolution to be passed at such meeting will consist of any two Partners then present in person or represented by proxy at such reconvened meeting, provided that such reduced quorum shall not carry out any of the matters set out in section 10.13 or any matter requiring a Special Resolution.

10.11 **Voting** – Voting at the annual meetings shall be conducted in accordance with the following provisions:

- (a) every question submitted to a meeting;
 - (i) which requires a Special Resolution or Unanimous Resolution under this Agreement will be decided by a poll; and
 - (ii) which does not require a Special Resolution or Unanimous Resolution will, except as otherwise provided in this Agreement, be decided by an Ordinary Resolution on a show of hands unless a poll is demanded by a Partner, in which case a poll will be taken,
- (b) and, in the case of an equality of votes, the chairperson will not have a casting vote and the resolution will be deemed to be defeated. The chairperson will be entitled to vote in respect of any Units held by him or for which he may be proxyholder. On any vote at a meeting of Partners, a declaration of the chairperson concerning the results of the vote will be conclusive;

- (c) subject as herein provided, each person present at the meeting will have one vote for each Unit of which he is registered as the Unit holder and for each Unit in respect of which he, she or it is the proxyholder provided that the Class A Units do not have a vote;
- (d) a poll requested or required concerning:
 - (i) the election of a chairperson or an adjournment, will be taken immediately on request or;
 - (ii) any other matter, will be taken at the meeting or an adjournment of the meeting in such manner as the chairperson directs.

10.12 Resolution Binding – Any resolution, whether a Unanimous Resolution, a Special Resolution or an Ordinary Resolution, passed in accordance with this Agreement will be binding on all the Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Partner was present in person or voted against any resolution so passed.

10.13 Powers Exercisable by Unanimous Resolution – The following powers shall only be exercisable by Unanimous Resolution passed by the Limited Partners:

- (a) approving or disapproving the sale or exchange in a single transaction of all or substantially all of the business and assets of the Limited Partnership;
- (b) consenting to the amendment of this Agreement;
- (c) waiving any default by the General Partner on such terms as the Partners may determine;
- (d) continuing the Limited Partnership in the event that the Limited Partnership is terminated by operation of law;
- (e) amending, modifying, altering or repealing any Special Resolution or Unanimous Resolution previously passed by the Partners;
- (f) removing the General Partner;
- (g) appointing a new General Partner; and
- (h) dissolving or terminating the Limited Partnership.

Where the General Partner, any Associate of the General Partner and any director or officer thereof is the owner of a Unit, they shall be required to abstain from voting in respect of items (c), (g) and (h) above and in addition, shall be required to abstain in any other circumstance in which there is a conflict of interest.

10.14 **Minutes** - The General Partner will cause minutes to be kept of all proceedings and resolutions at every meeting, and copies of any resolutions of the Limited Partnership to be made and entered in books to be kept for that purpose, and any minutes, if signed by the chairperson of the meeting will be deemed to be evidence of the matters stated in them and such meetings will be deemed to have been duly convened and held and all resolutions and proceedings shown in them will be deemed to have been duly passed and taken.

10.15 **Additional Rules and Procedures** – To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairperson of the meeting.

10.16 **Authorized Attendance** – Any officer or a director of a General Partner, and representatives of the accountants or auditors of the Limited Partnership will be entitled to attend and receive notice of any meeting of the Partners set out in the specific place guidelines. The General Partner has the right to authorize the presence of any other person at a meeting regardless of whether the person is a Partner. With the approval of the General Partner that person will be entitled to address the meeting.

ARTICLE XI

DISSOLUTION AND LIQUIDATION

11.1 **Dissolution and Termination** – The Limited Partnership shall be dissolved upon the earlier of the expiration of its term as described in section 2.7 hereof, or the authorization of such dissolution by Unanimous Resolution, or its dissolution by operation of law, and, in any of these situations, after the completion of the liquidation of the Limited Partnership and distribution to the Limited Partners of all funds remaining after payment of all debts, liabilities and obligations of the Limited Partnership to its creditors.

11.2 **Events Not Causing Dissolution** – Notwithstanding any rule of law or equity to the contrary, the Limited Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Limited Partnership shall not be dissolved or terminated by the removal, actual or deemed resignation, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or the admission, resignation or withdrawal of the General Partner or any Limited Partner.

11.3 **Distributions upon Dissolution** – Upon dissolution, winding-up or liquidation of the Limited Partnership, the assets of the Limited Partnership shall be liquidated and the proceeds distributed as follows:

- (a) to pay any costs involved in the sale of the Partnership Assets;
- (b) to pay off encumbrances registered against the Partnership Assets;

- (c) to pay all expenses incurred in the winding-up of the Limited Partnership;
- (d) to pay all of the liabilities of the Limited Partnership including the amounts owing to the General Partner in respect of costs and expenses owing to it pursuant to this Agreement, in the manner required by law;
- (e) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (f) to return to each Limited Partner its pro rata share (based on the number of Class B Units issued and outstanding) of the capital of the Limited Partnership; and
- (g) to distribute any balance then remaining as a payment to each Partner in accordance with the provisions of Article VIII hereof.

Alternatively, the Partners may approve distributions of all Partnership Assets in kind or in specie in which event each Partner shall, subject to the provisions contained herein, be entitled to receive an undivided interest in each and every Partnership Asset in accordance with the proportionate Contribution to the capital of the Limited Partnership made by him or it as of the date of dissolution.

ARTICLE XII

DEFAULT

12.1 An event of default (a "Default") arises if a Partner (the "Defaulting Partner"):

- (a) fails to observe, perform or carry out any of its obligations under this Agreement and such failure continues for thirty (30) days after any Partner not in default (the "Nondefaulting Partner" individually and the "Nondefaulting Partners" collectively) has in writing demanded that such failure be cured;
- (b) fails to take reasonable actions to prevent or defend assiduously, any action or proceeding, seizure, execution or attachment or which claims possession, sale, foreclosure, the appointment of a receiver or receiver-manager of its assets, or forfeiture of any of the Units of the Defaulting Partner, and such failure continues for thirty (30) days after a Nondefaulting Partner has in writing demanded that such actions be taken or the Defaulting Partner fails to defend successfully any such action or proceeding; or
- (c) becomes a bankrupt or commits an act of bankruptcy or if a receiver or receiver-manager of its assets is appointed or makes any assignment for the benefit of creditors or otherwise.

12.2 If a Default occurs under section 12.1, the Nondefaulting Partner(s) may:

- (a) pursue any remedy available in law or in equity, each Partner acknowledging that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a Default;
- (b) require the General Partner to take all actions in its own name or in the name of the Defaulting Partner, or the Limited Partnership as may reasonably be required to cure the Default, and all payments, costs and expenses incurred by the Nondefaulting Partner(s) or the General Partner will be payable by the Defaulting Partner to the Nondefaulting Partner(s) or General Partner on demand with interest at the prime commercial lending rate charged by the Limited Partnership's banker for loans in Canada, plus 2%. A certificate of an officer of such bank in at the bank's main office in Vancouver, British Columbia shall be conclusive proof of the prime commercial lending rate; and
- (c) waive the Default provided that any waiver of a particular Default shall not operate as a waiver of any subsequent or continuing Default.

12.3 Without prejudice to section 12.2, if a Default occurs under section 12.1, the Nondefaulting Partner(s) may by written notice ("Default Notice") require the Defaulting Partner to sell all its Units to the Nondefaulting Partner(s) (*pro rata* in the case of there being more than one Nondefaulting Partner) at a price to be determined by the Auditors as being the fair value of the Units, provided that they are chartered business valuers. The consideration for such Units shall be in cash or in such other form as the Nondefaulting Partners may determine. The Auditors shall make the said determination within thirty (30) days of the Default Notice, and the completion of the purchase by the Nondefaulting Partner(s) (as the case may be) shall take place at the registered office of the Limited Partnership within a period of sixty (60) days from the date of the Default Notice unless otherwise agreed between the Defaulting Partner and the Nondefaulting Partner(s). At such closing the appropriate parties shall execute and deliver such certified cheques, Unit certificates, instruments, conveyances or assignments as may be reasonably requested to effect and complete the sale.

