



**DISTRICT OF HUDSON'S HOPE**  
**REGULAR COUNCIL MEETING AGENDA**  
Council Chambers  
Tuesday, February 11, 2014 at 7:00 PM

1. **Call to Order:**
2. **Notice of New Business:**
  - Mayor's List
  - Councillors Additions
  - CAO's Additions
3. **Adoption of Agenda by Consensus:**
4. **Declaration of Conflict of Interest:**
5. **Adoption of Minutes:**
  - M1 January 27, 2014 Regular Council Meeting Page 1
6. **Business Arising Out of the Minutes:**
7. **Staff Reports:**
  - SR1 Commit to Fit (Fit for Life) Agreement Page 7
  - SR2 MIA Risk Management Conference Page 18
  - SR3 Request to Exclude "Airport Lands" from ALR Page 20
  - SR4 NCLGA 2014 Resolutions Page 30
  - SR5 ATV Campground Tenure Offer & License of Occupation Page 46
  - SR6 Action Updates and other Updates from CAO Page 79
  - SR7 Peace Regional Hockey Tournament Page 99
8. **Bylaws**
  - B1 12 Mile Electrical Road Parcel Tax Amendment Bylaw No. 831, 2014 Page 104
  - B2 Annual Financial Plan Amendment Bylaw No. 833, 2014 Page 106
9. **Correspondence**
  - C1 Hudson's Hope Ski Association: Local Grant Application Final Report Page 119
  - C2 M.A.D.D. Advertising Page 122

C3	High School Rodeo Association: Local Grant Application Final Report	Page 125
C4	Double "H" Saddle Club: Local grant Application Final Report	Page 127
C5	Concerned Citizen: Bright Headlights	Page 129
C6	NCLGA: Registration	Page 130

10. Reports by Mayor & Council on Meetings and Liaison Responsibilities

11. Old Business:

12. New Business:

13. Public Inquiries:

14. In-Camera Meeting: *(Pursuant to the Community Charter Section 90 2. (b))*

15. Adjournment:



**SPECIAL COUNCIL MEETING  
JANUARY 27, 2014  
7:00 P.M.  
MUNICIPAL HALL COUNCIL CHAMBERS**

**Present: Council:** Mayor: Gwen Johansson  
Councillor: Kelly Miller  
Councillor: Dave Heiberg  
Councillor: Travous Quibell  
Councillor: Richard Brown  
Councillor: Nicole Gilliss

**Staff:** CAO: Tom Matus  
Deputy Clerk: Laurel Grimm  
Director of Public Works: Mike Carter  
Director of Protective Services: Robert Norton

**Other:** 8 in gallery

- 1. CALL TO ORDER:**  
The meeting was called to order at 7:00 p.m. with Mayor Gwen Johansson presiding.
- 2. NOTICE OF NEW BUSINESS:**  
Mayor Johansson included Reports on Dunlevy Energy, Publisher in Hudson's Hope and Hudson's Hope Rodeo as New Business.  
  
Councillor Quibell included an update on schedule availability as New Business.  
  
Councillor Brown included an update on the North Peace Airport Society under Councillor Reports.  
  
Tom Matus included the Late Agenda Items SR1 – Addition to SR1 – Industrial land Committee, SR2 – 2013 NDIT Grant Writer Program Funding and SR3 - Lynx Creek Fuel Fire Treatment Project.
- 3. ADOPTION OF AGENDA BY CONSENSUS:**  
The January 27, 2014 Regular Council meeting agenda was adopted by consensus.
- 4. DECLARATION OF CONFLICT OF INTEREST:**  
NONE
- 5. ADOPTION OF MINUTES:** 0550-01

**January 13, 2014 Council Meeting**

RESOLUTION NO.

M/S Councillors Heiberg/Miller

THAT:

"The minutes of the January 13, 2014 Council Meeting be adopted as amended."

CARRIED

6. BUSINESS ARISING OUT OF THE MINUTES:

- BA1 **BA3: Co-Op Correspondence Re: Cardlock** 6660-01  
Will contact staff at Co-op to confirm further information in regards to specifications needed.
- BA2 **SR4: Local Government Management Internship Program** 2770-01  
No news at this time.
- BA3 **C7: City of Dawson Creek Regional Coalition** 0390-01  
This meeting has been postponed.
- BA4 **C11: Greta Goddard: Fit for Life** 8100-01  
Report to be submitted at the next meeting. No grant was ever acquired for this program which was started in 2008.

7. DELEGATIONS:

- D1 **RCMP: Policing Report for December 2013** 7400-01  
Cpl. Jim Fenske read the policing report for December 2013. New corporal has been assigned to Hudson's Hope.
- D2 **Spectra Energy Transmission: Update on New Proposed Pipeline** 6660-20  
Franca Petrucci gave an overview of the Westcoast Connector Gas Transmission Project which will carry 4.2 billion cubic feet of gas per day. Slideshow presented to Council on proposed project. The proposal is for (up to) two 48" pipelines. Application to be filed March 2014. This could initiate 4000 jobs during construction and 60 direct long term jobs.
- Discussions regarding the crossing of the Peace River just south of the bridge, pipeline abandonment concerns (literature will be sent to CAO and Mayor), there will be community grants available up to \$5,000.00 available in February.
- D3 **Yvonne Clarke and Sidney Hollen: Cost of Arena Rental** 0810-20  
Would like Council to lower the cost of the arena from \$90.00/hr to \$60.00/hr to host a Peace Regional Hockey Tournament on February 9, 2014.

Referred to staff to gather information on cost estimates and insurance liability.

8. STAFF REPORTS:

- SR1 **Action Update** 6440-01  
FOR INFORMATION
- SR2 **2013 NDIIT Grant Writer Program Funding** 0400-20  
**RESOLUTION NO.**

M/S Councillors Quibell/Miller

That:

"That Council approve the payment of \$3.5K (Expenditure) for Grant Writing Services rendered by the North Peace Economic Development Commission."

**CARRIED**

**SR3      Lynx Creek Fuel Fire Treatment Project**

**7320-01**

**RESOLUTION NO. 008**

M/S Councillors Heiberg/Quibell

That:

"Council approve the operational budget of \$409, 909.94 for Lynx Creek Operational Fuel Fire Treatment project from the General Operating Surplus."

**CARRIED**

**RESOLUTION NO.**

M/S Councillors Miller/Quibell

That:

"Staff to draft a Resolution to be submitted to NCLGA regarding Municipalities paying stumpage fees on crown pine beetle trees."

**CARRIED**

**8.      BYLAWS:**

**B1      12 Mile Electrical Road Parcel Tax Amendment Bylaw No. 831, 2014**

**3900-02**

**RESOLUTION NO. 008**

M/S Councillors Quibell/Heiberg

That:

"Council give first three readings to the 12 Mile Electrical Road Parcel Tax Amendment Bylaw No. 831, 2014."

**CARRIED**

**B2      Property Tax Exemption Bylaw No. 832, 2013**

**3900-02**

**RESOLUTION NO. 008**

M/S Councillors Brown/Quibell

That:

"Council give final reading to the Property Tax Exemption Bylaw Amendment No. 832, 2013."

**CARRIED**

**B3      Annual Financial Plan Amendment Bylaw No. 833, 2014**

**3900-02**

**RESOLUTION NO. 008**

M/S Councillors Heiberg/Brown

That:

"Council give first, second and third readings to the Annual Financial Plan Amendment Bylaw No. 833, 2014."

**CARRIED**

**9. CORRESPONDENCE:**

- |           |  |                |
|-----------|--|----------------|
| <b>C1</b> | <b><u>Hudson's Hope Lions Club: Financial Assistance Grant Final Report</u></b><br>FOR INFORMATION | <b>1850-01</b> |
| <b>C2</b> | <b><u>Grad 2014: Financial Assistance Grant Final Report</u></b><br>FOR INFORMATION                | <b>1850-01</b> |
| <b>C3</b> | <b><u>Weight Room at BCH Apartments: Response Letter</u></b><br>FOR INFORMATION                    | <b>6660-20</b> |
| <b>C4</b> | <b><u>North Peace Savings and Credit Union: AGM</u></b><br><b>RESOLUTION NO. 008</b>               | <b>0390-01</b> |

M/S Councillors Miller/Heiberg

That:

"Council authorizes travel and accommodation expenses for one member of council to attend this event."

**CARRIED**

- |           |  |                |
|-----------|--|----------------|
| <b>C5</b> | <b><u>Walk in Balance Four: Aboriginal Wellness Conference</u></b><br>FOR INFORMATION  | <b>0390-01</b> |
| <b>C6</b> | <b><u>Dogwood Initiative</u></b><br>FOR INFORMATION                                    | <b>0390-01</b> |
| <b>C7</b> | <b><u>The Peace Project Service Provider Forum</u></b><br>FOR INFORMATION              | <b>0390-01</b> |
| <b>C8</b> | <b><u>Fay Lavalley: Thank you</u></b><br>Staff to send a thank you letter in response. | <b>0220-01</b> |

**10. REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISONS RESPONSIBILITIES:**

- |            |  |                |
|------------|--|----------------|
| <b>CR1</b> | <b><u>Mayor Johansson: Dunlevy Energy</u></b><br>Mayor Johansson spoke with Dunlevy Energy. Looking at coal tenure ownerships in the area. | <b>6660-01</b> |
| <b>CR2</b> | <b><u>Mayor Johansson: Hudson's Hope Publisher</u></b><br>Congratulations to Rosario Lloret on her first published novel.                  | <b>0220-01</b> |
| <b>CR3</b> | <b><u>Mayor Johansson: 2013 B.C. High School Rodeo Provincial Junior Bull Riding Champion</u></b><br>Congratulations to Zach Milikin.      | <b>0220-01</b> |

- CR4      **Councillor Quibell: Northern Development Initiative Trust Teleconference**      0400-20
- Evan Saugstad elected chair via acclamation
  - Gerald Wesley elected vice chair via acclamation
  - Reviewed 2014-2016 Strategic Plan
  - 13.9% Annual return
  - Will be considering raising funding caps
  - Would like to see a planner in the community
  - Expanding northeastern BC Showcase

- CR5      **Councillor Brown: North Peace Airport Society**      0540-01
- Capital projects: parking lot expansion
  - Airport manager resignation
  - Pay gates now in service
  - Water/sewage projects complete

11.      **OLD BUSINESS:**  
NONE.

12.      **NEW BUSINESS:**  
NONE

13.      **PUBLIC INQUIRIES:**  
NONE

RESOLUTION NO.

M/S Councillors Brown/Quibell

THAT:

"That this Regular Meeting recess to go in-camera pursuant to section 90 1 (g) (k) of the Community Charter." (8:32 p.m.)

CARRIED

**ARISE AND REPORT:**

**BC Hydro Mitigation Negotiation Legal Services**      6660-20

M/S Councillors

THAT:

"That Council approves a budget of \$20,000 for the expenditure of legal fees for the negotiating of mitigation compensation from BC Hydro in regard to the impacts of the Site C Hydro Project." (8:32 p.m.)

CARRIED

*Diarized      Last Review/Action*

**DIARY**

***Conventions/Conferences/Holidays***

NCLGA AGM & Convention May 7-9, 2014

10/28/13

Premier's BC Natural Gas Forum Jan. 22-23

10/28/13

Co-Op Correspondence Re: Card Lock

11/12/13

14.      **ADJOURNMENT:**

RESOLUTION NO.

M/S Councillors

THAT:

"The Regular Council Meeting for January 13, 2014 be adjourned"( p.m.)

CARRIED

Certified Correct:

\_\_\_\_\_  
Minute Taker

\_\_\_\_\_  
Chair

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor Johansson and Council  
**DATE:** 03 February 2014  
**FROM:** Laurel Grimm, Deputy Clerk  
**SUBJECT:** Commit to Fit (Fit for Life) Agreement

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### RECOMMENDATION

**THAT:** *"Council authorize staff to advertise the Commit to Fit Coordinator tender."*

OR

**THAT:** *"Council authorize the District to enter into a contract with Greta Goddard to provide a senior's exercise program on behalf of the District."*

### ADMINISTRATOR COMMENTS:

Recommend to directly enter into a contract with Ms. Goddard due to the fact this action does not contravene any District of Hudson's Hope policy and this ensures "...efficiency and effectiveness...", quote from the DHH Purchasing Policy.



Tom Matus, CAO

### INFORMATION

In early 2008 the District conducted a senior's Needs Dialogue with members of the community. There was a grant that was available through UBCM for a Seniors Housing & Support Initiative which funded the dialogue on April 29, 2008.

The summary of issues discussed was:

- Migration/Mobility, Happy and Healthy Homes, Housing, Services
- Informal and Formal Care Networks, Health Care, Transportation

- Physical Environment, Quality of Life

The dialogue final report is attached for further reference.

In early 2009 Greta Goddard presented Council with the "Fit for Life" Exercise program and the resulting resolutions were passed:

**02/09/2009**

**Greta Goddard – Exercise Classes for Seniors (1850-01)**

Ms. Goddard explained her exercise program designed for seniors and people with low mobility called "Fit for Life". She requested assistance from Council to help provide this program to help seniors become more active in the community. She discussed the associated costs of room rental and salary which total approximately \$2500.00 and she advised that she charges \$4.00 for seniors, \$5.00 for adults and \$7.00 for drop in.

Moved by Councillor Webster and Seconded by Councillor Stacey;

"That staff be directed to research whether Council could provide support to the Fit for Life program."

CARRIED

**02/23/2009**

**Greta Goddard – Exercise Class for Seniors (7710-01)**

The Administrator advised that providing exercise classes to seniors with Greta Goddard as the instructor can be done through a contract and more information on this will be given to Council at the next Council meeting.

CARRIED

**03/09/2009**

**Commit to Being Fit Program (5000-01)**

Moved by Councillor Johansson and Seconded by Councillor Stacey;

"That Council authorize the Administrator to enter into a contract with Ms. Goddard to provide a senior's exercise program on behalf of the District."

