DISTRICT OF HUDSON'S HOPE
AGENDA - REGULAR COUNCIL MEETING
Council Chambers
March 4, 2024
(*Start time to follow the Committee of the Whole meeting that is being held at 6:00 pm*)

First Nations Acknowledgement

The District of Hudson's Hope would like to respectfully acknowledge that the land on which we gather is in the traditional territory of the Treaty 8 First Nations.

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1. Call to Order:

2. Delegations:

3. Notice of New Business:

4. Adoption of Agenda by Consensus:

5. Declaration of Conflict of Interest:

6. Adoption of Minutes:

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7. Business Arising from the Minutes:

8. Public Hearing:

9. Staff Reports:

SR1	Curling Rink Lease Agreement	Page 9
SR2	2024 Local By-Election Results	Page 35
SR3	Replacement Apparatus for the 2007 Spartan/Toyne	Page 38
SR4	RFQ - Hudson's Hope Community Centre	Page 40

10. Committee Meeting Reports:

11. Bylaws

B1 Garbage Collection Amendment No. Bylaw 942, 2024 Page 67

B2 Property Maintenance Bylaw No. 941, 2024 Page 86

B3 Municipal Ticket Information System Bylaw No. 943, 2024 Page 106

12. Correspondence:

C1 Hudson's Hope Radio Amateur Cub Page 124

C2 Ministry of Health – Funding for Bulterys House Page 125

C3 Forest Enhancement Society of BC Page 126

C4 Notice of Site C Construction Activities: April to June 2024 Page 130

13. Reports by Mayor & Council

14. Old Business:

DIARY	Diarized
» Commercial Water Rate Increase-annual budget Consideration	2019
» ATV Campground – Naming / Memorial Plaque	2022
» Council Remuneration Policy	2023
» Indigenous Cultural Safety and Cultural Humility Training Grant	2023

15. New Business:

NB1 NCLGA Proposed Resolutions Page 137

16. Public Inquiries:

17. In-Camera Session

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18. Adjournment

REGULAR COUNCIL MEETING
District Office – Council Chambers
February 12, 2024, 6:00 pm

Present:	Mayor Travous Quibell Councillor Debbie Beattie Councillor KK Charlesworth Councillor James Cryderman Councillor Tashana Winnicky Councillor Tina Jeffrey Youth Councillor Taylor Sanderson
Staff:	Chief Administrative Officer, Crystal Brown Corporate Officer, Andrea Martin Director of Public Works, Robert Dauphinee Deputy Fire Chief Allan Graham
Other:	There were four community members in the gallery.

DRAFT

1. CALL TO ORDER

Mayor Quibell called the meeting to order at 6:00 pm.

2. DELEGATIONS

3. NOTICE OF NEW BUSINESS

4. ADOPTION OF AGENDA BY CONSENSUS

RESOLUTION NO.069/2024
M/S Councillors Beattie/Winnicky
That Council varies the agenda to deal with Item No. 15 (Public Inquiries).
CARRIED

5. DECLARATION OF CONFLICT OF INTEREST

Mayor Quibell declared a conflict of interest for Item C6 – Hudson's Hope Lions Club Financial as he is a member of this organization that was awarded a Grant in Aid assistance in 2023.

15. PUBLIC INQUIRIES

6. ADOPTION OF MINUTES

M1 REGULAR COUNCIL MINUTES JANUARY 29, 2024

RESOLUTION NO. 070/2024
M/S Councillors Jeffrey/Cryderman
That the minutes of the January 29, 2024, Regular Council Meeting be adopted as presented.
CARRIED

M2 SPECIAL COUNCIL MINUTES FEBRUARY 4, 2024

RESOLUTION NO.071/2024
M/S Councillors Jeffrey/Winnicky
That the minutes of the February 4, 2024, Special Council Meeting be adopted as presented.
CARRIED

7. BUSINESS ARISING FROM THE MINUTES

8. PUBLIC HEARING

9. STAFF REPORTS

SR1 CANOE PROCUREMENT GROUP OF CANADA

RESOLUTION NO. 072/2024
M/S Councillors Jeffrey/Winnicky
That Council receives the report titled “Canoe Procurement Group of Canada” dated February 12, 2024; further, that Council authorizes the use of Canoe Procurement Group of Canada as an acceptable procurement method for the District of Hudson’s Hope; and further, that the Mayor and Chief Administrative Officer be authorized to sign the agreement on behalf of the District of Hudson’s Hope.
CARRIED

SR2 DISPOSITION OF THE SURPLUS 1999 BERYL PRAIRIE PUMPER

RESOLUTION NO. 073/2024
M/S Councillors Jeffrey/Beattie
That Council receives the report titled “Disposition of the Surplus 1999 Beryl Prairie Pumper” dated February 12, 2024; further, that Council accepts the high bid of $25,000 plus applicable taxes for the sale of 1999 Beryl Prairie Pumper.
CARRIED

SR3 NOTICE OF CLOSED SESSION – MARCH 2, 2024

RESOLUTION NO. 074/2024
M/S Councillors Winnicky/Jeffrey
That Council receives the report titled "Notice of Closed Session – March 2, 2024" dated February 12, 2024; further, that Council authorizes a Special Closed Meeting on Saturday, March 2, 2024, at 9 am, for the purpose of Council Orientation and Strategic Planning, under the authority of the Community Charter, s.90(1)(c) Labour relations, and s.90 (1)(k) –Preliminary Discussion of Proposed Services.
CARRIED

SR4 PEACE RIVER AGREEMENT ANNUAL DEVELOPMENT PLAN

RESOLUTION NO. 075/2024
M/S Councillors Jeffrey/Beattie
That Council receives the report titled "Peace River Agreement Annual Development Plan" dated February 12, 2024; further, that Council approves the attached District of Hudson's Hope 2023 Peace River Agreement Annual Development Plan.
CARRIED

10. COMMITTEE MEETING REPORTS

11. BYLAWS

B1 DISTRICT OF HUDSON'S HOPE PROPERTY MAINTENANCE BYLAW NO. 941, 2024

RESOLUTION NO. 076/2024
M/S Councillors Cryderman/Winnicky
That Council receive the report titled "District of Hudson's Hope Property Maintenance Bylaw No. 941, 2024" dated February 12, 2024; further, that Council gives "District of Hudson's Hope Property Maintenance Bylaw No. 941, 2024" first and second reading.
CARRIED

B2 DISTRICT OF HUDSON'S HOPE GARBAGE COLLECTION AMENDMENT BYLAW NO. 942, 2024

RESOLUTION NO. 077/2024
M/S Councillors Cryderman/Winnicky
That Council receive the report titled "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" dated February 12, 2024; further, that Council gives "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" first and second reading.
CARRIED

DRAFT

B3 DISTRICT OF HUDSON'S HOPE MUNICIPAL TICKET INFORMATION SYSTEM BYLAW NO. 943, 2024

RESOLUTION NO. 078/2024
M/S Councillors Cryderman/Winnicky
That Council receive the report titled "Municipal Ticket Information System Bylaw No. 943, 2024" dated February 12, 2024; further, that Council gives "Municipal Ticket Information System Bylaw No. 943, 2024" first and second reading**.**
CARRIED

RESOLUTION NO. 079/2024
M/S Councillors Winnicky/Jeffrey
That Staff review neighbouring municipalities bylaws regarding fine amounts with respect to Bylaw No. 941, 2024, Bylaw No. 942, 2024, and Bylaw No. 943, 2024; further, that a report be brought to a future Committee of the Whole Meeting.
CARRIED

12. CORRESPONDENCE

C1 SUPPORT FOR BILL 34

RESOLUTION NO. 080/2024
M/S Councillors Jeffrey/Winnicky
That Council receive the correspondence titled "Support for Bill 34" for discussion.
CARRIED

RESOLUTION NO. 081/2024
M/S Councillors Jeffrey/Beattie
That Council authorizes a letter of support for Bill 34 and the *Restriction Public Consumption of Illegal Substances Act*.
CARRIED

C2 WEST FRASER SAWMILL CLOSURE

RESOLUTION NO. 082/2024
M/S Councillors Winnicky/Cryderman
That Council receive the correspondence titled "West Fraser Sawmill Closure" for information.
CARRIED

C3 COMMUNITY TOWN HALL INVITE

RESOLUTION NO. 083/2024
M/S Councillors Jeffrey/Winnicky
That Council receive the correspondence titled "Community Town Hall Invite" for discussion.
CARRIED

DRAFT

RESOLUTION NO. 084/2024
M/S Councillors Cryderman/Jeffrey
That Council authorize two members of Council to attend the Community Town Hall regarding crime, hosted by MLA Dan Davies, in Fort St John on Thursday February 15, 2024.
CARRIED

C4 LETTER OF APPEAL – VAL PAICE

RESOLUTION NO. 085/2024
M/S Councillors Jeffrey/Beattie
That Council receive the correspondence titled "Letter of Appeal – Val Paice" dated January 30, 2024, regarding the refusal of a temporary use permit for a laydown yard on Drew Road, for discussion.
CARRIED

C5 THANK YOU FROM DREW ROAD

RESOLUTION NO. 086/2024
M/S Councillors Winnicky/Beattie
That Council receive the correspondence titled "Thank You from Drew Road" for information.
CARRIED

C6 HUDSON'S HOPE LIONS CLUB

Mayor Quibell left the meeting at 6:45 pm for a declared Conflict of Interest.

Councillor Winnicky assumed the role of Acting Mayor.

RESOLUTION NO. 087/2024
M/S Councillors Jeffrey/Cryderman
That Council receive the correspondence titled "Hudson's Hope Lions Club" for discussion.
CARRIED

Council noted that they were pleased that the Lions Club provided an update regarding the Lions Kitchen Trailer project.

Mayor Quibell returned to the meeting at 6:46 pm.

13. REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES

14. OLD BUSINESS

16. NEW BUSINESS

DRAFT

15. IN-CAMERA SESSION

ICSR1 NOTICE OF CLOSED SESSION – FEBRUARY 12, 2024

RESOLUTION NO. 088/2024
M/S Councillors Winnicky/Charlesworth
That Council recess to a Closed Meeting for the purpose of discussing the following items:

- Agenda Items ICM1 and ICM2 - Community Charter Section 90(1)(b), closed meeting minutes, and
- Agenda Item ICSR1 and ICSR2 - Community Charter Section 90(1)(c), labour relations or other employee relations.

CARRIED

Mayor Quibell recessed the meeting for a Closed Session at 6:48 pm.

17. ADJOURNMENT

Mayor Quibell reconvened the open meeting and adjourned at 8:38 pm.

CERTIFIED A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF COUNCIL HELD MONDAY, FEBRUARY 12, 2024.

_____ _____

Travous Quibell, Mayor Andrea Martin, Corporate Officer

DRAFT

STAFF REPORT

TO: **Mayor and Council**

FROM: **Robert Dauphinee, Director of Public Works**

DATE: **March 4, 2024**

SUBJECT: **Curling Rink Lease Agreement**

RECOMMENDATION:
That Council receives the report titled " Curling Rink Lease Agreement " dated March 4, 2024, for discussion.

BACKGROUND:
The Bullhead Mountain Curling Club and the District of Hudson's Hope (District) entered into a lease agreement granting the Bullhead Mountain Curling Club exclusive use of the Curling Rink from September 11, 2023, to May 15, 2024.

DISCUSSION:
On February 21st, 2024, the District received notification of ice melting at the curling rink due to a compressor failure. Upon investigation, it was discovered that the compressor had been manually shut off, and a representative from the curling rink deactivated the system. The rink representative said they shut the compressor off when they noticed the elevated brine temperature. That warm brine was recirculating to the ice surface, likely due to a problem with the compressor.

In response, the District promptly contacted Yeti to address the issue, and they confirmed their intent to conduct a site visit on March 4, 2024, to investigate the plant and determine the cause of the compressor failure.

Late that same day, the District received an email from a rink representative who explained the situation, advising staff that, considering the time of year, they were unlikely to reinstate the ice for the remainder of this season. They Bullhead Mountain Curling Club have requested financial relief on the lease agreement due to the premature conclusion of their curling season.

FINANCIAL CONSIDERATIONS:
The terms of the lease include a rental fee of $10,000 for the specified duration. The ice was put in around September 21, 2023, and would historically stay in place until approximately April 1st. The compressor failure resulted in the loss of 40 days of ice time, which equals 20% of the available curling time this season.

ALTERNATIVE OPTIONS:
1. That Council receives the report titled "Curling Rink Lease Agreement " dated March 4, 2024, for information.
2. That Council provides further direction.

ATTACHMENTS:

1. Bullhead Mountain Curling Club Lease Agreement

Prepared By: *Robert Dauphinee, Director of Public Works*

Approved By: *Crystal Brown, Chief Administrative Officer*

BULLHEAD MOUNTAIN CURLING CLUB

BUILDING LEASE

THIS AGREEMENT dated for reference the 10 day of Oct, 2023.

BETWEEN:

DISTRICT OF HUDSON'S HOPE, a municipality incorporated under the laws of British Columbia and having its office at Box 330, Hudson's Hope, B.C., V0C 1V0.

Facsimile number: (250) 783-5741

(the "**District**")

AND:

BULLHEAD MOUNTAIN CURLING CLUB (Inc. No. S-0038100), a society duly incorporated under the laws of the Province of British Columbia and having its registered office at 10311 Gething Street, Hudson's Hope, B.C., V0C 1V0

(the "**Club**")

WHEREAS:

A. The District is the registered owner in fee simple of those properties legally described as:

Parcel Identifier: 013-680-145
Lot 9
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 9**")

Parcel Identifier: 013-023-519
Lot 10
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 10**")

Parcel Identifier: 013-684-256

Lot 11
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 11**")

Parcel Identifier: 013-680-056
Lot 17
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 17**")

Parcel Identifier: 013-680-013
Lot 18
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 18**")

and

Parcel Identifier: 013-680-030
Lot 19
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 4115

("**Lot 19**");

B. The District also owns in fee simple that area of land to the east of Lots 9, 10 and 11 which was formerly road (the "**Former Road**");

C. The Club commenced constructing a curling rink building for the District (the "**Building**") and the District completed construction of the Building;

D. The Building is located on most of Lot 18, part of Lot 9, Lot 10, Lot 11, Lot 17, and Lot 19 and part of the Former Road (collectively, the "**Lands**"), and the footprint of the Building is shown on Schedule "A" of this Agreement;

E. The Club desires to lease the Building for the purpose of operating a curling rink and club and the District agrees to lease the Building to the Club on the terms and subject to the conditions set out in this Lease;

NOW THEREFORE in consideration of the premises and payments under this Lease and other good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, the District and the Club covenant and agree as follows:

Grant Of Lease

1. The District, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Club, does hereby lease to the Club and the Club does hereby lease and take from the District the Building, together with all improvements located thereon.

Lease Term

2. The term of this Lease shall be for eight (8) months - one season beginning on September 11, 2023, (the "**Commencement Date**"), and shall terminate on May 15, 2024 (the "**Term**").

Extensions

3. The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

Lease of Building

4. The District hereby demises and leases to the Club the Building (the "**Lease**") for a Term of one eight (8) month season from the Commencement Date, to have and to hold for the Term, and the Club does hereby accept the demise and lease of the Building, subject to all the covenants, conditions and agreements contained in this Lease.

Option to Renew Lease

5. The Club may, if not in default under this Lease, renew this Lease four (4) times for a further term of 5 years each on the same terms and conditions except this renewal option, which is modified accordingly each time. This option may be exercised by the Club giving notice in writing to the District in the manner provided for giving notices not earlier than 6 months and not later than 90 days prior to the expiry of the Term or the renewal of the Term, as the case may be.

6. In the remainder of this Lease, the word "Term" refers to the Term as it may be renewed.

Ownership of Building

7. The District and the Club agree that the title to and ownership of the Building was, is and will be at all times, before, during and after the Term, vested in the District.

Ownership of Equipment

8. The District agrees that the furnishings and non-fixed equipment in the Building belong to the Club, including the curling stones, ice sheet mats, scoreboards, , chairs, benches, tables, shelving, kitchen appliances and dishes, and all other items (the "**Equipment**").

Parking License

9. The District hereby grants to the Club a non-exclusive license (the "**Parking License**") to enter upon those paved parking areas shown in solid black on the sketch plan attached as Schedule "B" (the "**Parking Area**") in order to use the Parking Area only for vehicle parking purposes and only in association with use of the Building.

10. The Parking License commences on the Commencement Date and expires at the end of the Term or such earlier date that the Lease may terminate.

11. The Club acknowledges that the Parking Area is used by users of the community hall and other nearby buildings and the Club acknowledges that parking may or may not be available in the Parking Area.

12. The Club may permit the Parking Area to be used for vehicle parking by its members, directors, officers, employees, and invitees when they are using the Building.

13. The Club shall ensure that all its users obey all rules and regulations posted by the District at the Parking Area, including rules and regulations that may prohibit parking longer than a specified number of hours or that may prohibit overnight parking.

14. The Club acknowledges that the District may temporarily close all or parts of the Parking Area from time to time or parking may not available on occasion if the District chooses to clear ice and snow, resurface or otherwise repair or maintain the Parking Area.

15. The Club further acknowledges that the Parking Area represents significant sites in the downtown core and the District may change or even reduce the Parking Area from time to time.

Building Accepted "As Is"

16. Since the Club established the design parameters for the Building, approved the design and specifications for the Building, entered into most of the contracts for the construction of the Building, and administered those contracts, the Club accepts the Building "as is" and as being fit for the Club's purposes and the Club acknowledges that the District has made no representations or warranties whatsoever respecting the Building.

Use of Building

17. The Club shall use the Building for the purpose of operating a curling club, which may include a lobby, meeting rooms, washrooms, kitchen and a lounge for the consumption of food and drinks, including alcoholic drinks.

No Abandonment

18. Except during the months of April, May, June, July August and September, the Club shall not abandon the Building or leave the Building vacant or unoccupied or otherwise fail to use the Building as a curling rink for more than 15 consecutive days.

Public Use of Building

19. The Club shall at all times during the Term allow members of the public to become members of the Club on the terms of the Club's bylaws as attached as Schedule "C" and the Club shall not amend its bylaws to change the manner by which members of the public may become members of the Club.

20. The Club shall ensure that the Building and parts of the Building are made available for license by members of the public on the terms set out in section 29.

21. Except for times that the Building will be closed during the months of April 15th, to September 15th, the Club shall make the Building available for curling by members of the public who are not members of the Club, at a price not to exceed $10.00 per person per game (or such greater amount as the District may agree from time to time) from 7:00pm to 9:00pm on Wednesdays, only.

22. Despite the preceding section, if public use of the Building is not available because of a tournament, the Club is not required to offer public curling during that tournament day provided that the missing public curling time is offered during the permitted hours the preceding or the following week.

Rent

Rent will be ten thousand ($10,000.00) dollars per year. Rent will be renegotiated at each five-year renewal term.

Additional Rent

23. All monies other than Rent which is owed to the District by the Club shall be considered additional rent ("**Additional Rent**"), whether or not described as such in this Agreement, and shall be paid by the Club to the District immediately upon demand and Additional Rent shall be collectible as if the amounts were Rent.

Timing of Payment

24. The Club shall pay the Rent in yearly instalments, in advance, by cheque delivered to the Municipal Hall.

Interest

25. The Club will pay to the District interest at a rate equal to 5% per annum, calculated and compounded monthly, on all unpaid monies under this Agreement, from the due date for payment until the date of payment. This stipulation for interest will not prejudice any other right or remedy of the District under this Agreement or at law or at equity.

No Set-Off

26. Rent and Additional Rent are payable by the Club to the District without any set-off or deduction.

GST

27. The Club acknowledges that Goods and Services Tax ("**GST**") is payable in addition to the Rent and the Club shall pay GST to the District at the time of each instalment payment of the Rent, and the Club shall pay all taxes, charges, levies and other fees, including GST or any replacement tax, which may otherwise be payable in respect of this Agreement.

No Assigning or Subletting

28. The Club shall not assign this Agreement, and the Club shall not sublet all or any part of the Building except that the Club may sublease the kitchen. No sublease of the kitchen by the Club will release the Club from its obligation to observe or perform the Club's obligations under this Agreement, including the Club's indemnity.

Liquor License

29. The club may hold a Liquor License in the building, subject though to the following terms:

    (a) The Club must not license the entire Building or part of the Building for a use that is controversial or otherwise inappropriate for a building owned by a municipal government;

    (b) Before licensing, or altering the licensing, the Club must provide the District with all information requested by the District;

    (c) The Club shall not enter into any licences of the Building or part of it unless the licensee obtains liability insurance of $5 million or such greater amount required by the District from time to time; and

    (d) No license by the Club will release the Club from its obligation to observe or perform the Club's obligations under this Agreement, including the Club's indemnity.

Corporate Existence

30. The Club shall maintain its corporate existence and not take or allow any proceedings or steps toward dissolution and the Club shall provide the District each year of this Agreement with written confirmation from the B.C. Registrar of Companies that the Club

is validly-incorporated as a society, not in liquidation or receivership, and in good standing as to the filing of its annual reports.

Constitution and Bylaws

31. The Club shall operate strictly in accordance with the purposes of the Club as set out in its constitution and the procedures within its bylaws, both of which are attached as Schedule "C".

32. The Club must not materially amend its constitution or bylaws, as set out in Schedule "C", without the written consent of the District.

Not for Profit Status

33. The Club warrants, represents and agrees that it is and shall remain throughout the Term a not for profit society, duly incorporated and in good standing under the laws of the province of British Columbia and at the beginning of each calendar year during the Term, the Club must furnish to the District proof that it is a society in good standing with the Registrar of Companies.

Compliance with Laws

34. The Club will at all times use and occupy the Building and use the Parking Area in compliance with all statutes, laws, bylaws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all relating to environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, or hazardous material or hazardous substance, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

Zoning

35. The Club must not use or occupy the Building or permit a use or occupation of the Building in breach of the District of Hudson's Hope zoning bylaw, as amended from time to time.

No Nuisance

36. The Club will not use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Building or the Lands or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event and the Club will not carry on, or suffer or permit to be carried on, on the Building or the Lands any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the District, to any occupant of the Lands or any lands and premises in the vicinity of the Building, and to the public generally.

No Alterations

37. The Club may not expand, alter or improve the Building without the consent of the District, which consent may be unreasonably refused and which consent may include conditions imposed by the District.

Builders Liens

38. The Club must discharge all liabilities incurred by it for labour, equipment, materials or services on the date upon which each becomes due.

39. The Club shall not permit any liens, judgments or other charges to be registered against the Building or the Lands as a result of any act or omission of the Club or its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible or any claim or judgement against them. If any lien, judgment or other charge is registered, the Club will obtain its discharge within 30 days of its registration.

Filing Notice of Interest

40. Throughout the Term, the District is entitled to file a Notice of Interest pursuant to Section 3(2) of the *Builders Lien Act* in the appropriate Land Title Office against title to the Lands.

Repairs and Maintenance of Building

41. The District will be responsible for all maintenance, repair and upkeep of the building and all equipment within, except if repair is made necessary, in whole or in part, by the neglect, omission, default, breach, or negligence of the Club or its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible. All repairs will be in all respects to a standard equal to or greater the original work and material in the improvements, and will meet the lawful requirements of all statutory authorities. See Schedule "D" for further details.

42. The Club and the District will delegate a committee to review and submit recommendations to the District of Hudson's Hope Council and the Club on building maintenance annually or as required.

Utilities and Operating Costs

The District will be responsible for all operating costs associated with the building. Specifically, this includes electricity, natural gas, telephone (long distance blocked) and satellite TV

Ice Making

The club will be responsible for all aspects of ice making and maintenance throughout the curling season.

Associated Fixtures

43. In this Agreement, all references to the Building include all fixed or attached ice-making equipment, machinery, boilers, equipment, fixtures and other appurtenances.

Right to Inspect

44. The District may (but is not obligated to) do "in/out" checks and enter the Building at all reasonable times to determine if the Club is complying with all its obligations under this Agreement.

Repair According to Notice

45. The District may (but is not obliged to) issue a notice to the Club requiring repair or other work to the Building and the Club, if the Club is liable as detailed in Section 40, and will promptly do all repairs and other work pursuant to that notice.

Public Safety

46. The Club shall take all possible precautions to ensure the safety of persons using the Building.

Damage or Destruction

47. If the Building should suffer damage of 75% or more or be completely destroyed, by any cause whatsoever, whether or not the fault of the Club and whether or not insurance proceeds are payable to the District, Council of the District may, in its sole discretion, make a decision within 30 days of the damage or destruction whether to reconstruct the Building and the District will give notice to the Club of that decision.

48. The Club must cease to occupy the Building from the date of the damage or destruction.

49. Whether or not the District decides to reconstruct the Building, if insurance coverage is available, the Club must pay to the District the insurance deductible if the Club or any person for whom it was responsible was the cause or partial cause of the damage or destruction.

50. If the District decides not to reconstruct the Building, the Lease is immediately terminated as of the date of receipt by the Club of the District's notice of its decision. Pro-rated rent will be returned to the club, based on the date of termination of the lease.

51. Nothing in the preceding sections limits the indemnity within this Agreement, whether or not the District decides to reconstruct the Building.

Waste

52. The Club will not commit, suffer, or permit any wilful or voluntary waste, spoil or destruction of the Building.

Insurance Clauses

53. The Club must, at its sole expense, obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Lease and/or the Parking License in an amount of not less than $5,000,000.00 per occurrence.

54. On the Commencement Date and at other times upon demand by the District, the Club shall deliver to the District certified copies of the policies of insurance required to be maintained by the Club under this Agreement.

55. The District may, from time to time, notify the Club to increase the amount of insurance required by this Agreement and the Club will, within 45 days of receiving such a notice, cause the amounts to be increased and deliver to the District a letter from its insurer certifying the increase in the amount of insurance.

56. The Club shall ensure that all policies of insurance pursuant to this Agreement are:

    (a) placed with insurers licensed in British Columbia;

    (b) are written in the name of the Club and the District, as an additional insured;

    (c) contain a cross liability clause and a waiver of subrogation clause in favour of the District;

    (d) primary and do not require the sharing of any loss by any insurer that insures the District;

    (e) contain a clause to the effect that any release from liability entered into by the District prior to any loss shall not affect the right of the Club or the District to recover; and

    (f) endorsed to provide the District with 30 day's advance notice in writing of cancellation or material change.

57. All policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which the District consents. Consent, non-consent and/or authorized consent of the District will not constitute an agreement by the District to participate in the financial undertaking of the Club to satisfy any deductible payable. The Club will be solely responsible for any and all insurance deductible.

58. If the Club at any time fails to maintain any insurance it is required to maintain, then the District may (but is not obligated to) obtain and maintain such insurance in such amounts and with such deductible amounts and for such periods of time as the District reasonably deems advisable. The Club will pay to the District, on demand, the District's cost of so doing.