ARTICLE XIII **MISCELLANEOUS**

13.1 **Notices** – Except as otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be sufficiently given if in writing and served personally or sent by fax or by letter, postage prepaid (unless at the time of mailing or within four (4) days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case the notice shall be given by personal delivery or telecopier) as follows:

To the General Partner:

Mailing/Delivery Address:

47805 Olson Road
Bums Lake, BC V0J 1E4

Fax:



To Wet'suwet'en First Nation:

PO Box 760
Burns Lake, BC V0J 1E0
Attention: Band Manager

Fax: (250) 698-7480

To Nee Tahi Buhn First Nation:

47805 Olson Rd.
Burns Lake, BC V0J 1E4
Attention: Band Manager

Fax: (250) 694-3492

To Skin Tyee First Nation:

PO Box 131
Burns Lake, BC V0J 2P0
Attention: Band Manager

Fax: (250) 694-3268

To Cheslatta Carrier First Nation:

PO Box 909
Burns Lake, BC V0J 1E0
Attention: Band Manager

Fax: (250) 694-3632

To Lake Babine First Nation:

PO Box 879
Burns Lake, BC V0J 1E0
Attention: Band Manager

Fax: (250) 692-4790

To Ts'il Kaz Koh Development Limited Partnership:

Bag 9000
Burns Lake, BC V0J 1E0

Attention:

Fax: (250) 692-4214

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To the Corporation of the Village of Burns Lake:

15 - 3rd Avenue
 PO Box 570
 Burns Lake, BC V0J 1E0

Attention: Chief Administrative Officer

Fax: (250) 692-3059

To Regional District of Bulkley Nechako – Area B

37 - 3rd Avenue
 Burns Lake, BC V0J 1E0

Attention: _____

Fax: _____

To Regional District of Bulkley Nechako – Area E

37 - 3rd Avenue
 Burns Lake, BC V0J 1E0

Attention: _____

Fax: _____

Such notice shall be considered to have been given, if delivered or sent by fax, on the date of delivery or the date of sending of fax, as the case may be or, if sent by letter, on the third business day following the date of mailing the letter in a regularly maintained receptacle for the deposit of mail. The General Partner shall advise the Partners of any change in the above address.

13.2 **Confidential Information** – No Partner shall disclose any confidential information relating to the other Partners' finances and business affairs unless such information is in the public domain or was disclosed to the first-mentioned Partner by a third party under no confidential obligation to that Partner to whom the information relates, or such disclosure is required by law, governmental or regulatory body's rules, or such disclosure is given in connection with mediation or legal proceedings in respect of this Agreement.

13.3 **Further Acts** – The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

13.4 **Binding Effect**- Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

13.5 **Severability** – Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.6 **Counterparts** – This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. This Agreement may also be adopted in any subscription or assignment forms of similar instruments signed by a Partner, with the same effect as if such Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

13.7 **Time** – Time shall be of the essence hereof.

13.8 **Dispute Resolution** – Should a deadlock occur as a result of a failure to obtain the requisite consents of the parties required under the Agreement, or any dispute or disagreement of any kind arise at any time (i) with respect to the interpretation or application of this Agreement, as amended from time to time, or (ii) the application of GAAP to the records or affairs of the business of the Limited Partnership, the parties agree that good faith negotiations shall take place between them in an attempt to resolve the matter including discussions with a view to one or more parties buying all the Units of the other party(ies). If such good faith negotiations have not resolved the dispute or disagreement within a reasonable period of time, any party to this Agreement may request a mediation among the parties.

The mediator shall be agreed upon by the Partners. In the event they shall be unable to agree upon the mediator, the General Partner may appoint a mediator.

All discussions before the mediator shall be non-binding, confidential and without prejudice to the position of any party. The parties agree that if the mediator process does not result in a satisfactory resolution of the dispute or disagreement after the lesser of (a) either ten (10) hours of mediation, or (b) thirty (30) days from the commencement of the mediation, then any one or more of the Limited Partners may refer the dispute or disagreement to a single arbitrator to effect a binding resolution of the matter pursuant to the *Arbitration Act* of British Columbia. The mediator may not be the arbitrator.

The arbitration shall be completely private. The arbitrator shall fix the appropriate procedure which may include an oral hearing. The issue or issues to be decided by the arbitrator shall be defined in an Arbitration Agreement filed on consent by the Partners. In the event the parties to the arbitration shall be unable to agree upon the issue or issues to be decided by the arbitrator in any arbitration pursuant to this clause, the arbitrator shall have jurisdiction to determine the issue or issues to be decided. The arbitrator may order interest on any award and the arbitrator may award costs to either party. In the absence of any such award of costs, each of the parties shall bear its own costs of any arbitration pursuant to this clause and one-half of the cost of the arbitrator. The arbitrator shall be strictly bound by legal principles and the general nature of this Agreement in rendering his or her decision.

13.9 **Governing Law** – This Partnership Agreement shall be governed by and construed in accordance with the applicable laws of the Province of British Columbia and Canada.

IN WITNESS WHEREOF this Partnership Agreement is executed as of the day and year first above written.

Chinook Comfor Limited
by its authorized signatory(ies):

Signature
Print Name: _____

Signature
Print Name: _____

Signed, Sealed and Delivered by the)
Wet'suwet'en First Nation)

Chief Karen Ogen

Signature of Witness)

Print Name)

Address)

_____)

Signed, Sealed and Delivered by the)
Nee Tahi Buhn First Nation)

Chief Raymond Morris

Signature of Witness)

Print Name)

Address)

_____)

Signed, Sealed and Delivered by the)
Skin Tyee First Nation)

Chief Rene Skin

Signature of Witness)

Print Name)

Address)

_____)

Signed, Sealed and Delivered by the)
Cheslatta Carrier Nation)

Chief Corrina Leween

Signature of Witness)

Print Name)

Address)

_____)

Signed, Sealed and Delivered by
Ts'il Kaz Koh Development Limited
Partnership by its general partner

Authorized Signatory

Print name: _____

The Corporation of the Village of Burns Lake
by its authorized signatory(ies):

Signature
Print Name: _____

Signature
Print Name: _____

**Regional District of Bulkley Nechako
Area B and Area E**

by its authorized signatory(ies):

Signature
Print Name: _____

Signature
Print Name: _____

SCHEDULE "A"
CHINOOK COMFOR LIMITED PARTNERSHIP
TRANSFER OF UNIT

The undersigned, a Limited Partner in the Chinook Comfor Limited Partnership (the "Transferor") hereby transfers, assigns and sells to:

(Name of Transferee)

(Residence Address)

(the "Transferee") all right, title and beneficial interest of the undersigned in _____ Units, being Unit Nos. _____, in the Chinook Comfor Limited Partnership (the "Limited Partnership") a limited partnership formed under the laws of the Province of British Columbia. The undersigned hereby agrees to execute or furnish such documents and to perform any other act as Chinook Comfor Limited (the "General Partner") or the Registrar and Transfer Agent of the limited partners (the "Limited Partners") may reasonably require to properly and legally effect a valid transfer of the Units.

Dated this _____ day of _____, 2____

(Witness)

(Signature of Transferor, and if applicable, name of Company and office held by signatory)

(Residence Address)

The Transferee by execution hereof hereby accepts the within transfer and agrees to be bound, as a Limited Partner in the Limited Partnership by the terms of the limited partnership agreement (the "Limited Partnership Agreement") dated for reference the _____ day of _____, 2____ among the General Partner, as general partner, and each and every person who agrees to become and is accepted as a Limited Partner.

The Transferee hereby represents and warrants that he, she or it:

- (a) is/or is not (delete as applicable) a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and the regulations made thereto, and, if applicable, any corresponding provincial legislation;
- (b) is/or is not (delete as applicable) a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada);

- (c) if an individual, has the capacity and competence to enter into and be bound by this document, the Limited Partnership Agreement and all other agreements contemplated hereby or thereby;
- (d) if a corporation, partnership, unincorporated association or other entity, is legally competent to execute this document, the Limited Partnership Agreement, and all other agreements contemplated by the Limited Partnership Agreement, and to take all actions required pursuant thereto, and it further certifies that all necessary approvals of directors, shareholder, partners, members or otherwise have been given; and
- (e) shall provide such evidence of his status as the General Partner (or the Registrar and Transfer Agent if not the General Partner) may reasonably request.

The undersigned hereby irrevocably nominates, constitutes and appoints the General Partner of the Limited Partnership, with full power of substitution, as his true and lawful attorneys and agents, with full power and authority in his name, place and stead and for his use and benefit to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) all declarations and declarations of change and certificates required under the *Partnership Act* (British Columbia) and other instruments necessary to form, qualify or continue and keep in good standing the Limited Partnership as a limited partnership;
 - (ii) with any governmental body or instrumentality of the Government of Canada or a province, all instruments, declarations and certificates necessary to reflect any amendment to the Limited Partnership Agreement;
 - (iii) any certificates of fictitious or trade names;
 - (iv) all conveyances, agreements and other instruments deemed necessary or desirable by the General Partner to reflect the dissolution and termination of the Limited Partnership, including cancellation of any certificates or declarations and the execution of any elections under the *Income Tax Act* (Canada) and the regulation made thereto, as may be amended or re-enacted from time to time, and any corresponding provincial legislation;
- (a) execute and file with any governmental body or instrumentality thereof of the Governmental of Canada or a province any documents necessary to be filed in connection with the business, property, assets and undertaking of the Limited

Partnership; and

- (b) execute and deliver all such other documents or instruments on behalf of and in the name of the Limited Partnership and for the Limited Partners as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of the Limited Partnership Agreement or any other agreements contemplated hereby or thereby.