CARRIED

Since 2009 the District has contracted Ms. Goddard to provide this service on behalf of the District. Through Ms. Goddard's BCRPA certification as a fitness instructor, she has sufficient insurance to meet the District's liability requirements.

A minimum of 8 classes have been offered each month except during July and August since 2008. A monthly stipend of \$320 is provided for the service and the coordinator would retain any revenue collected from attendance. Ticket prices are \$2.00 for seniors, \$3.50 for adults and \$5.00 for drop-ins. The coordinator is responsible for any rent, equipment, etc. and is requested to provide attendance and revenue reports for each six-month period ending June 30 and December 31.

A contract has not been signed with Ms. Goddard for the last 2 years and if it is Council's wishes to continue this program Staff must be authorized to enter into a contract with the service provider.

The current Purchasing Policy which was adopted January 1, 2012 outlines that the normal recourse would be to advertise public tenders for this position and allow other members to bid on the contract.

However, pursuant to the Policy

i. for the purpose of ensuring efficiency and effectiveness, the following exceptions to the normal procedure are authorized and the quotation and tender provisions of the Purchasing Policy do not apply when:


- vi. *District Council by resolution authorizes a direct purchase in circumstances they consider appropriate.*

The cost for the Commit to Fit program is budgeted for every year and in total costs the Municipality approximately \$3,840.00 to run.

Mrs. Goddard could continue to run the classes until the tender is awarded for 2014 should you decide to advertise the tender.

As the resolutions for 2009 show, I believe it was the intent of Council to provide a service to the seniors in the community and as it was Mrs. Goddard who presented this option to Council it has been awarded to her on that basis.

Report Prepared By:



Laurel Grimm, Deputy Clerk

## **PURCHASING POLICY**

**Council Resolution No. 391/11**  
Effective Date: January 1, 2012

Section: Administration

**Purpose:**

Recognizing that Council approves the annual budget wherein all capital and operating expenditures are authorized and approved for expenditure the following policy has been developed to govern purchasing.

The District of Hudson's Hope has adopted this policy to ensure that all necessary goods and services are acquired in a consistent manner that results in the best overall value to the District. The District of Hudson's Hope intends to make purchases and contract agreements through an open, competitive and non-discriminatory selection process which will identify qualified suppliers through competitive bids and written quotations.

The District of Hudson's Hope is committed to supporting our local economy by using local vendors and manufacturers of products and services used by the municipality in the course of our operations whenever possible, based on best value for the taxpayer.

The District of Hudson's Hope expects that all corporations operating in the District will similarly support the local economy by providing qualified local vendors, manufacturers and contractors an opportunity to bid their work.

The District considers "local" to mean those firms with a current District of Hudson's Hope Business License whose premises are located within 35 km of the District offices. Through the Business Licensing process, the District will maintain a Business Directory that will be available to the public including corporations operating in the region.

**This Policy Shall:**

1. Provide a List of Policy Objectives;
2. Detail an Action Plan; and
3. Outline Accountability
4. Comment on Ethical Behavior

**Policy Details or Policy Objectives:**

**1. Policy Objectives**

- a. All purchases whether of an operating or capital nature have been included and approved in the District's adopted annual budget or District Council has approved including the purchase in a Budget Amendment Bylaw.
- b. The District will advertise public tenders for works and services that are estimated to exceed \$5,000 in value, other than professional and consulting services which may be selected after proposal calls for one or more years.

Amount	Type
Over \$50,000	Tenders by Resolution
Between \$10,000 - \$50,000	Tenders approved by CAO
Between \$5, 000 - \$10,000	Written Quotations
Between \$500.00 - \$5,000	Telephone Quotations

- c. The District will select successful tenders based on the lowest submitted price from a fully qualified supplier which demonstrates they can fulfill all conditions and performance requirements of the contract to the satisfaction of the District and provide the best value to the District. Some factors for evaluating tenders other than the lowest price may include qualifications, experience, ability to respond in a timely fashion, etc.
- d. The District will determine the successful tender based on the submitted price adjusted to comply with the original tender specifications to achieve an apple to apple comparison. All tenders shall contain the clause "The District reserves the right to accept or reject the lowest or any tender".
- e. For comparative purposes, tender prices may be adjusted to ensure the submission complies with the original tender specifications and that an equitable comparison can be made between all submitted tenders.
- f. District Council will consider all tenders by resolution:
  - i. Where the value of the tender exceeds \$50,000;
  - ii. Where the recommendation is not to award the tender;
  - iii. Where the recommendation is not to award to the lowest tender.
- g. In other cases where the value is under \$50,000 and the recommendation is to award to the low tender, the Chief Administrative Officer is authorized to award the contract and to report such decisions to Council.
- h. The District will obtain written quotations for goods and services estimated to be valued between \$5,000 and \$10,000 and obtain a minimum of three telephone quotations for goods and services with an estimated value of \$500 to \$5,000 if possible. It is the responsibility of the Chief Administrative Officer to assign approving authority for written and telephone quotations with those assignments provided formally to all Department heads.
- i. For the purpose of ensuring efficiency and effectiveness, the following exceptions to the normal procedure are authorized and the quotation and tender provisions of the Purchasing Policy do not apply when:
  - i. Services and supplies are provided by utility companies on a monopoly basis;
  - ii. Professional services may be obtained through proposal calls or other methods determined by District Council;
  - iii. Cooperative purchasing agreements are made with other agencies or levels of government i.e. School District, Regional District, etc.;
  - iv. Due to an emergency, a situation exists which could adversely affect the life, health or safety of citizens;
  - v. Services are provided on a rotational basis where regular quotations or tenders are not feasible e.g. catering
  - vi. District Council by resolution authorizes a direct purchase in circumstances they consider appropriate.
- j. The issuance of a work order is required for purchases of \$200 and over except where there are contractual agreements or regular on-going costs whether fixed or variable, such as utilities, or where payment is made at the time of purchase, such as postage for the postage machine or other prepaid purchase.

Sound planning is crucial for the successful implementation of any purchasing activity, large or small. This is particularly relevant where tenders are involved.

There are two steps in forecasting the expected annual purchases for the District of Hudson's Hope which are carried out during the annual budget preparation cycle:

1. The estimation of each Department's purchasing activity; and
2. The compilation of a company-wide purchasing needs assessment (fuel, office supplies, etc.).

Each Department head is responsible for the estimate of their purchasing activity and the Deputy Treasurer is responsible for the compilation of company-wide purchasing needs.

## Procedures or Guiding Principles:

### 2. Action Plan

- a) Work Orders are issued at the time the commitment is made to the supplier and distributed immediately.
- b) Work Orders must clearly specify supplier name, account codes, unit prices, and product or service description.
- c) Where telephone or written quotations are required, they are to be documented on the Work Order or added as an attachment.
- d) Work Orders are not required if the invoice is received at the same time as the goods or services. Invoices are to be reviewed, approved, signed off by appropriate signing authority and forwarded to the Deputy Treasurer immediately.
- e) Work Orders, when issued, are encumbered on the Municipal Accounting System.
- f) The objective is to obtain at least three telephone quotations and as many as possible written quotations or tenders within the guidelines of this policy.
- g) All invoices for payment require proper written authorization before cheques are issued and where there is a requirement to use a cheque requisition; the same authorizations are required as if it was an invoice.
- h) Tenders, whether for approval by the CAO or District Council, are to be submitted on an Administrative report in a format similar to current reports to Council.

### 3. Accountability

- a) Each Director or Department Head is accountable for purchases charged against their area of responsibility.
- b) Each Director or Department Head has the authority to delegate their staff for purchasing and will provide an update list to the Deputy Treasurer as may be required from time to time.
- c) There must be sufficient current budget allocation within the function before a purchase commitment is made.
- d) Leases, rental agreements and contracts beyond the current fiscal year must be approved by the CAO.
- e) The CAO and Deputy Treasurer are designated as signing authorities for the District with respect to operational leases, obtained through the MFA or otherwise, provided that proper authority has been obtained through the budget or appropriate Council resolution.

### 4. Ethical Behavior

All staff involved in purchasing activities or dealing with suppliers are expected to be fully aware of the following general principles.

Any attempt by a supplier to gain an unethical advantage, such as the offer of a bribe or inducement in any form should be reported immediately to the CAO.

The following general principles apply:

- a) No staff member is permitted to derive, directly or indirectly, any personal advantage from the District of Hudson's Hope's purchases. The highest ethical standards must be observed at all times and staff should not put themselves in situations whereby it could be construed that their impartiality has been or could be compromised.
- b) Staff must act fairly and objectively and in the best interests of the District in conducting business with suppliers.
- c) Gifts and entertainment such as sporting events, or cultural events, or meals involving spouses offered by suppliers, should be declined to avoid any perception.
- d) Staff must not make personal purchases through open District contracts with suppliers.

To be signed by those staff members with approving authority.

**Acknowledgement & Agreement**

I, \_\_\_\_\_ (Employee Name), acknowledge that I have read and understand the District of Hudson's Hope's Purchasing Policy. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules of this policy, I may face legal, punitive, or corrective action, up to and including termination of employment and/or criminal prosecution.

User's Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

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## UBCM Seniors Housing & Support Initiative

Fax: (250) 356-5119

Mail: 545 Superior Street, Victoria, BC, V8V 1T7

E-mail: lgps@civicnet.bc.ca

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### DIALOGUE FINAL REPORT

*Please complete and return this form **within 30 days of the completion of your 'Seniors in Communities' dialogue event.***

*Please type directly in this form or print and complete. Use additional space or pages wherever required.*

*Thank you in advance for your cooperation. Questions? Contact Danyta Welch at UBCM at dwelch@civicnet.bc.ca or (250) 356-5193.*

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#### LOCAL GOVERNMENT INFORMATION

**Local Government:** District of Hudson's Hope

**Mailing Address:** PO Box 330, Hudson's Hope,  
BC V0C 1V0

**Contact person:** Carolyn Bonnick

**Position:** Administrator

**Phone:** 250-783-9901

**E-mail:** carolyn@hudsonshope.ca

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#### REPORT COMPLETED BY (if other than local government contact above)

**Contact person:**

**Position:**

**Organization:**

**Mailing Address:**

**Phone:**

**E-mail:**

<b>Date of Dialogue Event(s):</b> APRIL 29 AND MAY 26 (PRESENTATION OF REPORT)
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**1. DESCRIPTION OF COMPLETED DIALOGUE EVENT** (Describe the format, activities and other event details)

The University of Northern BC facilitated the dialogue for the District to attend a five hour session. Attendees were broken into four groups and given topics for which they were asked to identify advantages and disadvantages.

**2. SUMMARY OF ISSUES DISCUSSED** (Outline the topics that were discussed)

Migration/Mobility, Happy and Healthy in Homes, Housing, Services

Informal and Formal Care Networks, Health Care, Transportation

Physical Environment, Quality of Life

**3. OBJECTIVES** (Describe if the objectives outlined in your application were achieved or not)

The dialogue not only determined the need for additional seniors housing and assisted living facilities. It also identified a need for an affordable, reliable handyman that can make repairs so that seniors can safely stay in their own homes.

The dialogue identified a need for services, however it is highly unlikely that many of these services would ever be offered in a rural community so a transportation system needs to be created that will get our seniors to the services in nearby centres.

Discussions surrounding partnerships were limited and constantly returned to the use of volunteers within the community and how thinly stretched they already are.

**4. RECOMMENDATIONS & OUTCOMES** (including information that would be suitable to share with other local governments and communities)

1. Collect information and explore options to enhance available transportation options to meet medical and hospital/care visitation needs by contacting TR Cares in Tumbler Ridge and liaising with local groups.

2. The District, along with community members, will attend a meeting to meet representatives from the non-profit housing sector and learn about options for pursuing senior's housing.

3. The community bulletin will have a separate section devoted to senior's information needs. The District will ensure that bulletins are collected together in a binder, and that binders are deposited at several locations in the community so that people can refer to current and past bulletins for info.

**5. LESSONS LEARNED** (Describe the lessons that were learned in organizing and/or holding this event and any advice for similar projects)

The lesson learned that the District had not anticipated was the need/desire to keep seniors in their homes in a safe and affordable manner. There are many seniors living in unsafe conditions because they cannot afford repairs/upgrades.

There are many seniors and upcoming seniors who wish to remain in the community, however, there are many needs that need to be addressed in order for them to do so.

**6. ADDITIONAL COMMENTS** (Please use this space to add any additional comments)**7. SHARING TOOLS & RESOURCES.** In order to help other local governments learn from your experience are you willing to:

- ☐ Write a short article about your dialogue event for UBCM News?
- ☐ Present your dialogue event at a UBCM Convention Session or other event?
- ☒ Share this final report (e.g. via the UBCM website) with other local governments or organizations interested in seniors' planning and programming?

**8. ADDITIONAL INFORMATION** (please attach):**Required**

- ☒ Financial summary
- ☒ Participant list (please do not submit sign-in sheets)

**Optional**

- ☐ Photos (digital or print) of the project
- ☐ Media clippings
- ☒ Other reports or documents

**9. SIGNATURES**


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**Local Government Key Contact**


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**Chief Administrative Officer**

## REQUEST FOR DECISION

<b>RFD#:</b> 8SR	<b>Date:</b> February 11, 2014
<b>Meeting#:</b> CM021114	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> MIA - Risk Management Conference	

### BACKGROUND:

Municipal Insurance Association holds an annual conference in regard to insurance training.

### DISCUSSION:

We may use our Risk Management Grant funds to pay for the conference and any travel expenses incurred: (travel, meals, accommodation) to attend the conference. This is a good opportunity for the CAO to become familiar with MIA and what it offers. The agenda is attached; please note that it has a seminar on Insurance Coverage for User Groups and Volunteers.

