



DISTRICT OF HUDSON'S HOPE

AGENDA

Council Chambers

Monday April 10th, 2017 at 6:00 PM

1. Call to Order:

2. Delegations:

D1 Corporal Romanchych- RCMP Report

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3. Notice of New Business:

Mayor's List

Councillors Additions

CAO's Additions

4. Adoption of Agenda by Consensus:

5. Declaration of Conflict of Interest:

6. Adoption of Minutes:

M1 March 27, 2017 Regular Council Meeting

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7. Business Arising From the Minutes:

8. Staff Reports:

SR1 CAO Action and Other Updates

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SR2 Promotional Items Policy

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SR3 Site C Impact lines SRW, Lot ownership

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SR4 RFD- NDIT Grant application

Page 48

SR5 Trustee Orientation Program training

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SR6 BCH Grants

Page 51

SR7 Snow clearing and Road Sanding

Page 67

SR8 Licence of Occupation – Lynx Creek Boat Launch

Page 74

SR9 Water and Sewer Rates Review

Page 98

9. Bylaws:

B1 Bylaw 872- Official Community Plan Amendment

Page 101

B2 Bylaw 873- Zoning Plan Amendment

Page 116

B3 Bylaw 883- Subdivision

Page 121

10. Correspondence

C1	Thank-you from District of Coldstream	Page 128
C2	Chetwynd challenge	Page 129
C3	UBCM newsletter	Page 131
C4	Correspondence from Mayor Mund	Page 132
C5	Shoreline Protection Investigations Update	Page 135
C6	Northern Healthy Communities	Page 139
C7	BC Hydro- construction schedule	Page 140
C8	Site C Project update	Page 142
C9	BC Hydro- newsletter	Page 144
C10	Northern Health	Page 148

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

12. Old Business:

14. Public Inquiries:

15. Adjournment:



DISTRICT OF HUDSON'S HOPE

Delegation to Council Request Form

Name of person or group wishing to appear before Council:

Corporal Trevor Romanchych- Hudson's Hope RCMP

Subject of presentation: RCMP Report

Purpose of presentation: ☐ information only
☐ requesting a letter of support
☐ requesting funding
☐ other (provide details)

Contact person (if different than above):

Telephone number: 250-783-5241

Email address:

Will you be providing supporting documentation? ☒ Yes ☐ No

If yes: ☒ handouts at meeting
☐ publication in agenda (one original due by 4:30 the Wednesday prior to your appearance date)

Technical requirements:

☐ flip chart
☐ multimedia projector
☐ laptop

☐ other _____

Rules for Delegations:

1. fifteen minute maximum
2. name of person and or group and subject will be published in agenda (available to public and on internet)
3. direct your presentation to Council
4. Council may have questions
5. be courteous and polite
6. be respectful
7. is not a debate
8. don't expect an immediate answer
9. may not be on date requested as limit of three delegations per meeting on a first come, first served basis
10. bring enough handouts if your material is not published in agenda (the District will not provide reproduction services)

Helpful Suggestions:

- have a purpose
- get right to your point and make it
- be concise
- be prepared
- don't waste time
- state your request if any
- multiple-person presentations are still ten minutes maximum
- may be people in gallery who support or oppose you
- the Recording Secretary may ask for any relevant notes from you if not handed out or published in the agenda

I understand and agree to these rules for delegations

Name of Delegate or Representative of Group _____

Signature _____

Date _____

For Office Use	
<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected
By (signature): _____	<input type="checkbox"/> Mayor <input type="checkbox"/> CAO
Appearance date if applicable: _____	
Applicant informed of approval/rejection on (date): _____	
By (signature) _____	Date: _____



REGULAR COUNCIL MEETING
March 27, 2017
6:00 P.M.
MUNICIPAL HALL COUNCIL CHAMBERS

Present: Council Mayor Gwen Johansson
Councillor Nicola Gillis
Councillor Dave Helberg
Councillor Kelly Miller
Councillor Heather Middleton

Absent: Councillor Travous Quibell
Councillor Caroline Beam
Youth Councillor Tess Herrington

Staff: CAO, Tom Matus
Director of Protective Services, Robert Norton
Foreman of Public Works, Layton Bressers
Corporate Officer, Tammy McKeown

Other: 1 in gallery

1. **CALL TO ORDER:**
The meeting called to order at 6:00 p.m. with Mayor Gwen Johansson presiding.
2. **DELEGATIONS:**
3. **NOTICE OF NEW BUSINESS:**
Mayors Additions: Mayor's report
Councillors Additions: CEC-highway update, OB2
Staff Additions:
4. **ADOPTION OF AGENDA AS AMENDED BY CONSENSUS:**
5. **DECLARATION OF CONFLICT OF INTEREST:**
6. **ADOPTION OF MINUTES:**

M1 **March 13, 2017 Regular Council Meeting**
• SR1- missing a 'B' for BC Hydro.
• CR3- golf is being installed in the loft.
• SR3- note Councillor Gillis' opposition
RESOLUTION NO.085/17
M/S Councillors Miller/Gillis
That

0550-01

M1

"The minutes of the February 23, 2017 Regular Council Meeting be adopted as amended."
CARRIED

7. BUSINESS ARISING OUT OF THE MINUTES:

BA1 Correspondence

- Mayor Johansson to send letters of response to Cecil Siemens **0220-01** and Cathy Peters. Letter to Rick Loucks regarding recent **7100-01** Incident to be prepared.

BA2 CR3 - Disposal well

0400-20

- OGC has shut down the well.
- Attempting to set up meeting between District of Hudson's Hope, Oil & Gas Commission and BC Hydro.
- Tentative date of April 4th suggested for public meeting.
- Process to be implemented to ensure District of Hudson's Hope is informed in regard to activity on Crown land within the municipality

BA3 CR3 - Horticulture Business Case

6750-01

- North Peace Economic Development Commission (NPEDC) through the Peace River Regional District is soliciting bids from firms to develop a sector business case for the horticulture sector, in particular food production.

8. STAFF REPORTS:

SR1 CAO Report- Action and other Updates

0110-01

- **Shop Design**
 - Staff to organize open house for shop.
- **Solar Array** **0970-01**
 - Four interested contractors
 - Determine whether to utilize the space available on the larger building versus splitting panels between the smaller buildings.
 - Issue: cost of implementation is higher if splitting between the smaller buildings but will create a savings in regard to the net effect of collection vs. usage. Cost of implementation is lower if placing panels on larger buildings, will lose net effect but will increase amount resupplied to grid. If hydro changes agreement in regard to stored energy, this will reduce potential savings.
- **Wastewater Upgrade** **5340-01**
 - Three interested contractors have done site inspection.

SR2 RPT- DPW Shop Expense Report

0810-20

- Council requested increased regular reporting on projects for budgetary purposes.
- New projects should have reporting periods in place at on-set, if contingency factor not included in budget amount.

- SR3 RFD- Request for Paving 5400-01**
- Sole sourcing is possible based on Bylaw and NWPTA
 - DGS had provided lower quotes in 2015 for paving needs.
 - DGS has provided a good product in the past.
 - Create a working relationship between DGS and District of Hudson's Hope.
 - The paving request fits within the Strategic Plan.
 - Will be able to fix the existing infrastructure along Dudley while paving project is underway.
 - Discussion in regard to sidewalks along Dudley; can be installed after paving is completed
 - Possibly check into financing for future paving project.
 - Determine if able to utilize leftover pavement in the Community Hall parking lot.
- RESOLUTION NO.086/17**
M/S Councillors Helberg/Gillies
That:
"Council approve sole-sourcing the paving contract to DGS Astro Paving"
And That:
"Council authorize the Foreman of Public Works to enter into a paving contract with DGS Astro Paving for the Beryl Prairie Subdivision resurfacing, the paving of the new Public Works Yard and the Dudley Drive resurfacing."
CARRIED
- 9. BYLAWS: 3900-02**
B1 Bylaw 882, 2017- 2016 Amended Annual Financial Plan
RESOLUTION NO.087/17
M/S Councillors Middleton/Miller
That:
"Adopt the 2016 Amended Annual Financial Plan Bylaw# 882, 2017."
CARRIED
- B2 Bylaw 872- Official Community Plan Amendment 3900-02**
B3 Bylaw 873- Zoning Plan Amendment
RESOLUTION NO.088/17
M/S Councillors Helberg/Middleton
That:
"Bylaws 872 and 873 be brought forward for discussion."
CARRIED
- Discussion in regard to what District would allow under home-based businesses.
 - Discussion in regard to Caretaker Residences and in regard to fencing.
 - Staff, Councillor Helberg, and Councillor Miller to set meeting to continue developing the bylaws. Changes will need to be incorporated into Subdivision Serving Bylaw.
 - Tabled until next meeting.
- 10. CORRESPONDENCE: 0230-20**
C1 Trustee Orientation Training Invitation
FOR INFORMATION

- C2 **BC Hydro-Construction Bulletin** **6660-20**
FOR INFORMATION
- C3 **TransCanada Corporation- North Montney Mainline Update** **6660-20**
FOR INFORMATION
- C4 **UBCM- Newsletter** **0400-01**
FOR INFORMATION
- C5 **MS Society of Canada** **0320-01**
FOR INFORMATION
- C6 **Thank-you from Figure Skating Club** **0220-01**
FOR INFORMATION
11. **REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES**
- CR1 **Mayor's Report**
• **NPEDC** **6750-01**
 - Donating memory sticks to Economic. Development groups by request.
 - Safety equipment has been sold to Fort St John.
 - Commission is winding down operations.
 - Grant-writer program will continue until the end of the year.
 - District will have to determine how to proceed.
 - NDIT sponsors 54 positions, District will have to apply if interested. Sponsorship in the amount of an \$8,000 rebate with the stipulation that a minimum of \$200,000 worth of grants must be applied for by the grant-writer during the term of employment and approved calendar year.
- **Northern Groove Partners** **6750-01**
 - Sharing positive news and creating community awareness.
 - NPEDC requested to provide support for 20 or more organizations in the amount of 50% sponsorship towards membership and one-time article cost
- **PRLGA** **0400-01**
 - Reviewed all submitted resolutions, were discussing merging District of Hudson's Hope's and the District of Chetwynd's ambulance resolutions. It was determined to submit both separately.
12. **OLD BUSINESS:**
- OB1 **Solar Committee Terms of Reference** **0540-01**
 - ADHOC committee- will provide liaison between Contractor and Staff. Terms of Reference are not required.

