



REGIONAL DISTRICT OF BULKLEY-NECHAKO

**CONNECTIVITY COMMITTEE
AGENDA
Thursday, July 13, 2023**

<u>PAGE NO.</u>		<u>ACTION</u>
	<u>AGENDA- July 13, 2023</u>	Approve
	<u>Supplementary Agenda</u>	Receive
	<u>MINUTES</u>	
2-4	Connectivity Committee Meeting Minutes - February 9, 2023	Approve
	<u>REPORT</u>	
5-12	Nellie Davis, Manager of Regional Economic Development – Funding Agreement for Broadband Projects	Receive
	<u>SUPPLEMENTARY AGENDA</u>	
	<u>NEW BUSINESS</u>	
	<u>IN-CAMERA MOTION</u>	
	That this meeting be closed to the public pursuant to 90(2)(b) of the <i>Community Charter</i> for the Board to deal with matters relating to the following:	
	<ul style="list-style-type: none"> • Connectivity Projects 	
	<u>ADJOURNMENT</u>	

REGIONAL DISTRICT OF BULKLEY-NECHAKO**CONNECTIVITY COMMITTEE MEETING****Thursday, February 9, 2023**

PRESENT:	Chair	Michael Riis-Christianson
	Directors	Clint Lambert Judy Greenaway Shirley Moon Chris Newell Mark Parker Stoney Stoltenberg – arrived at 9:30 a.m.
	Staff	Curtis Helgesen, Chief Administrative Officer Cheryl Anderson, Director of Corporate Services Nellie Davis, Manager of Regional Economic Development John Illes, Chief Financial Officer Rowan Nagel, GIS Technician – via Zoom Wendy Wainwright, Deputy Director of Corporate Services
	Others	Lee Brain, VP- Community & Stakeholder Relations, CityWest Martin Elphee, District of Fort St. James Linda McGuire, Village of Granisle Henry Wiebe, Village of Burns Lake Stefan Woloszyn, Chief Executive Officer, CityWest – via Zoom
	<u>CALL TO ORDER</u>	Chair Riis-Christianson called the meeting to order at 9:15 a.m.
	<u>AGENDA</u>	Moved by Director Lambert Seconded by Director Greenaway
	<u>C.C.2023-1-1</u>	“That the Connectivity Committee Agenda for February 9, 2023 be approved.”
		(All/Directors/Majority) <u>CARRIED UNANIMOUSLY</u>
	<u>MINUTES</u>	
	<u>Connectivity Committee Meeting Minutes –August 11, 2022</u>	Moved by Director Parker Seconded by Director Newell
	<u>C.C. 2023-1-2</u>	“That the Connectivity Committee Meeting Minutes of August 11, 2022 be received.”
		(All/Directors/Majority) <u>CARRIED UNANIMOUSLY</u>

DELEGATION

CITYWEST – Stefan Woloszyn, Chief Executive Officer and Lee Brain, VP- Community & Stakeholder Relations RE: Connectivity Projects

Chair Riis-Christianson welcomed Stefan Woloszyn, Chief Executive Officer and Lee Brain, VP- Community & Stakeholder Relations, CityWest.

Mr. Brain introduced himself and provided an overview of his position of VP – Community & Stakeholder Relations.

Mr. Woloszyn provided an update regarding CityWest’s Connecting Coast Project.

- 1200 km of fibre has been laid in the water
- Prince Rupert to Vancouver interchange
 - o Most difficult component of this project connecting northern BC to the rest of the world
- Create redundancy
- Consult and receive approvals from 23 different governing authorities
- Largest subsea project in the world
- Exciting project – benefits of the subsea project for the north.

Discussion took place regarding the following:

- CityWest provides service as far east as Vanderhoof
- Challenges of a smaller Internet Service Provider (ISP)
 - o Wanting to build infrastructure that takes significant time, effort, resources and creates exceptionally long-term solutions as well as allowing communities to not have a digital divide and allows connectivity for decades
 - o Meeting partner communities new project needs in a timely manner
 - o Recognizing ability to meet growth within available capacity
 - o Supply chain issues
 - o Awaiting funding application decisions for up to two years or more
 - Advocacy and utilizing communication and respectful narrative
 - Due to confidentiality constraints unable to share information with partner communities.
- Culturally providing the best level of technology
- CityWest developed construction division in 2021 and completely renovated the division in 2022

Chair Riis-Christianson thanked Messrs. Woloszyn and Brain for attending the meeting.