### BUDGET:

Risk management Grant Fund = \$1,940 for the 2014 year.

Registration:	\$200.00
2 nights Hotel:	\$440.00
Per diems:	\$ 60.00
Airfare:	\$ 330.00
	-----
Total:	\$1,030.00
	=====

### RECOMMENDATION / RESOLUTION:

That Council approve the CAO travel to the MIA Conference, April 24<sup>th</sup> & 25<sup>th</sup> at a cost of approximately \$1,030.00. This cost to be charged against the MIA Risk Management Grant Fund.

  
\_\_\_\_\_  
Tom Matus, CAO





MUNICIPAL INSURANCE ASSOCIATION  
of British Columbia

## RISK MANAGEMENT CONFERENCE

### *Fairmont Waterfront Hotel, Vancouver*

### April 24 & 25, 2014

Conference Chair: Ms. Lindsay Nilsson, Legal Counsel & Risk Management Coordinator, MIABC

#### Day 1: Thursday, April 24<sup>th</sup>

9:00 am – 10:30am

The General Principles of Risk Management – A Recap

- ❖ Identify
- ❖ Assess & Prioritize
- ❖ Finance
- ❖ Monitor

10:45am - 12noon

The Benefits of Data Mapping

12noon - 1:00pm

Lunch

1:00pm - 2:30pm

MIABC Property Insurance 101

2:45pm - 4:00pm

Advanced Topics in Loss Control and Risk Assessment

5:30pm – 7:00pm

Welcome Reception

#### Day 2: Friday, April 25<sup>th</sup>

9:00am – 10:00am

Contractual Risk Transfer – Insurance and Beyond

10:00am – 10:30am

MIABC's Casual Legal Advice Program Update

10:45am – 12noon

Insurance Coverage for User Groups and Volunteers

12noon – 1:00pm

Lunch

1:00pm – 2:30pm

Case Studies and Questions/Discussion

2:30pm

Conference Adjourns

\*\*\*\*\*

**TO REGISTER PLEASE COMPLETE THIS FORM**  
**AND RETURN BY FAX TO 604-683-6244**  
**OR BY EMAIL TO: [lnilsson@miabc.org](mailto:lnilsson@miabc.org)**

**OR BY MAIL TO: Lindsay Nilsson, MIABC, #390 – 1050 Homer Street, Vancouver, BC V6B 2W9**  
**Seating is limited. Please register early. Registration deadline is Monday March 24, 2014**  
**Conference Registration Fee is \$200/person – includes: all course material, breakfast, lunch, coffee breaks each day and Welcome Reception.**

**\*\*THIS CONFERENCE HAS BEEN PRE-APPROVED BY MIABC FOR RISK MANAGEMENT GRANT FUNDING\*\***  
**(REGISTRATION FEE, TRAVEL & ACCOMMODATION COSTS MAY BE REIMBURSED UPON COMPLETION OF CONFERENCE)**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Payment: ☐ Cheque Enclosed ☐ Please deduct \$200 from our MIABC Risk Management Grant account to be used for registration fee.

#### Hotel Accommodation

The Fairmont Waterfront Hotel is offering a **special rate of \$199/night** (single or double) + taxes for delegates. To book your accommodation, please go to <https://resweb.passkey.com/go/miabc> to book online or by phone at 604-691-1820 or 1-800-441-1414. When making your reservation by phone, mention that you are attending the

**MIABC Risk Management Conference** to receive the special conference rate.

**\*\*The \$199 rate is only available until March 24, 2014. Please book early as space is limited\*\***

## REQUEST FOR DECISION

<b>RFD#:</b> 8SR	<b>Date:</b> February 11, 2014
<b>Meeting#:</b> CM021114	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> Request To Exclude "Airport Lands" From The ALR	

### BACKGROUND:

In regard to the process of approving a subdivision leasehold lot at the airport:

### DISCUSSION:

I have been informed by Gordon Bednard of the ALC of the following, his quote:

1. "The ALR mapping shows a long strip of land in the vicinity of the airport as being outside the ALR. This was part of the original designation of ALR lands back in the early 1970's. I believe the intent of the mapping was to have the existing airstrip (the paved area) remain outside the ALR. In fact, based on new, more accurate GIS mapping, it appears that the excluded area is adjacent and to the north of the paved airstrip. I can have our GIS department affect a mapping correction to align the excluded area with the paved strip.
2. Application # 21580 (1987) indicates that the Commission had no objection (Resolution 1252/87) to a much larger area surrounding the existing airstrip (see attached) being used for the expansion of airport related activities.
3. The Agricultural Land Commission would be pleased to work with the District of Hudson's Hope to properly define an area for the expansion of airport related activities, either by response to an application from the District for Non-farm use, or by way of an application for exclusion from the ALR of an area surrounding the existing airstrip. Such an area would likely mirror the sketch plan attached to the Commission's decision letter of December 4, 1987, but would be legally defined by survey.
4. Finally, to be clear, only the paved airstrip is outside the ALR, the balance of what might locally be considered the "airport lands" is within the ALR."

As per the recommendation from Gordon Bednard: that the District applies to the ALC to have "airport lands" excluded from that ALR. We will have to follow the process as per the ALCA, a public hearing may be required in this process.

But, further, the lands identified as airport lands in 1987 as per the Ministry of ALC and the District of Hudson's Hope Council at the time are not the same "airport lands" we are presently intending to develop. That 1987 identified area is south and east of the runway where our area is north and west of the runway.

Seeing that the “long strip of land” north of the runway encompasses the land that we want excluded from the ALR it would be prudent to apply to exclude the following three parcels, these three parcels would then be the total “airport lands”:

Block C, DL1091 = 18.36 ha;  
Block C, DL 1092 = 49.67 ha;  
Block B, DL 1092A = 17.19 ha;

Also to note: ALC, at the time, was willing to consider excluding a much larger area from the ALR as per the attached 1987 documents declared which included the above mentioned three parcels and Part D.L. 1092 and Part D.L. 1092A . The total area currently requested for exclusion is smaller than the area identified in 1987.

Also to note: Block C, DL 1091 is on a slope so may not be appropriate for use as “airport lands”.

**BUDGET:**

\$600.00 application fee to the ALC.

**RECOMMENDATION / RESOLUTION:**

“That Council approve the \$600.00 application to the ALC to have the three parcels of land identified as:

Block C, DL1091 = 18.36 ha;  
Block C, DL 1092 = 49.67 ha;  
Block B, DL 1092A = 17.19 ha;

excluded from ALR lands.”



Tom Matus, CAO



December 4, 1987

Reply to the attention of  
Shirley Brightman

Ministry of Forests and Lands  
220 - 9900 - 100th Avenue  
Fort St. John, B.C.  
V1J 5S7  
(Your file #0244012)

District of Hudson's Hope  
Box 330  
Hudson's Hope, B.C.  
VOC 1V0  
(Your file Airport #1)

Dear Sirs:

Re: Application # 21-W-87-21580

This is to advise that the Provincial Agricultural Land Commission has considered your application regarding land described as portions of: the Northeast  $\frac{1}{4}$  District Lot 1091; the Southeast  $\frac{1}{4}$  District Lot 1091; the North  $\frac{1}{4}$  District Lot 1092 and 1092A and the South  $\frac{1}{4}$  District 1092 and 1092A.

Pursuant to Section 20(1) of the Agricultural Land Commission Act, the Commission, by Resolution # 1252/87 has indicated no objection to the District's acquisition of approximately 100 hectares for future airport expansion. This expansion area must be consolidated with the existing airport property. The Commission has no objection to the future construction of a ski or grass strip, a taxi-way, terminal building, parking area and hangars. The Commission has reserved decision on the matter of the area proposed to be used for "commercial space" in the extreme southeast corner of the property. The Commission wishes further clarification with respect to the nature of the uses being proposed. It is assumed that these uses will be aviation or airport related but that is not clear from the material submitted. Are there any industries currently being contemplated for this area or is this a long range proposal? The Commission expressed some concern that the area not become a regular industrial or commercial park containing uses that bear no relation to airport related activities and therefore requests further clarification and review of the District's current and future plans for this area.

This approval is granted provided that the proposed airport expansion is in substantial compliance with the sketch plan attached hereto and submitted with your application.

The land referred to in the application will continue to be subject to the provisions of the Agricultural Land Commission Act and regulations except as provided by this approval.

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This partial approval in no way relieves the owner or occupier of the responsibility of adhering to all other legislation, including zoning, subdivision and other land use bylaws of a municipality or regional district and decisions of responsible authorities which may apply to the land.

Before expansion of the existing airport can proceed, other requirements such as public road dedication, highway access permits, sewage disposal permits, etc. may be required and we urge you to check with the responsible authorities.

Where the land is located in a municipality, please contact the Approving Officer of the municipality. For other areas, contact the District Office of the Ministry of Transportation and Highways.

Please obtain the confirmation of the Commission, if, in the process of approval by the Approving Officer, any substantial changes are required to the subdivision proposal as approved by this office.

When the final survey plans or documents as required for Land Title purposes have been prepared, please send two paper prints to this office prior to registration. The Commission will then authorize the Registrar of Land Titles to accept the application for deposit of the subdivision plan.

Please quote Application # 21-W-87-21580 in any future correspondence.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

  
Per: R. P. Murdoch, General Manager

SB/lv

cc: Regional District - Peace River Liard  
Approving Officer, Hwys - Port St. John  
B.C. Assessment Authority - Dawson Creek  
Min. of Agriculture & Fisheries - Senior Agrologist  
Fort St. John

Minutes of the Provincial Agricultural Land Commission

Meeting held at the B.C. Agricultural Land Commission Office,  
4940 Canada Way, Burnaby, British Columbia on the 4th day of  
November 1987.

Present:	I. D. Paton	Chairman
	A. Claridge	Commissioner
	J. Malenstyn	Commissioner
	R. P. Murdoch	Commissioner

An application from the District of Hudson's Hope (agent) for the Ministry of Forests and Lands (Crownland) under Section 20(1) of the Agricultural Land Commission Act was considered for the property described as portions of: the Northeast  $\frac{1}{4}$  District Lot 1091; the Southeast  $\frac{1}{4}$  District Lot 1091; the North  $\frac{1}{4}$  District Lot 1092 and 1092A and the South  $\frac{1}{4}$  District Lot 1092 and 1092A (more particularly shown on plans submitted to the Commission) with the application requesting permission to acquire approximately 100 hectares of Crownland for future airport expansion. The District has a paved airstrip in this location but their future plans include construction of a ski or grass strip, construction of a taxi-way, terminal building, parking area, hangars and commercial space. The District included a sketch plan with their application. The subject area is presently described as mainly bushland with some wet areas. The Canada Land Inventory for agriculture rates the subject property as Class 4 T<sub>M</sub> - 05<sub>W</sub> [04W]. The surrounding lands are described as follows:

North - bush, then cleared farmland  
East - bush  
south - bush; highway to the Bennett Dam and some small  
          mixed farms  
West - small farm and the highway to Bennett Dam  
Southwest - bush

The property is zoned "Airport Protection". It permits farming and agricultural activities plus airport related facilities. No permanent roads, structures or farm buildings greater than 10 meters in height shall be located within the designated Airport Protection Zone.

The Commission viewed Airphoto BC 78049 #280 and noted without surprise that the District of Hudson's Hope had recommended that this application receive the Commission's approval.

....2/

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IT WAS

MOVED BY: Commissioner A. Claridge

SECONDED BY: Commissioner R. Murdoch

1252/87

That the application to acquire approximately 100 hectares for future airport expansion be allowed. The Commission has no objection to the future construction of a ski or grass strip, a taxi-way, terminal building, parking area and hangars. However, the Commission is not prepared to give carte-blanche approval for the establishment of commercial space. The Commission wishes to review all of the District's future plans for commercial development within the airport property. The expansion area (+100 hectares) must be consolidated with the existing airport property.

Carried.