- OB2 Road to subdivision past Winston Lodge 5400-01**
- Discussion in regards to Rural Roads Policy.
 - Had been discussed previously that snow removal would not be done for Stahl Road.
 - Snow removal is being done due to road being considered a statutory right of way as it was built to municipal road standards.
 - Staff to bring back guidelines in regard to District responsibility.
- OB3 Rocks on road at Lynx Creek 0400-02**
- Ministry of Transportation attended on Friday March 24th, 2017 to determine a solution to the rocks falling onto the road. Awaiting the Ministry's response.
- 13. NEW BUSINESS:**
- NB1 Telus Representative**
- Staff to send out a thank-you to Loris Martin.
- NB2 Community Hall 0810-01**
- Integrity has looked at the building and will be providing a building plan for the replacement.
- NB3 CEC 0300-01**
- Meeting to be set with Ministry of Transportation
 - Reinforce need to address entire highway- road safety and passing lanes.
 - Request construction timeline, expected delays.
 - Council to forward concerns to CEC members.
- 14. PUBLIC INQUIRIES:**
- 15. ADJOURNMENT:**
- Mayor Johansson declared the meeting adjourned at 7:25 pm

DIARY

Diaryized

Conventions/Conferences/Holidays

Beryl Prairie Playground

UBCM resolution - Alternate Director

07/25/16

10/11/16

Certified Correct:

Corporate Officer/Tammy McKeown Chair/Mayor Gwen Johansson

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: MAYOR JOHANSSON and COUNCIL
SUBJECT: ACTION and other UPDATES
DATE: April 10, 2017
FROM: Tom Matus, CAO

Staff Anticipated Travel:

CAO: NCLGMA-AGM: Prince George (tentative)	Apr 11-13, 2017
CAO: MIABC- Vancouver (tentative)	Apr 19-22, 2017
CAO: LGMA-AGM: Penticton – (confirmed)	May 16-18, 2017
CAO: MATI: Leadership in Local Government Organizations (tentative)	June 18-23, 2017
CO: LGMA-AGM: Penticton – (confirmed)	May 16-18, 2017
CO: NCLGMA-AGM: Prince George (tentative)	Apr 11-13, 2017
CO: MATI@ Foundations - UBC-Okanagan Campus in Kelowna (confirmed)	Aug 13-18, 2017

Shop Design

Floor is painted, minor finishing touches to be done. To schedule final Building Inspection a.s.a.p. upon Integrity's confirmation.

Solar Array

We received 4 submissions though one was late, determining with legal whether it can be accepted.

Wastewater Upgrade

Tender was advertised March 10th, closing was April 4th, closing changed to April 11th due to request of 6 proponents.

Omicron/DHH Atkinson Construction Manager Agreement

Still awaiting our Legal and Omicron to finalize the Construction Agreement.

Atkinson Subdivision

A Preliminary Layout Approval was issued for the Atkinson Property Subdivision Development and is attached to this report.

Detailed Workplan and "Atkinson Subdivision Progress Report #1" (mainly financial with a couple of highlights from the Detailed Workplan), is attached to this report.

Development Variance Permits were going to be issued, but preferred to include these variances as amendments to the Subdivision Development Servicing Bylaw, instead: Subdivision Development Servicing Bylaw, Zoning Amendment Bylaw and OCP Amendment Bylaw RFDs are included in this Agenda.

Berm

Site C geotechnical work for the Berm will be scheduled between April and September: a BCH FAQ Site Investigation Work schedule and a BCH Hudson's Hope Shoreline Protection info sheet is attached.

D.A. Thomas Trail

To review draft specifications with Nancy Pepper on April 10th regarding the D.A. Thomas Boat Launch and Trail for inclusion in a future Council/Committee and CEC meeting.



Tom Matus, CAO



**HUDSON'S
HOPE**
PLAYGROUND OF THE PEACE

Box 330
9904 Dudley Drive
Hudson's Hope BC V0C 1V0
Telephone 250-783-9901
Fax: 250-783-5741

March 30, 2017

Mr. Tom Matus, CAO
District of Hudson's Hope
P.O. Box 330
Hudson's Hope, BC
V0C 1V0

Re: Preliminary Layout Approval; Construction Design Approval – OMICRON Construction Ltd / L&M Engineering Ltd. Project #1286-13: District of Hudson's Hope's 2 parcels comprising of a 27-Lot Subdivision

The District of Hudson's Hope has conducted a preliminary review of the subdivision application described above. The following statement of conditions and approval information is based on the plan and information provided with your application.

This statement of conditions which must be met in order to obtain approval of subdivision is issued as a convenience to the applicant and is not a guarantee of subdivision approval. If any other information comes to light before an application is made for subdivision under the *Land Title Act* or the subdivision plans are approved, these statements may be reconsidered and altered. It is also noted that approval of any subdivision will be subject to compliance with all legislation and regulations.

The purpose of this letter is to discuss with you the issues surrounding:

- dedication of new highway by you from land owned by you;
- subdivision of the District's 2 parcels containing a combined 27 lots;
- construction of two new roads and installation of services within the new roads; and
- park dedication or payment in lieu.

Statement of Conditions:

1. The Official Community Plan (OCP) Bylaw No. 822 was adopted on June 10th, 2013. The OCP designates your property as Core Residential;
2. Zoning Bylaw No. 823, 2013 designates your property as R2 Multi-unit Residential and the existing and proposed usage of the property complies;

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3. Each parcel must have legal and physical access to a road. The resulting parcels will have that physical access. Should additional public roads be proposed, this may be done by building the road at the time of subdivision or with a road allowance and building the road in stages as specified in a subdivision servicing agreement that will be registered on title. If the road is to become a public road, it must be built to the District's standards;
4. Sections 6.1 Level of Service of Subdivision and Development Servicing Bylaw No. 848, 2015 require that every parcel created by a proposed subdivision to be connected to the community sewer system, the community water system and the community drainage system. As there is not currently a water or sewer system in this vicinity, you have the option to construct a system, at your cost, or apply for a Development Variance Permit that would vary this provision. For your convenience, I have included a Development Variance Permit application.

Land Ownership

The District owns:

Parcel Identifier: 011-745-789

Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 16585.

Parcel Identifier: 012-180-149

Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 14064, Except Plan H830.

We refer to these lands as your Lots A, Plan 16585 and Lot A, Plan 14064 Except Plan H830.

Highway Dedication and Subdivision Plan

The subdivision plan will dedicate new highway, from land owned by the District, pursuant to section 107 of the *Land Title Act*.

I believe the title to the subdivision plan must make reference to section 107 of the *Land Title Act*. Please discuss this with your surveyor.

Furthermore, the subdivision plan has two parcels though the numbering for each parcel should begin with the number 1.

The subdivision plan application will need to be signed by the District in its following capacity as owner of:

Parcel Identifier: 011-745-789

Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 16585.

Parcel Identifier: 012-180-149

**Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 14064, Except Plan H830.**

Construction of New Highway and Installation of Services

Regarding the engineering plans prepared by L&M Engineering - Project #1286-13, please note that these plans must reflect that you will construct the new roads for the entire length of the road dedication, as well as install works and services beneath the entire new road. The servicing plans must also reflect that you will install services connections to all 27 lots.

Timing of Construction

Even when the servicing plans have been approved by me, as Approving Officer for the District of Hudson's Hope, this does not mean that you may begin construction of the works and services.

Furthermore, in respect of the Lot A properties owned by you, it is subject to a registered Statutory Right of Way Plan 19308 and Plan 38366 in favour of the District for municipal water and sewer mains.

- You must enter into an agreement with the District outlining the standards and technical requirements for your work within the right of way area.
- The agreement must include an indemnity by which you indemnify the District for all losses it may sustain as a result of your work within the right of way area, including any damage to the water and sewer mains.
- The agreement would require you to take out a policy of liability insurance, with the District named as an additional insured, to protect the District from potential liability resulting from your work.
- The agreement would require you to provide the District with a letter of credit as security, which the District could use if there was any unrepaired damage to the water and/or sewer main, any failure on your part to complete your works, any liability to the District not covered by the insurance policy, etc.

You are, of course, entitled if you wish to install any works and services, in accordance with approved servicing plans, once approved, on other parts of your land outside the right of way area shown on Plan 19308 and Plan 38366.

In the end, the District believes you will find it expedient to undertake all the servicing works as part of a complete transaction – as described below. *This may* require you to enter into a subdivision servicing agreement with the District and provide security for all the works in the form of a letter of credit. Please advise if you wish to receive a copy of the District's standard form servicing agreement.

Park Dedication or Payment in Lieu

You are required to fulfill the parkland requirements in section 510 of the *Local Government Act* (see section 510 and associated Regulation attached at the end of this letter).

Since the District's Official Community Plan "contains policies and designations respecting the location and type of future parks", section 510 allows the District to decide whether to require you to dedicate parkland or pay cash in lieu.

This issue will be presented to Council for a decision at its next Council meeting. Based on the configuration of your subdivision, likely Council will require cash in lieu, but this is a decision that Council will make.

Transaction

Assuming Council decides to require cash in lieu of parkland dedication, the overall transaction will proceed substantially as follows:

- The District has the services it is to install/construct designed by an engineer and cost estimates prepared, all to the satisfaction of the Approving Officer

The District may enter into a subdivision servicing agreement with the District under section 509 of the *Local Government Act* and provides security for all the services it is constructing (in the form of a letter of credit equal to 125% of the estimated cost)
- The District meets all requirements of the Preliminary Subdivision Approval letter – including signing an agreement under section 513 of the *Local Government Act*, as required in the Preliminary Subdivision Approval letter, and including payment of cash in lieu of parkland dedication.
- the Approving Officer approves the subdivision of land created within the two parcels by the road dedication and by the 27-lot subdivision.
- Subdivision Plan, together with Application to Deposit fully-signed by the District of Hudson's Hope, District of Hudson's Hope, BC Hydro and Approving Officer.