The power of attorney granted herein is irrevocable, is a power coupled with an interest, shall survive death, disability or other legal incapacity of the undersigned and shall survive the assignment, to the extent of the obligations of the undersigned under the Limited Partnership Agreement or hereunder, by the undersigned of the whole or in part of the interest of the undersigned in the Limited Partnership and extends to the heirs, executors, administrators, successors and assigns of the undersigned and may be exercised by the General Partner, acting alone or together on behalf of the undersigned in executing any instrument thereon and by listing all the Limited Partners executing such instrument with a single signature as attorney and agent for all of them.

The undersigned agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to this power of attorney in accordance with the terms hereof and the Limited Partnership Agreement and hereby waives any and all defences which may be available to him to contest, negate or disaffirm the action of the General Partner or the Nominee taken in good faith under this power of attorney.

DATED this _____ day of _____, 2____.

SIGNED, SEALED AND DELIVERED in the Presence of:

(Witness)

(Signature of Transferee, and if applicable, name of Company and office held by signatory)

(Print Name)

(Residence Address)

(Mailing Address if different from Residence Address)

(Date of Birth)

A transfer of Units may have income tax implications as between the Transferor and the Transferee and a Limited Partner should consult his tax advisor prior to making any transfer.

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- 40 -

No transfer of a fraction of a Unit may be made.

Until a Transferee becomes a Limited Partner in accordance with the Limited Partnership Agreement, all distributions and allocations will be made to persons shown as Limited Partners on the register of Limited Partners.

corp/9882/lp agree.11



Regional District of Bulkley-Nechako Memo – Board Supplementary Agenda March 24, 2016

To: Chair Miller and the Board of Directors
From: Hans Berndorff, Financial Administrator
Date: March 22, 2016
Re: Chinook Community Forest Contribution from the Province

Previously, the Province has agreed to contribute \$20,000 to the Chinook Community Forest to assist with start-up costs. The Province has advised that it must make this payment prior to its current fiscal year end on March 31, 2016. However, due to outstanding structural issues with other participants, Chinook Comfor Ltd. has not yet been registered as a company.

The Ministry of Forest, Lands and Natural Resource Operations has suggested that it contribute the funds to one of the First Nations economic development corporations for furthering on to Chinook once it is fully formed. The Hunust' Ot' En Investment Corporation, the economic development corporation owned by the Nee Tahi Buhn First Nation, has stepped forward to volunteer to fulfil this role.

The Board is being requested approve this arrangement.

I would be pleased to answer any questions.

Recommendation:

(all/directors/majority)

That the memorandum from the Financial Administrator, dated March 22, 2016 regarding the Chinook Community Forest Contribution from the Province be received; and,
 Further, that the Regional District Board approves an arrangement whereby the Ministry of Forest, Lands and Natural Resource Operations will contribute \$20,000 to the Hunust' Ot' En Investment Corporation, the economic development corporation owned by the Nee Tahi Buhn First Nation, for furthering on to Chinook Comfor once it is fully formed.



Regional District of Bulkley-Nechako Memo – Board Supplementary Agenda March 24, 2016

To: Chair Miller and the Board of Directors
From: Hans Berndorff, Financial Administrator
Date: March 23, 2016
Re: Budget for Topley Rural Fire Protection

The Topley Fire Protection referendum held in 2015 assumed that we would borrow for the cost of the fire truck and the fire hall in 2015 and start repayments in 2016. The current 2016 budget reflects the referendum assumptions by assuming that we would make principal and interest payments for all of 2016. The fire truck was purchased in January, 2016 and the fire hall will be purchased shortly.

We have used interim borrowing to purchase the fire truck and will do the same for the fire hall. This interim debt will be automatically repaid when the debentures are issued. Because we are too late for the spring 2016 debenture, we will issue debentures in the fall of 2016. There will be no principal payments until the spring of 2017. In addition, the interest rate on short term interim financing is lower than that on long term debentures.

The attached budget has been amended to eliminate debenture principal payments for 2016 and the budget for interest payments has been reduced by \$7,800. This frees up \$21,850 in 2016 taxation that has been added to the budget for capital expenditures for renovations at the new fire hall.

The RDBN budget bylaw No. 1766 further in the agenda has been amended to reflect these changes.

I would be pleased to answer any questions.

Recommendation:

(all/directors/majority)

That the memorandum from the Financial Administrator, dated March 23, 2016 regarding the 2016 amended draft Final Budget be received.

**REGIONAL DISTRICT OF BULKLEY-NECHAKO
TOPLEY RURAL FIRE PROTECTION (7103)**

	2013 Actual	2014 Actual	2015 Budget	2015 Actual	Five Year Financial Plan:				
					2016	2017	2018	2019	2020
REVENUE:									
400004 Taxation									
Portion of Electoral Area "G and Portion of Area B"									
Converted Hospital Assessments (Completed Roll)				3,780,960					
Estimated Residential Tax Rate (cents per \$1,000)				1.90					
By-law No. 1743, 2015 - \$72,000				72,000	67,800	67,800	67,800	67,800	67,800
420099 Transfer from Gas Tax Reserve				70,000					
430002 Interim Borrowing				377,500					
430003 Debenture Proceeds				383,639					
490001 Transfer from Equity in TCA				14,000	14,000	14,000	14,000	14,000	14,000
499999 Prior Year's Surplus									
TOTAL REVENUE	-	-	-	-	917,139	81,800	81,800	81,800	81,800
EXPENDITURE:									
601208 Training, assessment & governance				810	10,746	10,746	10,746	10,746	10,746
601102 Accident Insurance WCB/TOS				900	900	900	900	900	900
601801 Association Dues (Fire Chiefs)				107	107	107	107	107	107
608001 Property Insurance				750	750	750	750	750	750
608002 Liability Insurance (MIA)				1,030	1,030	1,030	1,030	1,030	1,030
608003 Vehicle Insurance				2,850	2,850	2,850	2,850	2,850	2,850
611001 Repayment of Referendum Costs				9,902					
612220 Monthly Grant to Topley Volunteer Fire Dept				26,150	26,150	26,150	26,150	26,150	26,150
780001 Capital Expenditures				469,350					
Fire Truck				225,000					
Fire Hall				152,500					
Fire Hall Renovations				91,850					
				<u>469,350</u>					
780101 Amortization Expense				14,000	14,000	14,000	14,000	14,000	14,000
781004 Contribute to Insurance Reserve				71	71	71	71	71	71
784002 Repayment of Interim Borrowing				377,500					
Debt Repayment Interest & Principal (Issue No __ Until 2041)									
783001 Interest Expense MFA				7,546	15,346	15,346	15,346	15,346	15,346
784001 Sinking Fund Payments MFA					9,850	9,850	9,850	9,850	9,850
785001 Debenture Issue Costs				6,138	-	-	-	-	-
799999 Prior year's deficit				34					
TOTAL EXPENDITURE	-	-	-	-	917,139	81,800	81,800	81,800	81,800
Revenues minus Expenditures	-	-	-	-	-	-	-	-	-

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Geraldine Craven

RECEIVED

From: FCM Conference <communiqué@fcm.ca>
Sent: March-17-16 12:56 PM
To: Gail Chapman
Subject: ***SPAM***FCM's 2016 Annual Conference: Register now and save!

MAR 17 2016
REGIONAL DISTRICT OF
BULKLEY NECHAKO

March 17, 2016

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FCM's 2016 Annual Conference: Register now and save!

You are invited to Winnipeg, June 2-5, to join nearly 2,000 mayors, reeves and councillors at Canada's largest gathering of municipal elected leaders: FCM's 2016 Annual Conference and Trade Show! Through this year's theme, **Municipalities: The Heart of Canada**, you will discover how a united municipal sector is shaping our country's future.

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SAMPLE TWEET

I just registered for #FCM2016AC. Will your #CDNmuni attend? See you in Winnipeg June 2-5! <http://bit.ly/11XjhnQ>

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With more than 40 workshops, industry-led seminars and study tours — including sessions specifically designed to address municipal issues in rural Canada — this year's conference is one you won't want to miss. Not only will you hear from the federal parties and help shape FCM's agenda; this is your opportunity to:

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- share innovation happening in your community
- network with your peers from coast to coast to coast

Our largest Trade Show ever!