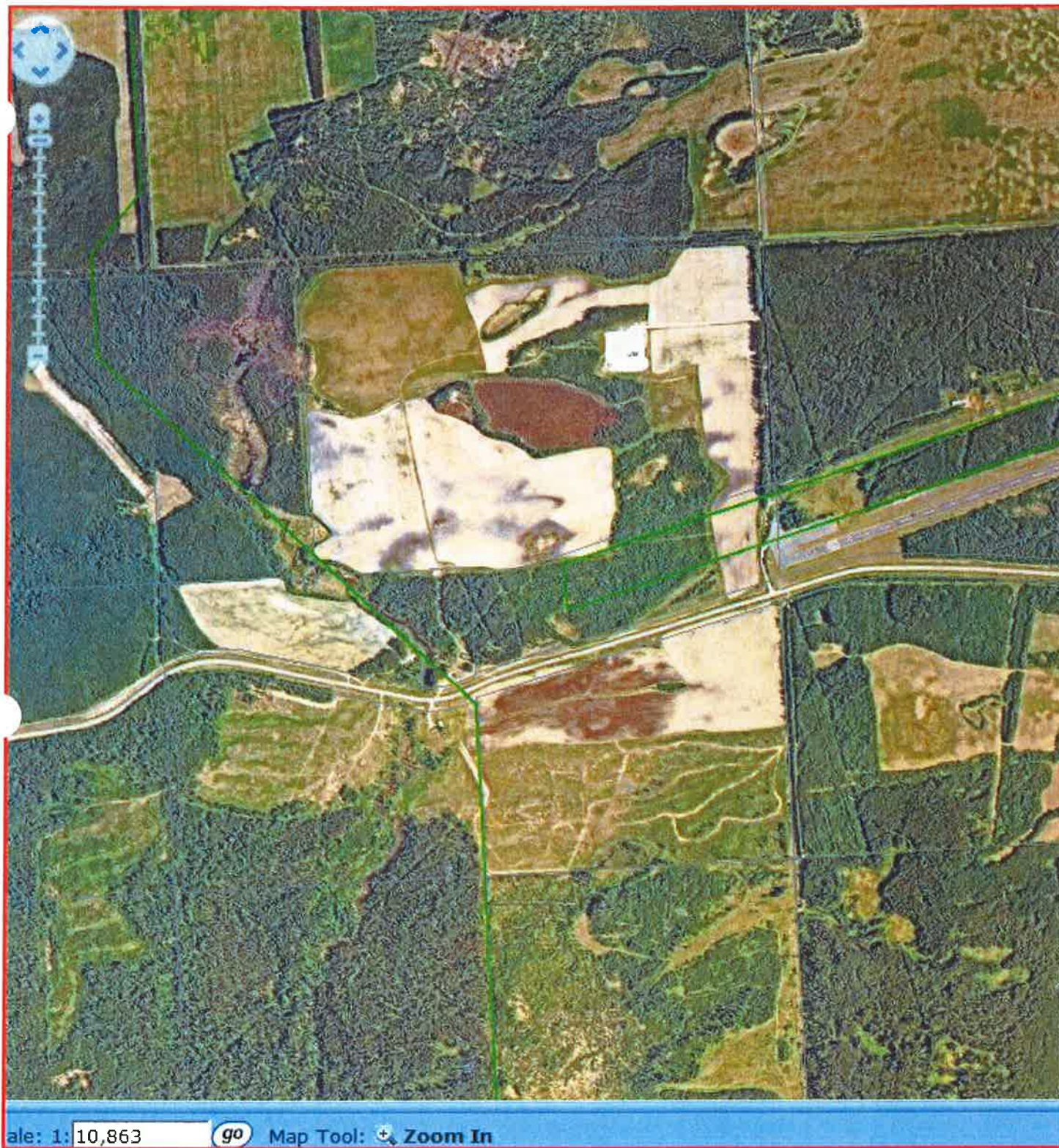
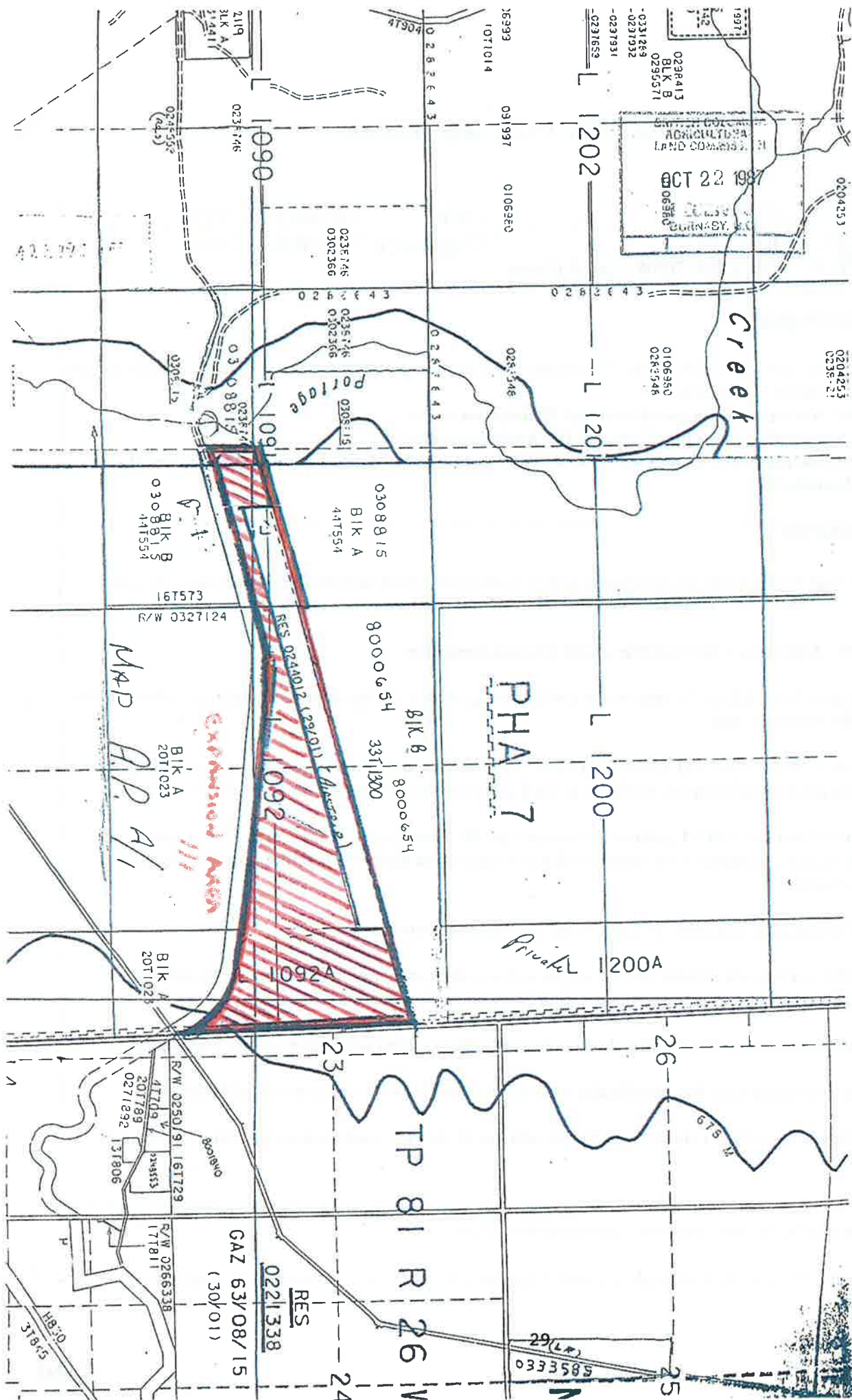


Figure 1 - Google image with ALR overlay

Figure 2 - Excerpts from file ALC 21580



Figure 3 - ALC Map of airport area



## REQUEST FOR DECISION

<b>RFD#:</b> 8SR	<b>Date:</b> February 11, 2014
<b>Meeting#:</b> CM021114	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> NCLGA 2014 Resolutions	

### BACKGROUND:

The following 2014 NCLGA-AGM Conference Resolutions are attached for further discussion as per Council requested Action Item:

- 1 BC Ambulance Service Rural and Remote Incentive**
- 2 Comparable Standby Wages for BC Ambulance Service**
- 3 Utilization of the Community Paramedicine Model for Ambulatory Service in Rural and Remote BC**

### DISCUSSION:

Attached (and highlighted) are previously tabled resolutions which address the wages issues we have identified in Council so I don't believe we need to submit resolution #s 1 and 2 below.

#### **1 BC Ambulance Service Rural and Remote Incentive**

Whereas ambulance drivers' wages in the north of the province are the same as ambulance drivers in the south of the Province; and

Whereas there is no "rural and remote incentive" to encourage union employees to work in the North when equal paying positions are available in rural areas and throughout the south of the province:

Be it resolved that the UBCM petition Unions and the BC Emergency Health Service to negotiate a "rural and remote incentive" remuneration clause within union agreements throughout the province of British Columbia.

#### **2 Comparable Standby Wages for BC Ambulance Service**

Whereas BC Ambulance drivers' hourly wages and on-call remuneration is inadequate to attract paramedics to rural and remote areas, on-call duty remuneration being \$2/hour;

Be it Resolved that the UBCM lobby the Unions for higher salaries and higher on-call compensation.

I don't see any resolutions that specifically address our resolution #3 which we should submit.

#### **3 Utilization of the Community Paramedicine Model for Ambulatory Service in Northern BC**

**Whereas** Community Paramedicine is the practice that represents the intersection of health care, public health, and public safety to promote optimal quality of life; and

**Whereas** this Community Paramedicine model has the potential to prevent and reduce high cost medical

treatment;

**Be it resolved** that the NCLGA and the UBCM lobby the BC Government/BCEHS to research the Community Paramedicine Model of health care for use in all of rural and remote BC communities; and

**Be it further resolved** that the NCLGA and the UBCM lobby the BC Government and BCEHS that paramedics of the BC Ambulance Service be employed full time to deliver the paramedicine model of health to rural and remote BC communities.

**BUDGET:**

N/A

**RECOMMENDATION / RESOLUTION:**

That Council approve submitting, by resolution, the following 2014 NCLGA resolution:

**Utilization of the Community Paramedicine Model for Ambulatory Service in Northern BC**

**Whereas** Community Paramedicine is the practice that represents the intersection of health care, public health, and public safety to promote optimal quality of life; and

**Whereas** this Community Paramedicine model has the potential to prevent and reduce high cost medical treatment;

**Be it resolved** that the NCLGA and the UBCM lobby the BC Government/BCEHS to research the Community Paramedicine Model of health care for use in all of rural and remote BC communities; and

**Be it further resolved** that the NCLGA and the UBCM lobby the BC Government and BCEHS that paramedics of the BC Ambulance Service be employed full time to deliver the paramedicine model of health to rural and remote BC communities.



Tom Matus, CAO

## Resolutions on Ambulance Services

### Recruitment, Retention & Training

#### 2009-B68 BC AMBULANCE SERVICE

New Denver

WHEREAS there are recruitment challenges for paramedics working on-call and stand-by shifts in rural and remote communities:

THEREFORE BE IT RESOLVED that the UBCM urge the provincial government and BC Ambulance Service to address the recruitment and retention situation, by increasing the rate for the stand-by, on-call and the honorarium for volunteer/part-time ambulance staff paramedics in rural and remote communities throughout the province by an amount that is equivalent to the overall BCAS budget increase over the last five years, noting that 65% is equivalent to the increase in the overall BCAS budget over the last few years – an overall increase that is not reflected in remote area on-call pay increases.

Convention decision: *Referred to UBCM Executive*

Executive decision: *No Action Required*

#### 2008-B127 TRAINING FOR AMBULANCE ATTENDANTS - PARAMEDICS

AKBLG Executive

WHEREAS there have been recent changes to training opportunities for paramedics, and there has been a loss of sufficient trained personnel to maintain staff at certain remote stations;

AND WHEREAS attendants on call in a remote ambulance station receive only \$2 per hour, and it is unrealistic to expect persons to put forward \$5000 in training money for a position that is in effect, a volunteer position:

THEREFORE BE IT RESOLVED that the UBCM request the provincial government to provide training for paramedics at a minimal cost to the trainee, such personal cost to be sufficient only to indicate commitment to service.

Convention decision: *Endorsed*

Provincial response:

#### BC Ambulance Service, Ministry of Health Services

*BC Ambulance Service (BCAS) recognizes that training paramedics, particularly in rural and remote areas of the province, is a challenge and training costs can be an obstacle to recruiting new paramedics.*

To help address this issue BCAS has partnered with municipal councils and community organizations on recruitment and have hosted and paid for Emergency Medical Responder (EMR) training for new hires in targeted rural and remote areas. In 2006/07, 120 new BCAS employees were trained to the EMR level as part of the recruitment and retention strategy and we continued this strategy in 2007/08. BCAS has had success in rural and remote communities by concentrating recruitment efforts on residents who want to stay in their communities and work as a part-time paramedic as a form of community service.

With regards to Primary Care Paramedic (PCP) level training, the Government contributed \$5 million to establish the Vancouver Foundation's Emergency Medical Assistants Education Fund to help defray training costs for paramedic license upgrades. The fund will help upgrade EMRs to the PCP level of practice and help upgrade PCPs to the Advanced Care Paramedic (ACP) level. This fund will annually support a minimum of 48 awards for PCPs at \$5,000 each and ten awards for ACPs at \$15,000 each to help pay for tuition, books and offset some living expenses. Preference to successful applicants is given to those working in the rural and remote areas of the province.

As part of the November 2004 Memorandum of Agreement with the CUPE 873 Union, BCAS provided \$1.5 million of one-time funding for PCP training for 156 paramedics. BCAS also fully funded 38 paramedics to take the ACP course from 2005-2008 at an approximate cost of \$3.5 million.

As a result of these and other initiatives BCAS has more 'qualified' PCP and ACP level paramedics than previous, and is committed to continuing to provide on-going support to current and future paramedics. The BCAS recognizes that quality patient care requires that paramedics participate in medically directed education throughout their career.

BCAS invests approximately \$6.9 million annually to support continuing education for paramedics and first responders across the province.

BCAS employs over 3,400 full and part time paramedics across the province.

#### **2006-B48 BC AMBULANCE SERVICE ATTENDANT STANDBY PAY**

**AKBLG Executive**

WHEREAS the BC Ambulance Service lists its mission as providing "high quality emergency medical services" and lists its goal as "providing high quality patient care";

AND WHEREAS many small communities in British Columbia are considered "remote" and therefore standby ambulance attendants receive only \$2.00 per hour as opposed to "rural" community ambulance attendants receiving \$10.00 per hour:

THEREFORE BE IT RESOLVED that there be no distinction in the pay category of standby ambulance attendants in rural and remote communities, and that all areas of BC be entitled to equal service.

Convention decision:

**Endorsed**

Provincial response:

**Ministry of Health**

The Province of British Columbia (Province) clearly recognizes the vital role paramedics play in ensuring patients throughout the Province receive timely and high quality care.

Compensation for paramedics is a negotiated item in the collective agreement between the Ambulance Paramedics of British Columbia (CUPE 873) and the Emergency Health Services Commission (Service). In the 1990's, paramedics at remote stations received no compensation for being on-call. Now, they receive \$2 an hour for carrying a pager and a minimum of four hours pay when they are sent out on a call.

A negotiated distinction in pay categories exists for paramedics based on the shift they are working, not on the geographical location of the work. Paramedics working on a stand-by shift are paid \$10 per hour to remain at the station during their scheduled shift. Paramedics working a call out (pager) shift are paid \$2 per hour and are not obligated to remain at the station during that time.