Title Search

Please provide the District with an updated properties title search of your:

Parcel Identifier: 011-745-789

Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 16585; and

Parcel Identifier: 012-180-149

Lot A, Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District
Plan 14064, Except Plan H830.

SERVICING AGREEMENT

The District is currently in the process of updating its Official Community Plan Bylaw, Zoning Bylaw and Subdivision Development Servicing Bylaw. I ask that you sign an agreement as per section 511 (1) (b) of the Local Government Act which reads as follows:

Bylaws adopted after application for subdivision submitted

511 (1) This section applies in relation to a bylaw under this Part that is adopted after
(a) an application for a subdivision of land located outside a municipality has been submitted to a district highway manager in a form satisfactory to that official, or
(b) an application for a subdivision of land within a municipality has been submitted to a designated municipal officer and the applicable subdivision fee has been paid.
(2) If the bylaw would otherwise be applicable to the subdivision, the bylaw has no effect with respect to that subdivision for a period of 12 months after the bylaw is adopted.
(3) Subsection (2) does not apply if the applicant agrees in writing that the bylaw should have effect with respect to the subdivision.

FINALLY:

5. By copy of this letter, I am requesting BC Hydro, Telus, and Fortis BC to determine whether these utility companies have any requirements that need to be addressed by this application. As well I will notify MoTI of the pending subdivision development;
6. The plan will not be considered until I receive, in writing, confirmation of those agencies conditions, if any, have been met;
7. Section 83(2)(a) of the *Land Title Act* requires the submission of an examination fee of \$50. This fee is to be paid once the outlined requirements have been met;
8. All property taxes must be paid in full in accordance with section 83(2)(b) of the *Land Title Act* and no utility charges owed for the current year.

Regards,

Tom Matus, AO
District of Hudson's Hope Approving Officer

c.c. Mr. Darin Thompson
Director of Peace Operations, Generation
BC Hydro
GMS Generating Station
Mr. Alex Girdner
Construction Manager
OMICRON
Mr. Korey Roberts

Principal / Director, Construction (BC)
OMICRON
Mr. Dave Hleberg, Councillor
District of Hudson's Hope
Mr. Curtis Saunders
L&M Engineering Ltd.

LOCAL GOVERNMENT ACT

Requirement for provision of park land or payment for parks purposes

510 (1) Subject to this section and section 516 (3) (h) and (4) [*phased development agreement rules*], an owner of land being subdivided must, at the owner's option,

(a) provide, without compensation, park land of an amount and in a location acceptable to the local government, or

(b) pay to the municipality or regional district an amount that equals the market value of the land that may be required for park land purposes under this section as determined under subsection (6) of this section.

(2) Despite subsection (1),

(a) if a regional district does not provide a community parks service, the option under subsection (1) (b) does not apply and the owner must provide land in accordance with subsection (1) (a), and

(b) subject to paragraph (a), if an official community plan contains policies and designations respecting the location and type of future parks, the local government may determine whether the owner must provide land under subsection (1) (a) or money under subsection (1) (b).

(3) Subsection (1) does not apply to the following:

(a) subject to subsection (4), a subdivision by which fewer than 3 additional lots would be created;

(b) a subdivision by which the smallest lot being created is larger than 2 hectares;

(c) a consolidation of existing parcels.

(4) Subsection (1) does apply to a subdivision by which fewer than 3 additional lots would be created if the parcel proposed to be subdivided was itself created by subdivision within the past 5 years.

(5) The amount of land that may be required under subsection (1) (a) or used for establishing the amount that may be paid under subsection (1) (b) must not exceed 5% of the land being proposed for subdivision.

(6) If an owner is to pay money under subsection (1) (b), the value of the land is whichever of the following is applicable:

(a) If the local government and the owner agree on a value for the land, the value on which they have agreed;

(b) the average market value of all the land in the proposed subdivision calculated

(i) as that value would be on the date of preliminary approval of the subdivision or, if no preliminary approval is given, a date within 90 days before the final approval of the subdivision,

(ii) as though the land is zoned to permit the proposed use, and

(iii) as though any works and services necessary to the subdivision have not been installed.

(7) If an owner and a local government do not agree on the average market value for the purpose of subsection (6), it must be determined in the manner prescribed in the regulations that the minister may make for this purpose.

(8) If an area of land has been used to calculate the amount of land or money provided or paid under this section, that area must not be taken into account for a subsequent entitlement under subsection (1) in respect of any future subdivision of the land.

(9) Subject to subsection (11), the land or payment required under subsection (1) must be provided or paid to a municipality or regional district as follows:

(a) subject to paragraph (b), before final approval of the subdivision is given;

(b) if the owner and the local government enter into an agreement that the land or payment be provided or paid by a date specified in the agreement, after final approval of the subdivision has been given.

(10) Notice of an agreement under subsection (9) (b) must be filed with the registrar of land titles in the same manner as a notice of a permit may be filed and section 503 *[notice of permit on land title]* applies.

(11) Despite subsection (9), the minister may, by regulation,

(a) authorize the payment that may be required by this section to be made by instalments, and

(b) prescribe the conditions under which instalments may be paid.

(12) If land is provided for park land under this section, the land must be shown as park on the plan of subdivision.

(13) Section 107 *[deposit in land title office operates to dedicate and vest park land]* of the *Land Title Act* applies to park land referred to in subsection (12), except that,

(a) in the case of land within a municipality, title vests in the municipality, and

(b) In the case of land outside a municipality, title vests in the regional district if it provides a community parks service.

(14) If an owner pays money for park land under this section, the municipality or regional district must deposit this in a reserve fund established for the purpose of acquiring park lands.

LOCAL GOVERNMENT ACT SUBDIVISION PARKLAND VALUATION REGULATION

Appraiser to determine value

1 Section 510 (7) of the LGA: If an owner and a local government do not agree on the average market value for the purpose of subsection (6), it must be determined in the manner prescribed in the regulations that the minister may make for this purpose.

Appointment of appraiser

2 If the owner and the local government fail to agree on an appraiser, the Inspector of Municipalities shall, upon the application of either party, appoint an appraiser to determine the market value.

Cost of appraiser

3 Unless otherwise agreed, the cost of the appraiser shall be borne equally by the owner and the local government.

LAND TITLES ACT

Dedication and vesting

107 (1) The deposit of a subdivision, reference or explanatory plan showing a portion of the land

(a) as a highway, park or public square, that is not designated on the plan to be of a private nature, or

(b) as covered by water and as lying immediately adjacent to a lake, river, stream or other body of water not within the land covered by the plan, and designated on the plan to be returned to the government, operates

(c) as an immediate and conclusive dedication by the owner to the public of that portion of land shown as a highway, park or public square, or to be returned to the government, for the purpose indicated on or to be inferred from the words or markings on the plan,

(d) to vest in the Crown in right of the Province, subject to any other enactment, title to the highway, park or public square, or to the portion to be returned to the government, except any of the following that are registered in the name of a person other than the owner:

(i) minerals and placer minerals as defined in the *Mineral Tenure Act*;

(ii) coal;

(iii) petroleum as defined in the *Petroleum and Natural Gas Act*;

(iv) gas or gases, and

(e) to extinguish the owner's common law property, if any, in the portion of land referred to in subsection (1) (a) or (b).

(2) If the Crown in right of Canada, in trust for a band, as defined in the *Indian Act* (Canada), is the owner of the subdivided land, the Lieutenant Governor in Council may limit, in whole or in part, and subject to the terms and conditions the Lieutenant Governor in Council considers necessary, the operation of subsection (1).

(3) An indefeasible title must not be registered for a highway, park or public square dedicated and vested under this section.

(4) A public street, road, square, lane, bridge or other highway that vests in the City of New Westminster under section 204 of the *New Westminster Act, 1888* vests subject to the exceptions referred to in subsection (1) (d) of this section.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johannson and Council
SUBJECT: Atkinson Subdivision Progress Report #1
DATE: March 29, 2017
FROM: Tom Matus, CAO

Following is a progress report for the Atkinson Subdivision construction project with the Draft Detailed Work Plan is attached:

Finances:

Revenues:

Atkinson Property Escrow Funds:	\$1,700,000
BCH Purchase & Sale Agreement:	\$ 500,000
	<u>\$2,200,000</u>

Expenditures:

BCH Electrical Service Design	\$ 11,340
Free Balance:	<u>\$2,189,200</u>

Payments to Omicron (including subcontractors) will be paid directly from the Escrow Account, other payments may be paid by the District of Hudson's Hope and reimbursed from the Escrow Account.

Detailed Work Plan (Milestone #6):

Milestone #6 (of 13) is completed: a Detailed Work Plan was submitted to AQAT by Omicron, on March 24th, the plan is attached.