REPORT

Nellie Davis, Manager of Regional Economic Development and Rowan Nagel, GIS Technician provided an overview presentation of the Connectivity Mapping showing underserved, unserved areas, proposed project areas, Innovation, Science, Economic Development’s (ISED) National Broadband Internet Service Availability mapping areas.

REPORT (CONT'D)

Connectivity Mapping Review

Moved by Director Newell
 Seconded by Director Greenaway

C.C.2023-1-3

"That the Committee receives the Manger of Regional Economic Development's Connectivity Mapping Review memorandum."

(All/Directors/Majority)

CARRIED UNANIMOUSLY

NEW BUSINESS

Regional Connectivity Knowledge Network

Chair Riis-Christianson provided an update regarding the Regional Connectivity Knowledge Network.

- Forum to teach new local government and First Nations officials about connectivity issues
- Province and the Union of B.C. Municipalities played a key role
- Incredible benefit to expanding connectivity knowledge
- At the last meeting Chair Riis-Christianson brought forward the potential to move the organization towards strategic advocacy efforts
 - Developing a provincial framework that focus' on lobbying for rural connectivity issues
 - Reviewing the Alberta Rural Connectivity Coalition
- Need an organization that represents rural communities at a provincial and federal level.

IN-CAMERA MOTION

Moved by Director Greenaway
 Seconded by Director Newell

C.C.2023-1-4

"That this meeting be closed to the public pursuant to 90(2)(b) of the Community Charter for the Board to deal with matters relating to the following:

- Electoral Area Specific Connectivity Projects."

(All/Directors/Majority)

CARRIED UNANIMOUSLY

ADJOURNMENT

Moved by Director Greenaway
 Seconded by Director Newell

C.C.2023-1-5

"That the meeting be adjourned at 9:41 a.m."

(All/Directors/Majority)

CARRIED UNANIMOUSLY

Michael Riis-Christianson, Chair

Wendy Wainwright, Deputy Director
 of Corporate Services



Regional District of Bulkley-Nechako Connectivity Committee

To: Chair and Committee
From: Nellie Davis, Manager of Regional Economic Development
Date: July 13, 2023
Subject: **Funding Agreement for Broadband Projects**

RECOMMENDATION: (all/directors/majority)

Receive.

BACKGROUND

As Broadband Infrastructure is an eligible category for Canada Community Building Funds (CCBF), several Directors have considered contributing those funds to connectivity infrastructure projects in their area to support the delivery of internet services at or above the CRTC's minimum standard speeds of 50 Mbps download and 10 Mbps upload.

The establishment of the Regional Broadband Infrastructure Service in 2021 enables the RDBN, as per Section 275 (1) (c) of the *Local Government Act*, to enter into funding agreements with third parties for the construction of broadband infrastructure in under-served areas within the service boundaries. As the service area is not taxed for revenue for infrastructure, the funding contributions will be Canada Community Building Funds, or other grant funding obtained in the future.

Attached is the proposed funding agreement for using RDBN CCBF towards specified project areas. Contributions previously considered, or contributions that are identified as part of future planning, will be brought to the Board for approval, and the attached agreement will be used to execute them.

This Agreement made as of **Date**.

Between:

Regional District of Bulkley-Nechako

PO Box 820

Burns Lake, BC V0J 1E0

A Regional District pursuant to the provisions of the *Local Government Act* of British Columbia, having its office at #37 3rd Avenue, Burns Lake, British Columbia

(the "RDBN")

And:

Partner Agency

Street Address

City, BC Postal Code

Registered Business Number #

(the "Recipient")

WHEREAS:

- A. The Union of British Columbia Municipalities (UBCM) representing local governments in British Columbia has entered into an agreement with Canada and British Columbia to transfer a portion of Canada Community Building Funds BC funds to local governments by establishing a Community Works Fund (CWF);
- B. The UBCM and the RDBN have entered into an Agreement (CWF Agreement, Schedule 1 to this document) to work together in partnership to fulfill the terms and conditions of the Community Works Fund and acknowledge that the success of the Community Works Fund will require the collective efforts of all participating local governments in British Columbia.
- C. The RDBN shall expend funds under the CWF Agreement only to pay Eligible Expenditures (CWFA, Schedule C) for Eligible Projects (CWFA, Schedule B) and agreed to all of the terms and conditions of the eligible recipient accountability framework as set out in Schedule D.
- D. The Recipient is undertaking a Broadband Connectivity project for the **Project Area**, (hereinafter called "the Project"); The Project is limited to those items detailed in Schedule 2 attached, 'Project Map and Budget'. Maximum RDBN Community Works funding for this project is listed in Section 2.8.