Release

59. The Club shall will note the District of Hudson's Hope as an "additional insured" on its insurance certificate and hereby releases the District and its elected and appointed officials, officers, employees, agents and others of the District from and against all demands and claims which the Club may have, now or in the future, in relation to this Agreement, the Building, the Parking Area, or the Club's use or occupancy of the Building, Parking Area, the Lands or any of the perils against which the Club shall have insured or pursuant to the terms of this Agreement is obligated to insure.

Indemnity

60. The Club will and hereby does indemnify and save harmless the District and its elected and appointed officials, officers, employees, agents and others of the District from any and all liabilities, damages, expenses, costs (including actual costs of professional advisors), claims, demands, suits, actions or other harm whatsoever, whether relating to death, bodily injury, property loss, property damage or other consequential loss or damage, in connection with or arising from:

(a) any breach of any obligation set forth in this Agreement to be observed or performed by the Club;

(b) any of the perils against which the Club shall have insured or pursuant to the terms of this Agreement is obligated to insure;

(c) any act, omission, or negligence of the Club, its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible;

(d) any incident or occurrence at the Building;

(e) any contamination or remediation costs;

(f) any builders lien filed against the Lands as a result of an act or omission of the Club or judgment or claim against it or any of its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible, including associated judgments;

(g) any incident or occurrence at the Parking Area involving the Club or any of its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible;

(h) the granting of the Lease or the Parking Licence; or

(i) any act or omission of the Club or any of its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible.

Survival of Indemnity and Release

61. The indemnities and release contained in this Agreement will survive the expiration or earlier termination of the Term.

Environmental Contamination

62. The Club will comply with the following provisions:

(a) The Club will assume any and all duties, obligations or liabilities under any relevant law in respect of the Building, including but not limited to any costs, expenses or

liabilities for any remedial action for any pollution of the Building or the Land caused by the Club before the expiration of the Term.

(b) The Club must provide the Council with immediate notice of any condition that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies.

(c) The Club must provide the Council with immediate notice in writing, upon the Club becoming aware of any contamination.

Club's Corporate Representations and Warranties

63. The Club covenants with, and represents and warrants to, the District that:

(a) the Club has the power and capacity to enter into this Agreement and to comply with and perform this Agreement:

(b) all necessary corporate proceedings have been taken to authorize the Club to enter into this Agreement and to execute and deliver this Agreement; and

(c) this Agreement has been properly executed by the Club and is a valid and binding obligation of the Club that is enforceable against the Club in accordance with its terms.

Notice

64. All notices to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission, or mailed by first-class prepaid registered mail (ExpressPost).

65. Any notice delivered by hand or sent by facsimile transmission shall be deemed to be given and received on the day it is sent. Any notice mailed shall be deemed to be given and received on the third day after it is posted (unless there is a mail strike, slow down or other labour dispute which might affect delivery, in which case the notice shall be effective only if actually delivered).

66. Notices shall be addressed to the addresses or facsimile numbers on page 1 or to such other address or facsimile number as may from time to time be advised by a party in writing.

67. Notices to the District must be addressed to the attention of the "Clerk".

Designation of Representatives

68. Within five days after the Club executes this Agreement, it must give notice to the District designating the Club's representatives for the purposes of this Agreement, including home telephone numbers in the case of an emergency. The Club may change its representatives by giving notice of the change to the District, with that change being effective on the date the notice is given.

Communication to Representatives

69. The Club's representatives are its representative for all purposes of this Agreement and unless this Agreement requires that a "notice" be given to the Club, all communications given to or received by a Club's representative have been given to the Club.

Notice of Default

70. If the Club fails to pay the Rent, Additional Rent or otherwise breaches this Agreement, the District may give the Club notice in writing of the default and if the default is curable, the time within which the default must be cured by the Club or no time for cure in the event of an emergency or urgent circumstances, as determined by the District, or where the Club has failed to keep in force the required insurance.

District's Right to Perform

71. If the Club fails to rectify or cure, to the satisfaction of the District, a default within the time specified in a notice for which the club is liable, as per Section 40,from the District and if the default is one that can be rectified or cured by the District, the District may without further notice to the Club, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, plus a 15% administration fee to represent time spent by District staff, shall be payable immediately by the Club as Additional Rent. Nothing in this Agreement obligates the District to rectify or cure any default of the Club but should the District choose to do so, the District shall not be liable to the Club for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

Distress

72. If the Rent or Additional Rent payable by the Club is in arrears, the District or a person authorized in writing by the District may enter upon the Building and seize any goods or chattels and may sell the same. Notwithstanding any other provision in this Agreement, the Club will not sell, transfer or otherwise encumber any buildings, goods or chattels on or affixed to the Building until the Club has complied with its obligations under this Agreement.

Provisos

73. Provided always and it is hereby agreed that the District may, without further notice to the Club, terminate the Lease and re-enter and take possession of the Building if the Club fails to rectify or cure, to the satisfaction of the District, a default within the time specified in a notice from the District (if time for cure has been provided) or if the default is one that cannot be rectified or cured.

No Compensation

74. The Club will make no claim for compensation, in damages or otherwise, upon the lawful termination of the Lease, except as per section 49. If the District terminates this Lease, the District retains the right to proceed at law against the Club for all of Rent and Additional Rent and other loss or damage and costs, including all prospective losses or prospective

damages suffered or to be suffered by the District arising from the default of the Club under this Lease.

Costs

75. If the Club defaults under this Agreement, the Club will pay to the District the District's full and actual costs including legal costs arising from the default, whether before action or otherwise, plus a 15% administration fee to reflect District staff time.

Dissolution

76. If any step is taken, an order is made, a resolution passed or a petition filed for the liquidation or winding up or dissolution of the Club or if a receiver or receiver-manager is appointed to administer or carry on the Club's business, then at the option of the District, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the District may re-enter and take possession of the Building.

Bankruptcy

77. If this Lease is at any time seized or taken in execution or in attachment by any creditor of the Club, or if the Club should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Club or the Club consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Club to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the District, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the District may re-enter and take possession of the Building.

Condition of Building

78. At the expiration or earlier termination of the Term, the Club shall leave the Building and the Lands on which it is located in a clean, tidy, uncontaminated, safe, proper, and vacant condition, clear of all personal property, and all fixtures or improvements constructed, installed or affixed to the Building by the Club shall become the absolute property of the District free of all encumbrances without payment of any compensation to the Club, unless the District, in its sole discretion, requires the Club to remove all or any fixtures or improvements installed by the Club, in which case the Club shall do so within 15 days after expiry or early termination of this Agreement.

Transfer of Equipment

79. At the expiration or early termination of the Term, the Club shall remove its owned furnishings and equipment within the Building.

Quiet Enjoyment

80. Subject to this Lease, the Club may peaceably hold and enjoy the Building during the Term without interruption or disturbance by the District or any person lawfully claiming under the District.

Holding Over

81. If the Club should hold over after the expiration of the Term and the District should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, except that the monthly rent shall be three times the rent payable for the last month of the Term.

Legal Costs

82. Each of the District and the Club is responsible for its own legal costs in relation to the preparation and negotiation of this Agreement.

Own Cost

83. Except as expressly set out in section 40; the Club shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

Advertising

The club, at is sole discretion, may secure and display advertising in part of the building to offset operating costs of the club.

Law to the Contrary

84. This Agreement shall inure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

No Obligations on District

85. The rights given to the District by this Agreement are permissive only and nothing in this Agreement:

    (a) imposes any duty of care or other legal duty of any kind under the law or tort or otherwise on the District to the Club or to anyone else;

    (b) obliges the District to enforce this Agreement, which is a policy matter within the sole discretion of the District.

Severance

86. If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Governing Law

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

No Waiver

88. Waiver by the District of any default by the Club shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

Amendment

89. This Agreement may not be modified or amended except by an instrument in writing signed by the District and the Club.

Remedies Not Exclusive

90. No remedy conferred upon or reserved to the District is exclusive of any other remedy under this Agreement or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

No Joint Venture

91. Nothing in this Agreement shall constitute the Club as the agent, joint venture or partner of the District or give the Club any authority or power to bind the District in any way. This Agreement creates only the relationship of District and Club.

Club

92. Any reference to the "Club" includes, where the context allows, members, directors, employees, agents, sub-clubs, licensees, volunteers, and invitees of the Club and all others over whom the Club may reasonably be expected to exercise control and any default in observing or performing the Club's obligation by such person will be deemed to be defaults of the Club.

Charges on Title

93. The Club shall abide by and observe all requirements and restrictions on the title to the Lands registered prior to the Commencement Date.

Other Dispositions

94. The District reserves the right to grant rights of way, easements, covenants and other dispositions of the Lands or any part of it in a manner consistent with this Agreement and the Club shall execute any such document if requested by the District. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is consistent with this Agreement if it does not charge the Building.

Powers Preserved

95. Nothing in this Agreement affects the right of the District to exercise its powers within its jurisdiction.

Headings

96. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Agreement.

Interpretation

97. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so permits or requires.

Entire Agreement

98. The provisions of this Agreement constitute the entire agreement between the District and the Club and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to this subject matter, except the Assignment Agreement.

Time of Essence

99. Time is of the essence of this Agreement.

Continuation of Obligations

100. This unfulfilled obligations of the Club under this Agreement shall survive the expiry or earlier termination of this Agreement.

Decisions by District

101. Approvals, consents and other decisions of the District under this Agreement may be made on its behalf by its Corporate Officer.

Further Assurances

102. The District and the Club shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

Covenants and Conditions

103. All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

Registration

104. The Club agrees that the District is not required to provide this Lease in registerable form.

Inurement

105. This Agreement shall inure to the benefit of and be binding upon the parties and any successor of the District.

Schedules

106. The following schedules are attached to and form part of this Agreement:

Schedule "A" – Footprint of the Building
Schedule "B" – Parking Area
Schedule "C" – Club's Constitution and Bylaws
Schedule "D" – Maintenance Requirements

DATED the day of , 2023.

The Corporate Seal of **DISTRICT OF HUDSON'S HOPE** was hereunto affixed in the presence of:

[redacted]

Mayor: Travous Quibell

[redacted]

Corporate Officer: Andrea Martin

C/S

DATED the 05 day of Oct , 2023.

The Corporate Seal of **BULLHEAD MOUNTAIN CURLING CLUB** was hereunto affixed in the presence of:

Devin Burkitt [redacted]

Authorized Signatory

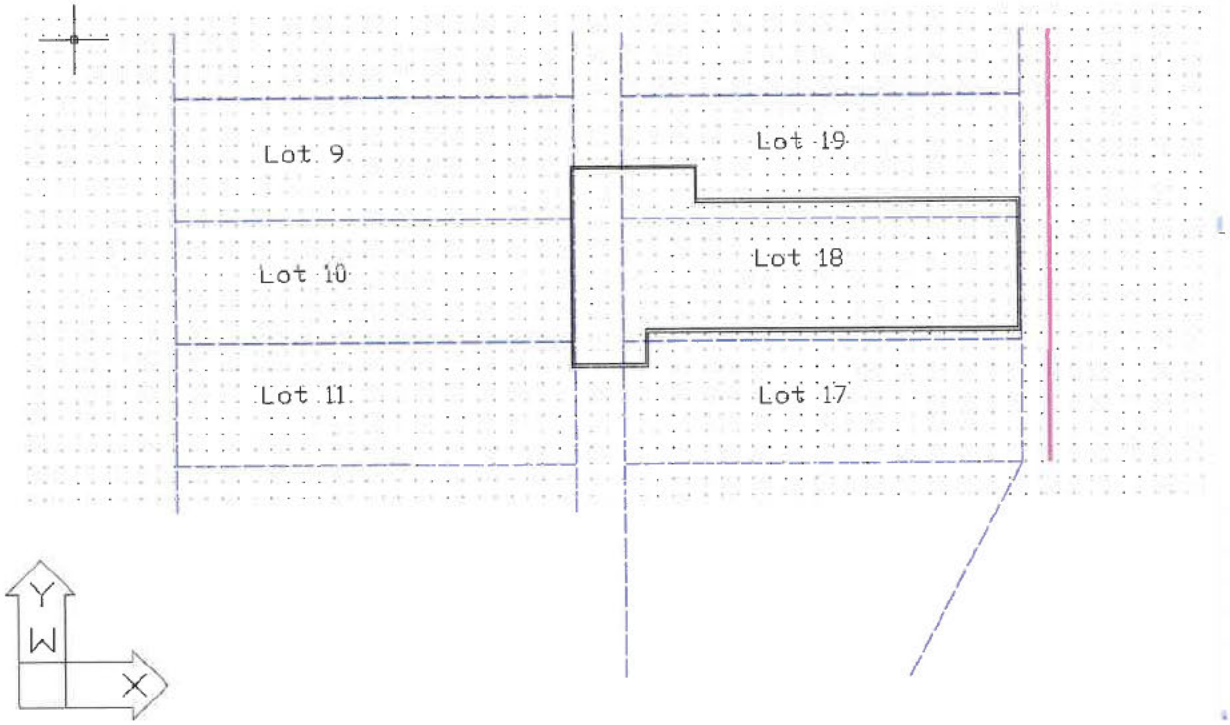
Corey Baxter [redacted]

Authorized Signatory

C/S

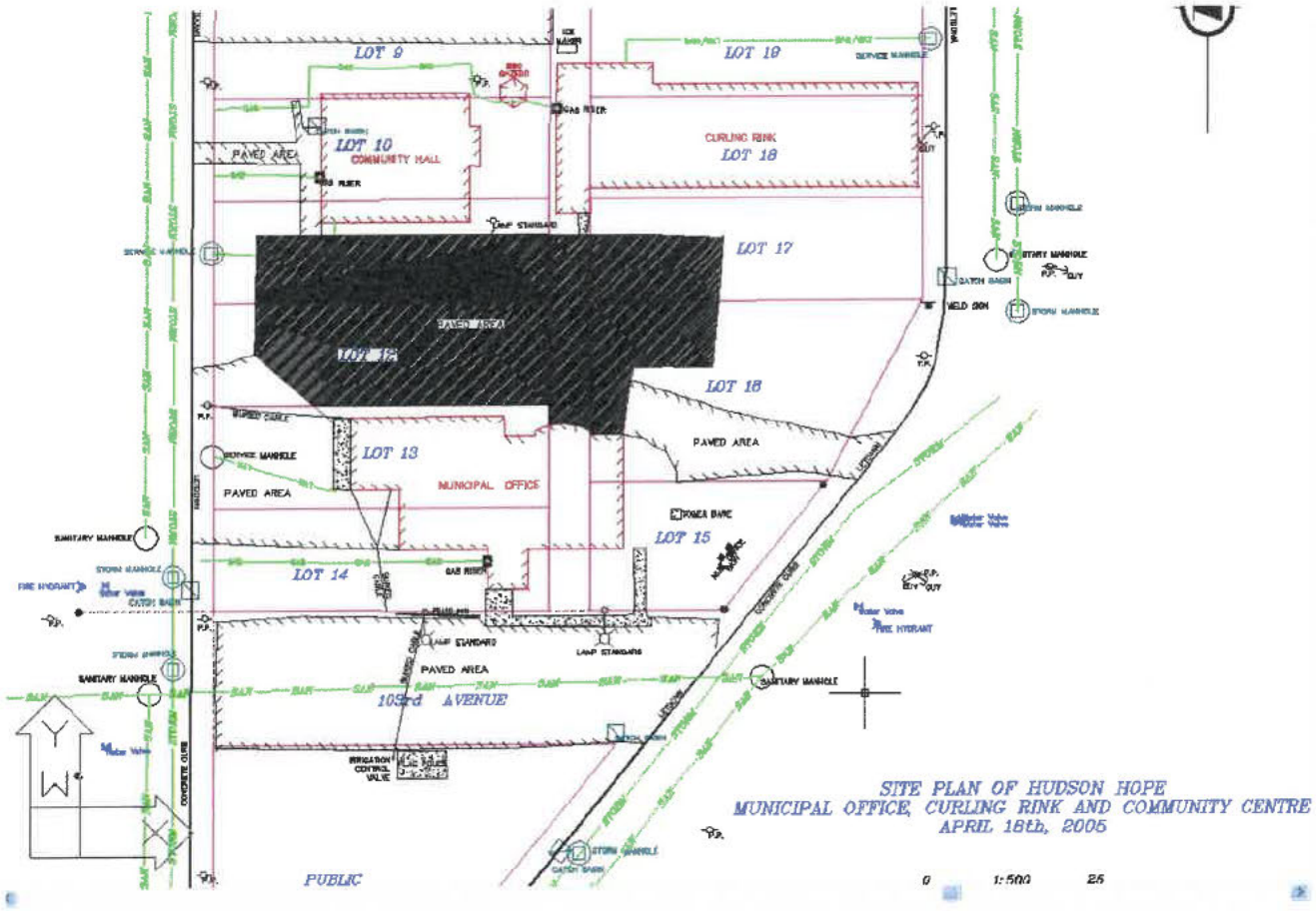
Schedule "A"

SKETCH PLAN SHOWING FOOTPRINT OF THE CURLING RINK BUILDING



Schedule "B"

PARKING AREA



Schedule "C"

CLUB CONSTITUTION AND BYLAWS

Schedule "D"

MAINTENANCE REQUIREMENTS

MAINTENANCE, REPAIRS AND OPERATIONS

Club shall use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair. In this regard, Club shall use its best skills and efforts to serve the Club of the property and shall purchase necessary cleaning supplies and services, window cleaning, refuse disposal, required to maintain the facility in an attractive state.

Emergency Repairs: Should emergency repairs be required through which the club is not liable (ie. Furnace stops working in the winter on a Friday night, hot water tank springs a leak), the curling club will make every effort to contact the owners rep, the CAO, at 250-783-0942. Should the owners rep not be available within 2 hours of the initial attempt, the curling club shall initiate the emergency repair process, with all costs being transferred to the owner

Club's Alterations: The Club shall have the right, at its sole expense, from time to time, to redecorate the Building and to make such non-structural alterations and changes in such parts thereof as the Club shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Building. .

Permits and Expenses: Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable (ie. when the club is liable for a repair). Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Building so that the Building at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workman like manner.

STAFF REPORT

TO: **Mayor and Council**

FROM: **Becky Mercereau, Chief Election Officer**

DATE: **March 4, 2024**

SUBJECT: **2024 Local By-Election Results**

RECOMMENDATION:
That Council receive the report titled "2024 Local By-Election Results" dated March 4, 2024, which provides Council with official notification that Greta Goddard was declared elected in the 2024 Local By-Election held on February 24, 2024, with 93 votes, for information.

BACKGROUND:
At the close of voting on February 24, 2024, preliminary election results were that Greta Goddard was elected as Councillor with 93 votes. Final election results confirmed the preliminary results with no change and were declared on February 26, 2024.

With 280 votes cast, the District received a 53% voter turn out.

DISCUSSION:
The results were posted on the District of Hudson's Hope website and Facebook, a PSA was emailed out, and posters were hung at the Post Office, Beryl Prairie water stand, and District Office. The required notice will be sent to the BC Gazette within 30 days of the elected candidate taking office.

FINANCIAL CONSIDERATIONS:
The by-election cost approximately $9,700.

Election costs include staffing costs, ballots, meals, and supplies.

ATTACHMENTS:
1. Declaration of Official Election Results
2. Determination of Election Results

Prepared By: *Becky Mercereau, Chief Election Officer*

Approved By: *Crystal Brown, Chief Administrative Officer*

Form No. 14-2
One Position
LGA s.146(2)(a), VC s. 108(2)(a)

DISTRICT OF HUDSON'S HOPE

DECLARATION OF OFFICIAL ELECTION RESULTS

LOCAL BY-ELECTION – 2024

COUNCILLOR

I, Becky Mercereau, Chief Election Officer, do hereby declare elected, Greta Goddard, who received the highest number of valid votes for the office of Councillor.

Dated at Hudson's Hope, BC
This 26th day of February, 2024.

"Becky Mercereau"

Chief Election Officer

Form No. 14-1
LGA s.145(8), VC s.107(8)

DISTRICT OF HUDSON'S HOPE
DETERMINATION OF ELECTION RESULTS
LOCAL BY-ELECTION – 2024

	GILLISS, NICOLE	GODDARD, GRETA	KING, JOSEPH NATHAN	PAICE, VALERIE	STACEY, KIMBERLY
Advance Voting Opportunity: February 14, 2024 – Hudson's Hope Community Hall Mail Ballot Voting	12	36	10	10	39
General Voting Opportunity: February 24, 2024 – Hudson's Hope Community Hall	40	57	19	5	51
TOTAL NUMBER OF VOTES	52	93	29	15	90

This determination of official election results was made by the Chief Election Officer on February 26, 2024 at 10:45 am and is based on ballot accounts as amended or prepared by the Chief Election Officer.

_____

Chief Election Officer

STAFF REPORT

TO: **Mayor and Council**

FROM: **Fred Burrows**

DATE: **March 4, 2024**

SUBJECT: **Replacement Apparatus for the 2007Spartan/Toyne known as Engine**

RECOMMENDATION:
That Council receives the report titled "Replacement Apparatus for the 2007 Spartan Tonye, known as Engine 1" dated March 4, 2024; further, that Council authorizes capital budget pre-approval in the amount of $1,677,888.00 USD (excluding taxes) for the purchase of the Quint Engine fire truck, with an anticipated delivery time of 610 – 720 days after the completion of the pre-construction meeting and signing of the purchase order; and further, that Council determine funding streams for the project during the 2024 budget deliberations.

BACKGROUND:
The presentation made during the March 4, 2024, Committee of the Whole meeting, provides the background for the report and highlights the future needs of the fire department in regards to the replacement of Engine 1.

The presentation identifies a Quint type engine as the apparatus to meets the future needs of the community along with moving the fire department ahead for the next 20 – 25 years.

DISCUSSION:
When comparing the present 2007 Spartan/Toyne to the proposed Quint Engine the differences are immense. The Quint Engine, with the elevated master-stream and the 77-foot aerial device will allow the fire department to reach the upper floor and roof structure on the seven, three storey buildings that are presently within our community. It will allow the fire department to engage in fire attack on large foot-print single storey building with more precision and effectiveness. This apparatus will provide the fire department with a mechanism to safely rescue a person or persons from that upper floor should those areas be accessible.

The proposed Quint Apparatus will provide a higher level of safety for firefighter in all situations, such as a chimney fires where the roof is steep or is a metal, covered with snow and where the chimney comes high off the roof line, this apparatus will create a safer environment. The risk to fire fighters will be reduced when laddering a building where the perimeter wall is lined in solar panels, or the roof surface is covered in solar panels.

This apparatus will be an important asset as future community housing changes and where three storey duplexes or triplexes become more common, yet you will have fire fighting equipment that will not leave the community vulnerable should there be more development of three or four storey buildings in the future.

The question, why can't we extend and wait five more years before purchasing? The chart below in financial considerations, is the chart taken from the presentation showing the growing increase in costs by waiting till 2029 to purchase and what is the impact.

FINANCIAL CONSIDERATIONS:
If extending the present apparatus for an additional five years and how that will impact apparatus pricing based on the current price and increases.

2024 pricing is $1,670.888.00. This does not include the February 4.5% increase as it is being with held, as the supplier is honoring the price provided prior to the posted price increase. The average annual increase has been 15.07% and using that increase for future predictions.

2025 pricing $1,670,888.00 + **$150,380.00** = $1,821,268.00

2026 pricing $1,821,268.00 + **$274,465.00** = $2,095,733.00

2027 pricing $2,095,733.00 + **$315,827.00** = $2,411,560.00

2028 pricing $2,411,560.00 + **$363,422.00** = $2,774,982.00

2029 pricing $2,774,982.00 + **$418,189.00** = $3,193,171.00

Waiting an additional 5 years to replace Engine 1 (2007) the district will have a cost increase of $ **1,522,283.00 USD**. It would be an estimated total cost of **$3,193,171 USD**.

Funding for this project will be determined during budget deliberations.

ALTERNATIVE RECOMMENDATION:
1. That Council receive the report titled "Replacement Apparatus for the 2007 Spartan Tonye, known as Engine 1" dated March 4, 2024, for discussion.
2. That Council provide further direction.

ATTACHMENTS AND EXTERNAL LINKS:
None.

Prepared By: *Fred Burrows, Director of Protective Services*

Approved By: *Crystal Brown, Chief Administrative Officer*

STAFF REPORT

TO: **Mayor and Council**

FROM: **Chris Cvik, Special Projects**

DATE: **March 4, 2024**

SUBJECT: **RFQ - Hudson's Hope Community Centre**

RECOMMENDATION:

That Council receives the report titled "RFQ – Hudson's Hope Community Centre" dated March 4, 2024, further, that Council authorizes the Chief Administrative Officer to notify the following four companies they have been shortlisted through the Request for Qualifications process and will be sent a Request for Proposal package as the next step towards the replacement of the Hudson's Hope Public Library and Community Centre:

I. Station One Architects
II. KMBR Architects Planners Inc.
III. Urban Arts Architecture
IV. Arcadis Architects

BACKGROUND:

At the November 27, 2023, Council Meeting, Council approved the following:

> ***MOVED, SECONDED, and CARRIED***
> *That Council receives the report titled "Request For Qualifications - Architect Services" dated November 14, 2023; further, that Council authorizes the issuance of a Request For Qualifications to obtain Architect Services for Phase 1 of the new Multi-use Community Centre, including Program & Scope Development, Concept Design, Schematic Design, and development of a project budget.*

DISCUSSION:

On January 2, 2024, the District of Hudson's Hope (District) posted "Request for Qualifications (RFQ) District of Hudson's Hope New Community Centre Integrated Design Process" on BC Bid, CIVIC Info, and the District's website, with a closing date of February 2, 2024. The District received 12 responses to the RFQ within the required timeframe. All the responses were from qualified companies and the review committee had a difficult time to narrow down the list of firms to receive the Request for Proposal (RFP) document. Firms who submitted responses include:

Onymous	Ph5 Architecture Inc	Carscadden
Mad Studio Inc	Faulkner Browns Architects	Reimagine Architects
Arcadis	Urban Arts Architecture Inc	KMBR Architects Planners
Station One Architects	MOTIV Architects	SAHURI

The RFQ process was intended to identify two to three qualified firms that will be asked to submit a detailed RFP submission on the construction of a new Community Hall and Public Library. Upon careful review, the evaluation committee is recommending that four firms be invited to undertake the Request for Proposal submission process.

The outcome of Stage 1 of the RFP will be a detailed design and financial estimate for a new facility. All the firms understand that proceeding to Stage 2 which is the actual construction, will depend on the final cost, outcome of a referendum, and external grants that may be available. Also, just because a firm is selected through the RFP process, it does not guarantee that they will be the firm selected for Stage 2 of the project.

FINANCIAL CONSIDERATIONS:

During the next phase, which is the RFP process, the three shortlisted firms will be asked to provide a detailed plan for the completion of Phase 1 of the project. This will include a financial cost to engage the community and prepare a design.

ALTERNATIVE OPTIONS:

1. That Council receives the report titled "RFQ – Hudson's Hope Community Centre" dated March 4, 2024, for information.
2. That Council provide further direction on firms to include or exclude from the RFP process.