Some excerpts of the Draft Detailed Work Plan have been extracted and copied below:

Following is the **PROCUREMENT SCHEDULE** for each of the Tender Package phases:

Tender Package Phase	Pre-Qualification Submission:	Pre-Qualification Approval:	Tender Package Issue:	Tender Package Close
TP01 – Earthworks and Utilities	24-March-17	28-March-17	29-March-17	13-April-17
TP02 – Paving	14-April-17	18-April-17	19-April-17	3-May-17
TP03 – Landscaping	14-April-17	18-April-17	19-April-17	3-May-17

As per MMCD standards, contract administrators shall visit the Place of Work at intervals appropriate to the progress of construction to remain familiar with the progress and quality of the

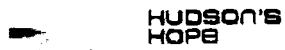
Work and to determine if the Work is proceeding in general conformance with the Contract Documents. An estimated schedule for anticipated quality assurance reviews is as follows:

Quality Assurance Reviews:

Review	Consultant	Dates
Removals and disconnect of existing	L&M Engineering, District	June 5 to 9
Hazardous abatement of asbestos Containing piping	L&M Engineering, AQAT	June 12 to 29
Subgrade cuts and backfill reviews	Northern Geo	June-August
Install of service mains, manholes	L&M Engineering, AQAT	Late June – early August
Shallow utilities and lot servicing	L&M Engineering, Omicron AEC, AQAT, BC Hydro, Telus/Shaw	Late July – late August
Sanitary and Water Main Tie-ins	L&M Engineering, District	Late July
Subgrade review	Northern Geo	Late July – early August
Sub-base and base review	Northern Geo	Late July – mid August
Curb and paving review	L&M Engineering, AQAT	Late August
Deficiency Review	All	Early September



 Tom Matus, CAO



Detailed Work Plan
Hudson's Hope – Atkinson Subdivision
March 24, 2017

DRAFT

SUBMITTED TO

Tom Matus
CAO, District of Hudson's Hope
9904 Dudley Drive, Box 330
Hudson's Hope, BC
V0C 1V0

SUBMITTED BY

Omicron Construction Management Ltd.
Fifth Floor Three Bentall Centre
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OMICRON 

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1. EXECUTIVE SUMMARY

This document is intended to serve as the Detailed Work Plan submission, in accordance with Schedule D, Milestone #6 of the Partnering Relationship Agreement between the District of Hudson's Hope and BC Hydro. The purpose of the Detailed Work Plan is to communicate the project controls that Omicron will have in place in order to satisfy contractual requirements and successfully complete the Works and Services for the Atkinson Subdivision.

The scope of work for this project comprises the subdivision of two existing properties totaling roughly 12 acres into 27 individual, fee-simple lots. The subdivision will be fully serviced with water, sanitary/storm drainage, natural gas, power and telecom provided to each lot. Two roads will provide access to each of the lots from Dudley Drive, and the development is expected to generally conform with the District of Hudson's Hope Subdivision and Servicing Bylaw.

A. PROCUREMENT PLAN

Omicron intends to divide the works into three separate sub-contractor scope packages. To ensure that only qualified sub-contractors bid on each scope, Omicron has employed a pre-qualification process on this project. This process aims to select between three and six contractors to participate in the tender, based on an objective scoring of their submission against a set of relevant criteria.

Following approval of a recommendation by The District, pre-qualified bidders will participate in a competitive tender for each scope. At the close of each tender period, a summary of submitted bids will be provided to The District for review. Low Bidder(s) conforming to tender submission requirements will be engaged in a bid interview; if compliant with the scope of services, a recommendation for sub-contract award will be submitted to The District for approval.

B. CONSTRUCTION SCHEDULE AND PHASING PLAN

Following completion of the detailed design on March 17, 2017 (Milestone #5), Omicron is preparing to competitively tender the separate scope packages. The tendering and sub-contract award period is expected to commence late March 2017 and finish by late April 2017. This timeline will allow sub-contractors sufficient notice - roughly one month - to procure materials and prepare resources in accordance with the construction schedule. Construction is scheduled to commence May 29, 2017 (Milestone #8) and will be completed by September 15, 2017 (Milestone #9).

As the subdivision sits on an unoccupied, brownfield site, phasing will be limited. The first phase (roughly 1 month) will involve the disconnection and removal of existing utilities. Phase 2 (8 weeks) will involve the installation of new deep and shallow utilities. The third and final phase will consist of site finishes, including paving, lamp standards and landscaping.

C. SITE SAFETY AND ENVIRONMENTAL MANAGEMENT PLAN

As Prime Contractor for the site, Omicron will be responsible for ensuring that all works comply with our company-wide safety policies and Worksafe BC requirements. A site-specific safety plan will be in place prior to work, and Omicron will ensure that mitigation measures are implemented to restrict public access to potentially hazardous construction areas. Further, an environmental management plan will be developed in conjunction with sub-contractors, which complies with MMCD requirements and restricts the off-site flow

of sediment from construction works

D. QUALITY ASSURANCE AND QUALITY CONTROL PLAN

Omicron Construction Management has developed a QA/QC plan outlining the procedures, roles and responsibilities that will be implemented to ensure that all works comply with the approved design criteria and industry best practices. Generally, quality control – including daily inspections and coordination of all specified testing – will fall under the domain of Omicron CM. Quality assurance – including periodic inspections and review of QC tests – will be provided by the consultants (Omicron AEC, L&M Engineering), the Atkinson Quality Assurance Team (AQAT), and their chosen delegates. Omicron CM will coordinate with the quality assurance team to provide "hold-points" in the schedule to accommodate necessary inspections

E. OMICRON'S DUTY TO MITIGATE

In accordance with Article 4.3(c) and 4.3(d) of the Partnering Relationship Agreement between the District of Hudson's Hope and BC Hydro, Omicron covenants to the following:

- If at any time, the AQAT or Omicron (as the "Atkinson Construction Manager") anticipate that the actual Construction Cost could exceed the funds available to the Owner, they will notify the other party in writing. Following such a notification, Omicron will make all reasonable efforts to propose adjustments to the scope of work in order to reduce the Construction Cost as needed to avoid exceeding the funds available to the Owner.
- If at any time, the AQAT or Omicron (as the "Atkinson Construction Manager") anticipate that any Atkinson Milestone (including Milestone #9 – the September 15th date for the Works and Services) will not be completed on or before the milestone date, they will notify the other party in writing. In the event of a delay, Omicron will work with the AQAT to adjust remaining Atkinson Milestone Dates as needed to ensure timely completion of the subdivision and servicing of the Atkinson Lands.

F. PAYMENT

Omicron will submit the draft monthly invoice with a letter of engineering assurance to the payment certifier (AQAT) on the 25th of each month. The AQAT will review the submission within five business days of receipt and make comments as required. Omicron will make necessary revisions and re-submit the final invoice along with a signed copy of the Schedule A (Form of Notice and Direction to Escrow Agent). Payment from the Escrow Agent to Omicron via The Owner should be net ten days following submission of the final invoice each month.

A. PRE-QUALIFICATION

Omicron intends to divide the construction scope of work into three separate sub-contractor tender packages:

1. Earthworks and Utilities
2. Paving, curbs and gutters

3. Landscaping

To ensure that only qualified sub-contractors bid on each scope, Omicron has employed a pre-qualification process on this project. A summary of this process is as follows:

- For each tender package (1-3 for this job), the opportunity to pre-qualify to bid on a particular scope of work has been posted to BC Bid, Journal of Commerce and Construction Associations.
- At the close of each pre-qualification period, we score submissions based upon on a standard set of criteria
- We target 3-6 bidders for each individual tender package. If the public postings do not generate sufficient interest to meet this target, we engage contractors from our Preferred Bidders List to pre-qualify for the package.

B SUB-CONTRACTOR PROCUREMENT

Following approval of the pre-qualification recommendation by the Owner, Omicron will commence the sub-contractor procurement process – a summary of this process is as follows:

- Omicron will prepare and issue the tender package to pre-qualified bidders
- Omicron will engage bidders during the tender period, managing the RFI process and issuing addenda as required to clarify the scope of work.
- At the close of each tender period, Omicron will analyze the submissions and provide a bid summary to the Owner.
- The project team will interview low bidder(s) to ensure compliance with the scope of services. If the bidder is deemed compliant and the project team is comfortable, Omicron will submit a recommendation for sub-contract award to the Owner for approval. As the contract structure is CCDC-5B with supplementary conditions, Omicron will hold sub-contracts directly.

C. PROCUREMENT SCHEDULE

Tender Package	Pre-Qualification Submission	Pre-Qualification Approval	Tender Package Issue	Tender Package Close
TP01 – Earthworks and Utilities	24-March-17	28-March-17	29-March-17	13-April-17
TP02 – Paving	14-April-17	18-April-17	19-April-17	3-May-17
TP03 – Landscaping	14-April-17	18-April-17	19-April-17	3-May-17

2.1.2.2. Construction Schedule

A. CONSTRUCTION SCHEDULE

The construction schedule is defined by the Atkinson Milestones as outlined in "Schedule D" of the Partnering Relationship Agreement between the District of Hudson's Hope and BC Hydro; more specifically, the milestones noted below:

- Milestone #8 (May 29, 2017) – Commence construction of "Works and Services" required for the servicing of the Atkinson Lands in accordance with [this] Workplan.
- Milestone #9 (September 15, 2017) – Completion of all "Works and Services" in relation to the servicing of the BC Hydro Lots.

A detailed construction schedule is provided in **Appendix A**. Construction activities will generally be sequenced as follows:

- Mobilize to site (May 29, 2017)
- Secure site with hoarding along Dudley Drive and install warning signage along remaining property lines bounded by trees/foliage
- Complete utility locate and preliminary survey (establish benchmarks)
- Work with BC Hydro to decommission and remove existing power lines
- Work with The District to disconnect existing services from District mains (water, sanitary)
- Demolish existing pavement, concrete driveways and foundations
- Strip existing overburden where required
- Remove existing underground services
- Install new deep utilities (water, sanitary, storm)
- Pressure test (water, sanitary) and chlorinate (water) lines prior to tie-in to District mains
- Backfill trenches and grade site to top of pavement sub-base
- Install shallow utilities (Hydro, Telus, Shaw, Fortis)
- Coordinate Utility Inspections and connections
- Grade site to top of pavement base
- Form and place curbs and gutters
- Pave roads
- Install street lighting and landscape

B. CONSTRUCTION PHASING PLAN

As the subdivision sits on an unoccupied, brownfield site, phasing will be limited. A summary of the phasing plan – which is provided as part of **Appendix B** – is as follows:

1. **Phase 1 (May 29, 2017 – June 29, 2017):**
 - a. Mobilize to site
 - b. Secure site with hoarding along Dudley Drive and install warning signage along remaining property lines bounded by trees/foliage
 - c. Complete utility locate and preliminary survey (establish benchmarks)
 - d. Work with BC Hydro to decommission and remove existing power lines
 - e. Work with The District to disconnect existing services from District mains (water, sanitary)
 - f. Demolish existing pavement, concrete driveways and foundations
 - g. Strip existing overburden where required
 - h. Remove existing underground services
2. **Phase 2 (June 23, 2017 – August 17, 2017):**
 - a. Install new deep utilities (water, sanitary, storm)
 - b. Pressure test (water, sanitary) and chlorinate (water) lines prior to tie-in to District mains
 - c. Backfill trenches and grade site to top of pavement sub-base
 - d. Install shallow utilities (Hydro, Telus, Shaw, Fortis)
 - e. Coordinate Utility inspections and connections
3. **Phase 3 (August 4, 2017 – September 14, 2017)**
 - a. Grade site to top of pavement base
 - b. Form and place curbs and gutters
 - c. Pave roads
 - d. Install street lighting and landscape