The Service is working with health authorities to see how they can integrate the day-to-day work of paramedics with other health care professionals to better serve communities and ensure meaningful work for paramedics. Additionally, local paramedics and management have been working together to attract qualified individuals to become paramedics in communities with staff shortages.

The British Columbia Ambulance Service is a provincially operated ambulance service under the direction of the Emergency Health Services Commission and provides integrated, expert emergency medical care province-wide.

Other response:

### **BC Ambulance Service**

It is important to note that prior to 2001, paramedics were not paid to be on-call unless they were paged to respond to a call. Now these paramedics receive \$2.00 per hour to carry a pager in addition to receiving their hourly paramedic rate when they are called out. This staffing model is in place at stations that typically receive fewer than one ambulance call per day on average. Many paramedics working in remote areas are able to work at other jobs in the community in addition to being on-call for the BC Ambulance Service (BCAS).

The stand-by pay of \$10.00 per hour requires paramedics to remain at the station, stand-by for the next ambulance call. This staffing model is in place at stations that have higher call volumes. Forcing a paramedic to remain at the station when there isn't work for them to do does not lend to job satisfaction and is not a good use of resources. Paramedics themselves have expressed concern about moving to this model in some communities as it would impact their other responsibilities.

As you are likely aware, challenges recruiting and retaining paramedics is not a new issue. It is a complicated matter, and one that is not unique to BCAS as it is faced by the health care sector in remote and rural communities across the country. The BCAS is taking a multi-faceted approach to its present recruitment and retention challenges. A tremendous amount of time and effort is being spent by local and regional BCAS staff in communities with paramedic shortages reaching out to the community to attract qualified individuals to consider working with the BCAS.

Across the province, the BCAS is spearheading discussions with community leaders, Health Authorities and the Ambulance Paramedics of BC (CUPE 873) to develop and implement some short and long-term solutions to support recruitment and retention of paramedics. For example, they are working together to explore

opportunities for integration work in which paramedics could apply their skills and knowledge to meet broader health needs of the community.

The BCAS has identified that access to training has a significant influence on recruitment and retention. Opportunities for taking training closer into the communities is currently being explored. In addition to new approaches to training, there has been a considerable investment into the ongoing provision of clinical education. The Memorandum of Agreement, reached November 2004, included \$1.5M in funding targeted to provide Primary Care Paramedic training (over 2005/2006-2006/2007) to 156 students. To date, 130 students have capitalized on the opportunity, most of whom are based in remote or rural stations.

The BCAS has made an investment of \$6M in continuing education for paramedics in 2006/2007 for topics including resuscitation/automatic external defibrillators, pediatric education for pre-hospital professionals, orientation driving, occupational safety and health, and dispatch. The BCAS is further providing one-time funding for Emergency Medical Responder (EMR) Bridging courses that will see up to 124 employees benefit. EMR Bridging courses will bring people with Occupational First Aid up to the EMR level, which meets BCAS' hiring prerequisites.

The budget for the BCAS has risen more than fifty percent in the past five years, reaching \$267 million this year (2006/2007), compared to the 2001/2002 budget for emergency health services of \$176 million. Much of the budget increase has gone to increasing the number of paramedics and dispatchers, which have grown from 1,625 FTEs to 2,263 FTEs - an increase of 639 FTEs, or thirty-nine percent, between 2001 and today.

We will identify and adopt innovative strategies to address the recruitment challenges while ensuring high quality and timely emergency medical services and the best use of taxpayers' dollars.

## **2003-LR1 COLLEGE OF EMERGENCY MEDICAL ASSISTANTS: FEES**

**Surrey**

WHEREAS the Emergency Medical Assistant Licensing Board (EMALB) is to be replaced by the College of Emergency Medical Assistants of BC, functioning under the Health Professions Act;

AND WHEREAS the powers and duties of the College appear to be identical to the EMALB, excepting that the College will require a criminal record check (\$20) and an annual fee (\$85) to license EMA First Responders;

AND WHEREAS all local governments that participate in the First Responder program will be required to pay this fee for all EMA First Responders in their employ in order to comply with provincial regulations;

AND WHEREAS the provision of emergency medical services in BC is a provincial responsibility of the Emergency Health Services Commission and British Columbia Ambulance Service;

AND WHEREAS in contravention of the Community Charter, no method of compensating local governments for this new provincially-imposed fee has been advanced:

HEREFORE BE IT RESOLVED that the Province provide a mechanism for local governments to recover costs incurred in the fulfillment of this provincial responsibility.

Convention decision: *Endorsed*

Provincial response:

### **Ministry of Health**

*The Ministry of Health Services will seek input from the Emergency Health Services Commission on the establishment of the College of Emergency Medical Assistants of BC. Generally, the payment of fees for training and certifying first responders is the responsibility of the employee. Employers choose to pay these fees as part of the collective agreement with first responders, however, if they elect to do so, this is a voluntary option assumed by employers.*

*The Emergency Health Services Commission guides the delivery of high quality, consistent pre-hospital emergency health care throughout British Columbia. Its membership was expanded in February 2004 to further strengthen ambulance services and encourage more integration with the six health authorities. The ministry expects the addition of these new members will assist the commission in developing a better continuum of pre-hospital care for British Columbians.*

### **2000-B93      STAND-BY FOR AMBULANCE ATTENDANTS      Mackenzie**

WHEREAS the Provincial Government has withdrawn the position of full time Unit Chief for Ambulance Services in many smaller communities, placing an onerous burden on volunteer part time unit chief positions and stretching the limits of the volunteer paramedics;

AND WHEREAS the commitment of dedicated volunteer ambulance service attendants is integral to the well-being of all communities:

THEREFORE BE IT RESOLVED that the Provincial Government be petitioned to provide adequate compensation to ambulance service attendants for stand-by services while they are on on-call duty.

Convention decision: *Referred to Health Committee*

Committee decision: *Endorsed*

*[No response received.]*

### **2000-B94      LOSS OF PAY PROVISIONS FOR AMBULANCE      Mackenzie ATTENDANTS WHILE ON TRAINING SEMINARS**

WHEREAS the provision of ambulance services is integral to the well-being of all communities and the dedication of volunteer ambulance attendants is essential to the provision of this service;

AND WHEREAS ambulance attendants must perpetually be upgrading their training in order to remain viable in providing ambulance services to communities and training opportunities often conflict with regular employment schedules:

THEREFORE BE IT RESOLVED that the Provincial Government be petitioned to provide for a daily stipend for ambulance attendants when attending training sessions which require being absent from their regular employment.

*Convention decision:* ***Endorsed***

*Provincial response:*

***Ministry of Health & Ministry Responsible for Seniors***

*The recently concluded collective agreement contains provisions for the payment of wages in some situations, to full and part-time paramedics. The training of paramedics serving rural areas in the province is one of the focuses of this agreement.*

**1999-B91 AMBULANCE SERVICES**

**Elkford**

WHEREAS the Provincial Ambulance Service is a vital part of the health care system particularly in small communities and rural areas where other response or transportation options are often unavailable and where ambulances are staffed largely on a part-time basis, including many hours of unpaid on-call time;

AND WHEREAS the low population concentrations in these areas result in many of these part-time ambulance paramedics being unlikely to encounter sufficient protocol responses to maintain Emergency Medical Assistant accreditation under the new standards as defined by the Justice Institute and Licencing Branch, leaving many stations with personnel who are restricted in their use of available equipment and protocols, thereby reducing the level of care they are able to offer, and increasing the possibility that such stations will be understaffed resulting in lack of ambulance coverage:

THEREFORE BE IT RESOLVED that the Ministry of Health be requested to review Emergency Medical Assistant accreditation requirements;

AND BE IT FURTHER RESOLVED that the Ministry be requested to consider the option of permitting extra local training and crew practices to be used to offset the requirements for actual emergency responses for accreditation purposes, particularly in low call volume areas.

*Convention decision:* ***Endorsed***

*[No response received.]*

**2013-B142 BC AMBULANCE SERVICES**

**Stewart**

WHEREAS communities in British Columbia are facing a severe deterioration of ambulance services as a result of cuts to provincial funding and a serious disconnection between the service model used by the BC Ambulance Service and the service model required to meet the needs of communities:

THEREFORE BE IT RESOLVED that UBCM urge the provincial Minister of Health to require the BC Ambulance Service to amend its service model to meet the actual needs of communities, and that the Minister provide adequate funding to implement that model.

Convention decision: **Endorsed**

[Response not yet received.]

**2010-B45 BC AMBULANCE SERVICES RESPONSE TIME**

**Maple Ridge**

WHEREAS the administration and delivery of health care service is the responsibility of the Province of British Columbia;

AND WHEREAS the British Columbia Ambulance Service, operating under the authority of the Emergency and Health Services Commission to provide public ambulance service across the province, has a target to respond within 9 minutes to 90% of the most serious calls (Delta/Echo) from its metro/urban stations and in 2009 responded within 9 minutes to only 52% of those calls placing the citizens of this province at risk:

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities call upon the Province of British Columbia to direct sufficient resources to meet the response time criteria to ensure that citizens of this province have access to timely high quality care during medical emergencies.

Convention decision: **Endorsed**

Provincial response:

**Ministry of Health Services**

*Meeting response time targets is a challenge for the BC Ambulance Service (BCAS) as it is for most other Emergency Medical Service providers across North America and the world.*

*Ambulance response times are impacted by: demand, population growth, ambulance deployment models, dispatch processes and policies, weather, terrain, road infrastructure, traffic and geography.*

*BCAS is not aware of any Canadian emergency medical service provider that is consistently meeting a target of reaching 90 percent of urgent calls in urban areas in less than 9 minutes. In 2008/09, the average response times for BCAS to reach urgent events in urban communities was 10:20.*

*BCAS' response time goals for urgent events are detailed in our 2010 Service Plan and are as follows:*

*Urgent (Delta/Echo) Response Time Targets*

*Urban/Metro communities % < 9 mins*

*2010/11: 55%*

*2011/12: 60%*

*2012/13: 65%*

*Rural communities % < 15mins*

*2010/11: 75%*

*2011/12: 80%*

*2012/13: 85%*

*Remote/Other communities % < 30 mins*

*2010/11: 80%*

*2011/12: 85%*

*2012/13: 85%*

*BCAS is committed to improving response times for the most urgent calls where it can make the most impact on patient outcomes. Recent initiatives to improve response times include:*

- Automatic Vehicle Locators (AVL) were implemented in all 196 Lower Mainland ambulances in 2009. AVL enable dispatchers to see where all our ambulances are located on a live map and dispatch the closest vehicles to emergency calls.*
- In addition to AVL, all ambulances in BC were equipped with GPS units in 2010.*
- BCAS has implemented a new integrated dispatch information system in two of three dispatch centres and will roll the new system out to the third centre later in 2010.*
- BCAS has added resources to its busiest areas of the Lower Mainland, including adding two 11 hour ambulance shifts in 2007 and two 11 hour ambulance shifts in 2008 in Surrey and one 24 hour ambulance in Burnaby. This \$2 million investment created 20 new full time positions.*
- In addition to setting response time targets, BCAS has implemented 'call handling' and 'chute time' targets, to improve performance of the individual components that constitute the overall response time. The chute time is the time it takes ambulance crews to get mobile.*

*Response times are extremely important but also just as important is the care and treatment paramedics provide when they arrive on scene. Significant investment has been spent on providing additional training and education to paramedics. Targeted efforts in new training and education for BCAS Paramedics and Dispatchers in CPR has shown a 20 percent increase in survival rates of cardiac arrest victims over the last few years.*

**2007-B50      AMBULANCE SERVICE IN BC**

**Castlegar**

WHEREAS the BC Ambulance Service has made it known that further service cuts are anticipated to BC Ambulance Services;

AND WHEREAS there has already been a reduction of staffing by the BC Ambulance Service to the residents of British Columbia over the past five years:

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities request that the Province of British Columbia restore funding to the BC Ambulance Service to the point where citizens of this province can expect a timely response from qualified personnel throughout the province.