OTHER CONSIDERATIONS:

Before development of the RFP, Council will need to determine the full scope of the project, including deliverables, public engagement expectations, decision making authority, and reporting process. Not having a well documented plan at the beginning of the project will lead to increased costing and delays.

ATTACHMENTS

1. Request for Qualifications (RFQ) District of Hudson's Hope New Community Centre Integrated Design Process

Prepared By: *Chris Cvik, Special Projects*

Approved By: *Crystal Brown, Chief Administrative Officer*

Request for Qualifications (RFQ)

District of Hudson's Hope
New Community Centre

Integrated Design Process

January 2024

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ADDENDUM

Request for Qualifications (RFQ)
District of Hudson's Hope
New Community Centre

RFQ ADDENDUM #1

Date of Addendum: January 11, 2024

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remains in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

4.3 Respondent's Submission

Respondents are requested to submit three (3) hard copies and one (1) USB memory stick copy of their submission. Submissions shall be submitted in a sealed envelope using the Proposal Envelope Template found in Appendix 3 of this document. **Submissions may also be sent electronically in pdf format to clerk@hudsonshope.ca**

Addendum #1 allows for final submissions to be sent electronically.

ADDENDUM

Request for Qualifications (RFQ)
District of Hudson's Hope
New Community Centre

RFQ ADDENDUM #2

Date of Addendum: January 17, 2024

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remains in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Addendum #2 clarifies that the Final Development Design phase is part of the Stage 1 scope of work once the RFP is issued. This clarification impact Section 1.3.4 and 1.3.5.

1.3.4 While it is uncertain when the District may receive funding from upper levels of government, the District is proceeding with retaining Architect Services in a two-stage contract approach. The contract approach is identified below:

a) Stage 1 Contract includes: Program & Scope Development Phase, Concept Design Phase, Schematic Design Phase, and final Development Design phase.

b) Stage 2 Contract includes: ~~**Design development Phase**~~, Construction documentation, Tender, Construction, Quality Management, Commissioning and Warranty.

1.3.5 The MUCC Project Leaders will direct and coordinate the project and is leading this RFQ to retain an Architect Team to undertake the next phase of work. Below are the expected milestones for the entire project.

Milestone	**Date**
RFQ - Notice of successful respondents January 30, 2024	March 1, 2024

Issue RFP to successfully pre-qualified firms	June 2024
Award of Stage 1 Contract for Architect Team Services	September 2024
Concept Design option approved	January 2025
Schematic Design approved	May 2025
Development Design approved	September 2025
End of Stage 1 – Decision to Proceed	December 2025
Award of Stage 2 Contract for Architect Team Services	*TBD*
~~***Design Development Phase complete / approved***~~	*TBD*
95% Construction Documents complete	*TBD*
Bid Document Review complete	*TBD*
Revisions made and approval to tender	*TBD*
Site Plan Process	*TBD*
Building Permit	*TBD*
General Contractor Pre-qualification complete	*TBD*
Issue Tender	*TBD*
Award of Construction Contract	*TBD*
Occupancy	*TBD*

ADDENDUM

Request for Qualifications (RFQ)

District of Hudson's Hope

New Community Centre

RFQ ADDENDUM #3

Date of Addendum: January 19, 2024

NOTICE TO ALL POTENTIAL RESPONDENTS
The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remains in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

2.1 Integrated Design Process (IDP)

The District desires to engage an experienced Integrated Design Team to take this project from concept to completion and commissioning. The process will involve two main stages and several phases including but not limited to:

Some clarification is required on whether the project is an Integrated Design Process (IDP) or an Integrated Project Delivery (IPD) project as explained in the attached link.
- https://www.hdrinc.com/ca/insights/ipd-101-better-design-greater-consensus-integrated-project-deliver

The intent is to undertake an Integrated Design Process (IDP).

Addendum #3 clarifies the intent of the RFQ is an Integrated Design Process (IDP) **not** an Integrated Project Delivery (IPD) project.

ADDENDUM

Request for Qualifications (RFQ)

District of Hudson's Hope

New Community Centre

RFQ ADDENDUM #4

Date of Addendum: January 26, 2024

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remains in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

2.0 Scope of Work

2.1 Integrated Design Process (IDP)

The District desires to engage an experienced Integrated Design Team to take this project from concept to completion and commissioning. The process will involve two main stages and several phases including but not limited to:

Stage 1

1. Pre-Design
    a. Team composition and coordination
    b. IDP facilitator
    c. Visioning charrette preparation, hosting
    d. Concept Design report with magnitude of cost
2. Schematic Design
    a. Team coordination
    b. Schematic design documents
    c. Key meetings including charrettes and workshops
    d. Preliminary financial estimate
3. Design Development (final design)
    a. Team coordination
    b. Design development report
    c. Detailed financial report

Addendum #4 clarifies the intent on the role of the Facilitator is specific to the Integrated Design Process (IPD) and not an Integrated Project Delivery (IPD) project.

QUESTIONS

Additional questions that have been received and responded to via email.

Is the budget provided a "project" or "construction" budget? The amount provided was an estimate based only.

Can the District share the proposed Building Area available at this time? It has not been finalized. Options included replace existing building and location, or expand off other recreation amenities (i.e., arena). Has not been finalized, looking for input through RFP process.

Section 4.2 section 1 requests to include "respective projected costs of their involvement". We understand this to be an RFQ and no Fees are being submitted at this time. Please confirm no fees are required. Correct.

Are Hourly Rates for various positions required as part of this Submission? No.

The RFQ outlines 4 primary subconsultants - Structural, Mechanical, Electrical, Civil.

Would the District like the inclusion of larger team qualifications?: ie. Cost, Code, Envelope, Landscape Architecture. Or will these sub-consultants be included as part of the team submissions for Short-listed teams later in the process? If you have information on the larger team, please include.

Will the District contract its own cost estimate? or should the prime consultant carry this contract? Prime.

I am writing to ask if a full consultant team is required for our response to this request for qualifications. Each submission will be evaluated on the strength of its' submission. If you have a full team, please include it.

It seems that only the architectural design team qualifications are currently required and that sub-consulting engineers are not. Section 4 on the evaluation criteria is looking for sub-consultant team qualifications:

Provide a one (1) page bio for each of the following Engineering Leads: Structural, Electrical, Civil and Mechanical, indicating experience, extent of individual's time to be devoted to the project, and notable achievements in the area of this work assignment and include services on a minimum of two (2) comparable projects with description, role on the project, construction budget and year substantially completed.

Evaluation of the Staff will include an assessment of the firm's overall ability to provide adequate resources to this project.

As this project is proposed to be delivered using an Integrated Design Process (IDP), could you please clarify:

1) Is the District Retaining an IDP facilitator for inclusion in the team? No.

2) If one if not provided by the District, does the architect need to have internal experience with IDP delivery, or can a 3rd party IDP facilitator be subcontracted as part of the project team? Can be either.

3) Does the IDP facilitator need to be named in the proposal response? Ideally, I would say 'yes' that the IDP facilitator needs to be named in the proposal response. The reason is that we are shortlisting firms that are qualified in the IDP delivery. No naming them would make it difficult to properly evaluate a firms submission and whether they are qualified.

The RFP asks for an IDP approach. As per the link and paragraph above, there are two ways this process happens. One is informal - which is basically what Architects do all day long. We work with all stakeholders and our consultant team to put together the best solution that meets the various needs, site constraints, budget etc. The critical thing is that all the stakeholders and all the consultants are involved from the start, not brought in later.

Not sure what you mean by informal IDP. At this time, the RFP is to identify experienced firms with IDP experience. I suspect that through the process, there will always be the need for input from structural, mechanical, and electrical engineers as they implement the design and suggest appropriate systems. Is this what you mean by informal or conventional design?

On the reference template, there is a field that asks "Hudson's Hope Public Library: Yes/No Reno/New" and one that asks "Others Yes/No Reno/New". Can you clarify the expected answers to these questions? We think perhaps you want confirmation that the referenced project includes a library or the other scope items, but your clarification would be appreciated.

In terms of your first question, you are correct in that we are looking for the type of renovation project or new construction. If you have worked on a library project, was it a new build or renovation of an existing structure. Under the 'Others' section, please outline one of the other larger projects your firm has worked on and again, whether it was a new build or renovation.

Could you confirm if you're looking for Design Team only for this, or if you're wanting a General Contractor included in Phase I for pricing purposes? If a contractor is included in the Phase I for pricing, would you deem them as being in conflict and ineligible to bid on the project when it coms to that phase?

Our focus is on the Design Team. I would say that if you have the General Contractor information to include it. You can always identify it separately if you feel that will be easier. The GC would still be eligible to bid on the project when it comes to that phase.

Who would be responsible for costing? Should the consultant team carry a cost consultant? Or will the client hire a third party? And if the consultant team will be responsible for costing, could this be a General Contractor OR a Quantity Surveyor (Cost Consultant)?

General Contractors can be a little more in tune with conditions on the ground, particularly with a "remote" site like Hudson's Hope.

And a final follow up question - if it can be a GC, would that then bar them from submitting to a future tender process?

The consulting team would be responsible for costing. I suspect the consulting team would identify the type of person to want to use in this role (i.e. General Contractor or Quantity Surveyor). I agree that a qualified General Contractor would have a better understanding with the conditions on the ground in northeast BC.

If it is a General Contractor, the firm would not be barred from submitting to a future tender process.

Our team has a question for this RFQ. The evaluation criteria for this RFQ requests information on the Architect / Design Team and Sub-Consultants in the proposal criteria, but does not mention the builder/general contractor (GC).

Could you please clarify if we would need to include a builder's qualifications in the RFQ proposal response as well? Or will the District issue a separate RFQ for contractors?

Thanks for your question. If you have builder's qualifications, please include it with your proposal. As stated in our documentation, the intent we are trying to achieve through the RFQ Process is to develop a short-list of qualified firms to send out the RFP document. In this sense, if you feel including the builders' qualifications, will provide a more comprehensive submission, please include them if they are available.

Any luck getting answers on whether this is a formal or informal IDP project, or what the desired energy target/framework might be?

To answer your remaining questions. No decision on formal vs. informal IDP and no discussion or direction on desired energy target/framework.

Section 1 – Company Overview requests a brief overview of your firm, including size, years in service and other relevant information including an organizational chart.

Could you kindly clarify whether Hudson's Hope is requesting an organizational chart showing the structure of the prime consultant firm or the project team?

Overview for your company is fine. If you have information on the project team, you can include as well.

On page 4, first 3 questions (regarding an "IDP Facilitator") – this Facilitator role is specific to IPD projects, not IDP (the Facilitator trains, guides, engages and monitors the project team on the IPD process itself). We assume that this role is not required. Agree.

At the bottom of page 7 and page 8, the Q&As discuss inclusion of a General Contractor in the submission, which would not be appropriate for an IDP (but would be essential to an IPD). We assume that general contractors will not be named to the teams. Some firms have close working relationships with particular General Contractors and would likely use them on this project if they were successful, so it is up to the submitting firm if they wish to include information on the General Contractor.

Section 1 – Company Overview requests: Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

Could you please clarify the meaning and requirements of the projected costs Hudson's Hope is requesting?

Thanks for your email. The cost question will become important through the RFP process as we look to see if the cost of the prime is all inclusive of whether there are other sub costs that will need to be considered as part of the overall evaluation. For now, please focus on the prime and expertise of any sub-contractors and their relationship with the prime.

At the bottom of page 7 and page 8, the Q&As discuss inclusion of a General Contractor in the submission, which would not be appropriate for an IDP (but would be essential to an IPD). We assume that general contractors will not be named to the teams.

Some firms have close working relationships with particular General Contractors and would likely use them on this project if they were successful, so it is up to the submitting firm if they wish to include information on the General Contractor.

Section 1 – Company Overview requests: Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

Could you please clarify the meaning and requirements of the projected costs Hudson's Hope is requesting?

The cost question will become important through the RFP process as we look to see if the cost of the prime is all inclusive of whether there are other sub costs that will need to be considered as part of the overall evaluation. For now, please focus on the prime and expertise of any sub-contractors and their relationship with the prime.

Please advise on / confirm:

1) The properties or parcels that will form part of this engagement including those which may be required to accommodate municipal off-street parking requirements in a dedicated or shared capacity.
2) The current legal, current utilized and desired occupant load for the Community Hall.
3) That property surveys, site utilities and servicing and geotechnical information is available and will be provided to the successful candidate prior to the commencement of Integrated Design Process services.

The responses to your questions have not been finalized and will be made clearer through the RFP process.

1.0 The Project

1.1 The Project Overview:

To design and engineer a new multi-use community centre for the District of Hudson's Hope.

The new Multi-Use Community Centre (MUCC) building will be the focal point for year-round indoor community programming and events.

1.2 Project Background:

1.2.1 Hudson's Hope is a District Municipality in northeastern British Columbia, Canada, in the Peace River Regional District. Having been first settled along the Peace River in 1805, it is the third-oldest European-Canadian community in the province. The District of Hudson's Hope slogan is the "Playground of the Peace".

1.2.2 The District is planning for the replacement of the existing Community Hall and the Hudson's Hope Public Library (Library) with a new combined Multi-Use Community Centre, which houses a community hall, public Library, multi-use space and other amenities as outlined in Section 1.3.

1.2.3 While it is uncertain when the District may receive funding from upper levels of government, the District is immediately proceeding with the Stage 1 Phases for: Program & Scope Development Phase, Concept Design Phase, Schematic Design Phase, and development of a project budget.

1.2.4 The District will be undertaking a referendum to determine if the community is financially supportive of the project.

1.2.5 It is expected that at the end of Stage 1 Contract - there will be a decision by the District Council whether the District will proceed with Stage 2.

1.3 Project Description:

1.3.1 The District is planning for the replacement of the existing Community Hall and the Hudson's Hope Public Library with a new combined MUCC which houses a community hall with commercial kitchen, public library, and additional meeting / multiuse spaces. Other optional amenities in the wishlist include a cafeteria, running track, and a children's play zone.

1.3.2 The community hall portion of the new building must increase the legal occupancy compared to the current facility. The building must be complete with built in storage to accommodate tables, chairs, and event equipment, as well as a kitchen facility

for catering functions. The library portion of the building must have a children's reading area, quiet reading space, office areas, storage space, and meeting rooms.

1.3.3 The MUCC is expected to have a functionally linked modern multi-use community centre that reflects the nature of Hudson's Hope to meet the present and future needs of residents and visitors to Hudson's Hope in accordance with approved project schedule and approved project budget, in a transparent process, using quality design and construction methods. The MUCC will create a community hub with safe and accessible spaces, which support community engagement, learning, culture, sport, tourism, health and wellness and personal growth for all residents and visitors to Hudson's Hope.

1.3.4 While it is uncertain when the District may receive funding from upper levels of government, the District is proceeding with retaining Architect Services in a two-stage contract approach. The contract approach is identified below:

c) Stage 1 Contract includes: Program & Scope Development Phase, Concept Design Phase, Schematic Design Phase, and final Development Design phase.

d) Stage 2 Contract includes: Design development Phase, Construction documentation, Tender, Construction, Quality Management, Commissioning and Warranty.

1.3.5 The MUCC Project Leaders will direct and coordinate the project and is leading this RFQ to retain an Architect Team to undertake the next phase of work. Below are the expected milestones for the entire project.

Milestone	**Date**
RFQ - Notice of successful respondents January 30, 2024	March 1, 2024
Issue RFP to successfully pre-qualified firms	June 2024
Award of Stage 1 Contract for Architect Team Services	September 2024
Concept Design option approved	January 2025
Schematic Design approved	May 2025
Development Design approved	September 2025
End of Stage 1 – Decision to Proceed	December 2025
Award of Stage 2 Contract for Architect Team Services	*TBD*
Design Development Phase complete / approved	*TBD*
95% Construction Documents complete	*TBD*

Bid Document Review complete	*TBD*
Revisions made and approval to tender	*TBD*
Site Plan Process	*TBD*
Building Permit	*TBD*
General Contractor Pre-qualification complete	*TBD*
Issue Tender	*TBD*
Award of Construction Contract	*TBD*
Occupancy	*TBD*

2.0 Scope of Work

2.1 Integrated Design Process (IDP)

The District desires to engage an experienced Integrated Design Team to take this project from concept to completion and commissioning. The process will involve two main stages and several phases including but not limited to:

Stage 1

4. Pre-Design
    a. Team composition and coordination
    b. IDP facilitator
    c. Visioning charrette preparation, hosting
    d. Concept Design report with magnitude of cost
5. Schematic Design
    a. Team coordination
    b. Schematic design documents
    c. Key meetings including charrettes and workshops
    d. Preliminary financial estimate
6. Design Development (final design)
    a. Team coordination
    b. Design development report
    c. Detailed financial report

Note: A decision to proceed will be made at the end of Stage 1.

Stage 2

7. Construction Documentation
    a. Preparation of construction documents, specifications and drawings
    b. Tender documents
8. Bidding, Construction and Commissioning
    a. Preparation of procurement documents
    b. Assist in evaluation and selection of construction team
    c. Management of construction process
9. Building Operation
    a. Final report
    b. As-built drawings

c. Operations manual

2.2 Pre-Qualification Process

It is the intent of the District to **prequalify three (3) Integrated Design Teams**, which will result in a short list of Integrated Design Teams that will be invited to submit a proposal in response to the subsequent RFP.

2.3 Procurement Process

At this time, the District has not chosen a particular procurement process for the project. Recommended procurement methods should be provided in the respondent's proposal.

3.0 Project Timeline

3.1 Pre-Qualification Timeline

Initial circulation of Request for Qualifications	January 2, 2024
Deadline - submitting questions concerning the RFQ	January 26, 2024
Close of RFQ	February 2, 2024
Interviews and site visits	February 16, 2024
Notice of successful respondents	March 1, 2024

Sealed proposals clearly marked in the form as provided in Appendix 3 for:

"District of Hudson's Hope

New Community Centre
Integrated Design Process Proposal"

Submissions will be received at the District office until 2:00 PM MDT, February 2, 2024. Submissions received after that time will not be considered. Incomplete proposals may be rejected at the sole discretion of the District.

3.2 Budget

Total estimated budget for this project will likely be in the range of $6.0 million - $9.0 million Canadian depending on the final design. This includes the demolition of the existing community hall, the IDP process and construction of the new multi-use community centre. The existing community hall was built in 1968 (55 years old). A hazard assessment has NOT been undertaken to determine if asbestos is present in the building.

3.3 Contact Person

All questions regarding this RFQ should be directed to: Chris Cvik, Special Projects. Questions will only be accepted in writing.

- email, chris.cvik@hudsonshope.ca
- fax: 250-783-5741, or
- District of Hudson's Hope, PO Box 330, 9904 Dudley Drive, Hudson's Hope, BC, V0C 1V0

4.0 Evaluation

4.1 Evaluation Committee

The evaluation committee to determine three short-listed 'pre-qualified' Integrated Design Teams, will be formed from members of the District of Hudson's Hope Council, a representative from the Hudson's Hope Public Library, and District staff.

4.2 Evaluation Criteria (Submission Requirements)

The District reserves the right to short-list firms that, in the opinion of the Evaluation Committee, best addresses the needs of the District. The following are to be part of each submission.

Cover Letter: Company Name and Contact Information (Maximum 1– 8 ½ x 11 pages). Acknowledge receipt of all addenda.

Section 1: Company Overview (Maximum 2– 8 ½ x 11 pages)

Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

A brief overview of your firm, including size, years in service and other relevant information including an organizational chart.

Section 2: Project Understanding (Maximum 5– 8 ½ x 11 pages)

Describe the Respondent's interest in the project and sensitivity to the project objectives. Respondents are to confirm their understanding of the Project and Scope of Work and clearly define how they would go about achieving same, noting the MUCC shall be completed in a two-stage approach. Highlight any specific experience or proposed approach to address the issuing of the two contracts and the willingness and ability of the proponent to enter negotiations in the event that the District proceeds with Stage 2 contract.

Value Added:
Respondents are to include any additional information regarding their firm and/or services that could prove beneficial to the evaluation team in assessing their proposal. Include other considerations not covered in the RFQ.

Section 3: Architect and Design Team Qualifications
Provide a one (1) page bio/CV for each of the Architects Staff that would be directly involved in the project, indicating experience, credentials role on the project, extent of individuals time to be devoted to the project, and notable achievements in the area of this work assignment and include services on a minimum of two (2) comparable projects with description, role, construction budget and year substantially completed. An AIBC Certificate of Practice for the Architect firm must be provided.
Evaluation of the Staff will include an assessment of the firm's overall ability to provide adequate resources to this project.
Highlight any special qualifications for any other Architect team members.

Section 4: Sub-consultant Team Qualifications
Provide a one (1) page bio for each of the following Engineering Leads: Structural, Electrical, Civil and Mechanical, indicating experience, extent of individual's time to be devoted to the project, and notable achievements in the area of this work assignment and include services on a minimum of two (2) comparable projects with description, role on the project, construction budget and year substantially completed.
Evaluation of the Staff will include an assessment of the firm's overall ability to provide adequate resources to this project.

Section 5: Qualifications and collaboration of the Team working together on prior projects (Maximum 2– 8 ½ x 11 pages)
Provide evidence of the team's experience working together in particular the Architect and Engineering Leads.

Section 6: Comparable Projects (Maximum 2– 8 ½ x 11 pages per project)
Respondents shall include at least two (2) comparable projects that ideally include a library or community center that have been successfully completed by the firm in the past ten (10) years. This shall include a description of the facility highlighting similarities with this project, the project team including relevant sub-consultants, as well as images, the client names, project value, construction value, date substantially completed, and construction method.

Section 7: References (Maximum 2– 8 ½ x 11 pages per reference)
Provide two (2) reference letters preferably for similar or comparable projects completed after January 2014 and provide project details on the tables in Appendix "4".
The District reserves the right to contact these references, where appropriate. In the interest of fair and equitable consideration to all Respondents, please do not list the District of Hudson's Hope as a reference for this section.

The Evaluation Criteria Matrix can be found in Appendix 1.

4.3 Respondent's Submission

Respondents are requested to submit three (3) hard copies and one (1) USB memory stick copy of their submission. Submissions shall be submitted in a sealed envelope using the Proposal Envelope Template found in Appendix 3 of this document.

4.4 Adjustments

Adjustments to the submitted responses will only be considered in writing and must be submitted prior to the closing time. Adjustments must be received in person or by fax at 250-783-5741.

4.5 Addenda

Addenda, if required, will be issued and shall hereby form part and parcel of the said Project. Failure to acknowledge the Addendum/Addenda issued will result in a non-compliant submission. All Addenda should be posted on District Website and BC Bids on or before **January 26, 2024,** or as adjusted by Addenda. It is the responsibility of the Proponent to have received all Addenda that have been issued by the District. No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. The District of Hudson's Hope will assume no responsibility for oral instructions or suggestions.

Please check with the District Website and BC Bids prior to submitting your submission for the number of addenda released and note in your cover letter.

5.0 General Conditions

5.1 No District Obligation

This RFQ does not commit the District in any way to select a preferred Integrated Design Team, or to proceed to discussions or negotiations for a Contract, or to award any contract. The District reserves the complete right to at any time reject all RFQ's, and to terminate this RFQ process for any reason.

Proponents are solely responsible for their own expenses in preparing, submitting the RFQ, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFQ.

5.2 No Contract

By submitting an RFQ and participating in the process as outlined in this request, proponents agree that no contract of any kind is formed from this RFQ.

5.3 Conflict of Interest

A proponent shall disclose in its RFQ any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected officials, or employees.

5.4 Solicitation

Proponents and their agents will not contact any member of the District Council, District staff, or contractors with respect to this RFQ, other than the named District representative named in Section 3.3 at any time prior to notification of successful shortlisted team or cancellation of this RFQ.

5.5 Indemnification

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFQ package or any written or oral information transmitted or made available at any time to a proponent by or on behalf of the District. Nothing in this RFQ is intended to relieve a proponent from forming its own opinions and conclusions in respect of this RFQ.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a proponent in preparing and submitting a proposal, or participating in negotiations or other activity related to or arising out of this RFQ. By submitting a proposal, each proponent shall be deemed to have agreed that it has no right to make such claims.

5.6 Confidentiality

The RFQ documents, or any portion thereof and any other confidential information to which a proponent may have access as a result of the RFQ process, may not be used by a proponent for any purpose other than submission of proposals.

5.7 Ownership of Proposals and Freedom of Information

Each proposal submitted, as well as any other documents received form a proponent, becomes property of the District, and as such subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a proponent. However, the District specifically reserves the right to distribute information about any proposal internally to its own council, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation and evaluation process.

5.8 Prohibition Against Gratuities

No respondent, and no employee, agent or representative of the respondent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, council member, agent, appointee or employee of the owner or the project team in connection with or arising from this RFQ. If the owner determines that this article has been breached by a respondent, the owner may exclude its submission from consideration, or if an agreement has already been entered into, may terminate it without incurring liability.

5.9 Time

The timing for the submission and receipt of proposals and any amendments thereto shall be determined by reference to Mountain Time.

APPENDIX 1 - Evaluation Criteria

Proposals will be evaluated and ranked by the steering committee. Evaluation criteria are as follows:

Firm's Qualifications (50%):

1. The firm's demonstrated ability to perform the required services with similar projects.

2. The firm's understanding of the proposed project as evidenced by the information provided in the RFQ submitted.

3. Demonstrated capability to deal effectively with the municipality and with the public.

Project Team (50%):

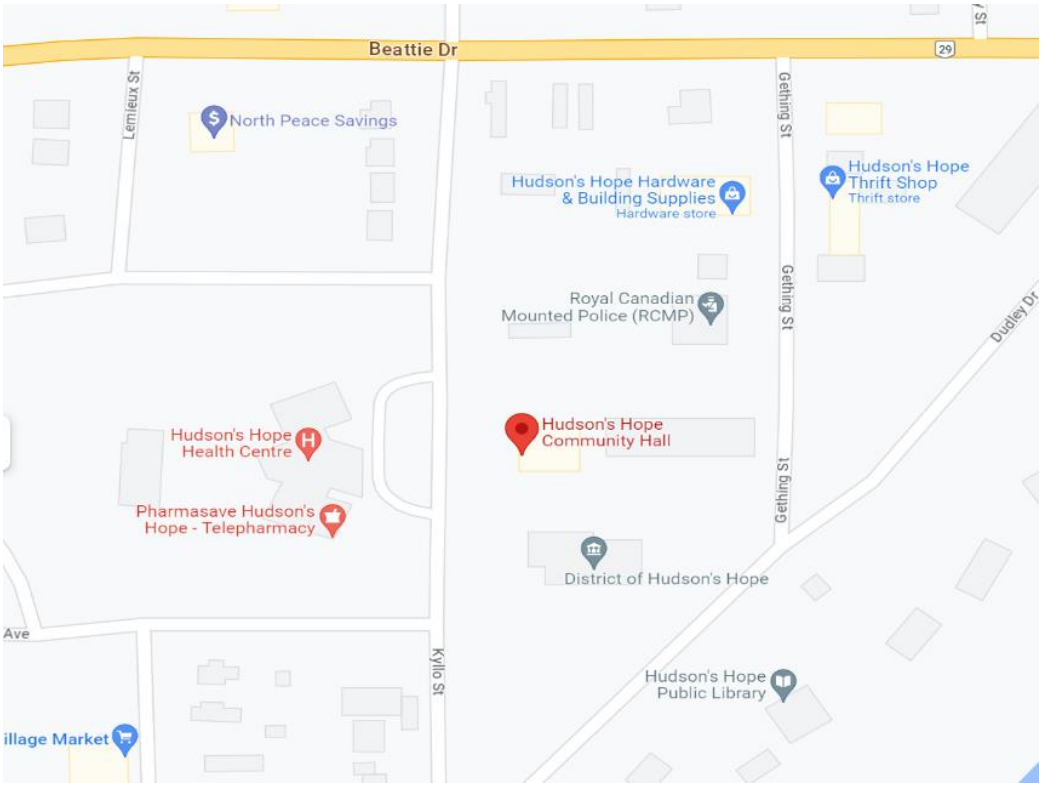
1. The professional experience, qualifications, and educational background of the Architect and Design Team assigned to this project in working together and conducting work of comparable size and complexity.

