

## HUDSON'S HOPE – JUNE 28<sup>TH</sup>, 2015

### SITE C COMMUNITY ENGAGEMENT COMMITTEE

#### PROPOSED COMMUNITY MEASURES AGREEMENT PROVISIONS

##### ARTICLE 1 – COMMUNITY ENGAGEMENT COMMITTEE

- 1.1** The District of Hudson's Hope (Hudson's Hope) and BC Hydro (individually a "Party", collectively the "Parties") will establish a committee (the "**Community Engagement Committee**") to facilitate an effective ongoing working relationship between the Parties regarding the Site C Dam project based on mutual trust and respect.
- 1.2** The Parties agree to the terms of reference for the Community Engagement Committee in the form attached as Schedule "A" to this Agreement ("**Terms of Reference**").
- 1.3** The Community Engagement Committee will have a total of six (6) representatives consisting of three members of the District of Hudson's Hope Council, one of whom is the Mayor and three representatives of BC Hydro, one of whom is the Vice-President and Project Director in charge of Site C. Each Party will also appoint one (1) alternative representative. The alternative representative will attend meetings when a regular representative for that Party is unavoidably absent or has been removed and not replaced at the time of the meeting.
- 1.4** Each Party will provide a written notice within twenty (20) Business Days of the Effective Date of this Agreement to the other Party appointing its regular representatives and alternative representative to the Community Engagement Committee. A Party may change its appointed regular or alternative representatives, other than the Hudson's Hope Mayor and the Vice-President and the BC Hydro Project Director for Site C, by written notice to the other Party from time to time subject to each Party providing reasonable continuity of its representatives over the term of this Agreement.
- 1.5** The Community Engagement Committee is empowered to act in its reasonable judgment in carrying out its duties as provided for in the terms of reference
- 1.6** The Community Engagement Committee shall:
  - a) be the primary interface between the Parties with respect to the activities provided for in the Terms of Reference; and
  - b) provide a forum for regular communication and information exchange between the Parties, for effective management of the Community

Engagement Committee's duties and for the early resolution of issues and Disputes.

- 1.7** By March 31 of each year the Community Engagement Committee will prepare and submit to the District of Hudson's Hope and the Council of BC Hydro a report (the "**Annual Report**") that summarizes and evaluates the activities under this Agreement for the prior calendar year. The District of Hudson's Hope representatives will take the lead in preparing the Annual Report, supported by information provided by BC Hydro. Where the District of Hudson's Hope representatives have not, at least sixty (60) days prior to the end of the calendar year, commenced preparation of the Annual Report, the BC Hydro representatives may prepare the Annual Report.
- 1.8** Notwithstanding anything in this Agreement, either Party, acting reasonably, may request a meeting of the Community Engagement Committee on reasonable notice, and the other Party will agree to such meeting at the specified time.
- 1.9** The Community Engagement Committee will provide the District of Hudson's Hope Council and the President and CEO of BC Hydro with a written update after each meeting regarding progress of matters related to this Agreement and any issues addressed by the Community Engagement Committee. The District of Hudson's Hope Council and the President and CEO of BC Hydro will have twenty (20) Business Days after receiving an update to raise in writing any concerns regarding the content of the written update. Any concerns raised about the content will be considered by the Community Engagement Committee after receipt thereof and reflected in the final draft of the written update. If no concerns are raised then the written update will be considered final and accurate.
- 1.10** BC Hydro shall bear all costs associated with the establishment and ongoing operation of the Community Engagement Committee, including but not limited to, both Party's respective representatives' participation in the Community Engagement Committee, including the provision of administrative support as needed, preparation of the Annual Report and such updates and meetings as may be required from time to time.
- 1.11** For greater certainty any recommendations made by the Community Engagement Committee from time to time are recommendations only for the consideration of the Parties and unless otherwise agreed by the Parties shall in no way create an obligation on either Party under this Agreement or an obligation to agree to amend this Agreement.
- 1.12** If a dispute arises regarding the Community Engagement Committee or the Terms of Reference, including their interpretation and implementation, either Party may deliver

to the other Party a written notice (the “**Dispute Notice**”) describing in reasonable detail the issues in dispute (the “**Dispute**”).<sup>1</sup>