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A. SITE SAFETY PLAN

As Prime Contractor for the site, Omicron will be responsible for ensuring that all works comply with our company-wide safety policies and Worksafe BC requirements. A site-specific safety plan is being developed, and will be finalized prior to starting work – the draft version of this plan is included as part of **Appendix C**. Key features of the site-specific safety plan are as follows:

- Erect hoarding (snow fence) along Dudley Drive to provide a barrier to public access
- Post warning signage ("DANGER: CONSTRUCTION ZONE – DO NOT ENTER") along east, north and west site boundaries
- Employ a qualified site safety coordinator to enforce compliance with the site safety plan. Coordinator to have appropriate First Aid training for "High Hazard" work on a remote site (>20 min vehicle travel from a hospital as defined by WSBC)
- Health and Safety Program Manager (Omicron) will make periodic visits to site to conduct safety audits
- Emergency transport vehicle to be available on site as required to meet WSBC regulation for "high hazard" work on a remote site

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- All trades and site visitors will be required to go through a site safety orientation
- Sub-contractors will be required to submit corporate health and safety plans and proof of worker certification for machinery prior to starting work on site. Subs will conduct tailgate meetings and submit Hazard Assessment forms to Omicron daily prior to starting work
- Omicron will hold weekly tool-box talks and periodic joint health and safety committee meetings
- Any safety near misses or incidents will be captured in a report and submitted to the AQAT along with corrective actions

B. ENVIRONMENTAL MANAGEMENT PLAN

Omicron is committed to the protection of the environment and will comply with all federal, provincial, municipal environmental laws and guidelines, including MMCD Section 01.57.01. Key environmental mitigating techniques that will be employed on this job are as follows:

- Enforce submission of a site-specific erosion and sediment control plan from the civil sub-contractor
- Install rock wheel wash at site entry/exit to mitigate tracking of soils off site by vehicles
- Sweep roads to clear sand as required
- Install silt fences at strategic points around site boundary
- Install and maintain filter socks in District catch basins
- Stockpiled material to be protected – with poly if necessary
- Provide a waste management plan and enforce submission of waste management plans from sub-contractors
- Burning material of any kind will not be allowed on site
- Vehicle re-fueling to be done a minimum 30m from ditches

Omicron's sub-contractor specifications for environmental protection, erosion and sediment control and waste management are included as part of **Appendix D**

5. QUALITY ASSURANCE AND QUALITY CONTROL

Omicron Construction Management has developed a QA/QC plan outlining the procedures, roles and responsibilities that will be implemented to ensure that all works comply with the approved design criteria and industry best practices. The quality standards will be part of the construction documents including drawings, specifications and reports by listed consultants.

Generally, quality control – including daily inspections and coordination of all specified testing – will fall under the domain of Omicron CM. Quality assurance – including periodic inspections and review of QC tests – will be provided by the consultants (Omicron AEC, L&M Engineering), the Atkinson Quality Assurance Team (AQAT), and their chosen delegates. Omicron CM will coordinate with the quality assurance team to provide "hold-points" in the schedule to accommodate necessary inspections

Quality Control Roles

Role	Name
Construction Management Consultants	Omicron Construction Management
Design Management	Omicron AEC (Prime Consultant)
Architectural	Omicron AEC (Sub-consultant)
Electrical	Omicron AEC (Sub-consultant)
Geotechnical	Northern Geotechnical Services (Sub-consultant)
Civil	L&M Engineering (Sub-consultant)
Contract Administration/Quality Assurance	Omicron AEC, L&M, Northern Geo, Atkinson
Owner	Quality Assurance Team (QAAT) District of Hudson's Hope

CONSTRUCTION MANAGEMENT

Site Superintendent

- The Site Superintendent is responsible for overseeing the production and coordination activities associated with the works and services for the Atkinson Subdivision, reporting directly to the Construction Manager and the General Superintendent
- The Site Superintendent is directly responsible for the day-to-day activities of the subcontractors and suppliers; they will chair weekly trade coordination meetings and issue construction progress reports to the CM team on a daily basis.
- During construction, the Site Superintendent shall regularly inspect the construction and work of subcontractors to ensure compliance with the design, District bylaw requirements, and industry standards.

Construction Manager

- The Construction Manager is responsible for overseeing production, scheduling, contractual and coordination activities associated with the Atkinson Subdivision.
- During construction, the Construction Manager shall periodically inspect the construction site.
- The Construction Manager is also responsible for review of shop drawings and requests for information (RFIs), as well as submission of these documents to the consultants and Owner as required
- The construction manager shall issue weekly and monthly construction progress reports to the owner. The Construction Manager reports directly to the Construction Director

Construction Director

- The Construction Director will oversee and be knowledgeable on all facets of the project, and will ensure all works are completed in accordance with the contract documents
- The Construction Director is also a Principal within the company and will act as Omicron's contract representative.

CONSULTANTS

Prime Consultant (Omicron AEC)

- The prime consultant shall provide contract administration duties for the work as described in all contract documents
- The prime consultant/their representative will make periodic site visits to review quality and ensure the work conforms to the contract documents
- The prime consultant will coordinate responses to RFIs from the contractor, review of submittals, and any necessary changes to the contract documents
- The prime consultant will coordinate the work of all sub-consultants
- The prime consultant will perform all other roles as outlined in the CCDC-SB contract with supplemental conditions, and will assist the Atkinson Quality Assurance Team (AQAT) with payment certification

Sub-Consultants (Omicron AEC, L&M Engineering, Northern Geo)

- Ensure the "Issued for Construction" drawings and specifications reflect the scope of a serviced, 27-lot subdivision as outlined on the Subdivision site plan (R3)
- Ensure that plans and specifications are of the highest quality to promote high quality construction
- Receive and coordinate design for any owner initiated design changes. Once approved, he/she is responsible to verify their incorporation into the design documents
- Provide general review of the construction of the work as required by contract documents, District Bylaw requirements, BC Building Code and industry best practices
- Review construction reports and QC test results to ensure compliance with design; take necessary action to ensure contractor rectifies any discrepancies
- Review shop drawings and samples for compliance with the contract documents
- Ensure that any deficiencies, discrepancies, etc. are documented and are corrected in accordance with contract documents.
- Ensure that all design documents are aligned with each discipline for accuracy and correctness. Respond to any RFIs relating to their particular discipline through the Prime Consultant

Atkinson Quality Assurance Team (AQAT)

- The AQAT is a committee established by the Owner, in partnership with BC Hydro, to oversee the work.
- The AQAT will act as a co-consultant with respect to quality assurance and ensuring the contractor adheres to the contract documents. The AQAT may designate representative (such as a Foreman employed by The District) to make periodic site inspections and conduct quality assurance duties
- The AQAT will act as the payment certifier with respect to reviewing the contractor's monthly progress claims and the contractor's application for substantial completion

Quality Control Procedures

- The subgrade should be reviewed by a geotechnical engineer prior to placing any engineered fill;
- Imported engineered fill for structures should be confirmed with Geotechnical Engineer to consist of non-organic, clean, well-graded, 75 mm minus pit run sand and gravel with fine content no greater than 5 %;
- A laboratory standard proctor test will be conducted on samples of granular engineered fill to determine the standard proctor's maximum dry density (SPMDD) and optimum moisture content (OMC);
- A sieve analysis will be conducted on samples of granular engineered fill to determine whether the material meets Master Municipal Construction Documents (MMCD) gradation specifications;
- Sieve analysis will be conducted at 1,000m³ intervals on granular engineered fill (samples should be obtained from the material at point of placement);
- Laboratory standard proctor test will be conducted at 5,000m³ intervals on granular engineered fill (samples should be obtained from the material at point of placement);
- The engineered fill will be placed at no more than 300 mm lift thickness;
- The engineered fill will be compacted to 100 % of SPMDD and within 2 % of OMC;
- Field density tests will be conducted at the compacted subgrade and at every lift of the engineered granular fill with a testing frequency of 1 test per 20 X 20 m section.
- Pressure tests on installed lines prior to tie-in to District mains

Proposed Quality Assurance Procedures

As per MMCD standards, contract administrators shall visit the Place of Work at intervals appropriate to the progress of construction to remain familiar with the progress and quality of the Work and to determine if the Work is proceeding in general conformance with the Contract Documents. An estimated schedule for anticipated quality assurance reviews is as follows:

Quality Assurance Reviews		
Review	Consultant	Dates
Removals and disconnect of existing utilities	L&M Engineering, District	June 5 to 9
Hazardous abatement of asbestos containing piping	L&M Engineering, AQAT	June 12 to 29
Subgrade cuts and backfill reviews	Northern Geo	June-August
Install of service mains, manholes	L&M Engineering, AQAT	Late June – early August
Shallow utilities and lot servicing	L&M Engineering, Omicron AEC, AQAT, BC Hydro, Telus/Shaw	Late July – late August
Sanitary and Water Main Tie-ins	L&M Engineering, District	Late July
Subgrade review	Northern Geo	Late July – early August
Sub-base and base review	Northern Geo	Late July – mid August
Curb and paving review	L&M Engineering, AQAT	Late August
Deficiency Review	All	Early September

Anticipated Testing/QC

- Review survey data prior to start of work
- **Water main:** Thrust blocking, Hydrostatic Pressure/Leakage Test, Chlorination, Bacteriological
- **Sanitary main:** Air Pressure/Leakage Test
- Subgrade Proof rolls
- Material Specs and Compaction
- Mandrel tests through shallow conduit as required by utilities
- Final CCTV before paving
- Review of Contractors Redline Record Drawing
- Review of final survey
- Final Inspection

Note that a plan for offsite connections, and Omicron's QC procedures for sub-contractors is provided as part of **Appendix E**.

