



REQUEST FOR DECISION

To: ACRD Board of Directors
From: Mark Fortune, Airport Manager
Meeting Date: Oct 28, 2020
Subject: Award of BCAAP funds for Fire Protection Improvement Project at the Long Beach Airport

Recommendation:

THAT the Alberni-Clayoquot Regional District Board of Directors enter into a Conditional Grant Agreement with the Ministry of Transportation & Infrastructure through the British Columbia Air Access Program for the Long Beach Airport Fire Protection Improvement Project for \$431,025 of project costs.

Summary:

The Long Beach Airport (CYAZ) submitted an application for the British Columbia Air Access Program (BCAAP) to replace the current water main infrastructure and associated pump house deficiencies. The purpose of the upgrade is to meet the current fire flow requirements for high hazard aircraft hangar structures which the current infrastructure cannot support.

The application was successful, and the project has been awarded \$431,025 towards the proposed \$718K project. The funding will be provided in a lump sum which is a change from the regular BCAAP program where payments are staged. In the new COVID era BCAAP funding will be supplied as a lump sum and if efficiencies are encountered the surplus will not be required to be refunded. The remainder of the funding will come from the capital reserve.

A Conditional Grant Agreement (CGA) for this project (BCAAP 118049) has been supplied by the Province with a signing date of October 30, 2020.

Time Requirements-Staff & Elected officials:

Staff time will be required for the tendering process, contract management, communications, project supervision/coordination with airport activities and grant claims and management.

Financial

\$431,025 funds will be supplied by the BCAAP program with the remaining funding of \$287,350 coming from the airport capital fund for a total project cost of \$718,375.

Submitted by: _____


Mark Fortune, Airport Manager

Approved by: _____


Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer



October 20, 2020

John Jack
Chairperson
Alberni Clayoquot Regional District
3008 5th Avenue
Port Alberni, BC V9Y 2E3

Dear John Jack:

**Re: Economic Recovery For Communities: Air Access Grants Program
Project #0X0OA118049 – Fire Protection Improvement Project**

Please find attached: 1) A Conditional Grant Agreement between the Ministry of Transportation and Infrastructure and the Alberni Clayoquot Regional District for the above project which has been approved to a maximum provincial contribution of **\$431,025**. Please review, sign and email the signed Agreement in PDF format to BCAAP@gov.bc.ca by **October 30, 2020**; and, 2) A copy of your 2020/21 BC Air Access Program application as Appendix 1 of the Conditional Grant Agreement.

Funding will be paid out as detailed in Schedule “B” ‘Payment’. Schedule “A” ‘Reporting Requirements’ outlines the various reporting requirements that must be submitted. We will provide you with necessary forms for the reporting requirements at a later date.

If you have any further questions, please do not hesitate to contact Rosita Petruzzelli, Senior Analyst, Infrastructure Development Branch, at (778) 974-5361 or Rosita.Petruzzelli@gov.bc.ca.

Sincerely,

Reg Faubert
Manager, Programs and Air Policy

Attachments

cc: Mark Fortune
Alberni Clayoquot Regional District

**Ministry of Transportation
and Infrastructure**

Programs and Corporate Initiatives
Branch
Transportation Policy & Programs
Department

Mailing Address:
PO Box 9850 Stn Prov Govt
Victoria BC V8W 9T5

Location:
5D 940 Blanshard Street
Victoria BC V8W 3E6
www.gov.bc.ca/tran

GRANT AGREEMENT

THIS AGREEMENT dated for reference the 20th day of **October, 2020** (the "Reference Date")

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
represented by the Minister of Transportation and Infrastructure**

("the Ministry")

OF THE FIRST PART

AND:

Alberni-Clayoquot Regional District

(the "Recipient")

OF THE SECOND PART

WHEREAS:

The Ministry wishes to make available through the Economic Recovery For Communities: Air Access Grants Program to the Recipient on the terms and conditions set out in this Agreement, monies to a maximum of **\$431,025** paid and incurred in relation to the **Fire Protection Improvement Project at the Long Beach Airport (Tofino)** (the "Project").