No matter what questions you have or what challenges your community is facing, you'll find the answers and solutions at our 2016 Trade Show. Don't miss the opportunity to meet more than 200 municipal sector industry leaders — all gathered under one roof!

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Check out our preliminary program and register now to save!

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REGIONAL DISTRICT OF BULKLEY-NECHAKO

BYLAW NO. 1766

**Being a bylaw to adopt the Financial Plan
for the years 2016 to 2020**

The Regional District of Bulkley-Nechako in open meeting assembled ENACTED as follows:

1. Schedules "A", "B", "C", "D", and "E" attached hereto and made part of this bylaw, is the Financial Plan for the Regional District of Bulkley-Nechako for the years 2016 through 2020.
2. This bylaw may be cited as "Regional District of Bulkley-Nechako Financial Plan Bylaw No. 1766, 2016".

READ A FIRST TIME this day of , 2016

READ A SECOND TIME this day of , 2016

READ A THIRD TIME this day of , 2016

ADOPTED this day of , 2016

Chairperson

Corporate Administrator

I hereby certify that the foregoing is a true copy of Bylaw No. 1766 as adopted.

Corporate Administrator

Regional District of Bulkley-Nechako

2016 to 2020 Financial Plan - Bylaw No. 1786

Schedule "A"

Service	2016 Financial Plan: FUNDING						TRANSFERS From/(To)					EXPENDITURES:				
	Prop. Value Taxes	Parcel Taxes	Fees and Charges	Proceeds of Borrowing	Other Revenue	Total Funding	Reserve Funds	Surplus of Prior Yr.	Equity in TCAs	Total Transfers	Debt Prnt. Int. & P'sal.	Capital Expenditures	Amortization of TCAs	Other Expenses	Deficit from Prior Year	Total Expenditures
1101 Rural Government Services	243,833				958,342	1,202,175	-147,375	274,167		128,792				1,329,968		1,329,968
1200 General Government Services	1,203,768		15,000		295,859	1,514,627	-1,300	233,158	70,000	301,858	7,900	56,856	70,000	1,681,830		1,616,486
1301 Feasibility Studies					10,865	10,865		8,217		8,217				19,082		19,082
1501 Local Community of Fort Fraser					5,000	5,000		4,182		4,182				9,182		9,182
1701 Chinook Community Forest					7,000	7,000							7,000		7,000	
2100 Lakes Economic Development	87,593				1,000	88,593		66,111		66,111				164,704		164,704
2200 Area "E" Economic Development	2,593				3,464	6,057	-1,000	17,507		16,507				22,564		22,564
2300 Stuart-Nechako Economic Development								10,218		10,218				10,218		10,218
2400 Area "A" Economic Development	40,000					40,000								40,000		40,000
2500 Regional Economic Development	274,274				438,414	712,888	-1,817	97,748		95,929				808,617		808,617
3101 Member Fiscal Services					581,891	581,891					581,891					581,891
4101 Planning	182,153		12,250		27,190	231,593	-2,574	62,818	4,000	84,244			4,000	291,837		295,837
4201 Building Inspection	186,887		163,340			332,227	51,384	4,514	9,000	84,878		62,000	9,000	328,105		328,105
4301 Development Services	265,293		4,500		32,052	301,845	32,953	79,845	8,000	118,798		34,000	6,000	380,643		420,643
4401 Building Numbering Extended Service	8,716				1,497	8,213	-230	1,974		1,744				9,957		9,957
4501 Unsanitary Premises Regulatory Control	29,505				3,960	33,465	-1,777	14,538		12,759				48,224		48,224
5101 Environmental Services	3,079,681		283,750		395,439	3,758,870	385,007	1,105,449	650,000	2,140,456	495,093	540,000	650,000	4,214,233		5,699,327
5901 Weeds	30,812		5,029		13,299	49,100		16,898		16,898				87,798		87,798
5902 Lake Kathryn Aquatic Weed Harvesting		7,472	544		150	8,168		9		9				8,175		8,175
5903 Giesler Gulch Water Diversion		2,420	180		25	2,625		17,230		17,230				19,855		19,855
6101 Ft. Fraser Sewer System		43,285	25,500			68,785	-16,083	14,878	15,200	14,093	1,848		15,200	65,830		82,676
6201 Ft. Fraser Water System		51,045	42,129			93,174	-60,184	41,990	28,100	9,906			28,100	74,979.78		103,080
6301 Cloutz Lake - Somerset Estates Sewer						500		3,358		3,358				3,358		3,358
6401 Pump & Haul Sewer Disposal			500			500								500		500
6402 Liquid Waste Disposal			5,000			5,000		2,351		2,351				7,351		7,351
7101 Ft. Fraser Fire Protection	52,874				5,000	57,874	-3,801	891	10,800	8,090	14,817		10,800	40,347		65,784
7102 Southside Rural Fire Protection	38,805					38,805	-4,101	238	18,000	14,137			18,000	34,742		52,742
7103 Topley Rural Fire Protection	72,000			383,638		455,638	69,929		14,000	83,929	13,684	469,350	14,000	42,499	34	539,568
7201 Burns Lake Rural Fire Protection	107,466					107,466								107,466		107,466
7202 Ft. St. James Rural Fire Protection	129,163					129,163	-10,000			-10,000				119,163		119,163
7203 Houston Rural Fire Protection	12,470					12,470	-1,250			-1,250				11,220		11,220
7204 Luck Bay Rural Fire Protection	50,139					50,139	-3,000	1,820	9,300	8,120	10,732		9,300	38,227		58,259
7205 Smithers Rural Fire Protection	174,592					174,592	-10,000			-10,000				164,592		164,592
7206 Telkwa Rural Fire Protection	103,857					103,857								103,857		103,857
7207 Vanderhoof Rural Fire Protection	35,047					35,047								35,047		35,047
7208 Round Lake Fire Protection	12,223			19,817		32,040			400	400	1,973	19,500	400	10,567		32,440
7301 Cloutz Lake Emergency Response	18,750					18,750		24		24				18,774		18,774
7401 Area "A" Emergency Services	5,000					5,000								5,000		5,000
7402 Area "F" Extrication Services	2,984					2,984								2,984		2,984
7403 Lakes District Emergency Services	651				340	991		213		213				1,204		1,204
7404 Area "D" Extrication	3,835				5,123	8,958		2,300		2,300				11,258		11,258
7405 Area "C" Road Rescue Service	17,033					17,033		96		96				17,129		17,129
7406 Topley Road Rescue/First Responders	8,988					8,988	-10		1,000	980			1,000	8,988		7,988
7501 9-1-1 Service	84,832		169,000		10,523	264,455	-51,249	114,829	70,000	133,580			70,000	328,035		398,035
7600 Emergency Preparedness Planning	163,843				501,554	665,497	-6,170	54,717	1,000	49,547			1,000	715,044		715,044
7701 Burns Lake & Area Victim Services	12,289				3,283	15,572		8,962		8,962				22,534		22,534
8101 Lakes District Airport	91,900				675,000	791,668	1,558,568	72,691	3,878	76,567	4,922	1,547,871		82,342		1,635,135
8201 Smithers Para-Transit	5,000					5,000								5,000		5,000
8202 FSJ Seniors Helping Seniors Transportation Se	38,771					38,771								38,771		38,771
8301 Telkwa Pedestrian Crosswalk	1,000					1,000								1,000		1,000
9101 Decker Lake Street Lighting		8,477	350			8,827		788		788				9,615		9,615
9102 Endako Street Lighting	2,894		224			3,118		312		312				3,430		3,430
9103 Ft. Fraser Street Lighting	7,155		353			7,508		648		648				8,156		8,156
9104 Gerow Island Street Lighting	3,855					3,855		521		521				4,176		4,176
9105 Goetjen Road Street Lighting								504		504				504		504
9106 Colony Point Street Lighting	2,439					2,439		251		251				2,690		2,690
10101 Bulkley Valley Regional Pool and Rec. Centre	891,918				19,135	911,053	-296,836	36,001	90,000	-170,835	1,200		90,000	849,018		740,218
10201 Ft. St. James Arena Grant	24,000					24,000								24,000		24,000
10202 Burns Lake Arena	243,529				2,500	246,029	-64,371			-64,371	19,030			162,500	128	161,858
10301 Smithers Rural Recreation/Culture	288,078					288,078								288,078		288,078
10302 Vanderhoof Recreaton & Culture	95,985					95,985								95,985		95,985
10401 Ft. Fraser Cemetery Grant	1,955		40			1,995		5		5				2,000		2,000
10402 Topley Cemetery Grant	1,500					1,500								1,500		1,500
10501 Smithers, Telkwa, Houston TV Rebroadcast	49,406				625	50,031								50,000	31	50,031
10502 Fraser Lake and Area TV Rebroadcasting	36,338				29,898	66,236		10,982		10,982				77,218		77,218
10503 Ft. St. James and Area TV Rebroadcasting	151,853				2,200	154,053		1,869		1,869				155,922		155,922
10504 Burns Lake and Area TV Rebroadcasting	21,963				8,646	30,609		3,557		3,557				34,166		34,166
10601 Burns Lake and Area Library Grant	127,844				49,481	177,325		6,610		6,610				183,935		183,935
10602 Fraser Lake Rural Library Grant	10,144		60		13,552	23,756		3,975		3,975				27,731		27,731
10603 Fort St. James Library	13,875					13,875		75		75				13,750		13,750
10701 Burns Lake Museum Society	26,400				10,232	36,632		2,828		2,828				39,260		39,260
10801 Fort Fraser Community Hall	2,444		50			2,494		6		6				2,500		2,500
Total for all Departments	8,679,688	112,698	727,799	1,078,456	4,228,967	15,027,606	-70,984	2,333,751	996,600	3,259,567	1,162,591	2,729,577	996,600	13,408,013	193	16,287,174