2. The professional experience, qualifications, and educational background of the Sub-Consultant Team assigned to this project in working together and conducting work of comparable size and complexity.

APPENDIX 2 – Current Community Hall Site Aerial Photo



Current Community Hall location



APPENDIX 3 - Proposal Envelope Template

THIS TEMPLATE TO BE USED FOR REQUEST FOR QUALIFICATIONS SUBMISSIONS

PROPOSAL FOR:

District of Hudson's Hope
New Community Centre
Integrated Design Process

PROPOSAL SUBMITTED BY:

NAME: _____

ADDRESS _____

_____

SEND PROPOSAL TO:

Chris Cvik, Special Projects
District of Hudson's Hope
PO Box 330, 9904 Dudley Drive
Hudson's Hope, BC, V0C 1V0

Received on:

Time: _____

Date: _____

APPENDIX 4 - Reference #1 Template

Project Name:	
Project Location:	
Client: Name and title	
Client Phone No.	
Client Email	
Description:	
Total Size (sq. ft. GFA):	
Hudson's Hope Public Library: Yes/No Reno/New	
Others: Yes/No Reno/New	
Year Substantially Completed:	
LEED Standard if applicable	
Construction contract type	
Client approved Total Construction Budget:	$
Total Construction Cost at completion:	$
Team Members for Architect: Name and Role	

APPENDIX 4 - Reference #2 Template

Project Name:	
Project Location:	
Client: Name and title	
Client Phone No.	
Client Email	
Description:	
Total Size (sq. ft. GFA):	
Hudson's Hope Public Library: Yes/No Reno/New	
Others: Yes/No Reno/New	
Year Substantially Completed:	
LEED Standard if applicable	
Construction contract type	
Client approved Total Construction Budget:	$
Total Construction Cost at completion:	$
Team Members for Architect: Name and Role	

STAFF REPORT

TO: **Mayor and Council**

FROM: **Crystal Brown, Chief Administrative Officer**

DATE: **March 4, 2024**

SUBJECT: **District of Hudson's Hope Garbage Collection Amendment No. Bylaw 942, 2024**

RECOMMENDATION:
That Council receive the report titled "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" dated March 4, 2024; further, that Council gives "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024", which regulates the storage and placement of garbage bins to prevent the attraction of dangerous wildlife into the District of Hudson's Hope, third reading.

BACKGROUND:
On February 12, 2024, Council passed the following resolution:

> ***MOVED, SECONDED, and CARRIED***
> *That Council receive the report titled "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" dated February 12, 2024; further, that Council gives "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" first and second reading*.

On January 8, 2024, Council passed the following motion:

> ***MOVED, SECONDED, and CARRIED***
> *That Council authorizes that the draft bylaws addressing concerns related to attracting wildlife to Hudson's Hope be discussed at a future Committee of the Whole Meeting prior to being presented to Council for adoption*.

During the August 28, 2023, Council Meeting, Corporal Erich Schmidt, Detachment Commander with the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services shared concerns with Mayor and Council that residents of Hudson's Hope are not complying with requests to remove attractants such as fruit trees and berry bushes, and that failure to do so, is causing an increase in bear activity and creating concerns for public safety.

Sgt. Lacey stated that he has worked with other communities with similar problems, and it has always come down to local council enacting bylaws that compel residents to clear their attractants and ensure that vacant or abandoned properties are properly maintained. In addition, to bylaw enforcement tools, Sgt. Lacey and Corporal Schmidt would like to see more public awareness created to educate residents.

DISCUSSION:

Key changes to the proposed District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024, include:

a. **Storage of Garbage:** Focus on the on the timing of when residents can place Garbage out for collection and when Garbage Containers are to be taken in. It is hoped that eliminating the situation of having Garbage placed out for pick-up overnight, that carnivores such as bears will be less inclined to be in town looking for food sources. Changes include:
   i. Restricting hours for when Garbage Bins may be put outs for collection to between 5:00 am and 8:00 am on collection day,
   ii. Stipulating that Garbage Containers must be removed from the collection area by 7:00 pm on collection day,
   iii. Requiring that Garbage and Garbage Containers must be stored in a manner inaccessible to wildlife, other than during the prescribed times on collection day,

b. **Enforcement:** The amendment will provide Bylaw Enforcement with the means to issue a monetary penalty for non-compliance. Changes include:
   i. Addition of Bylaw Enforcement Officer to the Definitions,
   ii. Clarification regarding who can enter onto a property to determine compliance with the Bylaw,
   iii. Establishing a mechanism for ticketing through the *Offense Act* and Municipal Ticket Information System, and
   iv. Determining that each day that an offense continues constitutes a separate offence.

c. **Housekeeping:** Changes include:
   i. The addition of Schedule A and B to the Bylaw as this had been previously missed, and
   ii. Fixing some of the Section Numbers.
   iii. Combined Sections 4.8 and 4.8(a) into one legal sentence.

A Consolidated version of the Bylaw showing the changes is attached for the Council's reference.

FINANCIAL CONSIDERATIONS:

The proposed changes to District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024, would provide for the following penalties for non-compliance of to be included in the Municipal Ticket Information System Bylaw:

Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Garbage placed outside of prescribed collection date or time	4(5)	$100.00
Garbage removed after prescribed time on collection day	4(10)	$100.00
Garbage not stored in an inaccessible manner	4(11)	$100.00
Obstruct Bylaw Enforcement Officer	2(a) or 2(b)	$240.00

***The first three fines listed above are lower than suggested in the Toolkit.**

During the February 12, 2024, Council Meeting, Council requested that staff look at neighbouring municipalities to determine how the proposed fines align with comparable infractions in the region. For comparison, staff looked at the District of Tumbler Ridge, the District of Chetwynd, and the City of Dawson Creek. The District of Tumbler Ridge was the only municipality that imposed requirements and fines regarding the storage and collection of garbage to prevent attracting wildlife into the municipal boundaries. However, the City of Dawson Creek did have a requirement regarding the timing for placing and removing the garbage cart for collection. Below is a summary of the information found:

Garbage placed outside of prescribed collection date or time	$100
Place a Bear-Resistant Collection Cart out for collection the night before scheduled day of collection	$50
Place cart after 7am or fail to remove before 7pm	$300

Garbage removed after prescribed time on collection day	$100
Fail to remove Bear-Resistant Collection Cart by 9pm on collection day	$50
Place cart after 7am or fail to remove before 7pm	$300

Garbage not stored in an inaccessible manner	$100

Obstruct Bylaw Enforcement Officer	$240
Obstruct Bylaw Enforcement Officer	$250
Obstruct an Official	$750

District of Hudson's Hope
District of Tumbler Ridge
City of Dawson Creek

COMMUNICATIONS AND OTHER CONSIDERATIONS:

A Public Service Announcement (PSA) was issued to communicate the proposed changes. Members of the public were encouraged to submit written comments or attend the COW Meeting if they have any questions or concerns. In addition, the proposed Bylaw was referred to the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services for comment.

Cpl. Schmidt responded that he had a read over of all the Bylaws and they look good. In recognition of that the proposed bylaws will result in a big change for the community, the District will need to ensure that the information will get distributed to the town as a whole. Cpl. Schmidt further noted the difficulties in getting residents to pay Bylaw Notice Enforcement tickets and inquired what the plan will be to enforce the Bylaws subject to residents not paying the ticket.

OPTIONS FOR FURTHER CHANGES TO THE PROPOSED BYLAW INCLUDES

1. Regulating the hours and storage of garbage bins to the months where dangerous wildlife is more likely to come into the District looking for food.
2. Amend the proposed fines.

ALTERNATIVE OPTIONS:

1. That Council receives the report titled "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024" dated March 4, 2024; further, that Council refers the District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024, to staff for changes.

ATTACHMENTS AND EXTERNAL LINKS:

1. Draft District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024
2. Consolidated District of Hudson's Hope Garbage Collection Bylaw No. 838, 2014
3. Wildlife Attractant Bylaw Toolkit

Prepared By: *Crystal Brown, Chief Administrative Officer*

DISTRICT OF HUDSON'S HOPE
BYLAW NO. 942, 2024

A Bylaw to amend Hudson's Hope Garbage Collection Bylaw No. 838, 2014

WHEREAS Council has the authority to create and amend Bylaws for the provision of garbage collection;

AND WHEREAS Council adopted "Hudson's Hope Garbage Collection Bylaw No. 838, 2014";

AND WHEREAS Council wishes to amend Hudson's Hope Garbage Collection Bylaw No. 838, 2014, to regulate the hours and manner that garbage can be put out for collection to discourage and prevent wildlife from entering the District of Hudson's Hope;

AND WHEREAS Council has the authority to impose fees and charges payable for the collection and disposal of garbage;

NOW THEREFORE the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

GENERAL PROVISIONS

1. This Bylaw shall be cited as "District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024".

2. If any portion of this Bylaw is declared invalid by a court, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

3. The headings used in this Bylaw are for convenience only and do not form part of this Bylaw and are not to be used in the interpretation of this Bylaw.

AMENDMENTS

4. District of Hudson's Hope Garbage Collection Amendment Bylaw No. 942, 2024 is amended as follows:

a. Under the heading DEFINITIONS, Section 2 is amended by adding a new definition as follows:

2.a "Bylaw Enforcement Officer" means a person appointed by Council as an Officer, a Bylaw Enforcement Officer, or a member of the Royal Canadian Mounted Police;"

with all subsequent items in the list re-listed in alphabetical order.

b. Under the heading ADMINISTRATION, Section 3.1 is amended by striking it out in its entirety and replacing it with the following:

3.1 "A Bylaw Enforcement Officer, or a person authorized by the Director, may enter, at any reasonable time, onto any Property within the District to determine compliance with this Bylaw."

c. Under the heading ADMINISTRATION, Section 3 is amended by adding a new Section 3.2 as follows:

4.2 "A person shall not obstruct or interfere with:
a) A Bylaw Enforcement Officer in the performance of their duties under this Bylaw; or
b) A person directed by the Director to carry out the duties of the Bylaw."

d. Under the heading ADMINISTRATION, Section 3 is amended by adding a new Section 3.3 as follows:

4.3 Schedule A and Schedule B are attached to and form part of this Bylaw.

e. Under the heading COLLECTION SERVICES, Section 4.5 is amended by striking it out in its entirety and replacing it with the following:

"Every occupier of Premises shall contain all Garbage in securely tied plastic bags weighing less than 22 kilograms and place the Garbage bags in a Garbage Container for collection adjacent to the boulevard, curb, or shoulder of the roadway between 5:00 am and 8:00 am on the prescribed collection day."

f. Under the heading COLLECTION SERVICES, Section 4.6 is amended by striking the word "Cans" and replacing it with "Containers.

g. Under the heading COLLECTION SERVICES, Section 4.8 and 4.8(a) is amended by striking them out in their entirety and replacing them with the following singular legal sentence:

"A Garbage Container provided by the District remains the property of the District."

h. Under the heading COLLECTION SERVICES, Section 4 is amended by adding a new Section 4.10 as follows:

4.10 "Every occupier of Premises shall remove a Garbage Container set out for collection by 7:00 pm on the prescribed collection day."

i. Under the heading COLLECTION SERVICES, Section 4 is amended by adding a new Section 4.11 as follows:

4.11 "Every occupier of Premises, and every owner or occupier of real property within the District, shall store Garbage and Garbage Containers in a manner inaccessible to wildlife outside of 5:00 am and 7:00 pm on the prescribed collection day."

j. Under the heading FEES AND CHARGES, Section 5 is amended by renumbering the legal sentences to change the second Section 5.2 to 5.3.

k. Under the heading FEES AND CHARGES, Section 5 is amended by adding another the heading "Offences and Penalties" after the newly renumbered Section 5.3.

l. Under the heading FEES AND CHARGES, Section 5 is amended by adding a new Section 5.4 as follows:

a.4 "Any person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of this Bylaw, or who neglects to do or refrains from doing anything required under the provisions of this Bylaw, is guilty of an offence, and may be liable upon summary conviction to a penalty provided of not more than $50,000, plus other penalties that may be imposed by the Court, including payment of the costs of prosecution and compensation for loss or damage suffered by the District."

m. Under the heading FEES AND CHARGES, Section 5 is amended by adding a new Section 5.5 as follows:

a.5 This Bylaw may be enforced by means of ticket issued under the Municipal Ticket Information System Bylaw No. 943, 2024.

n. Under the heading FEES AND CHARGES, Section 5 is amended by adding a new Section 5.6 as follows:

5.6 Each day that an offence against this Bylaw continues constitutes a separate offence.

o. Under the heading REPEAL, Section 8 is amended by deleting in its entirely the second Section 8 that states "This Bylaw shall come into effective on the date that this Bylaw is adopted."

READ A FIRST TIME this 12th day of February 2024

READ A SECOND TIME this 12th day of February, 2024.

READ A THIRD TIME this ____ day of ____, 2024.

ADOPTED this ____day of _____, 2024.

Travous Quibell, Mayor

Andrea Martin, Corporate Officer

Certified a true copy of Bylaw No.

This ___ day of _____, 20___.

Corporate Officer

DISTRICT OF HUDSON'S HOPE
BYLAW NO. 838, 2014

A Bylaw to establish and provide for the operation of a service comprising the collection, removal storage and disposal of waste material, and to regulate, prohibit and impose requirements in relation to the service.

---

1. Title

This Bylaw shall be cited as the "Hudson's Hope Garbage Collection Bylaw No. 838, 2014".

2. Definitions

In this Bylaw:

a. "Bylaw Enforcement Officer" means a person appointed by Council as an Officer, a Bylaw Enforcement Officer, or a member of the Royal Canadian Mounted Police;

b. **"Director"** means the Director of Public Works or any person authorized by the Director to administer this Bylaw.

c. **"District"** means the District of Hudson's Hope.

d. **"Garbage"** means waste material other than automobile parts, construction, land clearing and demolition waste, animal carcasses and parts, furniture, or any other type of material or substance determined by the Director to be hazardous or unacceptable for handling in the District's waste material collection and disposal system.

e. **"Garbage Container"** means a 240 litre receptacle used to hold waste material which is provided by the District of Hudson's Hope.

f. **"Premise"** means a premise which is serviced by the District of Hudson's Hope for the purpose of "Collection Services".

g. **"Transfer Station"** means the Transfer station operated by the Peace River Regional District.

3. Administration

~~(1) Where this Bylaw directs a person to do anything or to comply with regulations, the Director and any person authorized by the Director to do so, may enter on any land or~~

~~premises that are subject to the regulations to inspect and determine whether the regulations are being observed.~~

A Bylaw Enforcement Officer, or a person authorized by the Director, may enter, at any reasonable time, onto any Property within the District to determine compliance with this Bylaw.

(2) A person shall not obstruct or interfere with:

a) A Bylaw Enforcement Officer in the performance of their duties under this Bylaw; or

b) A person directed by the Director to carry out the duties of the Bylaw.

(3) Schedule A and Schedule B are attached to and form part of this Bylaw.

4. Collection Services

(1) The District by this Bylaw, establishes the service of collecting, removing, and disposing of garbage.

(2) The service includes the provision of equipment and personnel for collection, removal, and disposal of garbage at the times and intervals prescribed by the Director, and the maintenance and disposal of items other than garbage, from the transfer station.

(3) Every occupier of premises within any of the collection areas shown on Schedules A, A-1, A-2, A-3, A-4, A-5, and A-6 to this Bylaw must make use of the collection service established by this Bylaw and pay the applicable fees imposed under Schedule B to this Bylaw.

(4) Every occupier of premises outside the collection areas shown on Schedules A, A-1, A-2, A-3, A-4, A-5, and A-6 to this Bylaw must pay the applicable fees for access to and use of the transfer station imposed under Schedule B to this Bylaw.

(5) ~~All garbage shall be contained in securely tied plastic bags and have a weight of less than 22 kilograms and shall be placed in a garbage container for collection adjacent to the boulevard, curb or shoulder of the roadway and prior to 8:00 am on the day of collection.~~

Every occupier of Premises shall contain all Garbage in securely tied plastic bags weighing less than 22 kilograms and place the Garbage bags in a Garbage Container for collection adjacent to the boulevard, curb, or shoulder of the roadway between 5:00 am and 8:00 am on the prescribed collection day.

(6) A limit of two Garbage ~~Cans~~ Containers per customer may be placed for collection service as per pick-up schedule.

(7) The District shall be under no obligation to collect or remove garbage or any other waste material from any roadway if the occupier has not placed such material for collection in accordance with the requirements of this Bylaw.

(8) A Garbage Container provided by the District ~~of Hudson's Hope is required in order to receive "Collection Services" as defined in this Bylaw.~~

~~a) All Garbage Cans~~ remains the property of the District ~~of Hudson's Hope~~.

(9) The use of a District of Hudson's Hope issued "Garbage Container" is required in order to receive collection services.

(10) Every occupier of Premises shall remove a Garbage Container set out for collection by 7:00 pm on the prescribed collection day.

(11) Every occupier of Premises, and every owner or occupier of real property within the District, shall store Garbage and Garbage Containers in a manner inaccessible to wildlife outside of 5:00 am and 7:00 pm on the prescribed collection day.

5. Fees and Charges

(1) Every occupier of premises shall pay the fee prescribed by Schedule B to this Bylaw.

(2) The fees shall be due and payable in full on the date specified in the District's invoice.

~~(2)~~ (3) Fees imposed for services provided under this Bylaw may be collected in the same manner and with the same remedies as property taxes on the premises in respect of which they are imposed, and, if unpaid on December 31 of the year in which they are imposed and due and payable on that date, shall be deemed to be taxes in arrear.

Offences and Penalties

(4) Any person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of this Bylaw, or who neglects to do or refrains from doing anything required under the provisions of this Bylaw, is guilty of an offence, and may be liable upon summary conviction to a penalty provided of not more than $50,000, plus other penalties that may be imposed by the Court, including payment of the costs of prosecution and compensation for loss or damage suffered by the District.

(5) This Bylaw may be enforced by means of ticket issued under the Municipal Ticket Information System Bylaw No. 943, 2024.

(6) Each day that an offence against this Bylaw continues constitutes a separate offence.

6. Transfer Station

(1) An owner or occupier of residential premises in the District may deposit garbage or other permitted materials at the transfer station upon payment of the fee specified in Schedule B to this Bylaw.

7. Severability

(1) The provisions of this Bylaw are severable and the invalidity of any part of this Bylaw shall not affect the validity of the remainder of this Bylaw.

8. Repeal

(1) The District of Hudson's Hope Bylaw No. 758, 2008, and Bylaw 778, 2009, are hereby repealed.

~~**8.** This Bylaw shall come into effective on the date this Bylaw is adopted.~~

Read a First Time this 9th day of June, 2014.

Read a Second Time this this 9th day of June, 2014.

Read a Third Time this this 9th day of June, 2014.

Adopted this this 23rd day of June, 2014

ORIGINAL SIGNED BY ***ORIGINAL SIGNED BY***

_____ _____

MAYOR GWEN JOHANSEN CLERK

Certified a true copy of Bylaw No. 838, 2014
this ___ day of _____,_____.

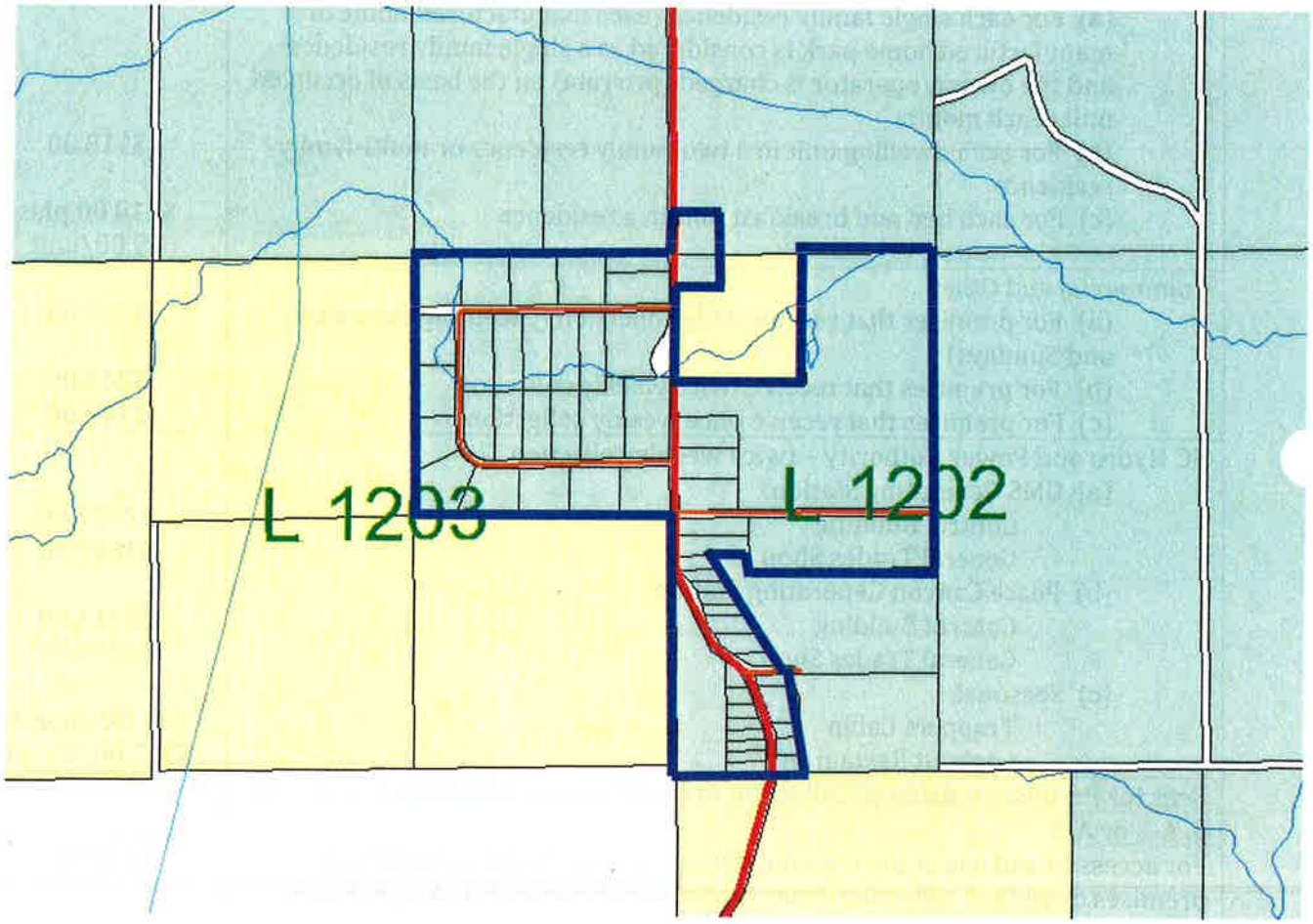
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Clerk

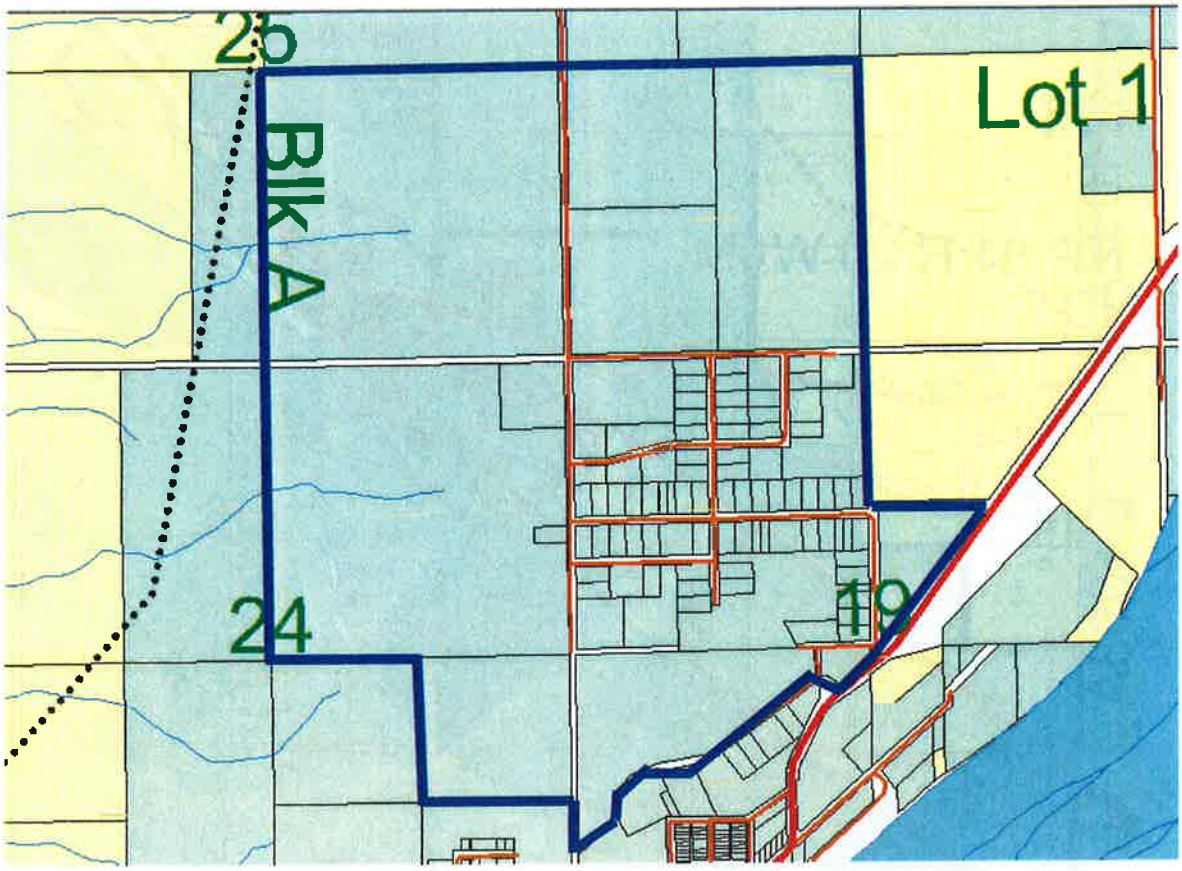
Schedule B
Fees for Garbage Collection and Use of Transfer Station