6. OMICRON'S DUTY TO MITIGATE

In accordance with Article 4.3(c) and 4.3(d) of the Partnering Relationship Agreement between the District of Hudson's Hope and BC Hydro, Omicron covenants to the following:

- If at any time, the AQAT or Omicron (as the "Atkinson Construction Manager") anticipate that the actual Construction Cost could exceed the funds available to the Owner, they will notify the other party in writing. Following such a notification, Omicron will make all reasonable efforts to propose adjustments to the scope of work in order to reduce the Construction Cost as needed to avoid exceeding the funds available to the Owner
- If at any time, the AQAT or Omicron (as the "Atkinson Construction Manager") anticipate that any Atkinson Milestone (including Milestone #9 – the September 15th date for the Works and Services) will not be completed on or before the milestone date, they will notify the other party in writing. In the event of a delay, Omicron will work with the AQAT to adjust remaining Atkinson Milestone Dates as needed to ensure timely completion of the subdivision and servicing of the Atkinson Lands

7. PAYMENT

Omicron will submit the draft monthly invoice with a letter of engineering assurance to the payment certifier (AQAT) on the 25th of each month. The AQAT will review the submission within five business days of receipt and make comments as required. Omicron will make necessary revisions and re-submit the final invoice along with a signed copy of the Schedule A (Form of Notice and Direction to Escrow Agent). Payment from the Escrow Agent to Omicron via The Owner should be net fifteen business days following submission of the final invoice each month. A flow chart illustrating the proposed payment process is provided below:

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- Omnicron to provide a unit invoice complete with engineering assurance letter on the 25th of each month

The AGAT will review the submission within five business days of receipt and will make comments as required.
- Omnicron will respond to comments as necessary. Once a final date is reached, Omnicron will make necessary revisions to the invoice.

Within ten business days of the AGAT review, Omnicron will prepare and submit the final invoice along with a signed copy of the Schedule A.

The District will sign the final invoice, Schedule A and submit to the escrow agent.
- The escrow agent will release the funds to the District. The District will subsequently release the funds to Omnicron.
- This process shall occur within fifteen business days following submission of Omnicron's final invoice.

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APPENDIX A – CONSTRUCTION SCHEDULE

A

14/17



Hudson's Hope Atkinson Subdivision

Wed 3/21/17

ID	Task Name	Duration	Start	Finish	May 1 4/23 5/7	June 1 5/21 6/4	July 1 6/18 7/2	August 1 7/30 8/13	September 1 8/11 9/10	October 1 9/24 10/8
1	Hudson's Hope Atkinson Subdivision	79 days	Mon 5/29/17	Fri 9/15/17						
2	Commence Construction of Works & Services (Milestone #8)	0 days	Mon 5/29/17	Mon 5/29/17		5/29				
3	Phase 1 (Site Preparation & Demolition)	24 days	Mon 5/29/17	Thu 6/29/17						
4	Mobilize & Secure Site	2 days	Mon 5/29/17	Tue 5/30/17						
5	Disconnect Existing Site Services	10 days	Mon 5/29/17	Fri 6/9/17						
6	Remove OH Lines & Power Poles	2 days	Wed 5/31/17	Thu 6/1/17						
7	Clearing, Stripping & Grubbing	5 days	Fri 6/2/17	Thu 6/8/17						
8	Demo Existing Concrete & Asphalt	10 days	Fri 6/2/17	Thu 6/15/17						
9	Demo Existing Utilities	20 days	Fri 6/2/17	Thu 6/29/17						
10	Phase 2 (Grading & Utilities)	40 days	Fri 6/23/17	Thu 8/3/17						
11	Deep Utilities	25 days	Fri 6/23/17	Thu 7/27/17						
12	Rough Grading, sub-base	30 days	Fri 7/21/17	Thu 8/3/17						
13	Lamp Standard Bases	5 days	Fri 7/28/17	Thu 8/3/17						
14	Shallow Utilities	15 days	Fri 7/28/17	Thu 8/17/17						
15	Phase 3 (Site Finishes)	30 days	Fri 8/4/17	Thu 9/14/17						
16	Base & Final Grading	10 days	Fri 8/4/17	Thu 8/17/17						
17	Curbs	5 days	Fri 8/18/17	Thu 8/24/17						
18	Paving	5 days	Fri 8/25/17	Thu 8/31/17						
19	Lamp Standards	5 days	Fri 9/1/17	Thu 9/7/17						
20	Landscaping	30 days	Fri 8/25/17	Thu 9/7/17						
21	Substantial Completion	0 days	Thu 9/7/17	Thu 9/7/17						
22	Deficiency Rectification	5 days	Fri 9/8/17	Thu 9/14/17						
23	Completion of all Works & Services (Milestone #9)	0 days	Fri 9/15/17	Fri 9/15/17						

APPENDIX B – CONSTRUCTION PHASING PLAN

B

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APPENDIX C – SITE SAFETY PLAN

C

17/17



FAQ: Site Investigation Work in Hudson's Hope (April – Summer 2017)

1. What will be occurring as part of the site investigation work?

In the first or second week of April 2017, the design consultant for the Hudson's Hope shoreline protection project will begin work to complete geotechnical investigations and site survey work in Hudson's Hope.

These investigations will require approximately two weeks of work total that will be scheduled between April and summer 2017. This work is required now to complete the designs for the Hudson's Hope shoreline protection berm, the upgrades to D.A. Thomas Road and the new boat launch and its day-use facilities.

As part of this work, the design consultant will drill some test holes to determine geotechnical conditions in the shoreline area. Test pits will also be completed at selected locations to determine soil types. For safety purposes, the test holes and pits will be filled and/or capped after the investigations are complete. Access will be restricted to areas where the investigations are taking place for public safety.

2. When will the work take place?

This work is scheduled to start during the first or second week of April 2017. These investigations will require approximately two weeks of total work total that will be scheduled to occur between April and summer 2017. The contractor may complete the work in one continuous period or they may demobilize and return at a later date depending on the outcome of the initial days of investigation.

3. Where will the work be happening?

This work will occur in the shoreline area of Hudson's Hope, within the areas shown in the Hudson's Hope Shoreline Protection Information Sheet.

4. What type of equipment will be used for the work?

This work will require drilling and it is expected that one drill rig and one excavator will be used. In addition, pickup trucks will be used to transport workers and equipment to and from the work area.

5. What will we see and hear when the work is occurring?

There will be minor truck traffic in the area as geotechnical crews and equipment are mobilized to the shoreline and surrounding area. This is expected to include pick-up trucks, one drill rig and one excavator.

Work will typically occur between 7:00 am and 8:00 pm, and may include work on the weekend. Some noise and dust will occur in the vicinity of the investigation area. Residents may hear the drill when it is in use and/or back up beepers.

6. When will we receive more information about the shoreline protection work? When we will learn the results of the investigations?

The information that is being gathered from these investigations will be used to complete the designs for the Hudson's Hope shoreline protection berm, the upgrades to D.A. Thomas Road and the new boat launch and its day-use facilities. These investigations will be completed in summer 2017 and preliminary designs will be available in the fall.

An information meeting will be held with local residents when preliminary designs are available in late 2017. This meeting will provide an opportunity to learn more about the designs, construction plans and plans to minimize construction-related impacts prior to the start of shoreline protection construction activities, which are planned to begin in 2019. You will receive an invitation by mail.

7. How do I find out more? Who do we contact if we have more questions or concerns?

To obtain more information about Site C, please:

- Visit the project website: sitecproject.com
- Follow the Site C Twitter account: [@sitecproject](https://twitter.com/sitecproject)
- Call the toll-free project line: 1-877-217-0777
- Email the project team: sitec@bchydro.com
- Send an enquiry or feedback online at: sitecproject.com/contact-us#enquiry

8. What is currently planned to occur in Hudson's Hope and why?

Hudson's Hope is an area of key importance for the Site C Project, as the community sits on the western end of the future reservoir. The Site C reservoir will result in a change in groundwater conditions. When coupled with the effects of shoreline erosion, these conditions are predicted to cause some bank recession in the slopes below the community of Hudson's Hope. Work will be undertaken to protect the Hudson's Hope shoreline prior to the filling of the reservoir.

To protect the shoreline from the reservoir's effects on erosion and slope stability, a berm will be constructed to maintain or improve the stability of the slopes. The shoreline protection will be provided through a combination of a berm to the west and east and slope flattening in the middle section.

In addition to the berm:

- D.A. Thomas Road, which provides access to the shoreline, will be upgraded to facilitate construction and future access.

- BC Hydro will establish and operate a permanent small craft launch at the shoreline protection area at the foot of D.A. Thomas Road.
- After construction of the shoreline protection, BC Hydro will repair portions of the existing walking trail to the community from the small craft launch impacted by the works and will re-establish the existing all-season looping trail connecting to the existing trail from the small craft launch and day use site.

HUDSON'S HOPE SHORELINE PROTECTION

The Hudson's Hope shoreline will be protected prior to the filling of the Site C reservoir. Shoreline protection includes a combination of a granular berm and slope flattening to prevent shoreline erosion and to offset effects of the reservoir on slope stability.

Shoreline protection will extend approximately 2,650 metres from the upstream end of Hudson's Hope, downstream to beyond the current location of the municipal sewage treatment facility. It will be made up of three zones:

Zone	Description	Type of Shoreline Protection
A	Adjacent to the residential area and extends just downstream of the hotel on Clarke Ave	1,650 metre berm
B	Adjacent to land that is currently used for light industrial purposes	550 metre slope flattening
C	Adjacent to municipal sewage treatment lagoons	450 metre berm, potentially slope flattening

Other activities in the area include:

- Upgrades to D.A. Thomas Road
- Re-paving Clarke Avenue after use, if required
- Recreation Improvements, including a trail along the berm downstream of the museum area and a small craft launch
- Transport of material for the berm from Portage Mountain via Canyon Drive

Anticipated Timeline

2019 to 2021

Protecting the Shoreline

The Site C project will create a reservoir, which will result in a change in groundwater conditions. When coupled with the effects of shoreline erosion, these conditions are predicted to cause some bank recession in the slopes below the community of Hudson's Hope.