Convention decision: **Endorsed**

Provincial response:

### **Ministry of Health**

*Professional emergency health responders are authorized by the Emergency Medical Assistant Licensing Board to act within the scope of their license. License categories in ascending order of degree and complexity of knowledge and skills, include: First Responder (FR), Emergency Medical Responder (EMR), Primary Care Paramedic (PCP) and Advanced Care Paramedic (ACP). A previous lower license category of Emergency Medical Assistant – First Aid, was eliminated.*

*Although FRs, EMRs and potentially paramedics can be trained at different institutions, they are all subjected to the same license process and therefore must meet a common standard. All training programs are constructed to conform to the National Occupational Competencies Profile (NOCP) developed by the Paramedic Association of Canada and endorsed by the Canadian Medical Association.*

*The minimal requirement for a FR (usually employed by a municipal fire department) is a current FR license. Although there are three levels of first responder designation, a recent recommendation to condense into one FR level has been accepted in principle by the Emergency and Health Services Commission on the recommendation of the Cameron Report. The minimum requirement to attend to patients on a BC Ambulance call is Emergency Medical Responder. The BCAS is working toward increasing the baseline knowledge and skill of all paramedics to the Primary Care Paramedic level but there are locations in the Province of British Columbia (Province) where only EMRs are currently available.*

*Despite licensing levels providing a core foundation of skills and knowledge, each employer is obligated to define the quality of care. One employer may require a higher standard of care but none will fall below the license level standard for that particular category.*

*The EMA Licensing Board provides the standardization of licensing levels to ensure that, despite where training occurred, a minimum standard is met. The licensing process is used to ensure that responders from other provinces meet British Columbia standards. Since programs in the Province meet national standards, licensing in other provinces for those trained in British Columbia should be a relatively easy process.*

### **BC Ambulance Service**

*There have been no cuts to the BC Ambulance Service (BCAS). To the contrary, BCAS is looking at ways of improving its service delivery through a number of innovative methods:*

Moving from pager to standby:

*In November, 2004, a Memorandum of Agreement (MOA) was signed between the Emergency and Health Services Commission and the Ambulance Paramedics of BC – CUPE Local 873. The MOA permitted vacant, full-time positions to be reclassified to standby and the savings redirected towards enhanced service delivery.*

*In 2005, 48 remote ambulance stations were upgraded to rural designation – with paramedics standing by at stations 24/7, at the rate of \$10.00 per hour, and increased to their full paramedic rate for a minimum of three hours when called to respond. The previous deployment model involved a blended approach to staffing, with some paramedics working full-time and others on pager. The introduction of the standby shift for one ambulance per rural station has improved the average response time by approximately 15 per cent in rural communities throughout British Columbia. The second ambulance at the rural station is staffed by paramedics on pager.*

*The main criteria used in reviewing the designations included: call volumes, geography, remoteness, proximity to other ambulance stations and health authority designation of facilities that are in the area.*

#### **Paramedic pay on pagers:**

*Paramedics working in remote stations (and those in rural stations who are on pager, not standby) are paid \$2 per hour to carry a pager and be available to respond to an emergency call. When called out, they receive a minimum of four hours pay at their hourly paramedic rate. Prior to 2001, paramedics working in remote stations received no on call pay.*

#### **Full-time vs. part-time unit chief position in rural stations:**

*A review of the unit chief position has been underway for several months and a decision on next steps is expected soon. While the MOA included the provision to achieve cost savings through attrition of full-time positions to part-time at rural stations, the BC Ambulance Service has not made any permanent staffing adjustments to date. All positions have continued to be filled by staff receiving full pay for all hours. All unit chief duties have been performed by paramedics who have been assigned the acting unit chief role.*

#### **Increased funding over the four years means more staff, more equipment:**

*The budget has been increased by 57 percent in the last six years. The budget for the BCAS is \$283.5 million in 2007/08 vs. \$181 million in 2001/02.*

*Between 2003/04 and 2006/07, the number of pre-hospital ground events, including responses to emergencies, has increased by almost 90,000, from 432,283 to 521,000 events. The number of air ambulance events has increased by almost 880 from 7,416 to 8,295.*

*Since 2001/02, the number of hours of service provided by paramedics and dispatchers has increased by 36 percent to meet this increased demand. The total number of paramedics and dispatchers has increased by 915 from 2,436 to 3,351.*

*Since 2001/02, the total number of ambulances and support units has increased from 463 to 506.*

## **2007-B156 REINSTATE AMBULANCE SERVICE STAFFING LEVELS**

**Kimberley**

**WHEREAS** the provision of ambulance service is vital to citizens of all local governments;

**AND WHEREAS** the staffing of full-time paramedics at ambulance stations is deemed necessary to meet the needs of these communities:

THEREFORE BE IT RESOLVED that the provincial government ensure that ambulance services throughout the province are adequately staffed and capable of providing the same level of quality service to citizens of all BC local governments.

Convention decision: *Endorsed as Amended*

Provincial response:

**BC Ambulance Service  
Ministry of Health**

Moving from pager to standby:

*In November, 2004, a Memorandum of Agreement (MOA) was signed between the Emergency and Health Services Commission and the Ambulance Paramedics of BC – CUPE Local 873. The MOA permitted vacant full-time positions to be reclassified to standby and the savings redirected towards enhanced service delivery.*

*In 2005, 48 remote ambulance stations were upgraded to rural designation – with paramedics standing by at stations 24/7, at the rate of \$10.00 per hour, and increased to their full paramedic rate for a minimum of three hours when called to respond. The previous deployment model involved a blended approach to staffing, with some paramedics working full-time and others on pager. The introduction of the standby shift for one ambulance per rural station has improved the average response time by approximately 15 per cent in rural communities throughout BC. The second ambulance at the rural station is staffed by paramedics on pager.*

Paramedic pay on pagers:

*Paramedics working in remote stations (and those in rural stations who are on pager, not standby) are paid \$2 per hour to carry a pager and be available to respond to an emergency call. When called out, they receive a minimum of four hours pay at their hourly paramedic rate. Prior to 2001, paramedics working in remote stations received no on call pay.*

Full-time vs. part-time unit chief position in rural stations:

*A review of the unit chief position has been underway for several months and a decision on next steps is expected soon. While the MOA included the provision to achieve cost savings through attrition of full-time positions to part-time at rural stations, BCAS has not made any permanent staffing adjustments to date. All positions have continued to be filled by staff receiving full pay for all hours. All unit chief duties have been performed by paramedics who have been assigned the acting unit chief role.*

Increased funding over the four years means more staff, more equipment:

*The budget has been increased by 57 percent in the last six years. The budget for the BC Ambulance Service is \$283.5 million in 2007/08 vs. \$181 million in 2001/02.*

*Between 2003/04 and 2006/07, the number of pre-hospital ground events, including responses to emergencies, has increased by almost 90,000, from 432,283 to 521,000 events. The number of air ambulance events has increased by almost 880 from 7,416 to 8,295.*

*Since 2001/02, the number of hours of service provided by paramedics and dispatchers has increased by 36 percent to meet this increased demand. The total number of paramedics and dispatchers has increased by 915 from 2,436 to 3,351.*

*Since 2001/02, the total number of ambulances and support units has increased from 463 to 506.*

**Response Times:**

*Response times have improved by an average of 15 per cent in rural communities throughout the province through the addition of the 24/7 standby model in 2005. In urban centres, response times have remained stable since fiscal 2002/03.*

**Response times in Kimberley:**

*This community was upgraded to rural from remote and to stand by from pager. They have seen response times for emergency events (lights and sirens) improve by almost 24 per cent in the past three years. In 2004/05, the average response time for 359 emergency events was 13 minutes, 53 seconds. In 2006/07, the average response time for 336 emergency events was 10 minutes, 36 seconds.*

**Determining station designation:**

*The main criteria used in reviewing the designations included: call volumes, geography, remoteness, proximity to other ambulance stations and health authority designation of facilities that are in the area.*

**2003-B33 SUPPORT FOR PROVINCE-WIDE AMBULANCE SERVICES**

**Golden**

WHEREAS the BC Ambulance Service provides all British Columbians with province-wide emergency medical care no matter where they live;

AND WHEREAS at a cost of \$41 per person, the BC Ambulance Service responds to more than 1,000,000 emergency calls per year and is among the most cost-effective services in North America;

AND WHEREAS the BC Ambulance Service is an essential medical service to all BC communities, answering an emergency call almost every two minutes;

AND WHEREAS any cuts to ambulance service funding and paramedics would mean delays when every second counts:

THEREFORE BE IT RESOLVED that the Union of BC Municipalities request the provincial government to maintain a province-wide integrated BC Ambulance Service that is adequately funded by the Province and that provides the best possible training for emergency paramedics.

Convention decision: **Endorsed**

Provincial response:

**Ministry of Health**

*The government is committed to a strong, renewed, sustainable and provincially focused ambulance service, BCAS. Government intends to focus resources towards BCAS's core priorities of addressing and improving service quality and patient safety and providing emergency transportation services more directly aligned to pre-hospital care in communities. The government plans to ensure the future model of emergency response in the province is consistent, efficient and responsive to patient needs.*

**2000-B14      EQUALITY OF AMBULANCE SERVICES IN BC**

**Mackenzie**

WHEREAS it is the mandate of the Provincial Government to maintain high quality, accessible emergency services for all British Columbians regardless of where in the Province they reside;

AND WHEREAS it is the responsibility of the British Columbia Ambulance Service to ensure a high standard of ambulance service throughout the Province:

THEREFORE BE IT RESOLVED that the Provincial Government be petitioned to ensure that all ambulance services throughout the Province are capable of providing the same level of quality service.

Convention decision: ***Endorsed***

Provincial response:

***Ministry of Health & Ministry Responsible for Seniors***

*The BCAS recognizes the need for equity in ambulance services between similar areas or communities. However, local differences in population and demographics result in variations in ambulance service demand, which in turn necessitate variations in service delivery. These factors include call volume, which has a direct affect on the maintenance of paramedic skills; the availability of other specialized health care service providers to support the safe and effective practice of ambulance service; and the cost effectiveness of service delivery in areas where there is low demand for ambulance service. It has been established that the per capita cost of ambulance service delivery to rural and remote areas of the province exceeds the figures documented in the more densely populated areas of British Columbia.*

**1996-B5      REDUCTION OF AMBULANCE SERVICE IN  
RURAL BRITISH COLUMBIA**

**OMMA Executive**

WHEREAS local governments have been advised that the Province of British Columbia plans to reduce ambulance service in rural British Columbia;

AND WHEREAS local governments believe that a reduction of qualified ambulance personnel will result in serious and life threatening consequences;

AND WHEREAS the province has a responsibility to its residents both urban and rural, to provide equitable and quality health care:

THEREFORE BE IT RESOLVED that UBCM advise the provincial government that it considers the removal of qualified ambulance personnel from rural areas, without provision of an alternative service for those rural residents, is totally unacceptable.

Convention decision: ***Endorsed***

Provincial response:

### **Ministry of Health & Ministry Responsible for Seniors**

*Like all providers of health services, the British Columbia Ambulance Service (BCAS) is being challenged to maintain existing service levels in the face of increased demand for ambulance services and limited budgets. To accomplish this, the Service must operate more efficiently. At the same time, the government recognizes that there have been historical inequities in the way ambulance stations have been staffed in non-metropolitan communities for many years.*

*The introduction of rational staffing criteria for future staffing decisions will promote equity in full-time staffing at the community level and assist in the assignment of an appropriate workload for our paramedics.*

*The process of establishing a provincial staffing policy involving small ambulance stations in non-metropolitan and rural areas of the province has identified the need to provide more regionally-based training so that our staff have the necessary training and skill levels for patient care. Redistribution of some of our full-time staff will meet our commitment to the provision of relevant and ongoing support for Emergency Medical Assistant (EMA) training in rural communities. We recognize that our part-time paramedics provide excellent service to their communities, and we also know that we must provide them with the medical skills and knowledge that they require.*

*During the last round of collective bargaining between the BCAS and its unionized paramedics, a Memorandum of Agreement on staffing levels was reached. Included is a provision that any changes in staffing levels will be implemented through voluntary attrition, so the process is likely to take place slowly over the next four years. The BCAS believes that an appropriate level of staffing will be maintained in each community to ensure continued effective service delivery. Steps are being taken to provide enhanced training to the Canadian Medical Association EMA 1 level, which will more than double the number of training hours of our EMA 1 staff. We are also establishing regional training centres which will support local stations and provide suitable support and mentor-ship to Unit Chiefs.*

*As changes in the staffing level of individual stations are implemented, a senior representative of the Ambulance Service will be pleased to attend a meeting of community representatives to explain the reasoning behind the proposed change and the impact this change could have on the provision of ambulance service to the citizens of the area.*

## REQUEST FOR DECISION

<b>RFD#:</b> 8SR	<b>Date:</b> February 11, 2013
<b>Meeting#:</b> CM021114	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> ATV Campground Tenure Offer & Licence of Occupation	

### BACKGROUND:

Council has been working on the development of an ATV Campground for the last year.

### DISCUSSION:

We have received the Tenure Offer for the grounds and a Licence of Occupation from the Ministry of Forestry, Lands, and Natural Resources Operations requesting action on acceptance of the two documents. We have received the draft Dinosaur Lake ATV Campground O&M Manual provided by L&M, April 2013. I will be researching more into this affair but in the meantime I believe it is in the best interests of the District to approve the Tenure Offer and the Licence of Occupation agreements.

All documents have been attached for your perusal as well as background info i.e. ATB Campground locations and development plan.

### BUDGET:

N/A at this time.

### RECOMMENDATION / RESOLUTION:

That Council approve the Tenure Offer and the Licence of Occupation agreements for the ATV Campground.

  
\_\_\_\_\_  
Tom Matus, CAO



Ministry of Forests, Lands and  
Natural Resource Operations  
100-10003 110th Ave  
Fort St. John, BC V1J 6M7

Telephone No: 250-787-3415  
Facsimile No: 250-787-3219

HST Registration No: R107864738

Your contact is: Sylvia Bayley

Our file: 8015316

Your file: 6130-04

### **TENURE OFFER**

February 28, 2013

HUDSON'S HOPE, DISTRICT OF  
Po Box 330  
Hudson's Hope, BC V0C 1V0

Attention: Charles Nash, CAO

Dear Mr. Nash:

**Re: Application for Tenure over Crown Land**

Your application for a licence for community ATV campground purposes over:

**THOSE PARTS OF SW 1/4 AND SE1/4, DISTRICT LOT 149, PEACE RIVER  
DISTRICT, SHOWN HIGHLIGHTED ON LEGAL DESCRIPTION SCHEDULE,  
CONTAINING 4.20 HECTARES, MORE OR LESS.**

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

## **Deadline for Your Acceptance of this Offer**

This offer may be accepted by you on or before April 29, 2013 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

### **1. Conditions of Offer**

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before April 29, 2013 together with all of the following:

#### Insurance

We confirm that the District of Hudson's Hope currently carries insurance under the Municipal Insurance Association.

#### Additional Requirements/Information

- Proponent to make application for Non-Farm use or exclusion to the Agricultural Land Commission
- Proponent will prevent ATV access to the wetlands behind the tenure area by installing a preventative device
- An updated and signed management plan as follows: The Management Plan requires:
  - A current date
  - A signature and printed name
  - A semi-detailed construction schedule showing the different phases of works to be completed (i.e. month to month for completion rather than season to season)
  - Please include in the body of the management plan the following mitigation strategies to address First Nations concerns:
    - Warning signs regarding fish and mercury levels in the lake (i.e. how many and where they will be placed)
    - Access restriction to wetland area's behind the area of interest (i.e. what will be used, how will the objective be accomplished, where on the site will the access restriction be)
    - ATV Rules (i.e. signs or posters??)
    - Parameters of Camp Site Use for hunting purposes for the general public (i.e. can and cannot do's and don'ts signs or rule board)
    - And any other issues that I may not be aware of that you know about directly from your meetings with First Nations outside of our consultation process.
- Adherence to most recent approved Management Plan on file

The enclosed tenure documents must be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return both copies to us.**

If you sign the licence documents and return them to us on or before April 29, 2013 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before April 29, 2013, we will be under no further obligation to issue the licence to you and this offer will terminate.