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Regional District of Bulkley-Nechako
2016 to 2020 Financial Plan - Bylaw No. 1766

Schedule "B"

Service	2017 Financial Plan: FUNDING					TRANSFERS From/(To)			EXPENDITURES:						
	Prop. Value Taxes	Parcel Taxes	Fees and Charges	Proceeds of Borrowing	Other Revenue	Total Funding	Reserve Funds	Surplus of Equity in Prior Yr.	Total Transfers	Debt Prnt. Int. & P'pal.	Capital Expenditures	Amortization of TCAs	Other Expenses	Deficit from Prior Year	Total Expenditures
1101 Rural Government Services	324,040				956,342	1,282,382	-147,375		-147,375				1,135,007		1,135,007
1200 General Government Services	1,182,028		15,000		295,859	1,502,885	-13,700	70,000	66,300	7,800	10,000	70,000	1,471,385		1,659,185
1301 Feasibility Studies	18,500				3,000	21,500							21,500		21,500
1501 Local Community of Fort Fraser	3,890				5,000	8,890							8,890		8,890
1701 Chinook Community Forest															
2100 Lakes Economic Development	112,644				1,000	113,644							113,644		113,644
2200 Area "E" Economic Development	10,000				11,000	21,000							21,000		21,000
2300 Stuart-Nechako Economic Development															
2400 Area "A" Economic Development	40,000					40,000							40,000		40,000
2500 Regional Economic Development	355,310				281,988	637,298	-1,817		-1,817				635,479		635,479
3101 Member Fiscal Services					581,891	581,891				581,891					581,891
4101 Planning	250,496		12,250		27,190	289,936	-2,574	4,000	1,426			4,000	287,362		291,362
4201 Building Inspection	162,820		173,340			336,160	-10,836	9,000	-1,836			9,000	325,524		334,524
4301 Development Services	331,324		4,500		32,052	367,876	-4,047	6,000	1,953			6,000	363,829		369,829
4401 Building Numbering Extended Service					8,956	1,497	10,453	-230					10,223		10,223
4501 Unsanitary Premises Regulatory Control					43,565	3,960	47,525	-1,777					45,748		45,748
5101 Environmental Services	3,416,743		327,500		387,439	4,131,682	52,007	650,000	702,007	495,082	232,000	650,000	3,456,587		4,833,889
5901 Weeds	49,701		5,029		13,259	67,989							67,989		67,989
5902 Lake Kathryn Aquatic Weed Harvesting		7,461	544		150	8,175							8,175		8,175
5903 Glacier Gulch Water Diversion		2,420	180		25	2,625							2,625		2,625
6101 Ft. Fraser Sewer System		43,034	28,010			69,044	-16,083	15,200	-883			15,200	52,961		68,161
6201 Ft. Fraser Water System		77,578	42,972			120,550	-60,184	28,100	-32,084			28,100	60,368		68,466
6301 Clucutz Lake - Somerset Estates Sewer															
6401 Pump & Haul Sewer Disposal			500			500							500		500
6402 Liquid Waste Disposal			5,000			5,000							5,000		5,000
7101 Ft. Fraser Fire Protection	53,582				5,000	58,582	-3,801	10,800	7,199	14,817		10,800	40,384		65,781
7102 Southside Rural Fire Protection	38,843					38,843	-4,101	18,000	13,899			18,000	34,742		52,742
7103 Topley Rural Fire Protection	67,800					67,800	-71	14,000	13,929	25,196		14,000	42,833		81,729
7201 Burns Lake Rural Fire Protection	113,091					113,091							113,091		113,091
7202 Ft. St. James Rural Fire Protection	147,162					147,162	-10,000		-10,000				137,162		137,162
7203 Houston Rural Fire Protection	17,147					17,147							17,147		17,147
7204 Luck Bay Rural Fire Protection	50,274					50,274	-5,000	9,300	4,300	10,732		9,300	34,542		54,574
7205 Smithers Rural Fire Protection	177,772					177,772	-10,000		-10,000				167,772		167,772
7206 Telkwa Rural Fire Protection	100,582					100,582							100,582		100,582
7207 Vanderhoof Rural Fire Protection	35,700					35,700							35,700		35,700
7208 Round Lake Fire Protection	10,475					10,475		400	400	1,656		400	8,819		10,875
7301 Clucutz Lake Emergency Response	18,750					18,750							18,750		18,750
7401 Area "A" Emergency Services	5,000					5,000							5,000		5,000
7402 Area "F" Exctrication Services	3,021					3,021							3,021		3,021
7403 Lakes District Emergency Services	864				340	1,204							1,204		1,204
7404 Area "D" Exctrication	8,135				5,123	11,258							11,258		11,258
7405 Area "C" Road Rescue Service	17,129					17,129							17,129		17,129
7406 Topley Road Rescue/First Responders	6,983					6,983	-10	1,000	990			1,000	6,953		7,953
7501 9-1-1 Service	202,315		138,800		37,843	378,958	-50,386	70,000	19,814			70,000	328,572		398,572
7800 Emergency Preparedness Planning	225,821				350,843	576,664	-6,170	1,000	-5,170			1,000	570,294		571,294
7701 Burns Lake & Area Victim Services	14,706				3,283	17,989							17,989		17,989
8101 Lakes District Airport	189,726				48,500	238,228							238,228		238,228
8201 Smithers Para-Transit	5,000					5,000							5,000		5,000
8202 FSJ Seniors Helping Seniors Transportation Se	38,000					38,000							38,000		38,000
8301 Telkwa Pedestrian Crosswalk	1,000					1,000							1,000		1,000
9101 Decker Lake Street Lighting		9,731	350			10,081							10,081		10,081
9102 Endeke Street Lighting	3,378		224			3,602							3,602		3,602
9103 Ft. Fraser Street Lighting	7,879		380			8,039							8,039		8,039
9104 Gerow Island Street Lighting	4,385					4,385							4,385		4,385
9105 Goofton Road Street Lighting	504					504							504		504
9106 Colony Point Street Lighting	2,825					2,825							2,825		2,825
10101 Bulkley Valley Regional Pool and Rec. Centre	891,960				19,135	911,095	-209,336	90,000	-119,336	1,200		90,000	700,559		791,759
10201 Ft. St. James Arena Grant	24,000					24,000							24,000		24,000
10202 Burns Lake Arena	243,401				2,500	245,901	-64,371		-64,371	19,030			162,500		181,530
10301 Smithers Rural Recreation/Culture	283,840					283,840							283,840		283,840
10302 Vanderhoof Recreation & Culture	95,985					95,985							95,985		95,985
10401 Ft Fraser Cemetery Grant	1,960		40			2,000							2,000		2,000
10402 Topley Cemetery Grant	1,500					1,500							1,500		1,500
10501 Smithers, Telkwa, Houston TV Rebroadcast	49,375				625	50,000							50,000		50,000
10502 Fraser Lake and Area TV Rebroadcasting	47,320				28,898	77,218							77,218		77,218
10503 Ft. St. James and Area TV Rebroadcasting	181,812				2,200	184,012							184,012		184,012
10504 Burns Lake and Area TV Rebroadcasting	25,020				8,646	33,666							33,666		33,666
10601 Burns Lake and Area Library Grant	134,454				48,481	183,935							183,935		183,935
10602 Fraser Lake Rural Library Grant	14,119		60		13,552	27,731							27,731		27,731
10603 Fort St. James Library	13,750					13,750							13,750		13,750
10701 Burns Lake Museum Society	30,028				10,232	40,260							40,260		40,260
10801 Fort Fraser Community Hall	2,450		50			2,500							2,500		2,500
Total for all Departments	9,916,418	140,244	752,709		3,190,451	13,999,823	-569,462	996,800	427,338	1,157,014	242,000	996,800	12,031,347		14,427,160