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

DEFINITIONS

1.01 In this Agreement:

- (a) **"Authorized Representative"** means the person or persons with legal authority and agency to legally bind the Recipient, and who signs this document accordingly;
- (b) **"Commencement Date"** means the date identified as such in Schedule "A";
- (c) **"Eligible Costs"** means all capital construction expenses incurred during the period commencing **September 7, 2020** and ending **March 31, 2022**, and listed as Eligible Project Costs in section 1 of Schedule "C", and excludes Ineligible Project Costs as listed in section 2 of Schedule "C";
- (d) **"Event of Default"** means any of the events described in paragraph 13.01;
- (e) **"Ineligible Project Costs"** means the costs and expenses described or listed, as applicable, in section 2 of Schedule "C";

- (f) **“Material”** means all documentation relating to the Project, and includes working papers, reports, findings, data, specifications, drawings, spread sheets, evaluations, surveys documents (both printed and electronic including but not limited to hard disk or diskettes), materials, databases, procedures manuals whether complete or otherwise that have been produced, received or acquired by, or provided by or on behalf of the Ministry to the Recipient as a result of this Agreement;
- (g) **“Project”** means the project described in Schedule "A" attached to this Agreement and as outlined by the Recipient in their 2020/21 BC Air Access Program application (included as Appendix 1 to this Agreement);
- (h) **“Project Completion”** means when all construction as necessary to facilitate the safe, uninterrupted, and unobstructed public use of airport infrastructure described in Schedule "A" has been completed; and
- (i) **“Term”** means the period in paragraph 3.01.

PAYMENT

- 2.01 The Ministry will, subject to compliance with the terms of this Agreement, pay to the Recipient an amount up to a maximum of **\$431,025**, which will be paid to the Recipient in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

TERM OF AGREEMENT

- 3.01 The term of this Agreement will begin on Commencement Date and will expire 9 months after Project Completion unless sooner terminated by the Ministry.

REPRESENTATIONS AND WARRANTIES

- 4.01 The Recipient represents and warrants to the Ministry, with the intent and understanding that the Ministry will rely thereon in entering into this Agreement, that on execution of this Agreement and at all times thereafter:
 - (a) all information statements, documents and reports furnished or submitted by the Recipient to the Ministry in connection with or pursuant to this Agreement are true and correct to the best of the Recipient's knowledge;
 - (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee might materially adversely affect, the Recipient's properties, assets, financial condition, business or operations, or its ability to fulfill its obligations under this Agreement;
 - (c) the Recipient is not in breach of, or in default under, any law, statute or regulation applicable to or binding on it that may affect the Project;

- (d) the Recipient has the power and capacity to accept, execute and deliver this Agreement; and,
 - (e) this Agreement is binding upon and enforceable against the Recipient in accordance with its terms.
- 4.02 All statements contained in any certificate, application or other document delivered by or on behalf of the Recipient to the Ministry under this Agreement, or in connection with any of the transactions contemplated hereby, will be deemed to be representations and warranties by the Recipient under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein, and all certificates, applications or other documents delivered by or on behalf of the Recipient, are material and will conclusively be deemed to have been relied upon by the Ministry and will continue in full force and effect during the continuation of this Agreement.

RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by, or will be deemed to be created by, this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Recipient is an independent entity and is not the servant, employee or agent of the Ministry.
- 5.03 The Recipient will not in any manner whatsoever commit or purport to commit the Ministry for the payment of money to any person.

RECIPIENT'S OBLIGATIONS

- 6.01 The Recipient will:
- (a) carry out the Project in accordance with the terms of this Agreement;
 - (b) at the request of the Ministry, fully inform the Ministry of the work done and to be done by the Recipient in connection with the Project;
 - (c) at the request of the Ministry, permit the Ministry at all reasonable times to examine and copy the Material;
 - (d) expend funds received as under this Agreement in accordance with the terms of this Agreement and only for the purpose of carrying out the Project;
 - (e) obtain the prior written consent of the Ministry for any changes to the scope of the Project;
 - (f) observe, abide by and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government including of the

Province of British Columbia or any branch or agency thereof directly or indirectly applicable to the Recipient or this Agreement;