Regional District of Bulkley-Nechako Funding Agreement for Community Works Funds

Partner and Project Name

Now therefore in consideration of the mutual promises herein, the Recipient and the RDBN agree as follows;

1. Purpose

1.1 Use of Funds

The Recipient agrees that the Community Works Funds contributed by the RDBN will be used only for the purpose outlined in the Project Map and Budget (Schedule 2) and agrees to abide by the Terms and Conditions of the Community Works Fund Agreement (as amended from time to time) between the UBCM and the RDBN (attached as Schedule 1).

1.2 Regulatory Bodies

The Recipient agrees to complete the Project in accordance with the requirements of all regulatory bodies, and obtain all necessary permits, including undertaking an environmental assessment process where necessary;

1.3 Reimbursement

The RDBN agrees to reimburse the Recipient for eligible expenses listed in the Project Map and Budget (Schedule 2), net of rebates and rebate-able taxes, relating to the project up to a maximum of the amount listed in Section 2.8.

2. Terms and Conditions

2.1 Infrastructure Ownership

The recipient shall retain ownership of, or the right to operate, the connectivity infrastructure constructed through this project for at least five (5) years after the Project completion.

If, at any time within five (5) years from the date of the Project completion, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms of this Agreement, the Recipient shall repay the RDBN, on demand, any revenue that is generated from the sale, lease, encumbrance or disposal of the asset up to the original amount of Community Works funding. The Recipient agrees to notify the RDBN in writing as soon as practicable of any transaction triggering the above-mentioned repayment.

V: 2023-01-15

Please initial every page as confirmation that you have read and agree to the terms.

Signer 1

Signer 2

2.2 Service Delivery

The recipient shall operate the connectivity infrastructure to deliver the proposed service for a minimum of five years from project completion, as per the advertised service delivery options for the area.

2.3 Insurance

The recipient shall ensure insurance sufficient to replace the asset being funded through this agreement (the asset) for at least five (5) years after project completion.

If at any time within five (5) years from the date of project completion the asset is involved in an insurance claim, the recipient will inform the RDBN of said claim within 30 days. If funds received through said claim are used to replace or repair the asset, the recipient will provide the RDBN a written report including photos of the asset post-claim.

If funds received through said claim are not used to replace or repair the asset, the recipient will repay the RDBN the value of the original contribution of Canada Community Building Funds BC (Federal Gas Tax) funding, up to but not exceeding 100% of value of the insurance claim. The Recipient agrees to notify the RDBN in writing as soon as practicable of any transaction triggering the above-mentioned repayment.

2.4 Project Timeline

The Recipient will implement the Project in a diligent and timely manner, in accordance with the following timeline:

Project Start Date:	Date
End Date:	Date
Final Report Due:	Date

2.5 Recipient Administration

The Recipient will administer all aspects of the Project by way of an identified Project Manager. The Recipient will ensure that all appropriate and applicable insurance coverage and premiums and taxes related to the Project (including, but not limited to, Workers Compensation Insurance, Goods and Services Tax, payroll source deductions) are in place and paid as required. This includes all contractors hired to complete work on the Project.

2.6 Communication Protocol

The Recipient shall acknowledge that the Project was completed utilizing Community Works Funds in the format detailed below:

- The RDBN must be notified and invited to attend any event scheduled in relation to the Project with a minimum of 30 days' notice;
- All communication by the Recipient referring to the Project will clearly recognize the Government of Canada's investment and must be approved by UBCM (via the RDBN) prior to publication;
- If requested by the RDBN, the Recipient will be responsible to install signage 30 days prior to the project start to be left up until 30 days after the project's completion. The RDBN will purchase and provide the Recipient with the approved/required signage. The Recipient is responsible for costs incurred to install and remove the sign. A picture of the installed sign must be submitted to the RDBN upon installation.

2.7 Reporting Requirements

If a Project has not been completed within one year, reports will be required as to the status of the project.