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Regional District of Bulkley-Nechako
2016 to 2020 Financial Plan - Bylaw No. 1766

Schedule "C"

Service	2018 Financial Plan: FUNDING					TRANSFERS From/(To)			EXPENDITURES:				Deficit from Prior Year	Total Expenditures	
	Prop. Value Taxes	Parcel Taxes	Fees and Charges	Proceeds of Borrowing	Other Revenue	Total Funding	Reserve Funds	Surplus of Prior Yr.	Equity in TCAs	Total Transfers	Debt Pmts. Int. & P'pal.	Capital Expenditures			Amortization of TCAs
1101 Rural Government Services	325,638				958,342	1,283,978								1,178,363	1,178,363
1200 General Government Services	1,225,513		15,000		295,859	1,538,372	1,300		70,000	-105,615				1,504,872	1,607,672
1301 Feasibility Studies	16,500				3,000	21,500								21,500	21,500
1501 Local Community of Fort Fraser	3,890				5,000	8,890								8,890	8,890
1701 Chinook Community Forest															
2100 Lakes Economic Development	112,844				1,000	113,844								113,844	113,844
2200 Area "E" Economic Development	10,000				11,000	21,000								21,000	21,000
2300 Stuart-Nechako Economic Development															
2400 Area "A" Economic Development	40,000					40,000								40,000	40,000
2500 Regional Economic Development	331,756				281,986	613,742	-1,817		-1,817					611,925	611,925
3101 Member Fiscal Services					581,891	581,891				581,891					581,891
4101 Planning	250,708		12,250		27,190	290,148	12,428		4,000	16,428	15,000	4,000		287,574	306,574
4201 Building Inspection	165,976		173,340			339,316	-10,636		9,000	-1,636		9,000		328,680	337,680
4301 Development Services	323,503		4,500		32,052	360,055	-4,047		6,000	1,953			6,000	356,008	362,008
4401 Building Numbering Extended Service	9,116				1,487	10,613	-230							10,383	10,383
4501 Unshightly Premises Regulatory Control	44,183				3,960	48,143	-1,777			-1,777				48,368	48,368
5101 Environmental Services	3,404,261		327,500		404,439	4,136,200	246,885	650,000	896,885	519,364	402,000	650,000	3,481,721	5,033,085	
5901 Weeds	48,890			5,029	13,259	68,178								68,178	68,178
5902 Lake Kathleen Aquatic Weed Harvesting		7,484	544		160	8,168								8,168	8,168
5903 Glacier Gulch Water Diversion		2,420	180		25	2,625								2,625	2,625
6101 Ft. Fraser Sewer System		38,122	26,530			64,652	-16,083		15,200	-883		15,200		48,569	63,769
6201 Ft. Fraser Water System		74,218	43,831			118,049	-60,184	28,100	-32,084			28,100		57,865	85,965
6301 Chocutz Lake - Somerset Estates Sewer															
6401 Pump & Hatul Sewer Disposal			500			500								500	500
6402 Liquid Waste Disposal			5,000			5,000								5,000	5,000
7101 Ft. Fraser Fire Protection	53,800				5,000	58,800	-3,801	10,800	7,199	14,817		10,800		40,382	85,799
7102 Southside Rural Fire Protection	38,843					38,843	-4,101	18,000	13,899			18,000		34,742	52,742
7103 Topley Rural Fire Protection	67,800					67,800	-71	14,000	13,929	25,196		14,000		42,533	81,729
7201 Burns Lake Rural Fire Protection	113,091					113,091								113,091	113,091
7202 Ft.St.James Rural Fire Protection	141,882					141,882	-10,000							131,882	131,882
7203 Houston Rural Fire Protection	17,368					17,368								17,368	17,368
7204 Luck Bay Rural Fire Protection	52,000					52,000	-7,600	9,300	1,700	10,732		9,300		33,868	53,700
7205 Smithers Rural Fire Protection	181,018					181,018	-10,000							171,018	171,018
7206 Telkwa Rural Fire Protection	102,452					102,452								102,452	102,452
7207 Vanderhoof Rural Fire Protection	36,353					36,353								36,353	36,353
7208 Round Lake Fire Protection	10,813					10,813		400	400	1,856		400		8,957	11,013
7301 Chocutz Lake Emergency Response	18,750					18,750								18,750	18,750
7401 Area "A" Emergency Services	5,000					5,000								5,000	5,000
7402 Area "F" Exctriction Services	3,078					3,078								3,078	3,078
7403 Lakes District Emergency Services	864				340	1,204								1,204	1,204
7404 Area "D" Exctriction	2,135				5,123	7,258								7,258	7,258
7405 Area "C" Road Rescue Service	17,129					17,129								17,129	17,129
7406 Topley Road Rescue/First Responders	6,963					6,963	-10	1,000	990			1,000		6,853	7,953
7501 9-1-1 Service	215,915		136,024		37,843	389,782	-50,386	70,000	19,614			70,000		339,396	409,396
7600 Emergency Preparedness Planning	215,943				350,843	566,586	-6,170	1,000	-5,170			1,000		560,418	561,418
7701 Burns Lake & Area Victim Services	15,025				3,283	18,308								18,308	18,308
8101 Lakes District Airport	172,366				48,500	220,866								220,866	220,866
8201 Smithers Para-Transit	5,000					5,000								5,000	5,000
8202 FSJ Seniors Helping Seniors Transportation Se	38,000					38,000								38,000	38,000
8301 Telkwa Pedestrian Crosswalk	1,000					1,000								1,000	1,000
9101 Decker Lake Street Lighting		10,221	350			10,571								10,571	10,571
9102 Endako Street Lighting	3,558		224			3,782								3,782	3,782
9103 Ft. Fraser Street Lighting	8,081		360			8,441								8,441	8,441
9104 Gerow Island Street Lighting	4,805					4,805								4,805	4,805
9105 Goetzen Road Street Lighting	504					504								504	504
9106 Colony Point Street Lighting	2,968					2,968								2,968	2,968
10101 Bulldog Valley Regional Pool and Rec. Centre	892,257				19,135	911,392	-208,336	90,000	-119,336	1,200		90,000		700,856	792,056
10201 Ft.St.James Arena Grant	24,000					24,000								24,000	24,000
10202 Burns Lake Arena	243,401				2,500	245,901	-64,371		-64,371	19,030				182,500	181,530
10301 Smithers Rural Recreation/Culture	299,716					299,716								299,716	299,716
10302 Vanderhoof Recreastion & Culture	95,885					95,885								95,885	95,885
10401 Ft Fraser Cemetary Grant	1,980		40			2,000								2,000	2,000
10402 Topley Cemetary Grant	1,500					1,500								1,500	1,500
10501 Smithers, Telkwa, Houston TV Rebroadcast	49,375				625	50,000								50,000	50,000
10502 Fraser Lake and Area TV Rebroadcasting	47,320				29,898	77,218								77,218	77,218
10503 Ft. St. James and Area TV Rebroadcasting	161,812				2,200	164,012								164,012	164,012
10504 Burns Lake and Area TV Rebroadcasting	25,020				8,648	33,668								33,668	33,668
10601 Burns Lake and Area Library Grant	134,454				49,481	183,935								183,935	183,935
10602 Fraser Lake Rural Library Grant	14,119		60		13,552	27,731								27,731	27,731
10603 Fort St. James Library	13,750					13,750								13,750	13,750
10701 Burns Lake Museum Society	31,028				10,232	41,260								41,260	41,260
10801 Fort Fraser Community Hall	2,450		50			2,500								2,500	2,500
Total for all Departments	9,906,421	132,445	751,312		3,207,451	13,896,630	-305,424	996,600	891,378	1,181,286	442,000	996,600	12,067,919	14,688,006	

2016-03-23

Regional District of Bulkley-Nechako
2016 to 2020 Financial Plan - Bylaw No. 1786

Schedule "D"