- 1.13** The Mayor of the District of Hudson’s Hope and the BC Hydro Site C Vice-President and Project Director responsible for Site C shall attempt in good faith to resolve the Dispute within twenty (20) Business Days of delivery of the Dispute Notice.
- 1.14** The Mayor of the District of Hudson’s Hope and the BC Hydro Vice-President and Project Director responsible for Site C may, at any time, agree in writing to refer the Dispute to non-binding mediation by a mutually acceptable mediator specified in that agreement. The mediation must be completed within twenty (20) Business Days of the date of that agreement, or such other period agreed to by the Parties. Unless otherwise agreed, each Party is responsible for its own costs of mediation and shall bear an equal share of the remuneration and expenses of the mediator.
- 1.15** If the Dispute has not been resolved within forty (40) Business Days of the delivery of the Dispute Notice, or such other period agreed to by the Parties, either Party may request that a single arbitrator be appointed pursuant to the *Arbitration Act*, R.S.B.C. 1996, c.55 and unless otherwise agreed in writing by the Parties, the Parties agree that:
- (a) the arbitration shall be administered by the British Columbia International Commercial Arbitration Centre pursuant to the Rules of Procedure for Domestic Commercial Arbitration of the British Columbia International Commercial Arbitration Centre, as amended from time to time;
  - (b) section 14 of the *Arbitration Act* does not apply to the arbitration and accordingly, the award of the arbitrator is non-binding and therefore is not final and binding on all parties to the award; and
  - (c) the place of arbitration will be Vancouver, British Columbia.
- 1.16** The report of the Mediator under paragraph 1.14 or of the Arbitrator under paragraph 1.15 must be made public within twenty (20) business days of its completion.

## **ARTICLE 2 – COMMUNITY IMPACT MITIGATION CONTINGENCY FUND**

- 2.1** BC Hydro will establish a community impact mitigation contingency fund in the amount of YY for the life of the Site C Dam project to fund programs and initiatives to address unexpected issues and adverse impacts resulting from the Site C Dam project. Note to Draft - This article would be expanded to fully address the process and basis on which this fund would be accessed.

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<sup>1</sup> Note to Draft - These dispute resolution provisions apply to the Community Engagement Committee. A separate dispute resolution mechanism will address disputes related to the other provisions of the Community Measures Agreement.



## **SCHEDULE "A"**

### **Site C Community Engagement Committee Terms of Reference**

#### **Overview**

1. These Terms of Reference are intended to provide the mandate as to the purpose, structure and functioning of the Community Engagement Committee.

#### **Purpose**

2. The purpose of the Community Engagement Committee is to:
  - a) Review regular Project updates about construction progress, the construction schedule, upcoming construction activities, and operations;
  - b) Represent the local communities by bringing forward concerns, issues and interests that may arise during construction period and throughout the life of the Project to BC Hydro and its contractors for discussion;
  - c) Work with the Project construction team and others to identify, review and discuss Project associated community issues and interests and to seek solutions to issues raised in a timely and cooperative manner;
  - d) Review reports about mitigation and follow-up programs specified in the conditions of the provincial Environmental Assessment Certificate and federal Decision Statement, and in permits and authorizations required for construction and operation of Site C;
  - e) Review information about the development and implementation of Environmental Management Plans (EMPs), and contractor management plans for specific work areas;
  - f) Review monitoring reports related to the implementation of EMPs;
  - g) Supplement but not replace liaison and other committees established under other community measures agreements for the construction and operation phase of this Project; and
  - h) Review and consider other matters related to the construction and operation of the Project.
3. For the purpose of section 2, the term "review" means:

- a) notice of a matter, plan, program, strategy, measure, initiative to be discussed, in sufficient detail to permit each Committee member to prepare their views on the matter;
- b) in consultation between or among Committee members, provision of sufficient information in respect of the matter to permit the Committee members to prepare their views on the matter;
- c) a reasonable period of time to permit the Committee members to prepare their views on the matter;
- d) an opportunity for each Committee member to present her or his views on the matter;
- e) a full and fair consideration by the Parties of any views on the matter presented by the Committee members; and
- f) a report on how the item or issue was addressed by the Parties.