Description	Annual Fee (except where stated)
Fees for Premises within Collection Areas Shown on Schedules A-1, A-2, A-3, A-4, A-5, or A-6	
Residential Dwellings – once weekly collection (a) For each single family residence (each manufactured home in a manufactured home park is considered as a single family residence and the owner/operator is charged (pro rata) on the basis of occupied units each month. (b) For each dwelling unit in a two-family residence or multi-family residence (c) For each bed and breakfast unit in a residence	$118.00 $118.00 $118.00 plus $9.00/unit
Commercial and Other (a) For premises that receive daily collection (excepting Saturdays and Sundays) (b) For premises that receive twice weekly collection (c) For premises that receive once weekly collection	$716.00 $243.00 $148.00
BC Hydro and Power Authority – twice weekly collection (a) W.A.C. Bennett Dam – twice weekly collection: All household garbage removal sites. (b) W.A.C. Bennett Dam – once weekly: Cardboard removal. (c) Peace Canyon Generating Station Control Building garbage site General Trades Shop garbage site	$15,600.00 $ 6,500.00 $2214.00 $2214.00
Fees for Premises outside of Collection Areas Shown on Schedules A-1, A-2, A-3, A-4, A-5, or A-6	
For access to and use of the transfer station by owners and occupiers of premises outside of collection areas shown on Schedules A-1, A-2, A-3, A-4, A-5, and A-6.	$30.00
The District of Hudson's Hope will provide one "Garbage Container" free of charge to every premise which pays for "Collection Services". The loss, replacement or an additional Garbage Container will be charged at the cost for each of:	$65.00

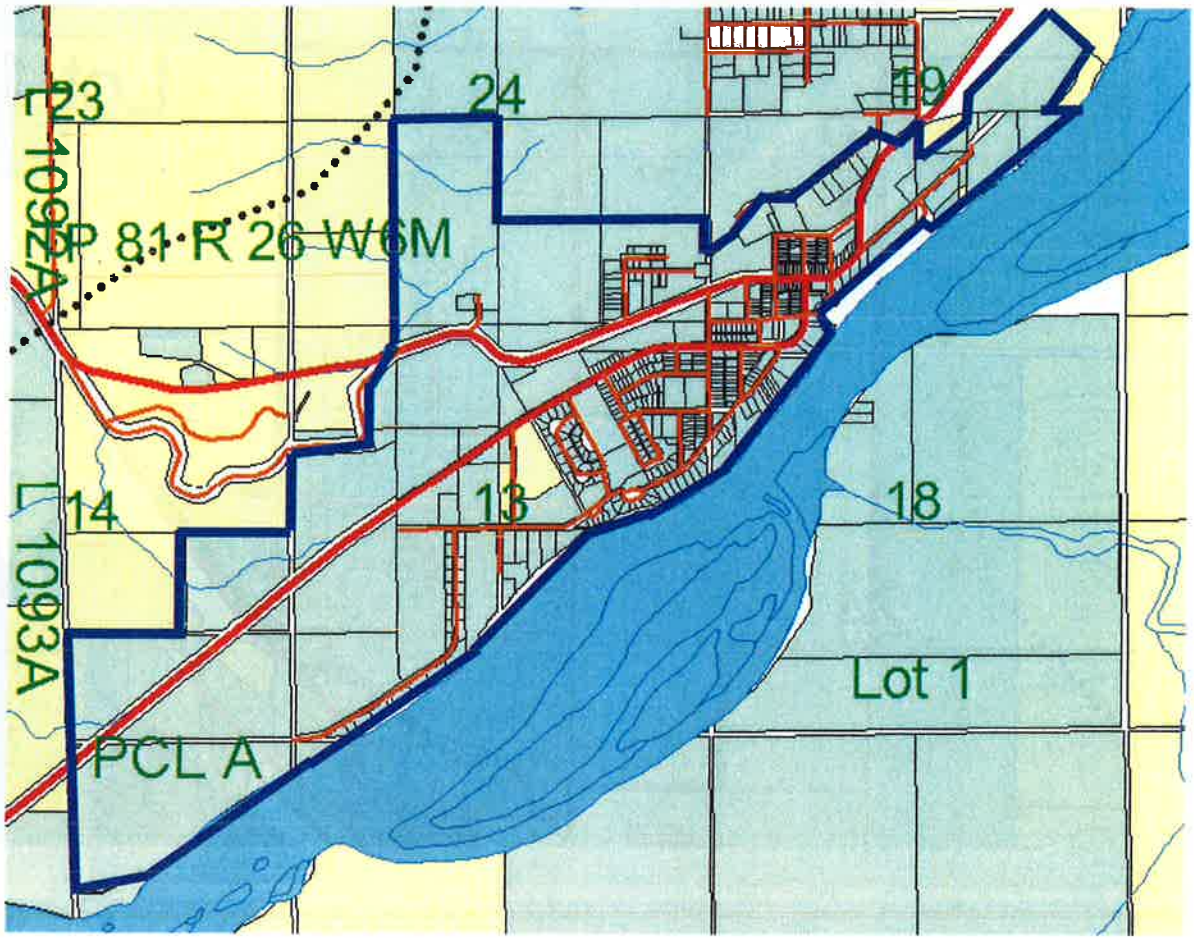
Beryl Prairie Subdivision - Garbage Route Map (Schedule A-1)



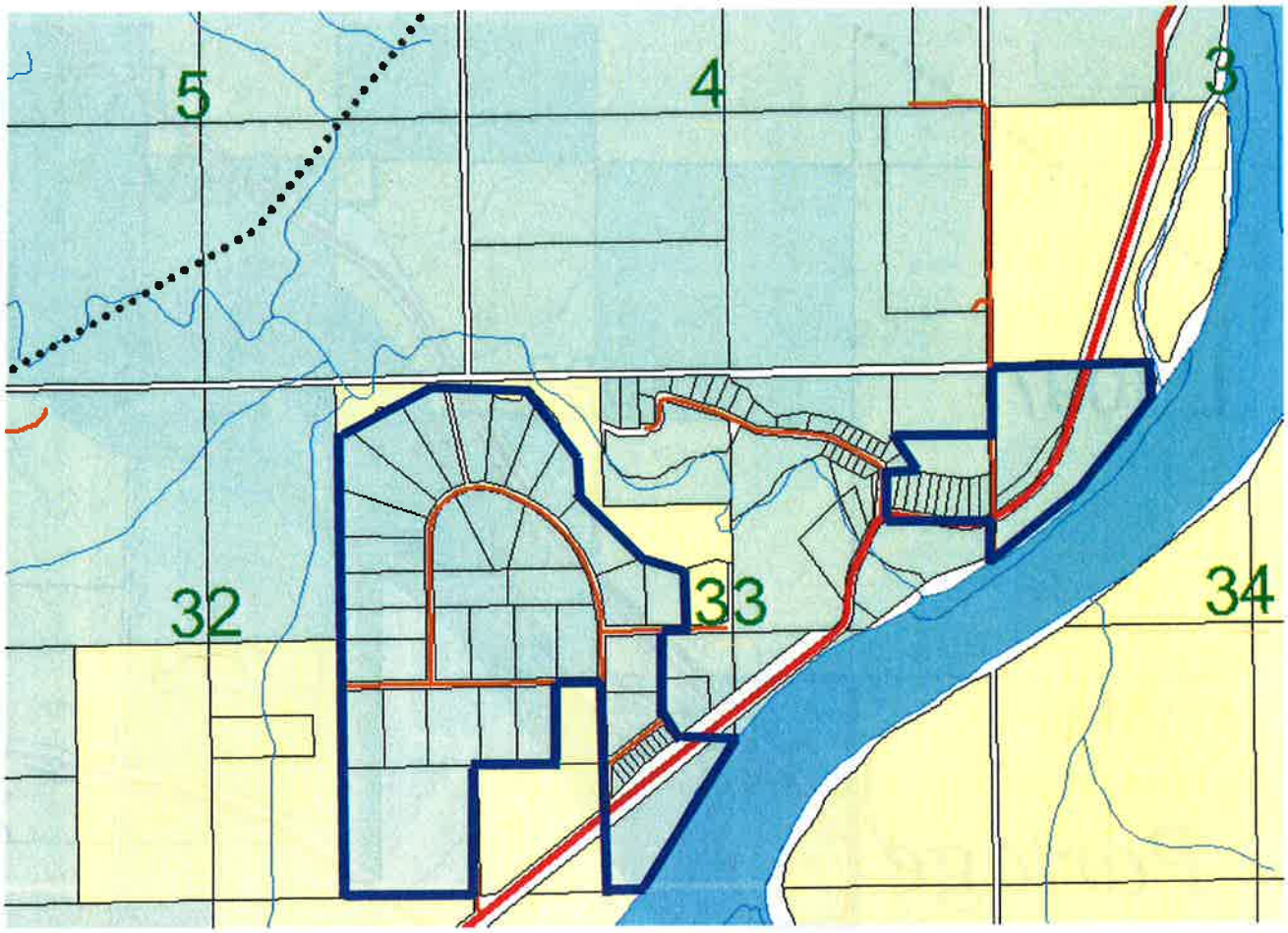
Jamieson Subdivision - Garbage Route Map (Schedule A-2)



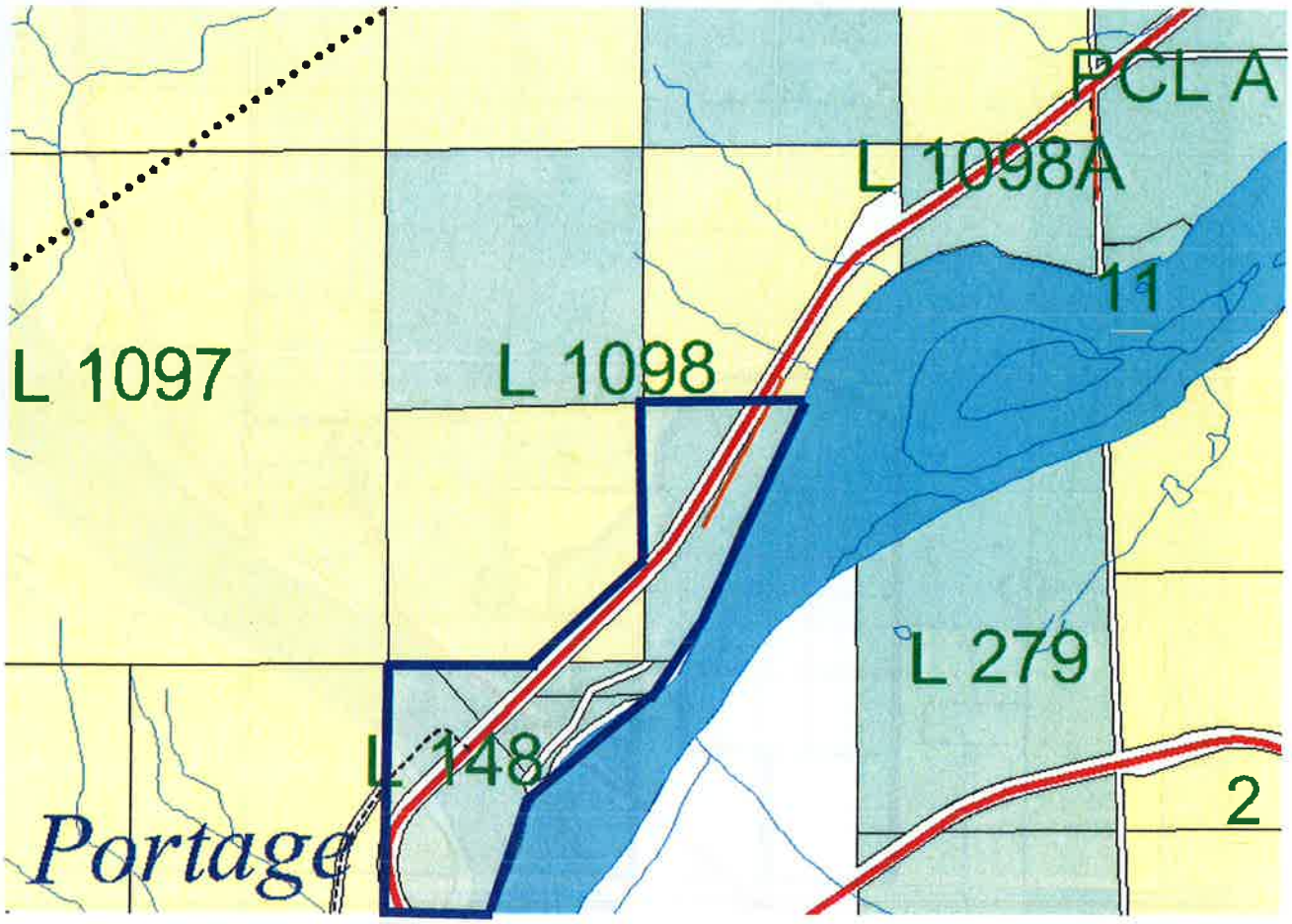
Hudson's Hope Townsite - Garbage Route Map (Schedule A-3)



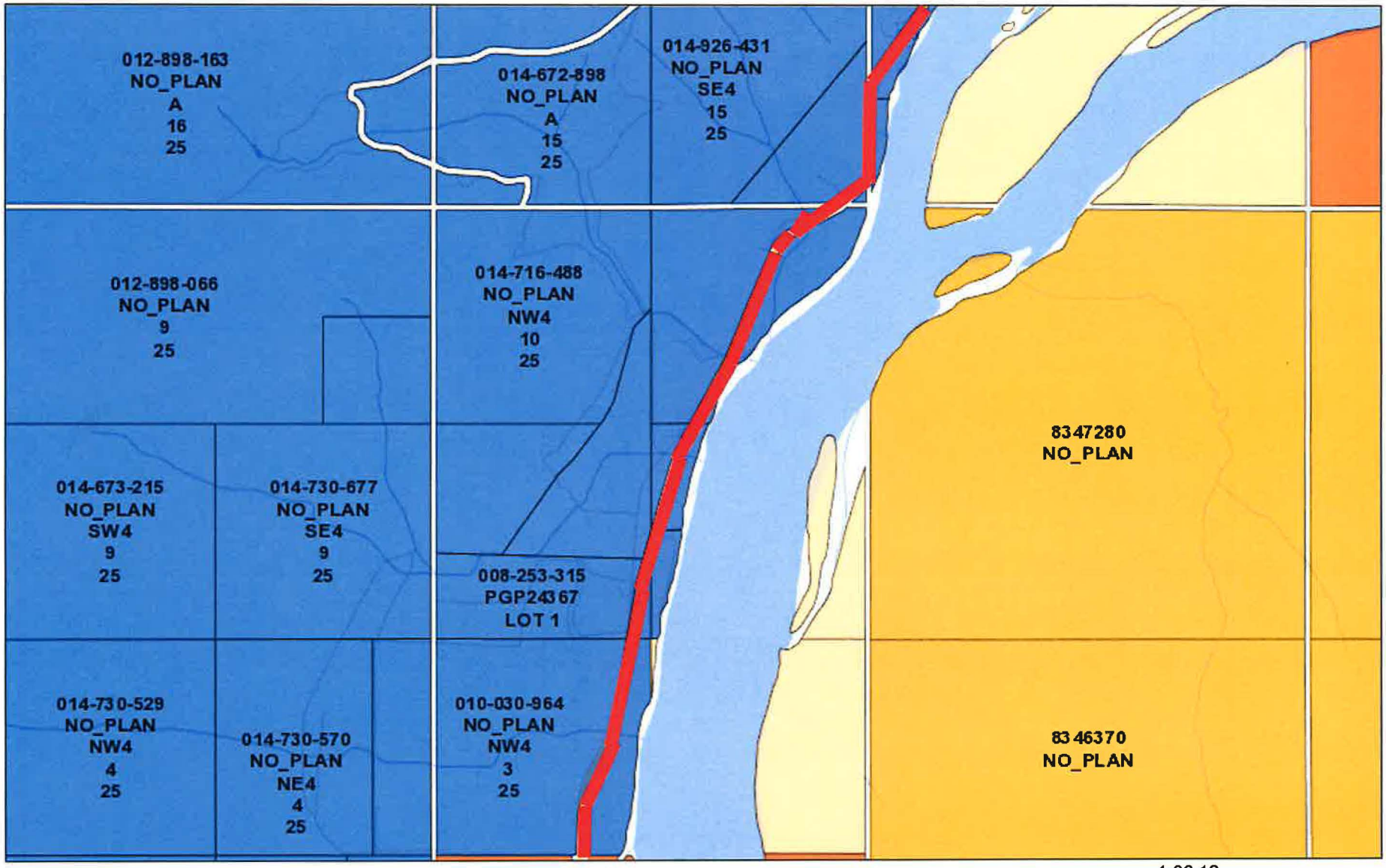
Lynx Creek Subdivision - Garbage Route Map (Schedule A-4)



Highway 29 South - Garbage Route Map (Schedule A-5)



Highway 29 N- Garbage Route Map (Schedule A-6)



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Government of British Columbia, DataBC, GeoBC

Cadastral data from ParcelMap BC
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STAFF REPORT

TO: **Mayor and Council**

FROM: **Crystal Brown, Chief Administrative Officer**

DATE: **March 4, 2024**

SUBJECT: **District of Hudson's Hope Property Maintenance Bylaw No. 941, 2024**

RECOMMENDATION:
That Council receive the report titled "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024" dated March 4, 2024; further, that Council gives "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024", which focuses on the care and maintenance of trees, shrubs, or bushes that attract dangerous wildlife, third reading.

BACKGROUND:
On February 12, 2024, Council passed the following resolution:

> ***MOVED, SECONDED, and CARRIED***
> *That Council receive the report titled "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024" dated February 12, 2024; further, that Council gives "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024" first and second reading.*

On January 8, 2024, Council passed the following motion:

> ***MOVED, SECONDED, and CARRIED***
> *That Council authorizes that the draft bylaws addressing concerns related to attracting wildlife to Hudson's Hope be discussed at a future Committee of the Whole Meeting prior to being presented to Council for adoption*.

During the August 28, 2023, Council Meeting, Corporal Erich Schmidt, Detachment Commander with the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services shared concerns with Mayor and Council that residents of Hudson's Hope are not complying with requests to remove attractants such as fruit trees and berry bushes, and that failure to do so, is causing an increase in bear activity and creating concerns for public safety.

Sgt. Lacey stated that he has worked with other communities with similar problems, and it has always come down to local council enacting bylaws that compel residents to clear their attractants and ensure that vacant or abandoned properties are properly maintained. In addition, to bylaw enforcement tools, Sgt. Lacey and Corporal Schmidt would like to see more public awareness created to educate residents.

DISCUSSION:

Key changes to the proposed District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024 (Bylaw), include:

a. **Fruit Trees:** Changes to this bylaw focus on the care and maintenance of trees, shrubs, or bushes that attract wildlife. Having property owners maintain their fruit trees should result in less wildlife encounters as the potential food source is eliminated. Changes include:
   i. Prohibiting fruit or nuts from a tree, bush, or shrub to fall on the ground and accumulate in such a manner that it attracts or is likely to attract Dangerous Wildlife.

b. **Definition Section:** Changes include:
   i. Moved definitions from within the body of the Bylaw to the Definition section,
   ii. Added a definition for "Dangerous Wildlife",
   iii. Added a definition for "Unsightly Conditions",
   iv. Added the following words highlighted in yellow to the definition of "Rubbish":

      a) garbage, filth, scrap, junk, trash, debris, waste materials; or

      b) discarded, dilapidated, disused, or broken items or materials;

      c) plastic bottles, broken glass, tin cans, crockery, plastic, old paper, cardboard, wire ropes, metal containers, or wood products;

      d) inoperative or unused ~~household~~ appliances, furniture ~~designed to be used indoors~~, tires, electronic devises, trailers, boats, machinery, or unused mechanical or metal parts; or

      e) unused wood or wood products, excluding seasoned untreated wood or manufactured products cut in lengths for use as fuel in solid fuel burning appliances.

c. **General Provisions:** Changes include:
   i. The addition of Sections 3.1 and 3.2 (in the new Bylaw).

d. **Housekeeping:** Changes include:
   i. The proper use of "and" and "or" within the Bylaw,
   ii. Streamlined some of the language,
   iii. Removal of Sections that are already include in legislation,
   iv. Removal of the "Removal Order" form from the Bylaw, and
   v. Removal of Section 6 – Removal Obligations as it is redundant.

e. **Removal Orders:** Changes include:
   i. Renamed heading (and definition) from "Removal Order" to "Orders",
   ii. Updated Section 4.2 (previously Section 7) to match legislative requirements under the *Community Charter*,

iii. Removal of timelines and other requirements regarding Remedial Orders that are prescribed by the *Community Charter,*
iv. Removal of Section 11 as from the previous Bylaw as it was redundant, and
v. Addition of 4.3 in the new Bylaw, which requires the owner or occupier of Property who receives an Order for allowing fruit or nuts to accumulate in a manner that attracts, or is likely to attract, Dangerous Wildlife, 24 hours to remove it.
vi. Updated removal and clearance costs for personnel and added an administrative cost.

f. **Enforcement Options:** Bylaw No. 791, 2010, was not linked up with the Municipal Ticket System Bylaw 590, 1999. By including language in the new Bylaw to allow for the insurance of a ticket will provide Bylaw Enforcement Officers with the means to issue a monetary penalty for non-compliance. Changes include:
   i. Clarification regarding who can enter onto a property to determine compliance with the Bylaw,
   ii. Establishing a mechanism for ticketing through the *Offense Act* and Municipal Ticket Information System, and
   iii. Determining that each day that an offense continues constitutes a separate offence.

A Consolidated version of the Bylaw showing the changes between the previous and new Bylaw has been provided for Council's convivence.

FINANCIAL CONSIDERATIONS:
The proposed changes to Bylaw would provide for the following penalties for non-compliance of to be included in the Municipal Ticket Information System Bylaw:

Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Littering	3.1	$100.00
Place graffiti on property	3.2, 3.3(i)	$100.00
Permit accumulation of rubbish, noxious, offensive or unwholesome matter on property	3.3 (a)	$100.00
Create health or safety hazard	3.3 (b)	$100.00
Permit unsanitary or Unsightly conditions	3.3 (c)	$100.00
Permit trees and other growth that creates a safety hazard	3.3 (d)	$100.00
Derelict vehicles on land	3.3 (f), (g), (h)	$100.00
Permit fruit or nuts to accumulate	3.3 (j)	$100.00
Obstruct Bylaw Enforcement Officer	5.2	$240.00

***The proposed fines are intended to be a deterrent, and it is hoped that voluntary compliance by the property owner will occur.**

During the February 12, 2024, Council Meeting, Council requested that staff look at neighbouring municipalities to determine how the proposed fines align with comparable infractions in the region. For comparison, staff looked at the District of Tumbler Ridge, the District of Chetwynd, and the City of Dawson Creek. Below is a summary of the information found:

Littering	$100
Littering Within the Community	$50
Litter	$750

Place graffiti on property	$100
Graffiti on Property	$100
Permitting or Placing Graffiti Visible to the Public	$50

Permit accumulation of rubbish, noxious, offensive on property	$100
Rubbish on Property	$100

Create health or safety hazard	$100
Permit unsanitary or unsightly conditions	$100
Unsightly Grass or Weeds	$100
Failure to Remove Noxious Weeds or Unsightly Growth	$100
Permit Real Property to Accumulate Matter or Thing that Creates Unsightly Conditions	$50
Permit property to become/remain unsightly	$500

Permit trees and other growth that creates a safety hazard	$100
Trees, hedges, bushes, or shrubs presenting a public hazard	$100

Derelict vehicles on land	$100
Vehicle on Property	$100

Permit fruit or nuts to accumulate	$100.00
Fruit accumulation likely to attract wildlife	$100.00

Obstruct Bylaw Enforcement Officer	$100
Obstruct Officer	$100

District of Hudson's Hope
District of Tumbler Ridge
City of Dawson Creek
District of Chetwynd

*It should be noted that only fines from Municipal Ticket Information System Bylaws were included for comparison.

	Bylaw 941, 2024	BC Wildfire Services equipment rates for 2022
Grader	$ 115.00/hr	$ 175.00
Loader	$ 90.00/hr	$ 155.00
Backhoe	$ 50.00/hr	$ 100.00
Trackless	$ 50.00/hr	$ 60.00
Lawn Tractor	$ 40.00/hr	$ 50,00
Gravel Truck	$ 45.00/hr	$ 110.00
Pickup Truck	$ 25.00/hr	$ 50.00

COMMUNICATIONS AND OTHER CONSIDERATIONS:

A Public Service Announcement (PSA) was issued to communicate the proposed changes. Members of the public were encouraged to submit written comments or attend the COW Meeting if they have any questions or concerns. In addition, the proposed Bylaw was referred to the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services for comment.

Cpl. Schmidt responded that he had a read over of all the Bylaws and they look good. In recognition of that the proposed bylaws will result in a big change for the community, the District will need to ensure that the information will get distributed to the town as a whole. Cpl. Schmidt further noted the difficulties in getting residents to pay Bylaw Notice Enforcement tickets and inquired what the plan will be to enforce the Bylaws subject to residents not paying the ticket.

OPTIONS FOR FURTHER CHANGES TO THE PROPOSED BYLAW INCLUDES

1. Amend the proposed fines.

*Note – staff found three typos in the District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024 that received first and second reading. Those typos have been fixed in the version presented to Council. For Council's convenience, the changes have been highlighted yellow on the proposed bylaw.

ALTERNATIVE OPTIONS:

1. That Council receives the report titled "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024" dated March 4, 2024; further, that Council refers the "District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024", to staff for changes.

ATTACHMENTS AND EXTERNAL LINKS:

1. Draft District of Hudson's Hope Property Maintenace Bylaw No. 941, 2024
2. Consolidated Bylaw No. 791, 2010
3. District of Hudson's Hope Property Maintenace Bylaw No. 791, 2010
4. Wildlife Attractant Bylaw Toolkit

Prepared By: *Crystal Brown, Chief Administrative Officer*

DISTRICT OF HUDSON'S HOPE
BYLAW NO. 941, 2024

A bylaw to regulate, prohibit, and impose requirements in relation to real property in the District of Hudson's

---

WHEREAS Council has the authority to regulate, prohibit, and impose requirements in relation to nuisances, disturbances and other objectionable situations;

AND WHEREAS Council wishes to prohibit conditions to discourage and prevent Dangerous Wildlife from entering the District of Hudson's Hope;

NOW THEREFORE the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

GENERAL PROVISIONS

1.1 This Bylaw shall be cited as "District of Hudson's Hope Property Maintenance Bylaw No. 941, 2024".

1.2 District of Hudson's Hope Property Maintenance Bylaw No. 791, 2010, and all its amendments shall be repealed.

1.3 If any portion of this bylaw is declared invalid by a court, the invalid portion shall be severed, and the remainder of the bylaw is deemed valid.