A Final Report (Schedule 3) is required within 30 days of Project completion. The RDBN has the right to use project photos submitted by the Recipient in all forms of reporting and advertising.

UBCM may periodically request reports on the use of the Canada Community Building Funds BC (Federal Gas Tax) Funds. The Recipient agrees to provide all requested information in a timely manner to the RDBN in order to ensure reporting requirements are met.

2.8 Funding Schedule

The RDBN will provide funding to the Recipient not to exceed \$Amount, limited to those eligible items detailed in Schedule 2 attached, Project Budget. These funds will be disbursed in the following manner:

- A. The RDBN is not obliged to advance any (or any further) funds until the Recipient has performed all its obligations to the date of the request for payment, including performing all due tasks and delivering all due reports to the satisfaction of the RDBN.

- B. The RDBN will advance funds for eligible expenses once **Third Party** provides conformation that projects works are 100% complete and customers are eligible to receive service through the new connectivity infrastructure.
- C. The RDBN is not responsible for any cost over runs on the project. Any cost over runs are the sole responsibility of the Recipient. The RDBN makes no commitment to further funding towards this project beyond the agreed upon contribution as detailed in **Schedule 2** attached, Project Budget.

2.9 Dispute Resolution

If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

3. Indemnification

The Recipient shall indemnify and save harmless the RDBN, UBCM and Canada, their officers, servants, employees or agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights cause by or arising directly or indirectly from:

- a) All eligible Projects;
- b) The performance of the Funding Agreement, by the Recipient, its officers, employees, servants or agents;
- c) The design, construction, operation, maintenance and repair of any part of an eligible Project; and,
- d) Any omission, or other willful or negligent act of the Recipient or third part and their respective employees, officers, servants or agents;

Except to the extent to which such claims, demands, losses, costs, damages, expenses, actions, suites or other proceedings related to an act of negligence of an officer, employee or agent of the RDBN.

4. Representations and Warranties

The Recipient hereby warrants that:

- A. The Recipient is duly incorporated under the laws of British Columbia as a society;
- B. The agreement has been executed by the duly authorized signatories on behalf of the Recipient, pursuant to a resolution by the Recipient's Board;
- C. In the event the project relates to the construction of infrastructure on a particular piece of land, that the Recipient is the sole owner of the land, or has been granted authority by the owner of the land, for a term not less than five (5) years following project completion.

5. Non-Compliance

If at any time the Recipient fails to observe, perform, or comply with any provision of this Agreement, or if any of the representations or warranties in this agreement are or become untrue, the RDBN may at its sole option:

- a. Extend the time for the Recipient to perform the work detailed in the Project;
- b. Perform the unperformed tasks that the Recipient has agreed to do, in which case the Recipient shall pay and indemnify the RDBN for and from all costs of so doing;
- c. Stop further funding under this agreement;
- d. Sue the Recipient for damages for breach of contract;
- e. Terminate this agreement, in which case the Recipient will forthwith repay to the RDBN all funding provided to the Recipient pursuant to this Agreement without limiting the RDBN's right to sue for further damages for breach of contract.

Partner and Project Name

6. Waiver

The failure of the RDBN, at any time, to require the Recipient to perform any obligation under this agreement shall not be considered acceptance of the Recipient’s performance, and shall not affect the RDBN’s right to require performance of that obligation in the future.

Any waiver by the RDBN of any such breach, or any such provision within this agreement, shall not be construed as a waiver or modification of any other right under this agreement.

Signing this agreement acknowledges that you have read this agreement, understand it, and agree to be bound by its terms and conditions.

**Signed on behalf of the
Regional District of Bulkley-Nechako**

**Signed on behalf of the
THIRD PARTY AGENCY**

_____	_____	_____	_____
Chair, Mark Parker	Date	Signing Authority, Name	Date
_____	_____		
CAO, Curtis Helgesen	Date		

Attached:

- Schedule 1 - Community Works Fund Agreement (CWFA)
 - A. CWFA Schedule A - Definitions
 - B. CWFA Schedule B - Eligible Project Categories
 - C. CWFA Schedule C - Eligible and Ineligible Expenditures
 - D. CWFA Schedule D - Reporting and Audits
 - E. CWFA Schedule E - Communications Protocol

Schedule 2 Project Map and Budget

Schedule 3 Final Report

Please initial every page as confirmation that you have read and agree to the terms.

Signer 1

Signer 2