## **Methods**

- 4. To accomplish its purpose, the Community Engagement Committee will:
  - a) put in place performance measures that the Community Engagement Committee agrees are appropriate, necessary and sufficient to monitor the progress and overall implementation and operation of the Project;
  - b) make reasonable efforts to gather complete and accurate information and to understand such information concerning matters before the Community Engagement Committee; and
  - c) work together in a spirit of collaboration, professionalism, respect and good faith.

## **Membership and Attendance**

- 5. The Community Engagement Committee will be comprised of representatives appointed by the District of Hudson's Hope (Hudson's Hope) and BC Hydro in accordance with section 1.3 of the Agreement.
- 6. The Parties agree that it is desirable to maintain consistency in the representatives on the Community Engagement Committee. The Parties agree to limit changes to their representatives and to encourage their respective representatives to attend all meetings to the extent reasonably practicable.

7. Committee members, acting reasonably and with timely prior notice to the other's representatives on the Community Engagement Committee, may invite non-voting technical advisors, participants or observers to the meetings of the Community Engagement Committee. The Committee member must advise the other Committee members in advance of the meeting the purpose or role of the non-voting technical advisors, participants or observers.
8. For the purpose of paragraph 7, non-voting technical advisors, participants or observers may include, but are not limited to:
  - a) Other Hudson's Hope representatives;
  - b) First Nation community representatives;
  - c) Business/economic development representatives;
  - d) Tourism/recreation representatives;
  - e) Emergency services (e.g., local RCMP);
  - f) Community service providers (e.g., education, community groups, non-profits);
  - g) Transportation representatives (e.g., local MOTI);
  - h) BC Hydro Site C community relations managers;
  - i) BC Hydro construction management; and
  - j) BC Hydro Site C community liaison staff.

### **Quorum and Agreement**

9. Quorum for a meeting of the Community Engagement Committee shall consist of two (2) representatives of the Hudson's Hope and two (2) representatives of BC Hydro. Attendance by the alternative representative for either Party will not fulfill the quorum requirement unless the Parties mutually agree in writing in advance of the meeting.
10. Unless these Terms of Reference otherwise provide, any matters in these Terms of Reference or the Agreement requiring the agreement or approval of the Community Engagement Committee or the representatives requires the agreement or approval of at least two (2) representatives of the Hudson's Hope and two (2) representatives of BC Hydro.

## **Meetings & Administration**

11. The Community Engagement Committee shall meet quarterly beginning July 21<sup>st</sup> , 2015, or more frequently upon the written request of a representative of either Party, acting reasonably, to carry out the duties of the Community Engagement Committee.
12. The Community Engagement Committee representatives may agree, in writing, to hold meetings by teleconference, videoconference, or by other means approved by the Community Engagement Committee.

## **Co-Chairs of the Community Engagement Committee**

13. Unless otherwise agreed in writing by the Parties, the Community Engagement Committee shall be co-chaired by a representative of BC Hydro and a representative of Hudson's Hope.
14. The co-chairs of the Community Engagement Committee must:
  - a) ensure the purpose of the Community Engagement Committee as set out in paragraph 2 is effectively and efficiently fulfilled;
  - b) ensure Community Engagement Committee representatives are notified of the time and location of each meeting of the Community Engagement Committee;
  - c) prepare and distribute meeting notices, an agenda and materials one week prior to each meeting (representatives of either Party may propose agenda items to the Chairs for Community Engagement Committee meetings);
  - d) co-chair the meetings of the Community Engagement Committee;
  - e) arrange meeting venues, which may be held in local government offices, BC Hydro offices, or other meeting rooms;
  - f) ensure accurate minutes of each Community Engagement Committee meeting are taken, kept and distributed to each Community Engagement Committee member and a summary of committee meetings is posted on the BC Hydro Project and Hudson's Hope websites;
  - g) facilitate discussion to ensure interests and issues related to the Project are raised and meaningfully discussed, or in the event an independent facilitator is engaged, work with the facilitator to support committee meetings; and
  - h) ensure agenda items requiring review are dealt with appropriately in accordance with paragraph 3 including a report back to the Community Engagement Committee on how issues raised have been addressed.