Service	2018 Financial Plan: FUNDING						TRANSFERS From/(To)			EXPENDITURES:				Deficit from Prior Year	Total Expenditures
	Prop. Value Taxes	Parcel Taxes	Fees and Charges	Proceeds of Borrowing	Other Revenue	Total Funding	Reserve Funds	Surplus of Prior Yr.	Equity in TCAs	Total Transfers	Debt Pmts. Int. & Ppal.	Capital Expenditures	Amortization of TCAs		
1101 Rural Government Services	327,264				958,342	1,285,606								1,138,231	1,138,231
1200 General Government Services	1,229,756		15,000		295,859	1,540,615	-13,700	70,000	86,300	7,800	10,000	70,000		1,509,115	1,599,915
1301 Feasibility Studies	18,500				3,000	21,500								21,500	21,500
1501 Local Community of Fort Fraser	7,690				5,000	12,690								12,690	12,690
1701 Chinook Community Forest															
2100 Lakes Economic Development	112,644				1,000	113,644								113,644	113,644
2200 Area "E" Economic Development	10,000				11,000	21,000								21,000	21,000
2300 Stuart-Nechako Economic Development															
2400 Area "A" Economic Development	40,000					40,000								40,000	40,000
2500 Regional Economic Development	462,606				215,986	878,592	-1,817		-1,817					676,775	676,775
3101 Member Fiscal Services					578,960	578,960				578,960					578,960
4101 Planning	252,005		12,250		27,190	291,445	-2,574	4,000	1,426			4,000		288,871	292,871
4201 Building Inspection	173,031		173,340			346,371	-10,838	9,000	-1,836			9,000		335,735	344,735
4301 Development Services	329,348		4,500		32,052	365,900	-4,047	6,000	1,953			6,000		361,853	367,853
4401 Building Numbering Extended Service	9,280				1,497	10,777	-230		-230					10,547	10,547
4501 Unsightly Premises Regulatory Control	44,814				3,860	48,774	-1,777		-1,777					46,997	46,997
5101 Environmental Services	3,372,011		327,500		424,439	4,123,950	15,007	650,000	665,007	442,358	235,000	650,000		3,461,599	4,788,957
5901 Weeds	50,083		5,029		13,269	68,371								68,371	68,371
5902 Lake Kathryn Aquatic Weed Harvesting		7,484	544		150	8,158								8,158	8,158
5903 Glacier Gulch Water Diversion		2,420	160		25	2,625								2,625	2,625
8101 Ft. Fraser Sewer System		39,175	27,061			66,236	-16,083	15,200	-883			15,200		60,153	65,353
8201 Ft. Fraser Water System		74,821	44,708			119,529	-80,184	28,100	-32,084				28,100	59,345	87,445
8301 Clucutz Lake - Somerset Estates Sewer															
6401 Pump & Haul Sewer Disposal			500			500								500	500
6402 Liquid Waste Disposal			5,000			5,000								5,000	5,000
7101 Ft. Fraser Fire Protection	53,818				6,000	58,818	-3,601	10,800	7,199	14,817		10,800		40,400	65,817
7102 Southside Rural Fire Protection	38,843					38,843	-4,101	18,000	13,899			18,000		34,742	52,742
7103 Topley Rural Fire Protection	67,800					67,800	-71	14,000	13,929	25,196		14,000		42,533	81,729
7201 Burns Lake Rural Fire Protection	113,868					113,868								113,868	113,868
7202 Ft. St. James Rural Fire Protection	144,121					144,121	-10,000		-10,000					134,121	134,121
7203 Houston Rural Fire Protection	17,593					17,593								17,593	17,593
7204 Luck Bay Rural Fire Protection	52,417					52,417	-7,600	9,300	1,700	10,732		9,300		34,085	54,117
7205 Smithers Rural Fire Protection	184,324					184,324	-10,000		-10,000					174,324	174,324
7206 Telkwa Rural Fire Protection	104,359					104,359								104,359	104,359
7207 Vanderhoof Rural Fire Protection	37,006					37,006								37,006	37,006
7208 Round Lake Fire Protection	10,753					10,753		400	400	1,856		400		9,097	11,153
7301 Clucutz Lake Emergency Response	18,750					18,750								18,750	18,750
7401 Area "A" Emergency Services	5,000					5,000								5,000	5,000
7402 Area "F" Extrication Services	3,135					3,135								3,135	3,135
7403 Lakes District Emergency Services	864				340	1,204								1,204	1,204
7404 Area "D" Extrication	2,135				5,123	7,258								7,258	7,258
7405 Area "C" Road Rescue Service	16,217					16,217								16,217	16,217
7406 Topley Road Rescue/First Responders	6,963					6,963	-10	1,000	990			1,000		6,953	7,953
7501 9-1-1 Service	224,124		133,304		37,843	395,270	-50,386	70,000	19,814				70,000	344,884	414,884
7800 Emergency Preparedness Planning	233,192				335,843	568,035	-1,185	1,000	-185			1,000		567,850	568,850
7701 Burns Lake & Area Victim Services	15,351				3,283	18,634								18,634	18,634
8101 Lakes District Airport	170,003					170,003								170,003	170,003
8201 Smithers Para-Transit	5,000					5,000								5,000	5,000
8202 FSJ Seniors Helping Seniors Transportation Se	38,000					38,000								38,000	38,000
8301 Telkwa Pedestrian Crosswalk	1,000					1,000								1,000	1,000
9101 Decker Lake Street Lighting		10,735	350			11,085								11,085	11,085
9102 Endako Street Lighting	3,747		224			3,971								3,971	3,971
9103 Ft. Fraser Street Lighting	8,503		360			8,863								8,863	8,863
9104 Gerow Island Street Lighting	4,835					4,835								4,835	4,835
9105 Goetjen Road Street Lighting	504					504								504	504
9106 Colony Point Street Lighting	3,114					3,114								3,114	3,114
10101 Bulkley Valley Regional Pool and Rec. Centre	892,558				19,135	911,694	-208,336	90,000	-119,336	1,200		90,000		701,158	792,358
10201 Ft. St. James Arena Grant	24,000					24,000								24,000	24,000
10202 Burns Lake Arena	243,401				2,500	245,901	-64,371		-64,371	19,030				162,500	181,530
10301 Smithers Rural Recreation/Culture	305,711					305,711								305,711	305,711
10302 Vanderhoof Recreation & Culture	95,985					95,985								95,985	95,985
10401 Ft. Fraser Cemetery Grant	1,860		40			2,000								2,000	2,000
10402 Topley Cemetery Grant	1,500					1,500								1,500	1,500
10501 Smithers, Telkwa, Houston TV Rebroadcast	49,375				629	50,000								50,000	50,000
10502 Fraser Lake and Area TV Rebroadcasting	47,320				29,898	77,218								77,218	77,218
10503 Ft. St. James and Area TV Rebroadcasting	161,812				2,200	164,012								164,012	164,012
10504 Burns Lake and Area TV Rebroadcasting	25,020				8,848	33,868								33,868	33,868
10601 Burns Lake and Area Library Grant	134,454					134,454								134,454	134,454
10602 Fraser Lake Rural Library Grant	14,119		60		13,862	27,731								27,731	27,731
10603 Fort St. James Library	13,750					13,750								13,750	13,750
10701 Burns Lake Museum Society	32,028				10,232	42,260								42,260	42,260
10801 Fort Fraser Community Hall	2,450		50			2,500								2,500	2,500
Total for all Departments	10,089,818	134,616	749,999		3,143,720	14,112,950	-604,077	996,800	392,723	1,101,549	245,000	996,800	12,162,324	14,606,673	

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Regional District of Bulkley-Nechako
2016 to 2020 Financial Plan - Bylaw No. 1786

Schedule "E"