The slopes already experience natural processes that consist of river erosion at the bottom (toe) of the slope, and ongoing shallow landslides from the mid to upper slopes. Without a berm, the Site C reservoir would affect the stability of the slopes below Hudson's Hope due to an increase in rates of toe erosion by wind-generated waves and an increase in the likelihood of landslides.



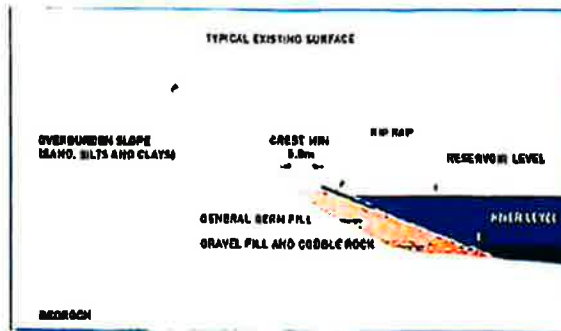
HUDSON'S HOPE SHORELINE PROTECTION

2

To protect the shoreline from the reservoir's effects on erosion and slope stability, a berm will be constructed to maintain or improve the stability of the slopes. The potential for future landslides on the mid to upper slopes caused by natural processes will not be eliminated, so development setbacks from the crest of the slope will need to continue to be enforced.

The shoreline protection will be provided through a combination of a berm to the west and east and slope flattening in the middle section.

Cross section of berm

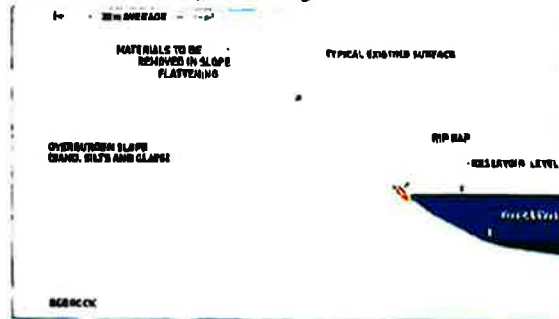


Access and Recreation

D.A. Thomas Road, which provides access to the shoreline, will be upgraded to facilitate construction and future access.

In addition, BC Hydro will establish and operate a permanent small craft launch at the shoreline protection area at the foot of D.A. Thomas Road. A new trail travelling east along the berm from D.A. Thomas Road, connecting to the existing trail leading west up into Hudson's Hope, will also be provided.

Cross section of slope flattening



Additional information

- There will be truck traffic in the Hudson's Hope area as equipment and materials are brought to site.
- Some noise, vibration and dust may occur in the vicinity of shoreline protection activities.
- Where possible, BC Hydro and its contractors will take steps to reduce the effects of construction activities on Hudson's Hope residents.
- BC Hydro will provide funding to the District of Hudson's Hope for enhancements to Alvin Holland Park or other community shoreline recreation areas.
- Prior to the beginning of shoreline protection construction activities, BC Hydro will provide opportunities for residents, businesses and property owners to learn more about construction plans, potential effects on the community, and plans to minimize construction-related impacts.

Toll-free: 1 877 217 0777
Email: silec@bchydro.com
www.silecproject.com

REQUEST FOR DECISION

RFD#:	Date: April 4, 2017
Meeting#:	Originator: Becky Mercereau, Office Assistant
RFD TITLE: Promotional Items Policy	

DISCUSSION:

Council had requested a policy be drafted to be clearer with our "Swag" purchases, give-aways and inventory control.

ADMINISTRATOR COMMENTS:

Approved by: _____

RECOMMENDATION / RESOLUTION:

That council approve the "Promotional Items Policy" as presented

SR2



**HUDSON'S
HOPE**
PLAYGROUND of the PEACE

Box 330
9904 Dudley Drive
Hudson's Hope BC V0C 1V0
Telephone 250-783-9901
Fax: 250-783-5741

PROMOTIONAL ITEMS POLICY

Council Resolution No. 4/17

Effective Date:

Section: Administration

Purpose:

The District of Hudson's Hope Promotional Items and Giveaways Policy establishes the principles by which gifts shall be given on behalf of the District of Hudson's Hope and Mayor and Council.

The District of Hudson's Hope is committed to integrity. An effective operation requires that all elected officials and staff maintain their independence and impartiality. These guidelines are intended to assist the Mayor and Council, staff and as required, delegations traveling on behalf of the town.

1. Promotional Item Distribution and Sales

The office staff shall be responsible to purchase and control promotional materials on behalf of the District of Hudson's Hope.

All community requests for free-of-charge items shall be referred to the Mayor, and Council, or the CAO, who may distribute items free of charge after having justified that a significant public relations or promotional benefit shall accrue to this Municipality as a result of the distribution of promotional items. Free items shall only be given to non-profit organizations or companies hosting a charitable event and shall not be provided to private functions.

District of Hudson's Hope promotional items may be purchased from either District of Hudson's Hope, Visitor Centre or Arena for the base rate cost of the item, plus 15%, plus applicable taxes.

The Mayor, CAO or any  can authorize gift items for internal use.

All inventory that has been in stock for longer than two years shall be discounted to 50% off upon approval by the CAO.

2. City Hall – Inventory Control

All promotional material items will be inventoried and stored at the District Office.

3. Promotional Items for Council and Staff

Council and all staff members wishing to purchase any promotional items for their own personal use or for an immediate family member's personal use, may do so at cost, less 15%, plus applicable taxes. Items purchased by district staff and Council are not to be resold.

4. Promotional Items for Sale by Non-Profit Organizations

When a non-profit organization is hosting an event in the District, District merchandise can be made available to the host organization at cost for the purposes of resale. Host organizations will then be allowed,

by approval of the CAO or the Mayor, to sell District merchandise with no more than a 15% markup, with all profits being retained by the host organization.

The host organization is responsible for the merchandise inventory and all sales during the event. The organization can also return any unsold merchandise at the end of the event to the District for reimbursement. The District will not purchase promotional materials on behalf of non-profit organizations for the sole purpose of resale. Only existing inventory will be made available to assist these groups.

5. District Pins

Dependent upon current stock, the Mayor, Council, and CAO may distribute pins for promotional purposes. (i.e. at conventions, conferences, meetings and other events).

Other employees may request pins for promotional purposes if they deem that a public relations or promotional benefit shall accrue to the District from the distribution of same before supplying them. There is a limit of 25 pins per person or organization, unless otherwise authorized by the Mayor, or CAO.

6. Travel Support

Non-profit organizations and individuals who are traveling to other cities to participate in sport, education, or cultural events shall be eligible for up to 50 pins and up to \$50 worth of other promotional items to take with them upon written request to the Mayor, or CAO, received at District Office a minimum of 10 days prior to their departure.

Council will not provide direct financial assistance to non-profit organizations and/or individuals traveling to other municipalities.

7. Gifting Recommendations

In the interest of flexibility strict dollar limits are not placed on gifts, however suggested price ranges are:

Level 1 - \$100 to \$200

Recommended for: City Council Members, Deputy Ministers, Chief Executive Officers and official representatives of organizations

Level 2 - \$50 to \$150

Recommended for: Delegation members, general requests of gifts from non-profit charitable organizations (and others at the discretion of the Mayor) to be used for fund-raising activities of benefit to the community.

District gifts to other municipalities are handled on an individual basis and will be selected according to suggestions supported by the Mayor or CAO. The dollar value will vary for each occasion but a \$200 maximum is recommended.

Local groups or organizations may borrow a flag or banner for one-time promotional events at no cost.

8. Penalties

To ensure the quality and professionalism of the logo/slogan, the District of Hudson's Hope reserves the right to take legal action to any contravention of this agreement/or trademark registration.

If borrowed flags or banners are not returned within 30 days following the intended event, or not returned in good condition, the borrowing group or organization will be charged the base cost of the flag or banner plus 15% plus applicable taxes.

9. Trademark

The Hudson's Hope District Office logo is the formal logo for the District of Hudson's Hope. It is recognized that the District of Hudson's Hope is the sole owner of the logo and as such retains all legal rights to the same. Under the District of Hudson's Hope Trademark Policy, no other corporations, companies or firms may use the trademark/logo. This does not apply to any companies/corporations or firms with whom the District has partnered with, endorsed or sponsored.

Any material produced which incorporates the District of Hudson's Hope logo and slogan will be classed as promotional material.

The District of Hudson's Hope maintains a stock of gift/souvenir items that may be purchased by the public or given away by District officials and staff upon request.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johansson and Council
SUBJECT: Site C Impact Line SRW, Lot Ownership
DATE: March 28, 2017
FROM: Tom Matus, CAO

In regard to agenda item #SR5 "BCH, SRW - Impact Lines" of meeting held March 13th, 2017, and a request from Council to ascertain the ownership of lots located in Plan 38432 whereby BCH is requesting a priority Impact Lines SRW over the District of Hudson's Hope Utility Right of Way on properties in Plan 38432, I received the following info from Mikky Waters at BCH:

"Although I am unable to send you send you copies of the title, I am sending you the PIDs so that you may search the titles if you require.