15. The Chairs may engage a facilitator to support meetings as required, or a recorder to assist in preparing minutes.

### **Role of Community Engagement Committee Members**

16. The role of each Community Engagement Committee members is to:

- a) Attend meetings and actively participate in discussing solutions to issues discussed by the Committee, and provide relevant input;
- b) Suggest agenda items;
- c) Consider requests from representatives for other organizations to participate in Committee deliberations;
- d) Focus on issues associated with the construction and the operations of the Project;
- e) Distribute meeting materials to their organizations or to their invited additional participants;
- f) Bring community concerns to the attention of the Hudson's Hope and BC Hydro and its contractors;
- g) Report out on the activities of the committee to facilitate a better understanding of the progress of the Project;
- h) Consult regularly with organizations, service providers, contractors and anyone with an interest in the Project to be familiar with their issues and concerns, and report back to the committee; and
- i) Provide information and reports on the Project to support the activities of the Community Engagement Committee.

### **Decision-Making Authority**

- 17. The Committee will be advisory in nature.
- 18. BC Hydro will be legally responsible for decisions regarding the development and implementation of the Project, direction to contractors, and for implementation of mitigation and follow-up programs specified in the conditions of the environmental assessment certificate, and the decision statement approving the Project, as well as conditions of permits and authorizations required for construction;
- 19. BC Hydro and the Hudson's Hope will give the input, concerns and issues identified by the Community Engagement Committee full and fair consideration.

## **Public Communication**

20. The Co-chairs will be jointly responsible for any public communications regarding Community Engagement Committee activities.

## **Records**

21. The Community Engagement Committee will designate one of the representatives other than the Chairs to act as the secretary to the Community Engagement Committee (the “**Secretary**”).
22. The Secretary will provide each representative with a copy of the minutes of the Community Engagement Committee's meeting within twenty (20) Business Days after the end of each meeting. The representatives of either Party will have twenty (20) Business Days after receipt of such minutes to provide written notice to the Secretary of any error or omission in the minutes. If no notice is received by the Secretary within twenty (20) Business Days then the minutes as circulated will be the final minutes.
23. If the Secretary receives written notice of any error or omission in the minutes then the Secretary shall promptly re-issue a revised draft of the minutes correcting the noted error or omission to the representatives of the other Party. If the representatives of the other Party advise the Secretary that they agree with the revised draft, then the Secretary will re-issue the revised draft as the final minutes. If the representatives of the other Party advise the Secretary in writing that they do not agree to the revised draft or have not responded to the Secretary within five (5) Business Days of receipt of the revised draft, then the Secretary will submit the revised draft of the minutes to the next meeting of the Community Engagement Committee for discussion. If the Community Engagement Committee cannot agree to the revised draft, the disputed portion will be deleted and the remaining minutes will be issued by the Secretary as the final minutes, with an addendum to the minutes setting out the material aspects of the disputed matter. If changes to the minutes are approved by the Community Engagement Committee, then the approved minutes will be re-issued by the Secretary as the final minutes.
24. A version of the minutes revised and circulated in accordance with Section 23 of this Schedule “A” shall be deemed to replace all prior versions of the same and shall be deemed correct as written or distributed.

## **Term**

25. The Community Engagement Committee will be in place throughout the life of the Site C Dam, that is July 14<sup>th</sup>, 2015 to the end of service date for the Project.

Jun 28, 2015