- (g) if requested by the Ministry, provide evidence satisfactory to the Ministry that the representations and warranties set forth in paragraph 4.01 are true and;
 - (h) file all tax, corporate information, if applicable, and other returns required to be filed by the laws of British Columbia or Canada, and will comply with all workers' compensation legislation and other similar legislation to which the Recipient may be subject, and will pay all taxes, fees and assessments calculated to be due by the Recipient under those laws;
 - (i) co-operate with the Ministry in making such public announcements regarding the Project and the details of this Agreement as the Ministry see fit;
 - (j) if requested, to erect and maintain, for the duration of the Project, signs as specified by the Ministry at a prominent location on the Project site, (signs on the property of the Recipient to be maintained by the Recipient) with costs of the signs to be paid for by the Ministry and costs of erection to be paid for by the Recipient, with 50% of said erection costs being invoiced to the Province upon Project Completion;
 - (k) repay all monies forthwith upon demand by the Ministry if the terms and conditions of this Agreement are not complied with or adhered to.
 - (l) maintain any facilities developed, constructed or otherwise created by this Project in accordance with all applicable standards and law.
- 6.02 The Recipient will not be eligible to apply for funding for the British Columbia Air Access Program beginning in the 2022/23 Ministry fiscal year unless and until Project Completion.

RECORDS

7.01 The Recipient will:

- (a) establish and maintain accurate books of account and records for a period of 10 years, including the invoices, documents, statements and reports referenced in this Agreement, in relation to the Project in a manner acceptable to the Ministry (including supporting documentation of all expenditures related to the Project);
- (b) permit the Ministry at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including supporting documents) referred to in subparagraph (a) of this paragraph; and

- (c) provide to the Ministry a statement of all work done and expenditures made on or in connection with the Project.

STATEMENTS AND ACCOUNTING

- 8.01 Within 6 months of Project Completion, the Recipient will submit to the Ministry:
- (a) **Final Report** executed by an Authorized Representative, in a form established by the Ministry, along with photos of completed Project; and
 - (b) **Summary of Expenditures**, in a form and content satisfactory to the Ministry, supported by invoices and verifying documentation, information, statements, reports, and explanations, as applicable, substantiating that such items constitute Eligible Costs, such statement to be certified true and correct by the Authorized Representative.
- 8.02 Within 15 days of the delivery of a written demand from the Ministry, the Recipient will provide the Ministry with such information and documents with respect to the Recipient or the Project, including the invoices, documents, statements and reports referenced in paragraph 8.01 of this Agreement, sufficient to enable the Ministry to consider whether the claimed items or any of them, constitute Eligible Costs.

APPROPRIATION

- 9.01 Notwithstanding any other provision of this Agreement, the payment of money by the Ministry to the Recipient pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the B.C. Financial Administration Act (the "FAA"), to enable the Ministry in any fiscal year when any payment of money by the Ministry falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

REPORTS

- 10.01 The Recipient will deliver to the Ministry such written reports, in form and content satisfactory to and prepared by a person acceptable to the Ministry, as the Ministry may from time to time request concerning one or both of the progress of the Project under this Agreement and the financial condition of the Recipient.

CONFLICT OF INTEREST

- 11.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may or does in the reasonable opinion of the Ministry, give rise to a conflict of interest between the obligations of the Recipient to the Ministry under this Agreement and the obligations of the Recipient to such other person, or entity.

CONFIDENTIALITY

12.01 Subject to the laws of the Province and Canada, the Recipient will treat as confidential all information or Material supplied to or obtained by the Recipient as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Ministry or except if such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

DEFAULT

13.01 Any of the following events will constitute an Event of Default, namely

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation, certification, or warranty made by the Recipient in pursuant to, as a result of or in connection with this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other information or document furnished or submitted by or on behalf of the Recipient pursuant to, as a result of or in connection with this Agreement is untrue or incorrect;
- (d) the Recipient ceases to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, financial condition, business or operations of the Recipient which, in the opinion of the Ministry, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement or to complete the Project;
- (f) an order is made or a resolution is passed or a petition filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy Act (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or,
- (j) the Recipient permits any sum which is not disputed by the Recipient to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

- 13.02 Upon the occurrence of any Event of Default and at any time thereafter the Ministry may, notwithstanding any other provision of this Agreement, at its complete discretion and exercisable by written notice to the Recipient:
- (a) declare all monies paid under this Agreement to be due and payable by the Recipient to the Ministry and such monies will immediately become due and payable without presentment, demand, protest or any other notice of any kind to the Recipient, all of which are hereby expressly waived; and,
 - (b) terminate this Agreement.
- 13.03 Any rights, powers and remedies conferred on the Ministry under this Agreement or under any statute or law are not intended to be exclusive and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Ministry under this Agreement, any other agreement, at law or in equity.
- 13.04 The exercise by the Ministry of any right, power, or remedy will not preclude the simultaneous or later exercise by the Ministry of any other right, power or remedy.