1.4 The headings used in this bylaw are for convenience only and do not form part of this bylaw and are not to be used in the interpretation of this bylaw.

1.5 Any enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.

1.6 Unless otherwise defined in this bylaw, terms used shall have the meanings as set out in the *Charter*, as applicable.

1.7 Schedule A is attached to and forms part of this Bylaw.

DEFINITIONS

2.1 In this Bylaw,

"Bylaw Enforcement Officer" means a person appointed by Council as an Officer, a Bylaw Enforcement Officer, a Building Inspector, or a member of the Royal Canadian Mounted Police;

"**Charter"** means the *Community Charter, [SBC 2003], c.26;*

"Corporate Officer" means the Corporate Officer of the District of Hudson's Hope;

"Council" means the Council of the District;

"Dangerous Wildlife" means the same meaning as in the *Wildlife Act*;

"**Derelict Vehicle"** means:

(i) a motor vehicle as defined by the *Motor Vehicle Act*, that is not licensed and is wrecked or incapable of motion under its own power; or

(ii) part of a motor vehicle;

"District" means the District of Hudson's Hope;

"Property" means real property;

"Offending Material" means any material or substance that this Bylaw requires owners and occupiers to remove or clear from their real property;

"Noxious Weeds" means a weed designated by the *Weed Control Regulation* to be a noxious weed, and includes the seeds of the noxious weed;

"Order" means an Order issued according to Section 4 of this Bylaw and signed by a Bylaw Enforcement Officer;

"Rubbish" includes,

a) garbage, filth, scrap, junk, trash, debris, waste materials; or

b) discarded, dilapidated, disused, or broken items or materials;

c) plastic bottles, broken glass, tin cans, crockery, plastic, old paper, cardboard, wire ropes, metal containers, or wood products;

d) inoperative or unused appliances, furniture, tires, electronic devises, trailers, boats, machinery, or unused mechanical or metal parts; or

e) unused wood or wood products, excluding seasoned untreated wood or manufactured products cut in lengths for use as fuel in solid fuel burning appliances.

Unsightly Conditions includes:

a) the accumulation of Rubbish, graffiti, or Derelict Vehicles;

b) fencing materials that are broken, rotting, contain holes or cracks, or are rusted or covered with peeling paint;

c) landscaping plants, bushes and trees that are dead or are demonstrating uncontrolled growth;

d) building or structure or parts thereof that contains holes, breaks, rot, or that is crumbling or cracking, or is covered with rust or peeling paint or any other evidence of physical decay or neglect or excessive use or lack of maintenance; or

e) any other similar conditions or disrepair and deterioration regardless of the condition of other properties in the neighbourhood.

GENERAL PROHIBITIONS

3.1 No person shall deposit or throw Rubbish on any highway or public place within the District.

3.2 No person shall place graffiti on any building, structure, or any surface on or adjacent to any highway or public place within the District.

3.3 No owner or occupier of property within the District shall cause or permit:

a) Rubbish or other noxious, offensive, or unwholesome material, including hydrocarbon fluid, to accumulate outside a building on the Property;

b) Rubbish or other noxious, offensive, or unwholesome material to accumulate inside a building or structure on the Property in a manner that it creates a health or safety hazard;

c) Unsanitary or Unsightly conditions to exist on the Property, including in any buildings or structures located on the Property;

d) Trees or other growths that create a safety hazard to remain on the Property;

e) Noxious Weeds to grow or accumulate on the Property;

f) More than one Derelict Vehicle to remain outside a building on any parcel under one hectare in size, unless that parcel is zoned to allow for automotive wrecking;

g) More than four Derelict Vehicles to remain outside a building on any parcel between one hectare and ten hectares in size, unless that parcel is zoned to allow for automotive wrecking;

h) More than six Derelict Vehicles to remain outside a building on any parcel over ten hectares in size, unless that parcel is zoned to allow for automotive wrecking;

i) Graffiti to be placed or remain on buildings or structures located on the Property;

j) Any fruit or nuts from a tree, bush, or shrub to fall on the ground and accumulate in such a manner that it attracts or is likely to attract Dangerous Wildlife.

ORDERS

4.1 If an owner or occupier of the Property fails to comply with this Bylaw, a Bylaw Enforcement Officer may, by Order, require the owner or occupier of the Property to comply with this Bylaw.

4.2 The Order shall:

a) Describe the Property by municipal address, location, or legal description;

b) Require the owner or occupier to remove the Offending Material, or other measures as described in the Order, from the Property within 30 days of receiving the Order;

c) Advise the owner or occupier that if the action required by the Order is not completed by the date specified in the Order, the District may, by its Officers, employees, contractors, or agents, take action to fulfill the requirements of the Order and to recover costs as provided in Schedule A of this Bylaw, at the owner or occupier's expense; and

d) Notify the owner or occupier that they may apply to the Corporate Officer for an opportunity to be heard by Council for a reconsideration of the matter.

4.3 Despite Section 4.2 (b), if an owner or occupier of Property receives an Order subject to Section 3.3 (j), the owner or occupier shall remove any fruit or nuts from the property within 24 hours after receiving the Order.

ENTRY AND INSPECTION

5.1 A Bylaw Enforcement Officer may enter, at any reasonable time, onto any Property within the District to determine compliance with this Bylaw.

5.2 A person shall not obstruct or interfere with:

a) A Bylaw Enforcement Officer in the performance of their duties under this Bylaw; or

b) A person directed by the District to carry out the duties of this Bylaw.

OFFENCES AND PENALTIES

6.1 Any person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of this Bylaw, or who neglects to do or refrains from doing anything required under the provisions of this Bylaw, is guilty of an offence, and may be liable upon summary conviction to a penalty provided of not more than $50,000, plus other penalties that may be imposed by the Court, including payment of the costs of prosecution and compensation for loss or damage suffered by the District.

6.2 This Bylaw may be enforced by means of ticket issued under the Municipal Ticket Information System Bylaw No. 943, 2024.

6.3 Each day that an offence against this Bylaw continues constitutes a separate offence.

READ A FIRST TIME this 12th day of February 2024

READ A SECOND TIME this 12th day of February, 2024.

READ A THIRD TIME this ____ day of ____, 2024.

ADOPTED this ____day of _____, 2024.

_____ _____

Travous Quibell, Mayor Andrea Martin, Corporate Officer

Certified a true copy of Bylaw No.

This ___ day of _____, 20___.

_____

Corporate Officer

SCHEDULE "A"

DISTRICT FEES FOR TAKING ACTION AT THE DEFAULTER'S COST

Administrative Costs	$200 each offense
Contractor Costs	*Actual Cost*
Use of District Equipment Costs (without operator)	
Grader	$ 115.00/hr
Loader	$ 90.00/hr
Backhoe	$ 50.00/hr
Trackless	$ 50.00/hr
Lawn Tractor	$ 40.00/hr
Gravel Truck	$ 45.00/hr
Pickup Truck	$ 25.00/hr
Personnel	
Public Works	$ 50.00/hr
Officer Positions	$ 75.00/hr

DISTRICT OF HUDSON'S HOPE

BYLAW NO. ~~791~~ 941, 2024

A bylaw to regulate, prohibit, and impose requirements ~~prevent unsightliness and promote the maintenance of~~ in relation to ~~-~~real property in the District of Hudson's Hope

---

WHEREAS ~~pursuant to the *Community Charter*,~~ Council ~~may~~ has the authority to regulate, prohibit and impose requirements in relation to nuisances, disturbances and other objectionable situations;

AND WHEREAS Council wishes to prohibit conditions to discourage and prevent Dangerous Wildlife from entering the District of Hudson's Hope;

NOW THEREFORE the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

~~TITLE~~ GENERAL PROVISIONS

1.1 This Bylaw may be cited as "District of Hudson's Hope Property Maintenance Bylaw No. ~~791, 2010~~ 941,2024".

1.2 District of Hudson's Hope Property Maintenance Bylaw No. 791, 2010, and all its amendments shall be repealed.

1.3 If any portion of this bylaw is declared invalid by a court, the invalid portion shall be severed, and the remainder of the bylaw is deemed valid.

1.4 The headings used in this bylaw are for convenience only and do not form part of this bylaw and are not to be used in the interpretation of this bylaw.

1.5 Any enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.

1.6 Unless otherwise defined in this bylaw, terms used shall have the meanings as set out in the *Charter*, as applicable.

1.7 Schedule A is attached to and forms part of this Bylaw.

DEFINITIONS

2.1 In this Bylaw:

~~(a)~~ "Bylaw Enforcement Officer" means a person appointed by Council as an Officer, a Bylaw Enforcement Officer, ~~or~~ a Building Inspector, or a member of the Royal Canadian Mounted Police;

"**Charter"** means the *Community Charter, [SBC 2003], c.26;*

"Corporate Officer" means the Corporate Officer of the District of Hudson's Hope;

~~(b)~~ "Council" means the ~~duly elected~~ Council of the District;

"Dangerous Wildlife" means the same meaning as in the *Wildlife Act*;

~~(c)~~ "Derelict Vehicle" means:

(i) a motor vehicle as defined by the *Motor Vehicle Act*, that is not licensed and is wrecked or incapable of motion under its own power; or

(ii) part of a motor vehicle;

~~(d)~~ "District" means the District of Hudson's Hope;

"Property" means real property;

~~(e)~~ "Offending Material" means any material or substance that this Bylaw requires owners and occupiers to remove or clear from their ~~real~~ property, ~~and includes graffiti and unsightly conditions;~~

"Noxious Weeds" means a weed designated by the *Weed Control Regulation* to be a noxious weed, and includes the seeds of the noxious weed;

~~(f)~~ "~~Removal~~ Order" means an order issued according to Section of this Bylaw and , ~~substantially in the form attached to this Bylaw as Schedule "A",~~ signed by a Bylaw Enforcement Officer;

~~(g)~~ "Rubbish" includes:

a) garbage, filth, scrap, junk, trash, debris, waste materials; or

b) discarded, dilapidated, disused, or broken items or materials;

c) plastic bottles, broken glass, tin cans, crockery, plastic, old paper, cardboard, wire ropes, metal containers, or wood products;

d) inoperative or unused ~~household~~ appliances, furniture ~~designed to be used indoors~~, tires, electronic devises, trailers, boats, machinery, or unused mechanical or metal parts; or

e) unused wood or wood products, excluding seasoned untreated wood or manufactured products cut in lengths for use as fuel in solid fuel burning appliances.

Unsightly Conditions includes:

a) the accumulation of Rubbish, graffiti, or Derelict Vehicles;

b) fencing materials that are broken, rotting, contain holes or cracks, or are rusted or covered with peeling paint;

c) landscaping plants, bushes and trees that are dead or are demonstrating uncontrolled growth;

d) building or structure or parts thereof that contains holes, breaks, rot, or that is crumbling or cracking, or is covered with rust or peeling paint or any other evidence of physical decay or neglect or excessive use or lack of maintenance; or

e) any other similar conditions or disrepair and deterioration regardless of the condition of other properties in the neighbourhood.

GENERAL PROHIBITIONS ~~– PUBLIC PROPERTY~~

3.1. No person shall deposit or throw any Rubbish on any highway or public place within the District.

~~4~~.3.2 No person shall place graffiti on any building, ~~or~~ structure, or any surface ~~elsewhere~~ on~~,~~ or adjacent to~~,~~ any highway or public place within the District.

~~GENERAL PROHIBITIONS – PRIVATE PROPERTY~~

~~5~~.3.3 No owner or occupier of ~~real~~ property with the District shall cause or permit:

(a) ~~any~~ Rubbish or other noxious, offensive, or unwholesome material, including hydrocarbon fluid, to accumulate outside a building on ~~such real~~ the property;

(b) ~~any~~ Rubbish or other noxious, offensive, or unwholesome material to accumulate inside a building or structure located on ~~such real~~ the property in a manner ~~such~~ that it creates a health or safety hazard;

(c) unsanitary or Unsightly conditions to exist on ~~such real~~ the property, including ~~or~~ in any buildings or structures located on ~~such real~~ the property;

(d) ~~any~~ trees or other growths that create a safety hazard to remain on ~~such real~~ the property;

(e) noxious weeds ~~designated under the Weed Control Regulation of the *Weed Control Act*, as amended from time to time,~~ to grow or accumulate on ~~such real~~ the property;

(f) more than one Derelict Vehicle to remain outside a building on any parcel under 1 hectare in size, unless that parcel is zoned to allow for automotive wrecking;

(g) more than four Derelict Vehicles to remain outside a building on any parcel between ~~1~~ one hectare and ten ~~10~~ hectares in size, unless that parcel is zoned to allow for automotive wrecking;

(h) more than six Derelict Vehicles to remain outside a building on any parcel over ten ~~10~~ hectares in size, unless that parcel is zoned to allow for automotive wrecking;

(i) graffiti to be placed or remain on ~~any~~ buildings or structures located on ~~such real~~ the property; and
~~unsightly conditions to exist on such real property or in any buildings or structures located on such real the property~~. (moved up above)

(j) Any fruit or nuts from a tree, bush, or shrub to fall on the ground and accumulate in such a manner that it attracts or is likely to attract Dangerous Wildlife.

~~REMOVAL OBLIGATIONS~~

~~6. Every owner and occupier of real property shall remove, or cause to be removed, from such real property and from any buildings or structures located on such real property, all:~~

~~(a) accumulations of Rubbish or other noxious, offensive, or unwholesome material;~~
~~(b) unsanitary conditions;~~
~~(c) trees and other growths that create a safety hazard;~~
~~(d) Derelict Vehicles, except where permitted;~~
~~(e) graffiti; and~~
~~(f) unsightly conditions.~~

~~REMOVAL~~ ORDERS

~~7.4.1~~ 4.1 ~~Where~~ If an owner or occupier of the Property fails to comply with ~~section 6 of~~ this Bylaw, a Bylaw Enforcement Officer may, by Order, ~~deliver a Removal Order to the owner or occupier of the real property, in accordance with section 8 of this Bylaw, which Removal Order shall:~~ require the owner or occupier of the Property to comply with this Bylaw.

4.2 The Order shall:

a) Describe the Property by municipal address, location, or legal description;

b) Require the owner or occupier to remove ~~or clear~~ the Offending Material, or other measures as described in the Order, from the Property within 30 days of ~~service~~ receiving ~~of such~~ the Order;

c) ~~notify~~ Advise the owner or occupier that, if the action required by the Order is not completed by the date specified in the Order ~~after the expiration of 30 days,~~ the District may, by its officers, employees, contractors, or take action to fulfill the requirements of the Order and to recover costs as provided in Schedule A of this Bylaw ~~and~~ agents, ~~enter on the real property and remove or clear the Offending Material~~, at the owner or occupier's expense; and

d) Notify the owner or occupier that they may apply to the Corporate Officer for an opportunity to be heard by Council for a reconsideration of the matter. ~~appear~~

~~before Council on a specified hearing date, which date shall be no less than 5 days and no more than 30 days after delivery of the Removal Order.~~

4.3 Despite Section 4.2 (b), if an owner or occupier of Property receives an Order subject to Section 3.3 (j), the owner or occupier shall remove any fruit or nuts from the property within 24 hours after receiving the Order.

~~8. The Bylaw Enforcement Officer must serve the Removal Order on the owner or occupier of the real property on which the Offending Material is located by either:~~

~~(a) personal service; or~~

~~(b) registered mail with acknowledgement of receipt, to the address of the owner shown on the last real property assessment roll.~~

~~9. A person who receives a Removal Order must remove or clear the Offending Material from the real property within 30 days of service of the Removal Order.~~

~~10. Upon giving the District Clerk at least 5 days notice of his or her intention to appear, a person who receives a Removal Order may make representations in person, or through an agent, to Council on the hearing date specified in the Removal Order.~~

~~11. After hearing representations made pursuant to section 10, Council may:~~
~~(a) affirm the Removal Order;~~
~~(b) vary the Removal Order; or~~
~~(c) rescind the Removal Order.~~

~~DISTRICT ACTION UPON FAILURE TO COMPLY WITH ORDER~~

~~12. If a person who receives a Removal Order fails to remove or clear the Offending Material from the real property as directed in the Removal Order, the District may, by its officers, employees, contractors and agents, enter on the real property identified in the Removal Order between the hours of 8:00 a.m. and 8:00 p.m., and remove or clear the Offending Material.~~

~~13. Where Offending Material has been removed or cleared by the District in accordance with section 12, the costs for such removal or clearance shall be paid by the owner of the real property identified in the Removal Order, which costs shall be calculated in accordance with the rates set out in Schedule "B".~~

~~14. If the costs owing to the District under section 13 remain unpaid on December 31 of the year in which the costs were incurred, the District may add those costs to the taxes payable on such real property, as taxes in arrears~~.

~~RIGHT OF ENTRY FOR INSPECTION~~ **ENTRY AND INSPECTION**

~~15.~~ 5.1 A Bylaw Enforcement Officer may enter, at all reasonable times, ~~upon~~ any real onto any property within the District to determine ~~whether the provisions of~~ compliance with this Bylaw. ~~or the directions of a Removal Order are being complied with.~~

~~NO INTERFERENCE~~

~~16.~~ 5.2 A ~~No~~ person shall not obstruct or interfere with:

(a) a Bylaw Enforcement Officer in the performance of ~~his or her~~ their duties under this Bylaw; or

(b) ~~any~~ A person directed by the District to carry out ~~the work under section 12 of~~ the duties of this Bylaw.

OFFENCES AND PENALTIES

~~17~~. 6.1 Any ~~Every~~ person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of this Bylaw, or who neglects to do or refrains from doing anything required under the provisions of this Bylaw, is guilty of an offence and shall be liable on summary conviction to a penalty of not more than $~~10,000~~ $50,000, plus ~~together with such~~ other penalties that may be imposed by the Court, including payment of the costs of prosecution and compensation for loss or damage suffered by the District.

6.1 This Bylaw may be enforced by means of ticket issued under the Municipal Ticket Information System Bylaw No. 943, 2024.

~~6.2~~ 6.2 Each day that an offence against this Bylaw continues constitutes a separate offence.~~18. Where an offence under this Bylaw is a continuing offence, each day the offence continues constitutes a separate offence.~~

~~SEVERABILITY~~

~~19. If any provision of this Bylaw is for any reason declared invalid by a Court of competent jurisdiction, the decision shall not affect the validity of the remaining provisions of this Bylaw.~~ (moved up above)

READ A FIRST TIME this 12th day of October, 2010.

READ A SECOND TIME this 28th day of February, 2024.

READ A THIRD TIME this 28th day of February, 2024.

ADOPTED this 14th day of March, 2024.

SCHEDULE "A"
REMOVAL ORDER

Property Owner	
Physical Address	**Hudson's Hope, BC**
Mailing Address	

The above-listed property has been deemed to be in contravention of Property Maintenance Bylaw No. 791, 2010.

You are required to remove:

- **all Rubbish or other noxious, offensive, or unwholesome material, including hydrocarbon fluid, that has accumulated on the above-listed property**
- **all Rubbish or other noxious, offensive, or unwholesome material that has accumulated in any buildings or structures located on the above-listed property that creates a health or safety hazard**
- **all unsanitary conditions existing on the above-listed property or in any buildings or structures located on the above-listed property**
- **all trees and other growths creating a safety hazard on the above-listed property**
- **all noxious weeds designated under the Weed Control Regulation of the *Weed Control Act*, as amended from time to time, growing or accumulating on the above-listed property**
- **all but one Derelict Vehicles located outside a building on the above-listed property that is under 1 hectare in size**
- **all but four Derelict Vehicles located outside a building on the above-listed property that is between 1 and 10 hectares in size**
- **all but six Derelict Vehicles located outside a building on the above-listed property that is over 10 hectare in size**
- **all graffiti placed or remaining on any buildings or structures located on the above-listed property**
- **all unsightly conditions existing on the above-listed property or in any buildings or structures located on the above-listed property**

_____ _____

Bylaw Enforcement Officer **Date (yyyy-mm-dd)**

(back of removal order)

From Property Maintenance Bylaw No. 791, 2010:

REMOVAL ORDERS

7. Where an owner or occupier fails to comply with section 6 of this Bylaw, a Bylaw Enforcement Officer may deliver a Removal Order to the owner or occupier of the real property, in accordance with section 8 of this Bylaw, which Removal Order shall:
   (a) require the owner or occupier to remove or clear the Offending Material from the real property within 30 days of service of such Removal Order;
   (b) notify the owner or occupier that, after the expiration of 30 days, the District may, by its officers, employees, contractors and agents, enter on the real property and remove or clear the Offending Material, at the owner or occupier's expense; and
   (c) notify the owner or occupier that they may appear before Council on a specified hearing date, which date shall be no less than 5 days and no more than 30 days after delivery of the Removal Order.
8. The Bylaw Enforcement Officer must serve the Removal Order on the owner or occupier of the real property on which the Offending Material is located by either:
   (a) personal service; or
   (b) registered mail with acknowledgement of receipt, to the address of the owner shown on the last real property assessment roll.
9. A person who receives a Removal Order must remove or clear the Offending Material from the real property within 30 days of service of the Removal Order.
10. Upon giving the District Clerk at least 5 days notice of his or her intention to appear, a person who receives a Removal Order may make representations in person, or through an agent, to Council on the hearing date specified in the Removal Order.
11. After hearing representations made pursuant to section 10, Council may:
   (a) affirm the Removal Order;
   (b) vary the Removal Order; or
   (c) rescind the Removal Order.

DISTRICT ACTION UPON FAILURE TO COMPLY WITH ORDER

12. If a person who receives a Removal Order fails to remove or clear the Offending Material from the real property as directed in the Removal Order, the District may, by its officers, employees, contractors and agents, enter on the real property identified in the Removal Order between the hours of 8:00 a.m. and 8:00 p.m., and remove or clear the Offending Material.
13. Where Offending Material has been removed or cleared by the District in accordance with section 12, the costs for such removal or clearance shall be paid by the owner of the real property identified in the Removal Order, which costs shall be calculated in accordance with the rates set out in Schedule "B".
14. If the costs owing to the District under section 13 remain unpaid on December 31 of the year in which the costs were incurred, the District may add those costs to the taxes payable on such real property, as taxes in arrears.

SCHEDULE "B"

REMOVAL AND CLEARANCE COSTS

Contractor Costs: **Actual costs**

~~District Employee and Equipment Costs:~~

Administrative Costs	$200 each offense
Equipment (without operator)	***Cost***
Grader	$ 115.00/hr
Loader	$ 90.00/hr
Backhoe	$ 50.00/hr
Trackless	$ 50.00/hr
Lawn Tractor	$ 40.00/hr
Gravel Truck	$ 45.00/hr
Pickup Truck	$ 25.00/hr
Personnel	
~~Lead Hand~~	~~$ 40.00/hr~~
~~General Trades~~	~~$ 35.00/hr~~
~~Bylaw Officer~~	~~$ 35.00/hr~~
~~Manager of Protective & Inspection Services or Director of Public Works~~	~~$ 50.00/hr~~
Public Works	$ 50.00/hr
Officer Positions	$ 75.00/hr

STAFF REPORT

TO: **Mayor and Council**

FROM: **Crystal Brown, Chief Administrative Officer**

DATE: **March 4, 2024**

SUBJECT: **District of Hudson's Hope Municipal Ticket Information System Bylaw No. 943, 2024**

RECOMMENDATION:
That Council receive the report titled "Municipal Ticket Information System Bylaw No. 943, 2024" dated February 12, 2024; further, that Council gives "Municipal Ticket Information System Bylaw No. 943, 2024", third reading.

BACKGROUND:
On February 12, 2024, Council passed the following resolution:

> ***MOVED, SECONDED, and CARRIED***
> *That Council receive the report titled "Municipal Ticket Information System Bylaw No. 943, 2024" dated February 12, 2024; further, that Council gives "Municipal Ticket Information System Bylaw No. 943, 2024" first and second reading.*

On January 8, 2024, Council passed the following motion:

> ***MOVED, SECONDED, and CARRIED***
> *That Council authorizes that the draft bylaws addressing concerns related to attracting wildlife to Hudson's Hope be discussed at a future Committee of the Whole Meeting prior to being presented to Council for adoption.*

During the August 28, 2023, Council Meeting, Corporal Erich Schmidt, Detachment Commander with the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services shared concerns with Mayor and Council that residents of Hudson's Hope are not complying with requests to remove attractants such as fruit trees and berry bushes, and that failure to do so, is causing an increase in bear activity and creating concerns for public safety.

Sgt. Lacey stated that he has worked with other communities with similar problems, and it has always come down to local council enacting bylaws that compel residents to clear their attractants and ensure that vacant or abandoned properties are properly maintained. In addition, to bylaw enforcement tools, Sgt. Lacey and Corporal Schmidt would like to see more public awareness created to educate residents.

DISCUSSION:

The District of Hudson's Hope Municipal Ticket Information System Bylaw No. 943, 2024 (Bylaw) allows the District to impose monetary fines for non-compliance with District bylaws. The proposed changes include:

a. **Schedules:** Changes include:
   i. The addition of Schedule D – Property Maintenance Bylaw No. 941, 2024, and
   ii. The addition of Schedule E - Garbage Collection Bylaw No. 838, 2014,

b. **Definitions:** Changes include:
   i. The addition of "Bylaw Enforcement Officer" to the Definitions,

c. **Housekeeping:** Changes include:
   i. Addition of a legal sentence within the body of Bylaw, to include Schedules as part of the Bylaw.