## **2. Acknowledgments of the Applicant**

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
  - (i) the Land is suitable for your proposed use,
  - (ii) the Land can be built on,
  - (iii) there is access to the Land, or
  - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

## **3. Your Representations**

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

**Freedom of Information**

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

A handwritten signature in dark ink, appearing to read "H. Hopkin". The signature is written in a cursive style with a large initial "H" and a trailing flourish.

Authorized representative

**Acceptance of Offer of licence**

File No. 8015316

Ministry of Forests, Lands and Natural Resource Operations  
100-10003 110th Ave  
Fort St. John, BC V1J 6M7

Dear Sylvia Bayley:

**Re: Application for licence**

- ☒ I/We accept the offer of licence made to me/us by way of a letter dated February 28, 2013 from the Ministry of Forests, Lands and Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated February 28, 2013 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing



## LICENCE OF OCCUPATION

Licence No.:

File No.: 8015316

Disposition No.: 887960

THIS AGREEMENT is dated for reference February 28, 2013 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**DISTRICT OF HUDSON'S HOPE**

PO Box 330

Hudson'S Hope, BC V0C 1V0

(the "Licensee")

The parties agree as follows:

### ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

**"Agreement"** means this licence of occupation;

**"Commencement Date"** means February 28, 2013;

**"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation;

**"Fees"** means the fees set out in Article 3;

**"Hazardous Substances"** means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

**"Improvements"** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**"Land"** means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

**"Realty Taxes"** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**"Security"** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**"Term"** means the period of time set out in section 2.2;

**"we", "us" or "our"** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

**"you" or "your"** refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise

indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for ATV campground purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

### ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
    - (ii) the provisions of this Agreement;
  - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the

Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (k) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (l) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
  - (i) your breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful

use of the Land by any other person, and

- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (m) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land to the condition described in the Management Plan, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

- 4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or

- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

**4.4 Despite any other provision of this Agreement you must:**

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

**4.5 We may from time to time**

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

## ARTICLE 5 - LIMITATIONS

### 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(m)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(m)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(m)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of

your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
  - (i) default in the payment of any money payable by you under this Agreement, or
  - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the

default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

**8.3 You agree with us that**

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

**ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Fort St. John, British Columbia, and if we or our authorized representative have no office in Fort St. John, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Fort St. John, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS  
100-10003 110th Ave  
Fort St. John, BC V1J 6M7;

to you

HUDSON'S HOPE, DISTRICT OF  
PO Box 330  
Hudson'S Hope, BC V0C 1V0;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or

hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
  - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
  - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
  - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
  - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
  - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;

- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

**SIGNED on behalf of HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

\_\_\_\_\_  
Minister responsible for the *Land Act*  
or the minister's authorized representative

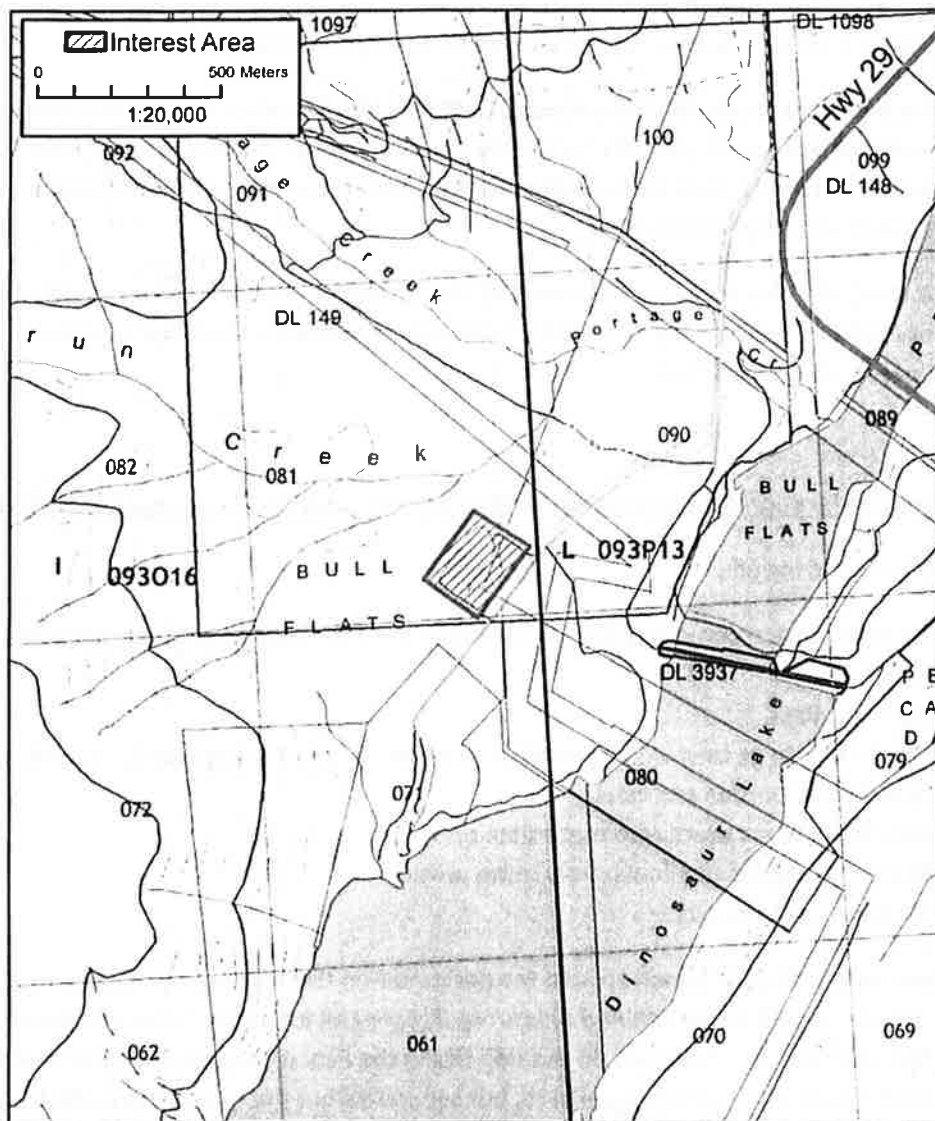
**SIGNED on behalf of DISTRICT OF HUDSON'S HOPE  
by its authorized signatories**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

## LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF SW 1/4 AND SE1/4, DISTRICT LOT 149, PEACE RIVER DISTRICT, SHOWN HIGHLIGHTED ON LEGAL DESCRIPTION SCHEDULE, CONTAINING 4.20 HECTARES, MORE OR LESS.



## **DEVELOPMENT PLAN FOR DISTRICT OF HUDSON'S HOPE ATV PARK**

### **The Nature of the Proposed use of Campground Area**

In the area north and west of this proposed site lies many miles of abandoned roads and trails from logging, mining and the Bennett Dam construction. These by-ways are used by hundreds of ATV enthusiasts from 2-Wheelers, sport quads and family ATVs and UTVs.

These users sometimes create friction with weekend RVers and tourists in our local campsites. For this reason we wish to expand our park site to include the ATV in an environment of its' own. This site would allow them to access their trails and by-ways without disturbing other campers or travelling on vehicular roads or crossings of the same.

ATVs now camp in many areas without supervision or facilities for bathrooms or garbage. This would alleviate this problem by supplying them with a campsite where they could easily access their trails but still have supervision and facilities.

### **The Nature of and location of all proposed improvements in relation to the application boundary**

Improvements would include:

1. Day parking to accommodate day users, where they could park their vehicles while out for the day.
2. Pump out toilets.
3. Bear-proof garbage cans which would be emptied by the Municipality as needed.
4. Recycle bin for bottles and cans.
5. Group campsite for users with more than one RV.
6. Individual campsites to allow others some privacy.
7. Picnic tables and fire pits.

A roadway would be maintained around the perimeter on the three sides adjacent to the woods. A setback of 15m would be maintained unless regulations call for more. All improvements would fall within this same perimeter except on the side facing the Peace Canyon Rd. (refer to map) which would have the ATV access trail parallel to, but separate from the road. This is the trail allowing access to the trails used by the ATVs.

Picnic tables and regulation fire pits would be at each campsite.

A trail network would join each campsite allowing the machines to enter and exit without crossing main roads or disturbing other campers.

### **Proposed Development and Operating Schedule**

As this area is an old campsite from the construction of Peace Canyon Dam (BC Hydro), the site is already leveled and graveled. A simple clearing of some light brush and a grading of roads and campsites would facilitate easy development once permission is granted. This could be done in the spring of 2011. The rest would simply be the placing of toilets, garbage cans, fire pits and tables.

Our parks generally operate from May through September and we would co-ordinate this with the other locations.

We believe this to be an extremely environmentally-friendly endeavor, which would aid in the supervision and control of these off-road users while providing a great experience and security for the users of this park.

February 15, 2010

**RC1 Recreation Committee – ATV Park at Dinosaur Lake (6130-04)**

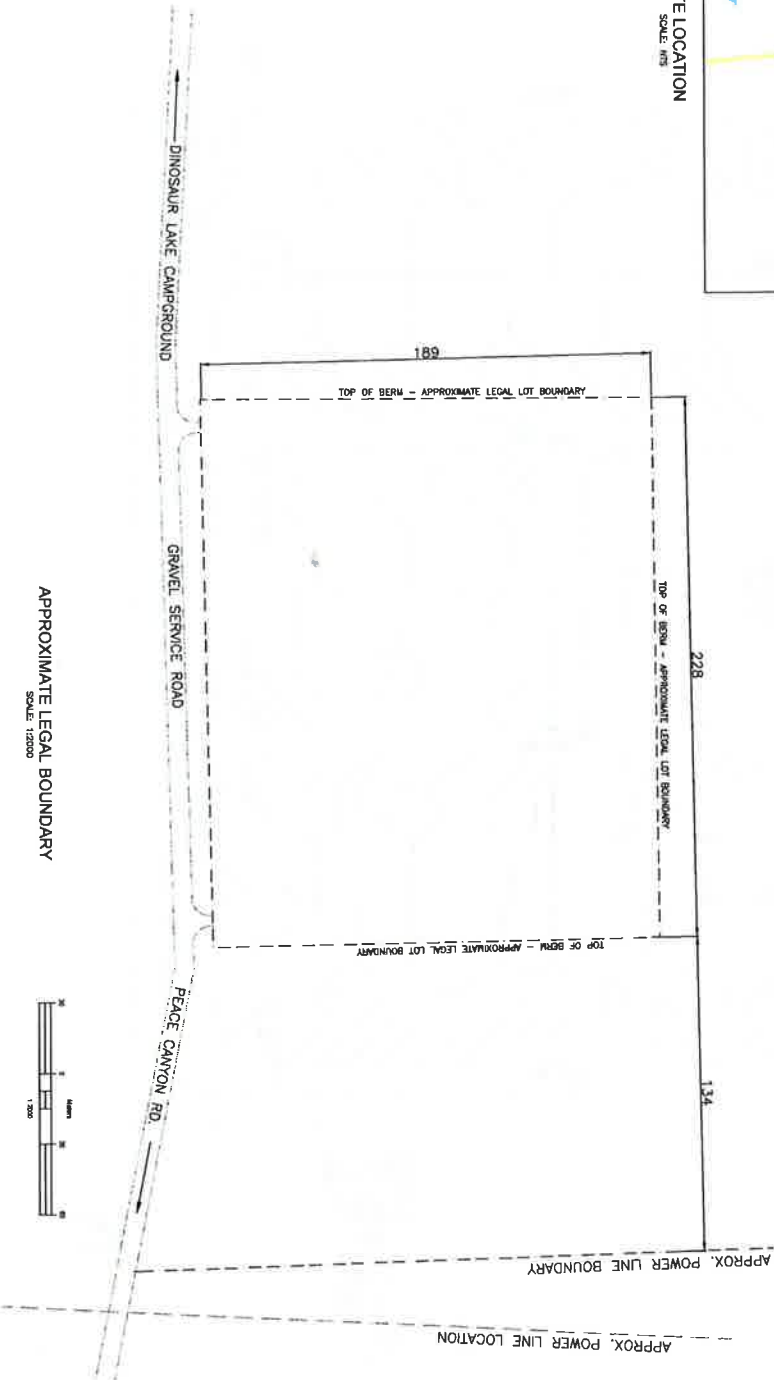
Council reviewed the information brought to the table from the Recreation Committee in regards to developing an ATV park at Dinosaur Lake. Councillor Johnson explained where the ATV park would be located, that costs would be minimal, that it would add revenue and would help to keep the AVT campers out of the existing camp ground. Councillor Johansson suggested this proposal be taken to BC Hydro, to see if they would help with funding and that BC Hydro should run the park like they do Mackenzie. Discussion ensued and it was decided that a motion be put on the table for this issue and a meeting be setup with Council to discuss the BC Hydro issue.

M/S Councillors Stacey and Webster;

"That Council move forward with the Recreation Committee's proposal to develop the ATV park at Dinosaur lake."

CARRIED

A special meeting has been scheduled to discuss what Council would like from BC Hydro for January 20, 2010.