MINISTRY

- 14.01 The Recipient will refer all matters pertaining to the Agreement to the Ministry.

INDEMNITY

- 15.01 The Recipient will at all times indemnify and save harmless Her Majesty the Queen in Right of the Province of British Columbia ("the Province"), as represented by the Minister of Transportation and Infrastructure ("the Minister"), and the employees, servants, and agents of the Minister and the Province, from and against all claims, actions, causes of action, demands, losses, damages, costs, liabilities, expenses, fines, fees, penalties, assessments and levies, made against or incurred, suffered or sustained by any of them, at any time or times (whether such interest, fines or costs are court ordered or otherwise and whether before or after the expiration or termination of this Agreement) where the same or any of them are sustained in any way in connection with, pursuant to or as a result of this Agreement, which indemnity will survive the expiration or sooner termination of this Agreement.

ASSIGNMENT AND SUBCONTRACTING

- 16.01 The Recipient will not, without the prior written consent of the Ministry, assign or in any way transfer, whether directly or indirectly, this Agreement or any part of this Agreement including any right or rights of the Recipient under this Agreement.
- 16.02 The Recipient will ensure that any contracts it awards in relation to the Project will be awarded in a way that is transparent, competitive, and consistent with value for money principles. No tendering clauses are to be used that allows the Recipient to not accept a tender from a bidder who has engaged, directly or indirectly, in a contract dispute whether through contract dispute resolution procedures or a legal proceeding in relation to any other contract with the Recipient.

OTHER FUNDING

- 17.01 If the Recipient receives, or has received, for or in respect of the Project, funding from any person, firm, corporation or other government or governmental body, then the Recipient will forthwith provide the Ministry with full and complete particulars thereof.
- 17.02 The Ministry reserves the right to recalculate the maximum Economic Recovery For Communities: Air Access Grants Program contribution to the Project under this Agreement as a result of funding identified in 17.01.

NOTICES

- 18.01 Any notice, consent, waiver, statement, other document or payment and any or all of the Material that either party may desire or be required to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery, if delivered electronically through a means previously agreed to in writing by the Parties, through their respective duly authorized representatives, on the date of delivery, or, if mailed, on the fifth business day after the mailing of the same in Canada by prepaid post addressed, if to the Ministry:

Ministry of Transportation and Infrastructure
Attn: BC Air Access Program
PO Box 9850 Stn Prov Govt
5D - 940 Blanshard Street
Victoria, BC V8W 9T5
BCAAP@gov.bc.ca

and if to the Recipient:

Attn: Chairperson
Alberni-Clayoquot Regional District
3008 5th Avenue
Port Alberni, BC V9Y 2E3
jjack@acrd.bc.ca

- 18.02 Either Party must give written notice to the other party of any change of address of the party giving such notice, and after the giving of such notice the address therein specified will, for purposes of paragraph 18.01, be conclusively deemed to be the address of the party giving such notice.
- 18.03 Any notice, report, direction or other document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed on behalf of the Ministry by a duly authorized representative of the Ministry.
- 19.02 The written waiver by the Ministry of any breach by the Recipient of any term or condition of the Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the Recipient of the same or any other term or condition of this Agreement.

INSURANCE

- 20.01 The Recipient will, without limiting its obligations or liabilities herein, purchase and maintain insurances with insurers licensed in Canada with coverage of a type, and in amounts, that any similar business, acting reasonably, would procure for a project of the scope, size and exposure of the Project, during the term of this Agreement and for any subsequent ongoing operations and maintenance of the resulting infrastructure.
- 20.02 The Recipient shall require and ensure that its consultants, contractors and subcontractors maintain insurances comparable to those required above.
- 20.03 Upon request by the Ministry, the Recipient will deliver a certified copy of the policies of insurance applicable under this Agreement. No review or approval of any insurance policy by the Ministry derogates from or diminishes the Ministry's rights or the Recipient's liability under this Agreement.

ENTIRE AGREEMENT

- 21.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

FURTHER ACTS AND ASSURANCES

- 22.01 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

TIME OF ESSENCE

- 23.01 Time will be of the essence of this Agreement.