FINANCIAL CONSIDERATIONS:

The proposed changes to Bylaw include the following proposed fines:

Schedule D - Property Maintenance Bylaw No. 941, 2024		
Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Littering	3.1	$100.00
Place graffiti on property	3.2, 3.3(i)	$100.00
Permit accumulation of rubbish, noxious, offensive or unwholesome matter on property	3.3 (a)	$100.00
Create health or safety hazard	3.3 (b)	$100.00
Permit unsanitary or Unsightly conditions	3.3 (c)	$100.00
Permit trees and other growth that creates a safety hazard	3.3 (d)	$100.00
Derelict vehicles on land	3.3 (f), (g), (h)	$100.00
Permit fruit or nuts to accumulate	3.3 (j)	$100.00
Obstruct Bylaw Enforcement Officer	5.2	$100.00

Schedule E - Garbage Collection Bylaw No. 838, 2014		
Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Garbage placed outside of prescribed collection date or time	4(5)	$100.00
Garbage removed after prescribed time on collection day	4(10)	$100.00
Garbage not stored in an inaccessible manner	4(11)	$100.00
Obstruct Bylaw Enforcement Officer	2(a), 2(b)	$240.00

***The first three fines listed above are lower than suggested in the Toolkit.**

During the February 12, 2024, Council Meeting, Council requested that staff look at neighbouring municipalities to determine how the existing fines for the Animal Control and Licensing Bylaw No. 589, 1999, and Noise Regulation Bylaw No. 620, 2001 align with comparable infractions in the region. For comparison, staff looked at the District of Tumbler Ridge, the District of Chetwynd, and the City of Dawson Creek. Below is a summary of the information found:

Animal Control and Licensing Bylaw No. 589, 1999

Dog at large	$60.00
Cat at large	$30.00
Farm animal at large	$60.00
Unlicensed Animal at large	$150.00
Licenced Animal at large – First occurrence	$100.00
Licenced Animal at large – Second occurrence and subsequent occurrence	$150.00
Nuisance Dog at large – First occurrence	$200.00
Nuisance Dog at large – Second and subsequent occurrence	$400.00
High Risk Dog at large – First occurrence	$250.00
High Risk Dog at large – Second and subsequent occurrence	$500.00
Dangerous Dog at large – First occurrence	$500.00
Dangerous Dog at large – Second and subsequent occurrence	$1,000.00
Dog at Large	$50.00
Animals at large	$500.00
Aggressive dog at large	$1,000.00

Dog in a public place (without leash)	$60.00
Failure to leash High Risk Dog in a public place	$250.00
Fail to leash Dangerous Dog in a public place or private lands	$300.00
Animal not on a leash	$750.00

Failure to remove dog feces from private property	$60.00
Failure to remove dog feces from public place	$60.00
Failure to remove feces	$100.00
Accumulation of dog feces, foul smelling compost heap or offensive odor	$100.00
Fail to remove animal waste	$750.00

Failure to confine a vicious dog	$120.00
Aggressive dog not securely confined	$300.00
High-risk dog not restrained in a public place or on private property	$500.00
Failure to leash or muzzle a vicious dog	$120.00
Fail to muzzle or leash Dangerous Dog in a public place or private lands	$300.00
Aggressive dog not leashed, muzzled, or under control	$750.00

Failure to confine a dog in heat	$60.00
Female in Heat at Large	$50.00
Failure to confine a dog in heat	$100.00

Dog improperly tethered (to a traffic control device)	$60.00
Dog tethered beyond property boundary (that it is able to leave the boundary)	$60.00
Tether animal to fixed object in a way that the animal is able to leave property	$100.00

Barking dog	$60.00
Barking dog	$50.00

Unlicensed dog	$60.00
Dog/Cat without license – First occurrence	$100.00
Dog/Cat without license – Second and subsequent occurrence	$150.00
High-risk dog not licensed	$500.00
Aggressive dog not licensed	$1,000.00
Nuisance animal not licensed	$500.00

Failure to display license tag	$30.00
Failure to affix license tag on dog or cat	$50.00
Dogs not wearing tags	$50.00
Remove licence or tag from animal	$750.00
Fail to affix license	$500.00

Unlicensed kennel	$300.00
Commercial kennel without license	$200.00
Fail to obtain kennel and business licences	$300.00

Damage to property by a dog	$60.00

Damage to property by a farm animal	$60.00
Feeding of Wildlife Animals	$60.00
Feed or attempt to feed wildlife other than birds/hummingbirds	$100.00

Obstructing the Animal Control Warden	$240.00
Interference with animal control officer	$250.00
Obstruct an Official	$750.00

Noise Regulation Bylaw No. 620, 2001

Amplified sound which disturbs	$60.00
Noise which disturbs	$60.00
Noise which disturbs	$100.00
Create or permit noise disturbance within the hours of 10pm to 7am	$100.00
Create or permit noise disturbance in excess of 10 minutes	$100.00
Permit noise that disturbs the neighborhood	$500.00

Animal / bird noise which disturbs	$60.00
Keeping of animals or birds which disturb the peace of the surrounding area	$100.00

Vehicle noise which disturbs	$60.00
Running Motor Noise	$100.00
Excessive idling of commercial vehicle	$200.00
Unmuffled engine	$60.00
Unmuffled Engine Noise	$100.00
Continuous running of a vehicle in a residential zone - first offense	$60.00
Continuous running of a vehicle in a residential zone second offense	$120.00

Obstruct Bylaw Enforcement Officer	$240.00
Obstructing Officer	$100.00
Obstructing Officer	$750.00

Equipment noise which disturbs	$600.00

Property Maintenance Bylaw No. 941, 2024

Littering	$100
Littering Within the Community	$50
Litter	$750

Place graffiti on property	$100
Graffiti on Property	$100
Permitting or Placing Graffiti Visible to the Public	$50

Permit accumulation of rubbish, noxious, offensive on property	$100
Rubbish on Property	$100

Create health or safety hazard	$100
Permit unsanitary or unsightly conditions	$100

Unsightly Grass or Weeds	$100
Failure to Remove Noxious Weeds or Unsightly Growth	$100
Permit Real Property to Accumulate Matter or Thing that Creates Unsightly Conditions	$50
Permit property to become/remain unsightly	$500

Permit trees and other growth that creates a safety hazard	$100
Trees, hedges, bushes, or shrubs presenting a public hazard	$100

Derelict vehicles on land	$100
Vehicle on Property	$100

Permit fruit or nuts to accumulate	$100.00
Fruit accumulation likely to attract wildlife	$100.00

Obstruct Bylaw Enforcement Officer	$100
Obstruct Officer	$100

Garbage Collection Bylaw No. 838, 2014

Garbage placed outside of prescribed collection date or time	$100
Place a Bear-Resistant Collection Cart out for collection the night before scheduled day of collection	$50
Place cart after 7am or fail to remove before 7pm	$300

Garbage removed after prescribed time on collection day	$100
Fail to remove Bear-Resistant Collection Cart by 9pm on collection day	$50
Place cart after 7am or fail to remove before 7pm	$300

Garbage not stored in an inaccessible manner	$100

Obstruct Bylaw Enforcement Officer	$240
Obstruct Bylaw Enforcement Officer	$250
Obstruct an Official	$750

District of Hudson's Hope
District of Tumbler Ridge
City of Dawson Creek
District of Chetwynd (some fines are increased after first offense)

*It should be noted that only fines from Municipal Ticket Information System Bylaws were included for comparison.

COMMUNICATIONS AND OTHER CONSIDERATIONS:

A Public Service Announcement (PSA) was issued to communicate the proposed changes. Members of the public were encouraged to submit written comments or attend the COW Meeting if they have any questions or concerns. In addition, the proposed Bylaw was referred to the Hudson's Hope RCMP, and Sergeant Brad Lacey of the BC Conservation Services for comment.

Cpl. Schmidt responded that he had a read over of all the Bylaws and they look good. In recognition of that the proposed bylaws will result in a big change for the community, the District will need to ensure that the information will get distributed to the town as a whole. Cpl. Schmidt further noted the difficulties in getting residents to pay Bylaw Notice Enforcement tickets and inquired what the plan will be to enforce the Bylaws subject to residents not paying the ticket.

OPTIONS FOR FURTHER CHANGES TO THE PROPOSED BYLAW INCLUDES

1. Amend the proposed fines.

ALTERNATIVE OPTIONS:

1. That Council receive the report titled "Municipal Ticket Information System Bylaw No. 943, 2024" dated February 12, 2024; further, that Council refers "Municipal Ticket Information System Bylaw No. 943, 2024", to staff for changes.

ATTACHMENTS AND EXTERNAL LINKS:

1. Draft District of Hudson's Hope District of Hudson's Hope Municipal Ticket Information System Bylaw No. 943, 2024
2. Municipal Ticket Information System Bylaw No. 590, 1999
3. Wildlife Attractant Bylaw Toolkit

Prepared By: *Crystal Brown, Chief Administrative Officer*

DISTRICT OF HUDSON'S HOPE
BYLAW NO. 943, 2024

A bylaw to regulate the municipal ticket information system.

WHEREAS Council has the authority to designate those bylaws for which municipal ticket information may be used as a means of bylaw enforcement;

AND WHEREAS Council deems it expedient to authorize the use of municipal ticket information for the enforcement of certain bylaws;

NOW THEREFORE the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

GENERAL PROVISIONS

1. This Bylaw shall be cited as "Municipal Ticket Information System Bylaw No. 943, 2024".

2. District of Hudson's Hope Municipal Ticket Information System Bylaw No. 500, 1999, and all its amendments shall be repealed.

3. If any portion of this bylaw is declared invalid by a court, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

4. The headings used in this bylaw are for convenience only and do not form part of this Bylaw and are not to be used in the interpretation of this bylaw.

5. Schedules "A", "B", "C", "D", and "E" are attached to and forms part of this Bylaw.

DEFINITIONS

6. In this Bylaw,

   "Bylaw Enforcement Officer" means a person appointed by Council as an Officer, a Bylaw Enforcement Officer, a Building Inspector, or a member of the Royal Canadian Mounted Police.

ADMINISTRATIVE

7. The Bylaws listed in Column 1 of Schedule "A" of this Bylaw may be enforced by means of a ticket in the form prescribed in the *Community Charter*.

8. The person who acts in the job positions or titles listed in Column 2 of Schedule "A" to this Bylaw are designated Bylaw Enforcement Officers for the purpose of enforcing the Bylaws listed in Column 1 of Schedule "A" opposite the respective job position.

9. The words or expressions set forth in Column 1 of Schedule "B" to Schedule "E" this Bylaw designate the offence committed under the bylaw section number appearing in Column 2 of Schedule "B-1" opposite the respective words or expressions.

10. The dollar amounts in Column 3 of Schedule "B" to Schedule "E" of this Bylaw are the fines for the corresponding offences designated in Column 1".

READ A FIRST TIME this 12th day of February 2024

READ A SECOND TIME this 12th day of February, 2024.

READ A THIRD TIME this ____ day of ____, 2024.

ADOPTED this ____day of _____, 2024.

Travous Quibell, Mayor

Andrea martin, Corporate Officer

Certified a true copy of Bylaw No.

This ___ day of _____, 20___.

Corporate Officer

SCHEDULE "A"

Column 1	Column 2
Animal Control and Licensing Bylaw No. 589, 1999	Animal Control Warden Bylaw Enforcement Officer
Noise Regulation Bylaw No. 620, 2001	Bylaw Enforcement Officer
Property Maintenance Amendment Bylaw No. 941, 2024	Bylaw Enforcement Officer
Hudson's Hope Garbage Collection Bylaw No. 838, 2014	Bylaw Enforcement Officer

SCHEDULE "B"

Animal Control and Licensing Bylaw No. 589, 1999		
Column 1	**Column 2 Bylaw Section**	**Column 3 Fine**
Dog at large	4(1)	$60.00
Damage to property by a dog	4(2)	$60.00
Dog in a public place	4(3)	$60.00
Failure to remove dog feces from public place	4(4)(a)	$60.00
Failure to remove dog feces from private property	4(4)(b)	$60.00
Failure to confine a vicious dog	5(1)	$120.00
Failure to leash or muzzle a vicious dog	5(2)	$120.00
Failure to confine a dog in heat	6	$60.00
Dog improperly tethered	7(1)	$60.00
Dog tethered beyond property boundary	7(2)	$60.00
Barking dog	8	$60.00
Unlicensed dog	9(1)	$60.00
Failure to display license tag	14(2)	$30.00
Unlicensed kennel	16	$300.00
Cat at large	19	$30.00
Farm animal at large	20(1)	$60.00
Damage to property by a farm animal	20(2)	$60.00
Feeding of Wildlife Animals	21	$60.00
Obstructing the Animal Control Warden	24	$240.00

SCHEDULE "C"

Noise Regulation Bylaw No. 620, 2001		
Column 1	**Column 2 Bylaw Section**	**Column 3 Fine**
Noise which disturbs	3	$60.00
Noise which disturbs	4	$60.00
Amplified sound which disturbs	5 (a)	$60.00
Animal / bird noise which disturbs	5 (b)	$60.00
Vehicle noise which disturbs	5 (c)	$60.00
Unmuffled engine	5 (d)	$60.00
Continuous running of a vehicle in a residential zone – first offence	5 (e)	$60.00
Continuous running of a vehicle in a residential zone – second offence	5 (e)	$120.00
Obstruct Bylaw Enforcement Officer	9	$240.00
Equipment noise which disturbs	5.1	$600.00

SCHEDULE "D"

Property Maintenance Bylaw No. 941, 2024		
Column 1	**Column 2 Bylaw Section**	**Column 3 Fine**
Littering	3.1	$100.00
Place graffiti on property	3.2, 3.3(i)	$100.00
Permit accumulation of rubbish, noxious, offensive or unwholesome matter on property	3.3 (a)	$100.00
Create health or safety hazard	3.3 (b)	$100.00
Permit unsanitary or Unsightly conditions	3.3 (c)	$100.00
Permit trees and other growth that creates a safety hazard	3.3 (d)	$100.00
Derelict vehicles on land	3.3 (f), (g), (h)	$100.00
Permit fruit or nuts to accumulate	3.3 (j)	$100.00
Obstruct Bylaw Enforcement Officer	5.2	$100.00

SCHEDULE "E"

Garbage Collection Bylaw No. 838, 2014		
Column 1	**Column 2 Bylaw Section**	**Column 3 Fine**
Garbage placed outside of prescribed collection date or time	4(5)	$100.00
Garbage removed after prescribed time on collection day	4(10)	$100.00
Garbage not stored in an inaccessible manner	4(11)	$100.00
Obstruct Bylaw Enforcement Officer	2(a), 2(b)	$240.00

Hudson's Hope Municipal Information System Bylaw

Bylaw No. 590,1999

CONSOLIDATED VERSION FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. Amendments have been incorporated with the parent bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the subject bylaw.

Amendment Bylaw 621, 2001

Amendment Bylaw 782, 2007

Amendment Bylaw 868, 2016

Amendment Bylaw 871, 2016

DISTRICT OF HUDSON'S HOPE

BYLAW NO. 590

A bylaw to establish the municipal ticket information system.

WHEREAS under section 272 (1)(a) of the *Municipal Act*, the Council may, by bylaw, designate those bylaws for which municipal ticket information may be used as a means of bylaw enforcement; and

WHEREAS section 272 (1)(c) of the Act empowers the Council, by bylaw, to authorize the use of any word or expression on a municipal ticket information to designate an offence against a bylaw; and

WHEREAS section 272 (5) of the Act empowers the Council, after consultation with the Chief Judge of the Provincial Court, to set fines by bylaw; and

WHEREAS the Council deems it expedient to authorize the use of municipal ticket information for the enforcement of certain bylaws, to designate persons as Bylaw Enforcement Officers, to authorize the use of certain words or expressions to designate certain bylaw offences and to set certain fine amounts;

NOW THEREFORE, the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Municipal Ticket Information System Bylaw No. 590, 1999".

2. The bylaws listed in Column 1 of Schedule A to this Bylaw may be enforced by means of a ticket in the form prescribed for the purpose of section 272 (1) of the *Municipal Act*.

3. The persons appointed to the job positions or titles listed in Column 2 of Schedule A to this Bylaw are designated as Bylaw Enforcement Officers under section 272 (1)(b) of the *Municipal Act* for the purpose of enforcing bylaws listed in Column 1 opposite the respective job positions.

4. The words or expressions set forth in Column 1 of Schedule B-1 to this Bylaw designate the offence committed under the bylaw section number appearing in Column 2 opposite the respective words or expressions.

5. The amounts appearing in Column 3 of Schedule B-1 to this Bylaw are the fines set under section 272 (5) of the *Municipal Act* for the corresponding offences designated in Column 1.

Read a First Time this 28th day of June, 1999.
Read a Second Time this 28th day of June, 1999.
Read a Third Time as amended this 25th day of August, 1999.
Approved by the Chief Judge of the Province of B.C. this 10th day of September, 1999.
Adopted this 13th day of October, 1999.

MAYOR CLERK

Certified a true copy Bylaw No. 590
this 15 day of October 1999.

Clerk

District of Hudson's Hope
Municipal Ticket Information System Bylaw No. 590, 1999
Office Consolidation

Schedule A

Column 1	Column 2
Animal Control and Licensing Bylaw No. 589, 1999	Animal Control Warden Bylaw Enforcement Officer, Royal Canadian Mounted Police Conservation Officer
Noise Regulation Bylaw No. 620, 2001	Bylaw Enforcement Officer, Royal Canadian Mounted Police

SCHEDULE "A"

Schedule B -1

Animal Control and Licensing Bylaw No. 589, 1999
Animal Control and Licensing Amendment Bylaw No. 724, 2007
Municipal Ticket Information System Amendment Bylaw No 868, 2016

Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Dog at large	4(1)	$60.00
Damage to property by a dog	4(2)	$60.00
Dog in a public place	4(3)	$60.00
Failure to remove dog feces from public place	4(4)(a)	$60.00
Failure to remove dog feces from private property	4(4)(b)	$60.00
Failure to confine a vicious dog	5(1)	$120.00
Failure to leash or muzzle a vicious dog	5(2)	$120.00
Failure to confine a dog in heat	6	$60.00
Dog improperly tethered	7(1)	$60.00
Dog tethered beyond property boundary	7(2)	$60.00
Barking dog	8	$60.00
Unlicensed dog	9(1)	$60.00
Unlicensed kennel	16	$300.00
Failure to Display License Tag	14(2)	$30.00
Cat at large	19	$30.00
Farm animal at large	20(1)	$60.00
Damage to property by a farm animal	20(2)	$60.00
Obstructing the Animal Control Warden	24	$240.00
Feeding of Wildlife Animals	21	$60.00

SCHEDULE "B"

Schedule B-2

Noise Regulation Bylaw No. 620, 2001
Noise Regulation Amendment Bylaw No. 629, 2002
Noise Regulation Amendment Bylaw No. 646, 2003

Column 1	**Column 2** Bylaw Section	**Column 3** Fine
Noise which disturbs	3	$60.00
Noise which disturbs	4	$60.00
Amplified sound which disturbs	5 (a)	$60.00
Animal / bird noise which disturbs	5 (b)	$60.00
Vehicle noise which disturbs	5 (c)	$60.00
Unmuffled engine	5 (d)	$60.00
Continuous running of a vehicle in a residential zone First offence Second offence	5 (e)	 $60.00 $120.00
Obstruct Bylaw Enforcement Officer	9	$240.00
Equipment noise which disturbs	5.1	$600.00

Hudson's Hope Radio Amateur Club
PO Box 90
Hudson's Hope, BC V0C 1V0

February 5th, 2024

To Whom it may concern;

The Hudson's Hope Radio Amateur Club has been working diligently to raise funds for the revitalization of the Signal Hill Radio Site.

We have been able to secure a grant in the amount of 1200 Dollars from the Peace Region Internet Society.

Additionally, an in-kind donation of labor and equipment to conduct a temporary repair to the 106.1 CKHH Radio Repeater at the Signal Hill Site was secured. You may have noticed that our radio station is back on the air!

We have also been able to, through a similar donation of equipment, also make repairs to the electrical service at the "wood pole" tower on Signal Hill. This has allowed us to restore the functionality of our Cross-Band radio repeater, bringing handheld UHF Radio service back to Amateur Radio Users in Hudson's Hope.

We thank you for your continued patience and consideration,

Joel Stark
President - Hudson's Hope Radio Amateur Club
1-250-263-1301

February 15, 2024

1276814

Via email: c/o andrea@hudsonshope.ca

Their Worship Travous Quibell
Mayor of the District of Hudson's Hope
9904 Dudley Dr
Hudson's Hope BC V0C 1V0

Dear Mayor Quibell:

Thank you for your letter of support for the South Peace Health Services Society dated January 3, 2024. I apologize for the delayed response.

I am pleased to confirm that the Ministry of Health will provide funding to the South Peace Health Services Society for the fiscal year 2024/25 to enable the Society to continue supporting the invaluable work provided by the Bulterys House.

We recognize the Society's vital role in helping Bulterys House provide support services to British Columbians receiving care away from home.

Thank you for your ongoing support, as we work together to create a better British Columbia for all. I appreciate the opportunity to respond.

Sincerely,

Stephen Brown
Deputy Minister

pc: Chris Norbury, Councilor, District of Tumbler Ridge
Peter Klotz, Executive Director, Regional Grants and Decision Support, Finance and Corporate Service Division, Ministry of Health

Forest Enhancement
Society of BC

RECEIVED
JAN 24 2024

January 26, 2024

Dear Mayor and Hudson's Hope (District) Council,

In January 2023 at the Truck Logger's Association convention, Premier David Eby announced that the Forest Enhancement Society of BC (FESBC) would be entrusted to administer $50 million of funding for forest enhancement projects. These projects would have two specific purposes: to utilize more waste wood from the forest and to reduce wildfire risks for communities.

Our team at FESBC got to work right away and by late spring, that same year, rolled out a funding intake for First Nations, community forests, and communities throughout the province to apply to for funding. Just one year after the Premier's announcement, 66 projects have been approved valued at $47.9 million and the work on the ground is active now. The enclosed report shares an overview of these newly funded projects in regions all throughout the province.

We are very proud of the various project partners who have stepped forward with creative and thoughtful projects which not only utilize more waste wood or reduce wildfire risk, but have additional benefits such as improving wildlife habitat, developing recreational opportunities, creating or maintaining forestry-related jobs often in rural communities, and improving the health and resilience of our forests.

Additionally, 39 of these 66 projects are either led by, or involve, First Nations.

The enclosed Accomplishments Update showcases three of these newly funded forest enhancement projects. Industry leaders Gordon Murray, Executive Director of the Wood Pellet Association of Canada, and Joe Nemeth, General Manager of BC Pulp & Paper Coalition, share how critical this funding has been to help address some of their members' needs to keep people working, harness innovation to help B.C.'s bioeconomy, and take action on climate change.

FESBC projects show there doesn't need to be a trade-off between the environment or the economy – it can be a win for both.

Steve Kozuki

Steven F. Kozuki, RPF
Executive Director, FESBC

P.S. Keep up to date on FESBC funding and funded projects. Visit www.fesbc.ca and sign up for our monthly newsletter.

(270) MC

FESBC

January 2024

Enhancing B.C.'s Forests By Using the Entire Tree

How First Nations and local communities are innovating to lead the way in the green economy





"Over the last four years, close to one million cubic metres of fibre has been recovered in our region, and much of the recovery work was supported with funding from FESBC's fibre utilization program."

PERCY GUICHON
Executive Director
Central Chilcotin Rehabilitation Ltd.

Left to Right: Daniel Persson, Forestry Superintendent with Central Chilcotin Rehabilitation, Joe Webster, Manager with Tŝideldel Biomass, Philippe Theriault, General Manager with Tŝideldel Enterprises, and Steve Kozuki with the Forest Enhancement Society of BC.

2023-2025 Fibre Utilization & Wildfire Risk Reduction Programs*

67,765 TRUCK LOADS

An estimated 67,765 truck loads of wood fibre is being utilized instead of piled and burned in slash piles.

229,382 CARS OFF THE ROAD

Avoided greenhouse gas emissions from these projects is equivalent to taking over 200,000 cars off the road.

1,060,168 AVOIDED EMISSIONS

As a result of these projects, over one million tonnes of carbon dioxide equivalent, or CO2e, will be avoided, helping take action on climate change.

*as of December 2023

It's not the Environment or the Economy—it's Both

In a world where issues are increasingly being framed as being divisive and polarized, it is refreshing to see new and innovative examples of win/win solutions. Instead of rehashing the decades-old debate of "jobs versus the environment," the **growing forestry bioeconomy** in British Columbia uses waste wood and biomass from the forest that otherwise would be slash burned or left behind to instead create green energy and sustainable forest products.

Slash burning of waste wood, wood left over from timber harvesting or other treatments, creates significant greenhouse gas emissions, which can be avoided if waste wood is used. Using that waste wood also creates many family-supporting jobs throughout the supply chain.

Thus, the creation of sustainable jobs and taking action on climate change is the very essence of what a bioeconomy should look like.

Win/win solutions for the environment and the economy is something the Clean BC Plan strives for.

FESBC Forest Enhancement Society of BC

Learn more about innovative people and projects throughout B.C.







Fibre Utilization Throughout B.C.

1. A work crew helping with the Osoyoos Indian Band's project. Photo Credit: Rob Svendsen.
2. A view of Central Chilcotin Rehabilitation Ltd's Pressy Lake work site. Photo Credit: Tiffany Christianson Photography.
3. Stuwix Resources Joint Venture and Valley Carriers project is to reduce waste and enhance the utilization of fibre. Photo Credit: Stuwix Resources Joint Venture.

1 PROJECT: **OLIVER**

This project is focused on bringing a culture change to how low value fibre is viewed in the Southern Interior. The goal is to find ways to enable the full utilization and delivery of pulp fibre in line with the traditional values and harvesting practices of the Osoyoos Indian Band.

3,284 TRUCK LOADS
of fibre will be diverted from being burned.

14,381 Cars off the Road
The avoided emissions as a result of the project is like taking 14,381 cars off the road.

"The Osoyoos Indian Band (OIB) values the sustainable uses of natural resources throughout their traditional territory. Fibre utilization through improved forest practices results in less burning of debris piles, cleaner air and waterways, and the financial benefit from processing what would normally be left behind due to uneconomic viability. Managing the larger landscape for wildfire risk reduction, climate change adaptations, and mitigating insect infestations are critical to the OIB, and FESBC funding has provided the means to meet numerous management objectives on our traditional lands." —**DAN MACMASTER**, Forest Manager | Nk'Mip Forestry of the Osoyoos Indian Band

2 PROJECT: **70 MILE**

This project contributes to the restoration of a fire damaged forest while supporting the development of capacity to efficiently utilize fibre for local facilities and support First Nation participation in the forest bioeconomy.

1,369 TRUCK LOADS
of fibre will be diverted from being burned.

6,704 Cars off the Road
The avoided emissions as a result of the project is like taking 6,704 cars off the road.

"By avoiding 'business as usual' pile and burn practices, we will transform the removed fibre into pulp chip and biomass resources, aligning with FESBC's mission to enhance environmental values and supporting rural economies. This project stands as a beacon of First Nations' approach to modern forestry, showcasing the harmonious integration of ecological restoration, fire hazard mitigation, and forward-thinking solutions for a resilient and sustainable future." —**PHILIPPE THERIAULT**, RPF General Manager, Tŝideldel Enterprises | Senior Advisor, Central Chilcotin Rehabilitation Ltd.

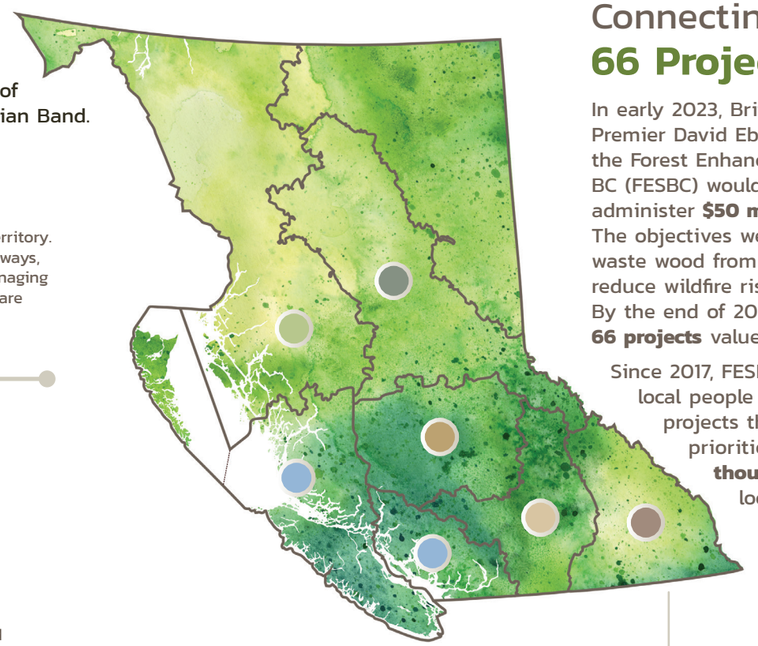
3 PROJECT: **MERRITT**

This project represents a broad partnership between local First Nations, industry, and government to maximize the utilization of forest fibre to support local facilities and avoid the emissions associated with the burning of debris.