[illegible]

**ENGINEERING LIMITED**

1210 FOURTH AVENUE  
PRINCE GEORGE, B.C.  
V2A 3A4  
TEL. (250) 562-1977  
FAX (250) 562-1987

DATE:	4/7
ORDER:	DNS
DEPT:	DNS
SUPPLY FILE:	
CHARGE FILE:	Campfire, Nov. 3, 1961
CONTRACT/ORDERS:	4/7
990:	
DATE:	11-07-12
NO. 123	1002 1,000

DINOSAUR LAKE ATV  
CAMPGROUND  
APPROXIMATE LEGAL  
BOUNDARY EXTENTS

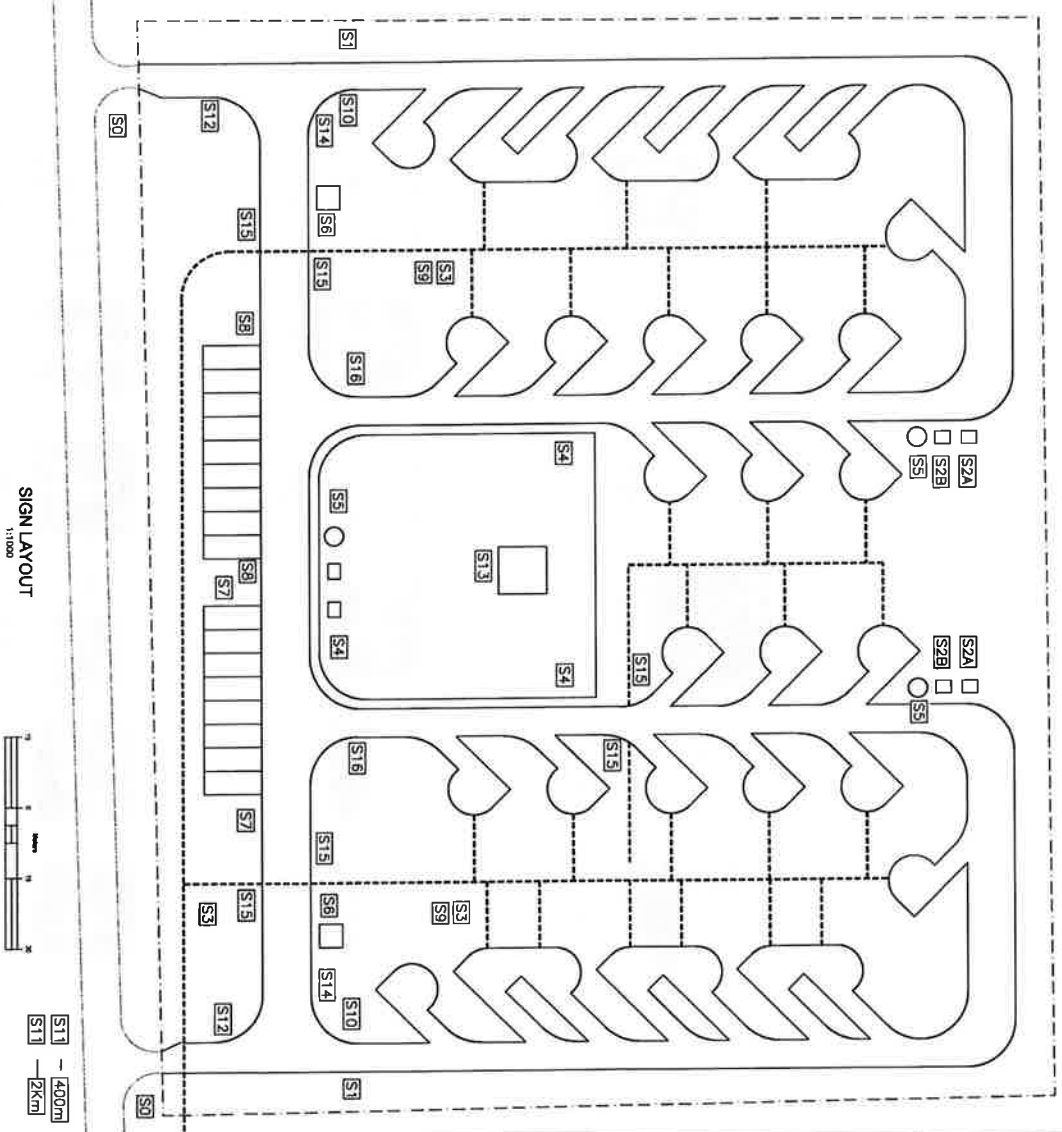
CREATING PROJECT No.  
18.04.2013  
Drawing No.  
C001

SHEET NO.	REV. NO.
1 OF 4	0



# SIGN SCHEDULE

- S1 2x - ONE WAY ONLY
- S2A 3x - WOMAN'S RESTROOM
- S2B 3x - MEN'S RESTROOM
- S3 3x - CAUTION-PLEASE STAY ON TRAIL
- S4 3x - GROUP CAMPING
- S5 3x - WASTE DISPOSAL
- S6 2x - FIREWOOD - PLEASE USE SPARINGLY
- S7 2x - PARKING
- S8 2x - ATV DRIVING
- S9 2x - TENT/VEHICLE CAMPING
- S10 1x - CAMPGROUND APPROACH SIGN
- S11 2x - 10KM/H SPEED LIMIT
- S12 1x - PICNIC SHELTER
- S13 1x - CAMPGROUND RULES AND REGULATIONS
- RESERVATIONS MADE ON A FIRST COME FIRST SERVED BASIS.
- SELECT YOUR CAMPSITE. AN ATTENDANT WILL BE BY TO REGISTER YOU.
- QUIET TIME FROM 10:30PM TO 7:30AM. NO MUSIC OR LOUD NOISE ALLOWED DURING THIS TIME.
- ATVS ON CAMPGROUND TRAILS ONLY.
- ATVS MUST YIELD TO PEDESTRIANS ON TRAILS.
- HELMETS AND SAFETY GEAR TO BE WORN AT ALL TIMES WHILE ON CAMPGROUND PROPERTY.
- PETS TO BE KEPT ON A LEASH AT ALL TIMES.
- FIRES PERMITTED IN DESIGNATED FIRE PITS ONLY.
- S14 5x -CAUTION: ATV CROSSING
- S15 1x -HIGHWAY APPROACH SIGN
- TURN LEFT 1km AHEAD
- IMAGES: TENT CAMPING, TENT/VEHICLE CAMPING, ATV USE
- S16 2x -DO NOT ENTER
- S17 1x -HUDSON'S HOPE
- ATV CAMPGROUND



SIGN LAYOUT  
1:1000



S1 - 400m  
S11 - 2km

## LEGEND

NO.	DATE	REVISION
1		
2		
3		
4		

**L&M**  
ENGINEERING LIMITED  
1710 KENNEDY AVENUE  
SUITE 2000, MARKHAM, ONTARIO L3R 9W7  
TEL: (905) 947-1877  
FAX: (905) 947-1887

DATE	10.10.2013
BY	10.10.2013
CHECKED	10.10.2013
DATE	10.10.2013
BY	10.10.2013
CHECKED	10.10.2013

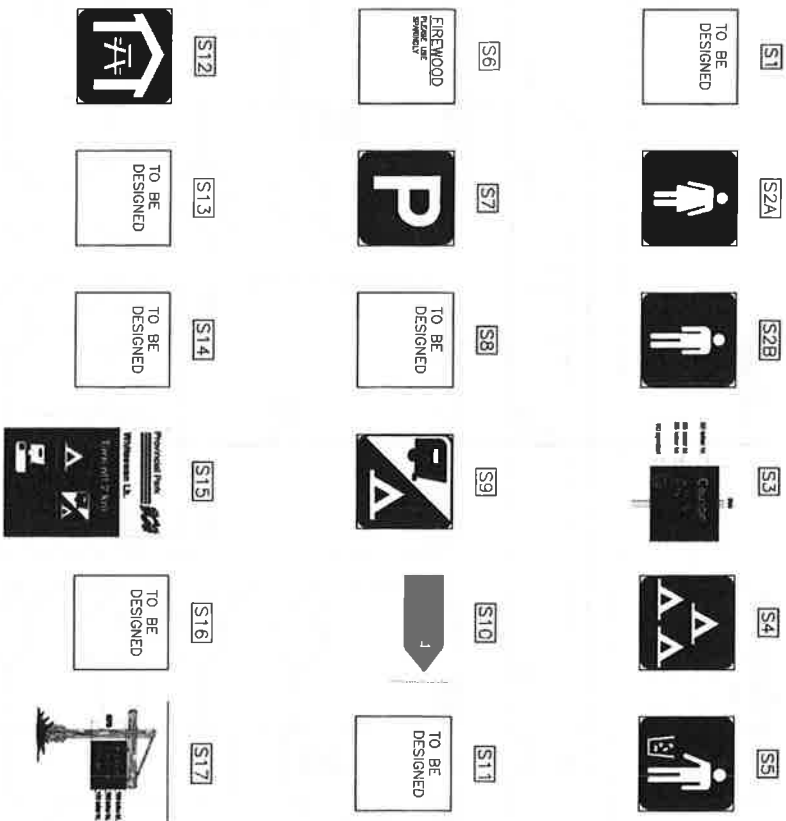
DINOSAUR LAKE ATV  
CAMPGROUND  
SIGN LAYOUT

1012-10-01  
C003

3 OF 4  
0

# SIGN SCHEDULE

- S1 2x -ONE WAY ONLY
- S2A 3x -WOMAN'S RESTROOM
- S2B 3x -MEN'S RESTROOM
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- S7 2x -PARKING
- S8 2x -ATV DRIVING
- S9 2x -TENT/VEHICLE CAMPING
- S10 1x -CAMPGROUND APPROACH SIGN
- S11 2x -10KM/H SPEED LIMIT
- S12 1x -PICNIC SHELTER
- S13 1x -CAMPGROUND RULES AND REGULATIONS
- RESERVATIONS MADE ON A FIRST COME FIRST SERVED BASIS.
- SELECT YOUR CAMPSITE. AN ATTENDANT WILL BE BY TO REGISTER YOU.
- QUIET TIME. FROM 10:30PM TO 7:30AM. NO MUSIC OR LOUD NOISE ALLOWED DURING THIS TIME.
- ATVS ON CAMPGROUND TRAILS ONLY.
- ATVS MUST YIELD TO PEDESTRIANS ON TRAILS.
- HELMETS AND SAFETY GEAR TO BE WORN AT ALL TIMES WHILE ON CAMPGROUND PROPERTY.
- PETS TO BE KEPT ON A LEASH AT ALL TIMES.
- FIRES PERMITTED IN DESIGNATED FIRE PITS ONLY.
- S14 5x-CAUTION: ATV CROSSING
- S15 1x -HIGHWAY APPROACH SIGN
- TURN LEFT 1km AHEAD
- IMAGES: TENT CAMPING, TENT/VEHICLE CAMPING, ATV USE
- S16 2x -DO NOT ENTER
- S17 1x -HUDSON'S HOPE
- ATV CAMPGROUND



## LEGEND

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**L&M**  
ENGINEERING LIMITED  
1210 SOUTH AVENUE  
VAN. BC. V6C 2G6, B.C.  
TEL. (250) 923-1977  
FAX. (250) 923-1887

DATE	BY	CHKD
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DINOSAUR LAKE ATV  
CAMPGROUND  
SIGN DETAILS

1012-10-01  
C004

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February 15, 2010

**RC1 Recreation Committee – ATV Park at Dinosaur Lake (6130-04)**

Council reviewed the information brought to the table from the Recreation Committee in regards to developing an ATV park at Dinosaur Lake. Councillor Johnson explained where the ATV park would be located, that costs would be minimal, that it would add revenue and would help to keep the AVT campers out of the existing camp ground. Councillor Johansson suggested this proposal be taken to BC Hydro, to see if they would help with funding and that BC Hydro should run the park like they do Mackenzie. Discussion ensued and it was decided that a motion be put on the table for this issue and a meeting be setup with Council to discuss the BC Hydro issue.

M/S Councillors Stacey and Webster;

"That Council move forward with the Recreation Committee's proposal to develop the ATV park at Dinosaur lake."

CARRIED

A special meeting has been scheduled to discuss what Council would like from BC Hydro for January 20, 2010.

**Subject: Re: CLATT - File 8015316 - Follow up for comments after WMFN meeting with District of Hudson's Hope.**

**Date:** Thursday, July 7, 2011 2:22 PM

**From:** Bruce <landusemanager@westmo.org>

**To:** "Novotny, Marianne FLNR:EX" <Marianne.Novotny@gov.bc.ca>

**Cc:** 'Kieran Broderick' <KBroderick@treaty8.bc.ca>, "Lybbert, Layne FLNR:EX" <Layne.Lybbert@gov.bc.ca>

**Category:** Print

Je aa haanach'e,

The meeting/site visit went well. The concerns for the proposed project at this time are as follows:

- Restricting access to the wetlands behind the site;
- Use of the camp site as a base for hunting and, by extension, impacts to Treaty rights;
- create an identified area where ATVs are permitted to go and rules for the area;
- if the ownership, use, or size changes in the future, then full consultation and accommodation is required;
- before and after pictures of the site and particulars; and,
- shape file of the disturbed area.

In addition, after seeing the disturbance on the site the following comments relate to BC Hydro:

- dumping of industrial garbage in an inappropriate manner is unacceptable. This should be reported to the appropriate personnel and an investigation should occur where the appropriate fines are levied;
- We would like to do a site visit with MFLNRO, Hydro, and CLATT, which would include the site in question but also the rests of the area permitted to be used by Hydro and the areas around those locations to ensure it is not breaking the law elsewhere;
- Before and after pics of the clean up;
- garbage must be disposed of in one of the sites operated by the Regional District. The paperwork from the Regional District demonstrating that the garbage has been properly disposed must be provided to the Nation;
- signs warning people of the methyl mercury contamination in the fish within the reservoirs must be posted on the site at the boat launch. A meeting with Northern Health, Health Canada, Hydro, CLATT, and the appropriate other Crown reps should occur;
- Follow up occurs with the Nation.

Wuujo aasana laa,