SURVIVAL OF PROVISIONS

24.01 All of the provisions of this Agreement in favour of the Ministry and all of the rights and remedies of the Ministry, whether at law or in equity, will survive any expiration or sooner termination of this Agreement.

INTERPRETATION

25.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

25.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

25.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and any amendments to that statute.

25.04 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.

25.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

25.06 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed on behalf of each party.

25.07 If any provision of this Agreement or the application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

25.08 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.

25.09 Unless the context otherwise indicates, any reference to this Agreement means this instrument and all of the Schedules attached to it, and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Agreement.

25.10 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or by any Ministry, Branch or agency thereof, to or for anything related to the Project that by law the Recipient is required to obtain unless it is expressly stated in this Agreement to be such a consent, permit, approval or authorization.

25.11 This Agreement may be executed in counterparts by each party under this Agreement signing the original or PDF copy of the Agreement and deliver it to the other party by email, courier or post, or such other method agreed by the parties.

SUCCESSORS AND ASSIGNS

26.01 This Agreement will continue for the benefit of and be binding upon both the Recipient and its successors and permitted assigns, and the Ministry and its assigns.

EFFECTIVE DATE

27.01 Notwithstanding the date of execution or delivery of this Agreement, this Agreement is effective as of the Reference Date.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives or officers as follows:

Signed on behalf of Her Majesty the Queen)
in the right of the Province of British Columbia,)
by a duly authorized representative of the)
Minister of Transportation and Infrastructure)

Name:

Title:

Date: _____, 2020

Signed on behalf of the **Alberni-Clayoquot Regional District**

Authorized Representative

Name:

Title:

Date: _____, 2020

SCHEDULE "A"

PROJECT INFORMATION

1. Project Title: Fire Protection Improvement Project – Project #0X0OA118049
2. The Project involves two fire-protection projects at the Long Beach Airport (Tofino).
The project scope will include the following:
 - Water main replacement; and
 - Fire pump system improvements.
3. The Commencement Date of the Project is **September 7, 2020** and the Project Completion Date shall be no later than **March 31, 2022**.

REPORTING REQUIREMENTS

1. The Recipient will submit to the Ministry progress reports, in a form established by the Ministry, on the Project, which will include the percentage of construction completed to date and commentary on any concerns or issues that have occurred, photos, project schedule and estimated cash flow. The progress reports are due and in response to a request from the Ministry, at a minimum on the following dates during the Term quarterly until the project is complete:
 - March 1
 - June 1
 - September 1
 - December 1
2. Within 6 months of Project Completion, the Recipient must submit to the Ministry:
 - A Summary of Expenditures including back-up invoices, as required under section 8.01 of this Agreement.
 - A Final report, in a form established by the Ministry, along with photos of completed Project.
 - A reimbursement to the Ministry of the funding in Section 2 of the Agreement, whether in whole or in part, in accordance with Schedule B Section 2, as applicable.

SCHEDULE "B"

PAYMENT

1. The Ministry will, subject to compliance with the terms of this Agreement, pay to the Recipient for the Project amounts in accordance with the terms and timing, set out below:
 - (a) A one-time payment upon signing of this Agreement equal to **\$431,025** which is the maximum contribution from the Ministry, will be issued to the Recipient.
 - (b) Unless otherwise previously agreed in writing by the Ministry, all documentation, information, statements, reports, and explanations contemplated in sections 8.01 and 8.02 must be submitted to the Ministry, by electronic mail addressed to: BCAAP@gov.bc.ca
2. The Recipient will repay to the Ministry - or to another organizational entity as directed by the Ministry - the difference between the payment received by the Recipient under this Agreement and Total Eligible Costs if the payment received under this Agreement exceeds the total Eligible Project Costs.
3. Despite any other term of this Agreement, in no event will the Ministry pay to the Recipient any amount or amounts that in the aggregate exceed the one-time payment.

SCHEDULE "C"

1. ELIGIBLE PROJECT COSTS

Eligible Project Costs are all costs considered by the Ministry to be direct and necessary for the successful implementation of the Project, incurred between the Commencement Date and the Project Completion Date set out in Schedule "A".