Service	2020 Financial Plan: FUNDING						TRANSFERS From/(To)				EXPENDITURES:						
	Prop. Value	Parcel	Fees and	Proceeds of	Other	Total	Reserve	Surplus of	Equity in	Total	Debt Prnt.	Capital	Amortization	Other	Deficit from	Total	
	Taxes	Taxes	Charges	Borrowing	Revenue	Funding	Funds	Prior Yr.	T.C.A.s	Transfers	Int. & P'nal.	Expenditures	of T.C.A.s	Expenses	Prior Year	Expenditures	
1101 Rural Government Services	328,924				956,342	1,287,268	-147,375			-147,375						1,139,891	1,139,891
1200 General Government Services	1,254,198		15,000		295,859	1,565,057	-13,700	70,000	56,300	7,800	10,000	70,000			1,533,557	1,621,357	
1301 Feasibility Studies	16,500				3,000	21,500									21,500	21,500	
1501 Local Community of Fort Fraser	3,690				5,000	8,690									8,690	8,690	
1701 Chhook Community Forest																	
2100 Lakes Economic Development	112,644				1,000	113,644									113,644	113,644	
2200 Area "E" Economic Development	10,000				11,000	21,000									21,000	21,000	
2300 Stuart-Nechako Economic Development																	
2400 Area "A" Economic Development	40,000					40,000									40,000	40,000	
2500 Regional Economic Development	398,564				215,986	614,550	-1,817			-1,817					612,733	612,733	
3101 Member Fiscal Services					532,983	532,983				532,983						532,983	
4101 Planning	253,388		12,250		27,190	292,828	-2,574	4,000	1,428			4,000			290,254	294,254	
4201 Building Inspection	176,187		173,340		349,527	349,527	-10,636	9,000	-1,636			9,000			338,891	347,891	
4301 Development Services	335,310		4,500		32,052	371,862	-4,047	6,000	1,953			6,000			367,815	373,815	
4401 Building Numbering Extended Service	9,448				1,497	10,945	-230								10,715	10,715	
4501 Unshightly Premises Regulatory Control	45,457				3,960	49,417	-1,777								47,640	47,640	
5101 Environmental Services	3,278,684		327,500		375,439	3,979,603	53,068	650,000	703,068	381,011	150,000	650,000			3,621,659	4,682,671	
5901 Weeds	55,280		29		13,259	68,568									68,568	68,568	
5902 Lake Kathryn Aquatic Weed Harvesting		7,484	544		150	8,158									8,158	8,158	
5903 Glacier Gulch Water Diversion		2,420	180		26	2,626									2,626	2,626	
6101 Ft. Fraser Sewer System		36,189	27,602			63,791	-16,083	15,200	-883			15,200			48,708	64,908	
6201 Ft. Fraser Water System		73,384	45,602			118,986	-80,184	28,100	-32,084			28,100			58,802	88,902	
6301 Clucutz Lake - Somerset Estates Sewer																	
6401 Pump & Haul Sewer Disposal			500			500									500	500	
6402 Liquid Waste Disposal			5,000			5,000									5,000	5,000	
7101 Ft. Fraser Fire Protection	53,735				5,000	58,735	-18,317	10,800	-7,517			10,800			40,418	61,218	
7102 Southside Rural Fire Protection	38,843					38,843	-4,101	18,000	13,899			18,000			34,742	62,742	
7103 Topley Rural Fire Protection	67,800					67,800	-71	14,000	13,929	25,198		14,000			42,533	81,729	
7201 Burns Lake Rural Fire Protection	127,935					127,935									127,935	127,935	
7202 Ft. St. James Rural Fire Protection	146,405					146,405	-10,000								136,405	136,405	
7203 Houston Rural Fire Protection	17,823					17,823									17,823	17,823	
7204 Luck Bay Rural Fire Protection	52,843					52,843	-7,600	9,300	1,700	10,732		9,300			34,511	54,543	
7205 Smithers Rural Fire Protection	187,699					187,699	-10,000								177,699	177,699	
7206 Telkwa Rural Fire Protection	106,305					106,305									106,305	106,305	
7207 Vanderhoof Rural Fire Protection	36,591					36,591									36,591	36,591	
7208 Round Lake Fire Protection	10,896					10,896		400	400	1,656		400			9,240	11,296	
7301 Clucutz Lake Emergency Response	18,750					18,750									18,750	18,750	
7401 Area "A" Emergency Services	5,000					5,000									5,000	5,000	
7402 Area "F" Extraction Services	3,125					3,125									3,125	3,125	
7403 Lakes District Emergency Services	884				340	1,204									1,204	1,204	
7404 Area "D" Extraction	2,135				5,123	7,258									7,258	7,258	
7405 Area "C" Road Rescue Service	9,908					9,908									9,908	9,908	
7406 Topley Road Rescue/First Responders	6,963					6,963	-10	1,000	990			1,000			6,953	7,953	
7501 9-1-1 Service	237,903		130,637		37,843	406,383	-50,388	70,000	19,614			70,000			355,997	425,997	
7600 Emergency Preparedness Planning	219,451				350,843	570,094	9,515	1,000	10,515			10,700	1,000		568,909	580,809	
7701 Burns Lake & Area Victim Services	15,884				3,283	19,967									18,967	19,967	
8101 Lakes District Airport	187,050				48,500	215,550									215,550	215,550	
8201 Smithers Para-Transit	5,000					5,000									5,000	5,000	
8202 FSJ Seniors Helping Seniors Transportation Se	38,000					38,000									38,000	38,000	
8301 Telkwa Pedestrian Crosswalk	1,000					1,000									1,000	1,000	
9101 Decker Lake Street Lighting		11,275	350			11,625									11,625	11,625	
9102 Endako Street Lighting		3,948	224			4,170									4,170	4,170	
9103 Ft. Fraser Street Lighting		8,948	360			9,308									9,308	9,308	
9104 Gerow Island Street Lighting		5,076				5,076									5,076	5,076	
9105 Goetjen Road Street Lighting		504				504									504	504	
9106 Colony Point Street Lighting		3,270				3,270									3,270	3,270	
10101 Bulkley Valley Regional Pool and Rec. Centre	892,868				19,135	912,003	-208,336	90,000	-119,336	1,200		90,000			701,467	782,687	
10201 Ft. St. James Arena Grant	24,000					24,000									24,000	24,000	
10202 Burns Lake Arena	167,500				2,500	170,000	-7,500		-7,500						162,500	162,500	
10301 Smithers Rural Recreation/Culture	311,825					311,825									311,825	311,825	
10302 Vanderhoof Recreation & Culture	95,985					95,985									95,985	95,985	
10401 Ft Fraser Cemetary Grant	1,860		40			2,000									2,000	2,000	
10402 Topley Cemetary Grant	1,500					1,500									1,500	1,500	
10501 Smithers, Telkwa, Houston TV Rebroadcast	49,375				625	50,000									50,000	50,000	
10502 Fraser Lake and Area TV Rebroadcasting	47,320				29,998	77,318									77,318	77,318	
10503 Ft. St. James and Area TV Rebroadcasting	161,812				2,200	164,012									164,012	164,012	
10504 Burns Lake and Area TV Rebroadcasting	25,020				8,648	33,668									33,668	33,668	
10601 Burns Lake and Area Library Grant	134,454				49,481	183,935									183,935	183,935	
10602 Fraser Lake Rural Library Grant	14,119		60		13,552	27,731									27,731	27,731	
10603 Fort St. James Library	13,750					13,750									13,750	13,750	
10701 Burns Lake Museum Society	28,028				10,232	38,260									38,260	38,260	
10801 Fort Fraser Community Hall	2,450		50			2,500									2,500	2,500	
Total for all Departments	9,889,987	132,732	743,788		3,063,743	13,829,910	-513,161	996,600	483,639	940,676	170,700	996,600	12,205,471		14,313,549		

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REGIONAL DISTRICT OF BULKLEY-NECHAKO

BYLAW NO. 1765

A bylaw to amend the tax limit for the Fort St. James and Area Television Rebroadcasting Local Service

WHEREAS the Regional District of Bulkley-Nechako has established by Bylaw No. 754 the Fort St. James and Area Television Rebroadcasting Local Service in the District of Fort St. James and a portion of Electoral Area "C" (Fort St. James Rural);

AND WHEREAS the Regional District wishes to increase the maximum annual tax requisition for this service from \$131,250 to \$164,062;

AND WHEREAS under Sections 346 and 347 of the *Local Government Act*, the participants have consented to the adoption of this Bylaw;

AND WHEREAS the approval of the Inspector of Municipalities has been obtained under Section 349 of the *Local Government Act*;

NOW THEREFORE the Regional Board of the Regional District of Bulkley-Nechako, in open meeting assembled, enacts as follows:

1. Section 4 of Bylaw No. 754, is hereby repealed and replaced with the following:

"4. The maximum amount that may be requisitioned annually for this service, under Sections 385 and 387 of the *Local Government Act*, shall be ONE HUNDRED SIXTY-FOUR THOUSAND SIXTY-TWO (\$164,062) DOLLARS."

2. This bylaw may be cited as "Fort St. James and Area Television Rebroadcasting Local Service Establishment Amendment Bylaw No. 1765, 2016".

READ A FIRST TIME this 25 day of February, 2016

READ A SECOND TIME this 25 day of February, 2016

READ A THIRD TIME this 25 day of February 2016

I hereby certify that the foregoing is a true and correct copy of Bylaw No. 1765 at third reading.

Gail Chapman
Corporate Administrator

CONSENT OF THE DIRECTOR OF ELECTORAL AREA "C" received this 25 day of February, 2016.

CONSENT OF THE DISTRICT OF FORT ST. JAMES received this 15th day of March, 2016.

ADOPTED this day of , 2016

Chairperson

Corporate Administrator

I hereby certify that the foregoing is a true and correct copy of Bylaw No. 1765 as adopted.

Corporate Administrator