78 TRUCK LOADS
of fibre will be diverted from being burned.

277 Cars off the Road
The avoided emissions as a result of the project is like taking 277 cars off the road.

"This funding from FESBC allows us to further transport waste fibre from farther distances to ensure the maximum utilization of this important resource in our local community. Partnering with Stuwix, we are able to provide additional local jobs and fulfill the value of maximizing their resource by finding new markets for what used to be waste wood. Further, this will help us transform logging residuals into value-added products utilized by the agricultural, pulp, and clean energy industries in B.C." —**BEN KLASSEN**, CEO | Valley Carriers Ltd.





HON. BRUCE RALSTON
Minister of Forests
@BruceRalston

Insights from the Minister

"The Forest Enhancement Society of BC (FESBC) supports First Nations, community forests, rural communities, and many others who take on projects to help strengthen forest health and ecosystems, while creating good jobs in communities across the province. As we look ahead to a new year, it's vital we build on the lessons learned in 2023, specifically following the worst wildfire season in our province's history. With the help of the 66 projects funded in 2023, B.C. is taking necessary steps in battling climate change and becoming more resilient in the face of worsening wildfire seasons. Thank you to the entire team at FESBC for a job well done."

Connecting The Dots:
66 Projects with Multiple Outcomes

In early 2023, British Columbia Premier David Eby announced that the Forest Enhancement Society of BC (FESBC) would be entrusted to administer **$50 million of funding.** The objectives were to use more waste wood from the forest and to reduce wildfire risks for communities. By the end of 2023, FESBC approved **66 projects** valued at **$47.9 million**.

Since 2017, FESBC has been inviting local people to propose forestry projects that align with local priorities. The **creativity and thoughtful innovation** of local people throughout British Columbia is reflected in the projects funded by FESBC, which always achieve multiple objectives. Projects that use waste wood **reduce greenhouse gases** while at the same time **create jobs** and **reduce wildfire fuels.** Projects that reduce wildfire risks for communities are done in a manner which also **improves wildlife habitat, creates recreational opportunities,** and **improves the health and resilience of forests.** Overall, about 30% of FESBC projects are led by Indigenous people, which is said to **contribute to reconciliation.** Each dollar of FESBC funding works to accomplish several goals, all of which are important to British Columbians now, and for future generations.

Overview of Newly Funded Projects

	FOREST REGIONS						
	South & West Coast	Thompson-Okanagan	Kootenay-Boundary	Cariboo	Omineca	Skeena	TOTALS
Total Number of Projects	12	17	5	16	7	9	66
Total FESBC Funds Allocated	$5,220,334.00	$9,364,130.00	$3,704,808.00	$16,205,555.00	$8,024,861.00	$5,354,661.00	$47,874,349.00
Total Fibre Utilized in cubic metres	391,213	626,761	283,286	567,545	837,367	369,585	3,075,757
Total Fibre Utilized in truck loads	8,668	14,407	6,449	12,324	17,704	8,213	67,765
Total Avoided Emissions (CO_2e)	144,132	193,350	123,229	197,455	257,249	144,753	1,060,168
Equivalent Number of Cars off the road (in terms of emissions)	32,101	43,063	27,445	40,594	54,341	31,838	229,382
Total Number of Hectares Treated	—	84	78	487	—	—	649
Total Number of Hectares Planned	—	—	24	410	—	—	434
Projects Led by First Nations	9	8	—	9	1	5	32
Projects that Involve First Nations	—	1	1	-	3	2	7

Funded projects are utilizing over **3 million cubic metres of fibre** normally burned. This results in the equivalent of over 225,000 cars off the road.





"Healthy forests are essential to thriving and diverse ecosystems that support healthy people, secure communities along with a sustainable B.C. economy. They also have a key role in address climate change impacts, given their ability to absorb and store large amounts of carbon from the atmosphere. We are proud to work with FESBC, First Nations, and local communities to strengthen forest stewardship so forests, watersheds and our communities are more resilient to the changing climate."

HON. GEORGE HEYMAN
Minister of Environment and Climate Change Strategy
@GeorgeHeyman



GORD MURRAY
Executive Director
Wood Pellet Association of Canada

"Today B.C. is experiencing longer wildfire seasons and more extreme fire behaviour, placing growing risks on communities, critical infrastructure, economies, people's health and safety, and long-term forest health. Until recently, the role of biomass in fire mitigation has largely been overlooked. The reality is that the wood pellet sector has a **critical role** to play by converting excess forest floor debris from harvested areas into wood pellets. Today, what was once considered waste, is now **opening new doors** into the bioeconomy and providing renewable energy around the world and making our communities safer."



JOE NEMETH
General Manager
BC Pulp & Paper Coalition

"FESBC funding is allowing the forest sector to fundamentally improve the utilization of our forest resource. This includes initiatives such as recovering logging waste that would otherwise be piled and burned, salvaging fire damaged timber, and supporting the development of First Nations led bio-hubs. It's about doing more with less. And the benefits are threefold: **Environmental**—significant reduction in carbon emissions by reducing slash burning; **Social**—meaningfully engaging/employing First Nations and independent contractors from small communities whose livelihoods depend upon the forest sector and; **Economic**—without this initiative, more pulp mills would have to shut, putting thousands of people out of work."

Learn More

If you'd like to learn more about the Forest Enhancement Society of BC and how people in British Columbia's forests are helping create climate change solutions, reduce wildfire risk, and keep workers employed through our funded projects, connect with us!

FESBC

Steve Kozuki
FESBC Executive Director
skozuki@fesbc.ca
or 1.877.225.2010

Subscribe to our FESBC Newsletter:

www.fesbc.ca

Follow us on:

FESBC would like to gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Forests.

PRINTED IN CANADA

Darren Kahl
Executive Vice President
Site C Clean Energy Project
P.O. Box 49260
Vancouver, B.C. V7X 1V5

March 1, 2024

Mayor Travous Quibell
District of Hudson's Hope

[Sent via email]
Re: Notice of Site C Construction Activities: April to June 2024

Dear Mayor Quibell,

As part of our engagement with Indigenous Nations, we share regular updates and information about Site C construction activities. This letter describes the construction work planned for April 1 to June 30, 2024. You can also read this email online.

Work on the Site C project continues to advance on schedule, as we prepare for reservoir filling to begin in late summer or early fall 2024. The project remains on-track to achieve first power in 2024 and have all six generating units in-service in 2025.

For the upcoming period, our focus will be on advancing critical work, including transmission tower installation and line stringing; construction and commissioning of the intake and spillway gates; and penstock upper and lower flexible couplers, in addition to the other work outlined below.

Construction activities: April to June 2024

- Progression of earthworks at the dam site.
- Construction of a drainage channel on the left bank of the river.
- Construction and commissioning of the spillway and intake gates.
- Construction and installation of the penstock flexible couplings for Units 1 to 6.
- Construction of the turbines and generators equipment.
- Installation of transmission towers and transmission line stringing between the substation and the powerhouse.
- Construction of the balance of plant (mechanical, electrical, architectural scopes).
- Construction of the permanent fishway facility.
- Hauling of riprap from West Pine Quarry to site via train and possibly trucks through Chetwynd and Jackfish Lake Road.
- On-call archaeological studies, as required.
- Decommissioning of the conveyor belt system.

For all activities described in this letter, the necessary approvals will have been obtained before work begins. Geotechnical site investigations, air quality monitoring, heritage and other field studies are ongoing. We'll continue to provide annual field study notices of these activities.

For the safety of the public and workers, please use caution when hunting, shooting, or setting traps in Site C project areas.

The following information outlines work taking place in different areas of the project.

Dam site

- **Access roads**: Crews will continue to maintain dam site access roads and existing south bank resource roads, including petroleum development roads.
- **Diversion headpond:**
    - The Peace River was diverted in October 2020. During the river diversion phase, water accumulates behind the upstream cofferdam in what is called a headpond. The headpond begins at the dam site and could extend as far back as 15 kilometres – or approximately up to Cache Creek.
    - This means water levels could rapidly rise in areas upstream of the dam site.
- **Main civil works and infrastructure:**
    - Excavation, hauling and stockpiling of aggregate within the dam site.
    - Construction in the left bank drainage adit and right bank drainage tunnel.
    - Rail and possible truck delivery of riprap to site and placement on the dam, tailrace, and approach channel.
    - Permanent dam site road construction.
    - Construction of a drainage channel on the left bank of the river.
    - Haul road realignments on the dam site.
    - Reclamation and recontouring of completed areas of the dam site.
- **Permanent fishway facility:** Construction of the permanent fishway will continue.
- **Generating station, spillways, and right bank foundation enhancements:**
    - Construction and commissioning of the spillway and intake gates.
    - Installing the penstock flexible coupling for Units 1 to 6.
- **Turbines and generators:**
    - Installation of the turbine and generator components in the powerhouse will continue.
    - Assembly of generator components will continue inside the powerhouse main service bay and at the contractor's on-site shop.
- **Balance of plant:**
    - Electrical and mechanical equipment components will continue to be safely delivered to and installed at site.
    - Installation of electrical and mechanical equipment inside the powerhouse, intakes and spillways will continue.

    - Construction of control rooms and office space within the powerhouse will continue.
- **Transmission lines:** Construction of three 500 kilovolt transmission lines between the Site C substation and the Site C generating station will continue.

Public roads and highways

- **Highway 29:** Final paving of the intersection of Highway 29 and the future Halfway River boat launch will take place in the spring. The installation of rumble strips will occur in the spring/summer.

Peace River and reservoir area

- **Boat launches:** The existing boat launch at Halfway River will open for the start of the boating season in spring 2024. It will remain open until we begin reservoir filling in late summer or early fall 2024.
- **River closure:** A short section of the Peace River is permanently closed at the dam site.
- **In-river debris management systems:** Debris management structures are in place on the Moberly River. The debris boom on the Peace River will be reinstalled for April 1 and the start of the local basin flood season.
- **Archaeology**: On-call archaeological studies, as required, anywhere on the project.
- **Removals:** Environmental clean-up of found contamination will take place. Acquired residences and structures located within impact lines will be removed or relocated. Fences on acquired properties will be removed.
- **Surveys and site investigations**: Will take place within the footprint of the reservoir area.

Production and transport of materials

- **Conveyor belt system**: The conveyor system has completed the transfer of till materials to site and its removal will continue.
- **West Pine Quarry**: Blasting will resume at the quarry in April, when the blasting window re-opens.
- **Area E:** Materials transfer to the dam site is now complete.
- **Debris management:** Burning of waste wood may occur in early spring during approved venting windows and when ground conditions are suitable.

Environmental Assessment Certificate

Environmental Assessment Certificate #E14-02 for the project consists of Schedule A, the project description, and Schedule B, the conditions under which the project must be built and operated. If we wish to make a change to either Schedule A or Schedule B of the Environmental Assessment Certificate, we are required to submit a written request to the Environmental Assessment Office (EAO). The EAO consults with regulatory agencies, Indigenous Nations and/or the public on the request and issues a written decision on the request.

To date, we have requested and been granted 11 amendments to the Environmental Assessment Certificate. The most recent Amendment allows BC Hydro to retain temporary structures permanently in the reservoir and become submerged if retaining the structures will not have an adverse effect on fish or fish habitat.

BC Hydro is complying with all conditions of the Environmental Assessment Certificate and its amendments.

Water Licences and Leaves to Commence Construction/Diversion

We hold Water Licences for the diversion and use of water, the storage of water, and for the temporary and permanent fish passage facilities. During construction, we will apply for a series of Leaves to Commence Construction under the Water Licences to construct project works or components of project works. Construction-related activities under the Leaves to Commence Construction are also independently reviewed by the Independent Engineer and the Independent Environmental Monitor as required by the Water Licences.

To date, we have obtained Leaves to Commence Construction authorizing construction works, including but not limited to excavations and construction of cofferdams; generating station civil works and spillway civil works; construction of the temporary and permanent fish passage facilities, reservoir clearing and boat launch construction, Hudson's Hope berm construction, turbines and generators installation, balance of plant works, and right bank foundation enhancements.

In May 2023, the Water Sustainability Act Engineer issued a Leave to Commence Diversion under the Water Licences. This Leave authorizes tunnel conversion, reservoir filling, wet testing and commissioning of the generating units and hydromechanical gates and decommissioning of the diversion tunnels. In spring 2024, we will submit our request for a Leave to Commence Operation of the generating units.

Notice of completed activities

View all previously completed work in our construction bulletins and notification letters.

What to expect during construction

During this period, the following can be expected:

- **The Peace River remains closed** both immediately upstream and downstream of the dam site; caution should be exercised at the shoreline. Public safety signs and beacons have been installed on both banks of the Peace River, and on both sides of the dam site, to mark the active construction area.
- There will be project-related traffic on public roads leading to the dam site, transmission line corridor, reservoir, and Highway 29.
- We're monitoring air quality in the Site C project area. This data is being added to the Ministry of Environment's B.C. Air Quality Monitoring Data. The Ministry uses this data to report on air quality trends. In the event of poor air quality, the Ministry will release air quality advisories through a notification list. If you're interested in being part of this notification list, please email sitec@bchydro.com.

Learn more, contact us

We're happy to visit your community to discuss the upcoming work in more detail, report on results of field studies and implementation of mitigation plans and discuss how best to communicate with your community.

Kindest regards,



Darren Kahl
Executive Vice President, Site C | Clean Energy Project

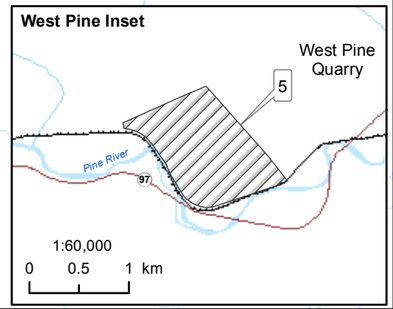
c: Crystal Brown, CAO

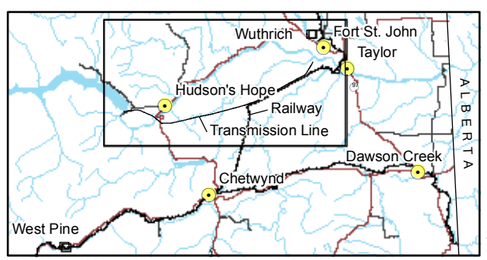
	Construction Activity
1	Transmission
2	Recreation or boat launch construction
3	Substation
4	Peace Canyon generating station
5	West Pine and Portage Mountain quarries, and Peace View borrow area
6	River closure
7	Highway 29 paving
8	Conveyor corridor
9	Debris structures

N

Cache Creek
Halfway River
Charlie Lake
Highway 29 paving 7
Boat launch construction (Halfway River) 2
5
Peace View borrow area
Conveyor Corridor 8
Peace River debris structures 9
Fort St. John
Moberly River debris structures 9
Moberly River
River closure 6
Transmission line construction 1
3
Site C substation
Peace River
Lynx Creek
Portage Mountain Quarry Area 4 5
Jackfish Lake Road
400 Road
Ice Bridge 3 Road
Ice Bridge Road
Williston Reservoir
Portage Mountain Quarry Area 5 5
Pine River
Del Rio Pit Road
Del Rio 1 Road
Monias Lake Road
Hudson's Hope
2
Recreation site construction and road works (D.A. Thomas)
Portage Mountain Quarry reclamation
5
Peace Canyon Dam
4
Peace Canyon Generating Station
Dinosaur Reservoir
Hwy 29-1 Road
Peace Hill road
Trapper Main Road
Medicine Woman Road
Boucher Lake Road

West Pine Inset





Map Notes:
1. Datum: NAD83
2. Projection: UTM Zone 10N
3. Base Data: Province of B.C.

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Legend

- Dam Site Area
- Road
- Highway

The construction activities presented in this map are indicative only and may change as a result of procurement and project planning advancements.

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BC Hydro

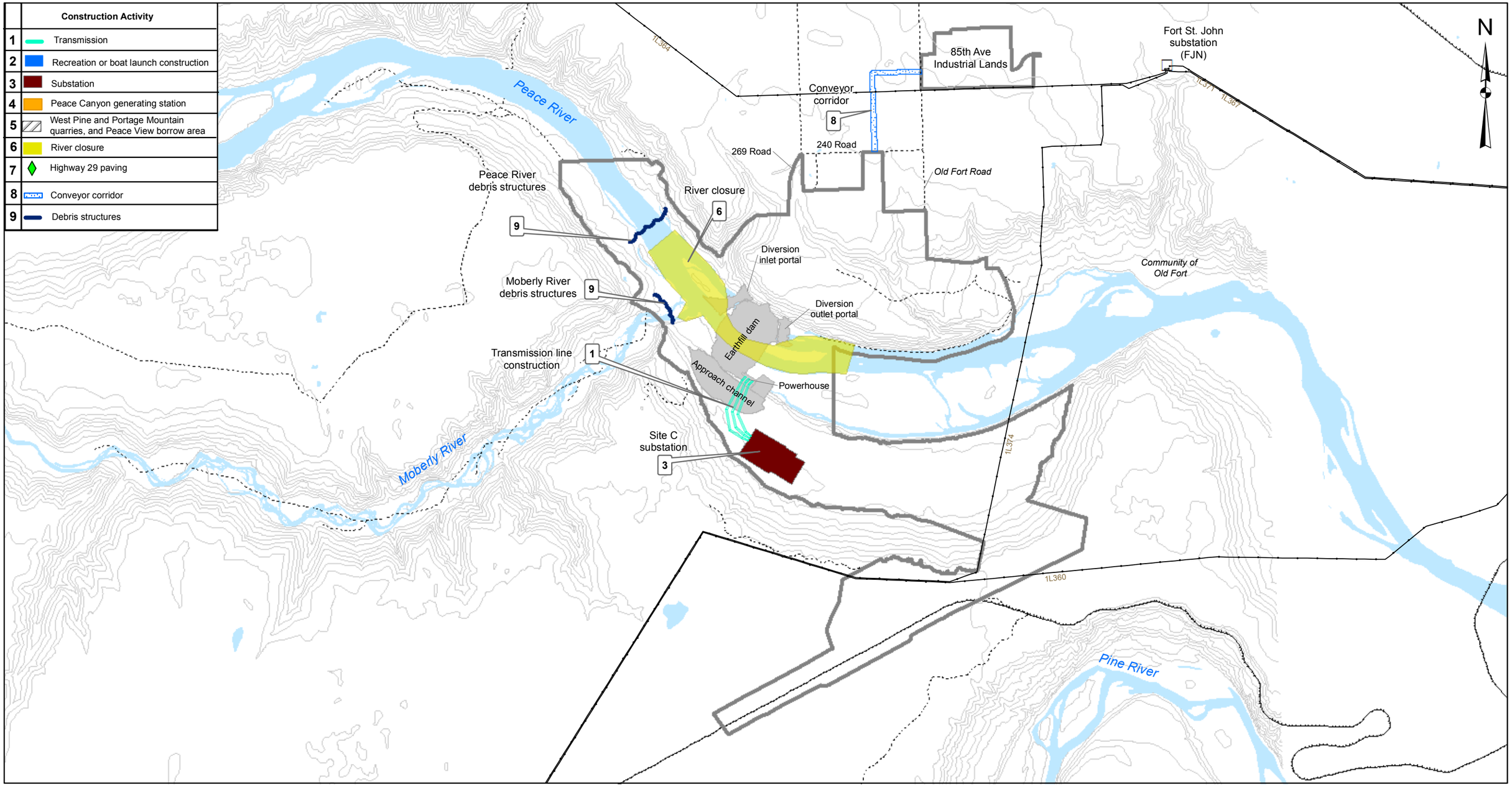
Construction Activities
April 1st to June 30th, 2024

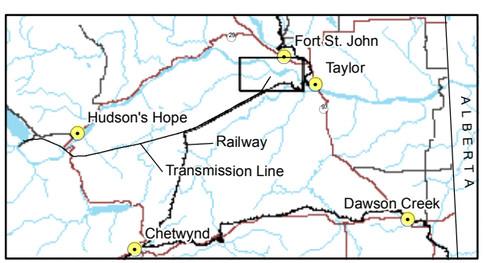
Date	Feb. 07, 2024	DWG NO	1016-N11-01810-1	R 3

Construction of the Site C Clean Energy Project is subject to required regulatory and permitting approvals.

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	Construction Activity
1	Transmission
2	Recreation or boat launch construction
3	Substation
4	Peace Canyon generating station
5	West Pine and Portage Mountain quarries, and Peace View borrow area
6	River closure
7	Highway 29 paving
8	Conveyor corridor
9	Debris structures





Map Notes:
1. Datum: NAD83
2. Projection: UTM Zone 10N
3. Base Data: Province of B.C.

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Legend

- Dam Site Area
- Railway
- Existing Road
- Existing Transmission Lines

The construction activities presented in this map are indicative only and may change as a result of procurement and project planning advancements.

1:50,000

0 2 km

BC Hydro

Construction Activities
April 1st to June 30th, 2024
(Dam Site Area)

Date	Feb. 07, 2024	DWG NO	1016-N11-01810-2	R 3

Construction of the Site C Clean Energy Project is subject to required regulatory and permitting approvals.

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COUNCIL REPORT

TO: **Council**

FROM: **Travous Quibell, Mayor**

DATE: **March 4, 2024**

SUBJECT: **NCLGA Proposed Resolutions**

RECOMMENDATION #1:
WHEREAS the Province of British Columbia has enacted legislation known as the Emergency and Disaster Management Act (EDMA) that constitutes a significant download of responsibilities and addition of new legislative and regulatory requirements that will significantly and permanently add to the workload of Municipalities and Regional Districts;

AND WHEREAS the opportunities for local governments to raise funds required to support these legislative changes are limited, and where the Provincial Government has provided some proactive capacity funding in specific areas, such as First Nations Consultation, but has not provided any guarantee of ongoing capacity funding to support the legacy of these legislative changes;

THEREFORE BE IT RESOLVED that NCLGA and UBCM lobby the Province of British Columbia to enact legislation to provide long-term sustainable capacity funding to Municipalities and Regional Districts.

RECOMMENDATION #2:
WHEREAS the Province of British Columbia has enacted legislation known as Bill 44 and Bill 47 (Housing Statutes) imposing additional legislative requirements that will significantly and permanently add to the workload of Municipalities and Regional Districts, including the requirement to update Housing Needs Assessments, Official Community Plans, and Zoning Bylaws;

AND WHEREAS the opportunities for local governments to raise funds required to support these legislative changes are limited, and where the Provincial Government has provided some proactive capacity funding but has not provided any guarantee of ongoing capacity funding to support the legacy of these legislative changes;

THEREFORE BE IT RESOLVED that NCLGA and UBCM lobby the Province of British Columbia to enact legislation to provide long-term sustainable capacity funding to Municipalities and Regional Districts.

RECOMMENDATION #3

WHEREAS 60% of BC's Indigenous population lives within the area of the North Central Local Government Association (NCLGA), and where NCLGA allows cities, districts, townships, towns, villages, regional districts, and other local governments within the north area of British Columbia to become members but does not yet recognize First Nations Communities as eligible members;

AND WHEREAS many of the NCLGA member communities are developing close relationships with neighboring First Nation Communities through Community-to-Community meetings, Memorandums of Understandings, and Municipal Service Agreements for Urban Reserves;

AND WHEREAS the value of the NCLGA as a forum for all communities to come together "to secure united action among the members in dealing with all matters of individual or common local government interest" cannot be overstated;

THEREFORE BE IT RESOLVED that NCLGA update their constitution and bylaws to allow First Nation Communities to join the NCLGA;

AND BE IT FURTHER RESOLVED that the NCLGA tailor these amendments to appropriately recognize the legislative and jurisdictional differences between the member communities and nations.

RECOMMENDATION #4

WHEREAS British Columbia experienced one of the most active fire seasons on record in 2023, with many of the fires ignited in 2023 still burning into 2024, and where British Columbia is experiencing an ongoing and record-setting drought which is impacting all areas of the province and will likely precipitate another extremely active fire season in 2024;

AND WHEREAS the Province of British Columbia has provided funding for communities to proactively work to mitigate fire risk through the Community Resiliency Investment Program and 2024 Fire Smart Community Funding, and where ongoing work in all BC Communities to address fire risk through fuel management and other mitigation strategies needs to continue to be a priority,

AND WHEREAS the costs of ongoing mitigation are high, especially for small and remote communities, and the grant application process can be administratively burdensome, time-consuming, and complex,

THEREFORE BE IT RESOLVED that NCLGA and UBCM lobby the Province of British Columbia to streamline the process of providing funding to communities by providing funding directly and on an ongoing basis.

BACKGROUND:
For resolutions to be included in the NCLGA Annual Report and Resolutions Book, they must be submitted to NCLGA Staff no later than 5:00 PM on Friday, March 8, 2024.

DISCUSSION:
If approved by Council, staff will work with the Mayor to prepare a brief background for each request and submit it to NCLGA for consideration during the May NCLGA convention. Resolutions that receive approval from the NCLGA membership will be forwarded to the Union of BC Municipalities (UBCM) for consideration during the 2024 Convention.

FINANCIAL CONSIDERATIONS:
None at this time.

ALTERNATIVE OPTIONS:
1. That Council receive the report titles "NCLGA Proposed Resolutions" dated May 4, 2024, for discussion.
2. That Council provide further direction.

ATTACHMENTS:
1. NCLGA Resolution Submission Guideline

Prepared By: *Travous Quibell, Mayor*

Reviewed By: *Crystal Brown, Chief Administrative Officer*

HUDSON'S HOPE
PLAYGROUND OF THE PEACE

STAFF REPORT

TO: **Mayor and Council**

FROM: **Crystal Brown, Chief Administrative Officer**

DATE: **March 4, 2024**

SUBJECT: **Notice of Closed Session – March 4, 2024**

RECOMMENDATION:
That Council receive the report titled "Notice of Closed Session – March 24, 2024; further, that Council recess to a Closed Meeting for the purpose of discussing the following item:

- **Agenda Items ICM1 -** *Community Charter* Section 90(1)(b), closed meeting minutes.

ALTERNATIVE OPTIONS:
1. That Council recess to a Closed Session to discuss whether the proposed agenda items properly belong in a Closed Meeting (*Community Charter Section* 90(1) (n)).

Prepared By: *Crystal Brown, Chief Administrative Officer*