Eligible Project Costs include the following:

- Labour
- Materials
- Equipment for completing the project
- Directional, warning and project signage
- Applicable taxes

2. INELIGIBLE PROJECT COSTS

Ineligible Project Costs include the following:

- Property acquisition
- Administration costs, including those associated with overhead, staff and supervision
- Volunteer contributions (labour, materials, etc.)
- Incremental costs associated with operation or maintenance
- Landscaping
- Project management costs in excess of 15% of the total Eligible Costs
- Design costs
- Studies relating to the Project (engineering, business case, etc.)
- Costs associated with the Recipient's application to the BCAAP
- Costs incurred before the Commencement Date or after the Project Completion Date set out in Schedule "A" of this Agreement

APPENDIX 1

Recipient's 2020/21 BC Air Access Program application appended as a separate PDF file and included within the email used to provide this Agreement to the Recipient.



This Reconsideration Form is designed for organizations that submitted a full application for the 2019/20 BCAAP intake that was not funded at that time. A separate Reconsideration Form must be completed for each application to be reconsidered. Reconsideration Forms must be submitted no later than January 13, 2020 at 11:59 pm.

Please submit your Reconsideration Form via email to: BCAAP@gov.bc.ca You will receive a confirmation email within two (2) business days. **If you do not receive such confirmation, please contact BCAAP staff at 778-974-5468.**

If you cannot send your Reconsideration Form by electronic means, please mail or courier it as below, allowing sufficient time to ensure that it arrives by the due date.

Ministry of Transportation and Infrastructure
Attn.: BC Air Access Program
PO Box 9850 Stn. Prov. Govt.
Victoria, BC V8W 8T5

(Physical Location: 5D – 940 Blanshard Street, Victoria, BC V8W 3E6)

Applicants should be aware that information collected is subject to the provincial *Freedom of Information and Protection of Privacy Act*.

For further assistance or inquiries, please contact the BCAAP Team via phone at 778-974-5468 or email at BCAAP@gov.bc.ca

SECTION 1. ELIGIBILITY

Please check each box that applies:

- This submission applies to a project for which a full application was submitted during the 2019/20 BCAAP intake.
- This project remains a priority for our organization.
- Our organization has budgeted for our funding share of this project and that funding remains available.
- We have updated project cost estimates related to this application.

- **If there are substantial changes to the scope of the project that was applied for in 2019/20, please submit a new application rather than using this Reconsideration Form.**

SECTION 2. CONTACT INFORMATION

Facility Name: Long Beach Airport (CYAZ)

Applicant Name: Alberni Clayoquot Regional District

Mailing Address: 3008 Fifth Ave Port Alberni BC V0R 3A0

Primary Contact: Mark Fortune Title: Airport Superintendent

Email Address: mfortune@acrd.bc.ca Phone #: 250 725 3751



SECTION 3. GENERAL PROJECT INFORMATION AND DESCRIPTION

Project Description: In ten words or less, provide a phrase to describe you project (e.g., fuel tank replacement).

CYAZ Fire Protection Improvement Project

Please provide any other information necessary to identify the application for which you are seeking reconsideration.

The project will increase fire flows to industry standards

Please provide any additional project justification information that you would like included in this reconsideration.

Passenger movements for 2019 have increased to 16,500 for Pacific Coastal Airlines up from 11,000 from teh previous application.

A cost review was carried out and no adjustment are anticipated with this project.

SECTION 4. FUNDING AND PROJECT COST ESTIMATE INFORMATION (Please provide updated cost information)

Total Estimated Project Cost \$ 718,375.00 (A)*

Applicant Share \$ 287,350.00

In-kind Contribution(s)

3rd Party Contribution(s) (B)

In-kind contributions are only considered for non-profit airport operating societies and must be easily quantifiable. Please contact the BCCAP team prior to including in-kind contributions.

Subtotal of (B) \$ 431,025.00

Total BCAAAP Request (A) - (B) \$ 431,025.00

SECTION 5. AUTHORIZATION

We certify that the information herein contained is, to the best of our knowledge, correct, complete and has been submitted with council/board concurrence.

Project Manager Name:

Mark Fortune

Project Manager Signature

Date:

01/13/2020

Financial Officer / Other Authority's Name:

Teri Fong

Financial Officer / Other Authority's Signature:

Date:

01/13/2020

* Please provide supporting documentation such as a third-party quote or estimate for the works identified.