Our information indicates the following;

Lot 7 – Owned by BC Hydro (PID 016-365-232) – Priority Agreement Parcel

Lot 8 – Privately Owned (PID 016-365-241)

Lot 9 – Privately Owner (PID 016-635-259)

Lot 10 – Owned by BC Hydro (PID 016-635-267)

Lot 11 – Owned by BC Hydro (PID 016-365-275)

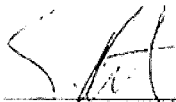
Lot 12 – Privately Owned (PID 016-365-283)

Lot 13 – Owned by BC Hydro (PID 016-365-291)

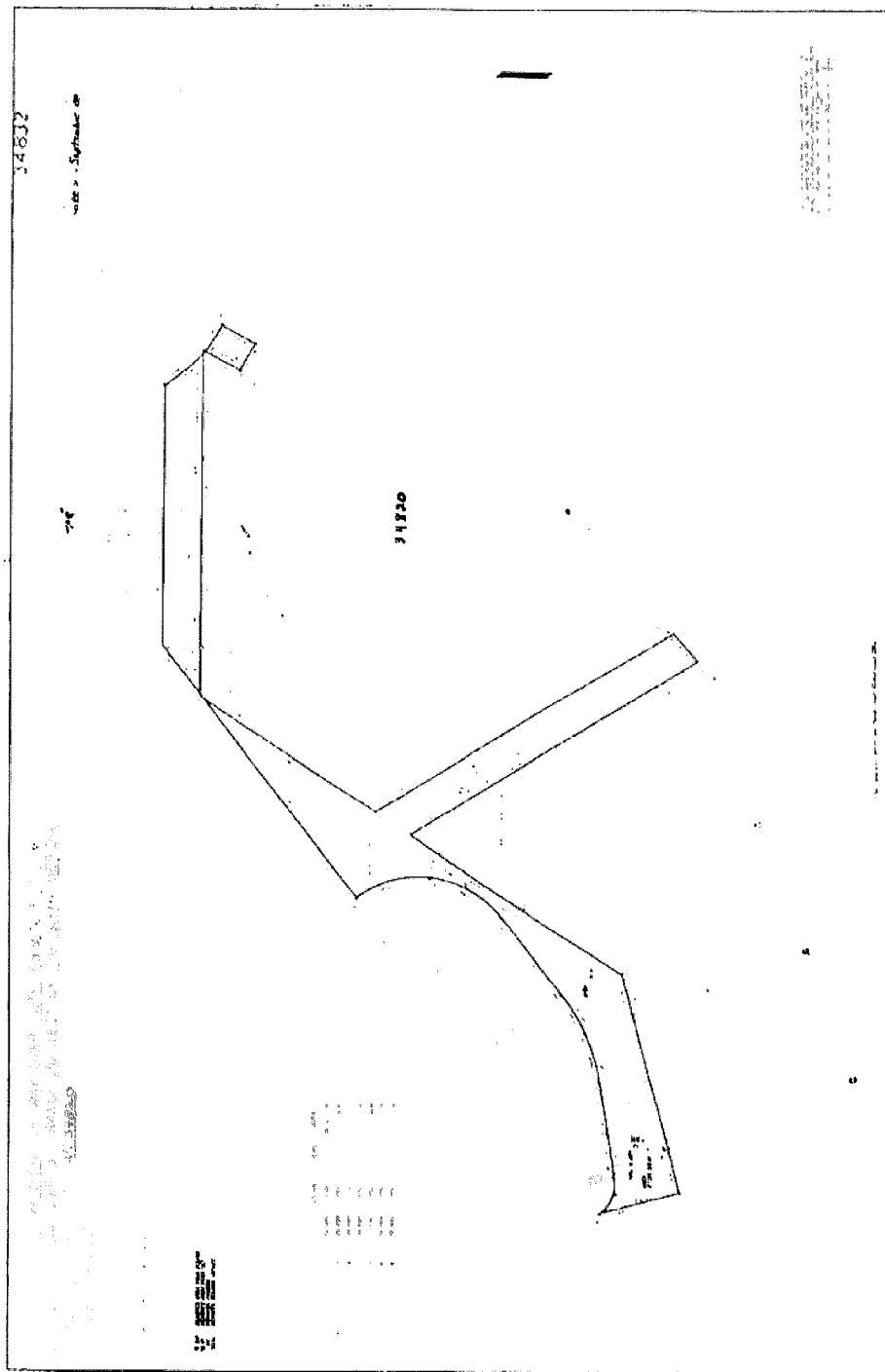
I have attached a Plan 34832 for your ease of reference."

BCH will be communicating directly with Private owners of property within Plan 34832 in regard to acquiring the priority Impact Line SRW over the District of Hudson's Hope Utility Right of Way.

Plan 34832 is attached.



Tom Matus, CAO



REQUEST FOR DECISION

RFD#: **Date:** April 5, 2017
Meeting#: CM041017 **Originator:** Tom Matus, CAO
RFD TITLE: NDIT COMMUNITY HALLS AND RECREATION FACILITIES GRANT

BACKGROUND:

The Council has approved via its 2017 fiscal Capital budget to refloor the arena with a budgeted amount of \$167,000.

DISCUSSION:

Staff has been submit grant applications: 1) Fort St John Cooperative for \$150,000 with the assistance of the Hudson's Hope Minor Hockey League for \$150,000; and 2) the NDI Community Halls and Recreation Facilities grant for \$30,000.

NDIT requires a motion from Council's approving our application to NDIT for this grant amount.

BUDGET:

\$30,000 revenue to M&E Capital Works Reserve, M&E

RECOMMENDATION / RESOLUTION:

That:

"Council approves the District of Hudson's Hope's application for \$30,000.00 through the Northern Development Initiative Trust's, Community Halls and Recreation Facilities grant program."

Tom Matus, CAO

REQUEST FOR DECISION

RFD#:	Date: April 6, 2017
Meeting#: CM041017	Originator: Tom Matus, CAO
RFD TITLE: Trustee Orientation Program training	

BACKGROUND:

On March 14th Amber Norton invited attendees for Trustee Orientation Program training, as per her following email:

"On behalf of the Hudson's Hope Public Library Association, I would like to extend an invitation to a training opportunity that we will be bringing to Hudson's Hope.

I am currently looking in to scheduling a facilitator for TOP training. The TOP acronym stands for Trustee Orientation Program. It is a 6-8 hour session given on one day that reviews the structure of a library board and the working relationship between the Library Director, the Library Board and Municipal Council and staff.

In the past the facilitator that was brought in was Andy Ackerman. He provides a very detailed presentation with firsthand knowledge as he has experience working on a library board as well as being a trustee of BCLTA. According to the BCLTA website, Andy is still on the roster as a TOP training facilitator, so it is quite likely that we will have him as our facilitator again. <http://www.bclta.ca/trustee-education/what-is-top>

The Library Board would like to see our Council Representative attend the training session and it has also been suggested that an alternate on Council attend the TOP training session as well so that they might be appointed as an alternate to attend our board meeting if Heather is unavailable.

We would also like to invite Tom and possibly Tammy to attend, as it would clarify our respective roles within our organizations and would be beneficial to both the CAO and Clerk positions. Gwen may also want to attend the meeting as the information provided is presented in a different light than she may have received from a similar opportunity in the past.

The most convenient time for Board and Staff to attend is on a Sunday as it does not conflict with Board work schedules or times that the library is open. Alternatively, we could offer this program on a Monday, although it is somewhat imperative that our new Board Chair receive this training and she is unavailable on most Mondays.

You may have some concern over the cost of this endeavor with our recent budget reductions, but please do not worry. BCLTA, BC Library Trustees Association, subsidizes this program so that it only costs \$125 per member for the training, including coffee break refreshments and lunch. NELF, North East Library Federation, further subsidizes this program by \$100 per member so we are only looking at a cost of \$25 per attendee.

Thank you for considering this request. I will let you know possible dates for this opportunity soon. I will likely send out an email poll to determine the best date for everyone that we have invited to attend.

Amber Norton
Library Director

DISCUSSION:

Amber has requested whether we would want to include any one else to this training, as per her following email:

"I might be able to get a facilitator in for the TOP training opportunity on April 30th. Can you please let me know as soon as possible whether you would be able to attend the Trustee Orientation Program Training on this date? Time is pretty short for getting everything organized in time, so I would like to know preferably by end of day Friday but I know this is tight to get an answer to me. I need to let the BCLTA TOP training coordinator know as soon as possible to make travel and accommodation arrangements for the trainer. Heather had suggested the possibility of having one more council member attend the training event along with her. Can you forward this to the other Council members so that they can reply directly to me if they are interested in attending? Thank you so much for your understanding with the time constraint related to booking this opportunity for the end of the month. There may be other dates available but this is the first one that they gave me as an option."

Amber Norton
Library Director

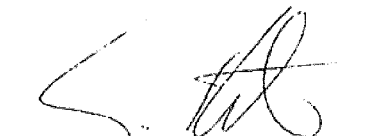
BUDGET:

\$25/member

BCLTA, BC Library Trustees Association, subsidizes this program so that it only costs \$125 per member for the training, including coffee break refreshments and lunch. NELF, North East Library Federation, further subsidizes this program by \$100 per member so we are only looking at a cost of \$25 per attendee.

RECOMMENDATION / RESOLUTION:

Do any other Councillors wish to attend this training event?



Tom Matus, CAO

REQUEST FOR DECISION

RFD#:	Date: April 6, 2017
Meeting#: CM041017	Originator: Tom Matus, CAO
RFD TITLE BCH Grants-in-Lieu Property Exemptions Offer	

BACKGROUND:

This issue is pursuant to Site C Condition #50 of the Environmental Assessment Certificate and affects our Partnering Relationship Agreement with BCH.

I have attached two background documents, "SITE C DAM PROPERTY TAX IMPACT COMPENSATION FRAMEWORK" prepared by David Osland and a BCH Properties list compiled in January 2014.

DISCUSSION:

We received a letter (which is attached) from BCH on April 5th indicating the following:

"BC Hydro has learned that the Assessment Authority has exempted certain folios (properties) in 2017 within the boundaries of Hudson's Hope from grants-in-lieu of taxes. BC Hydro has had the opportunity to review these exemptions and to consider the potential for future exemptions and appreciates that the extent and timing of the exemptions may have implications for budgeting and financial management by the District."

This pursuant to Site C Condition #50 of the Environmental Assessment Certificate:

Further, BCH is offering to increase by \$165,500 the "Land Use Payment" Section 5.8 within our Partnering Relationship Agreement. This requires a decision from Council; furthermore, the payment of the \$607,500, should we accept, will be made 60 days from Council accepting by resolution, the amendment to the PRA, rather than paying it "Within 12 months of the filling of the reservoir,...", as was stipulated in the original clause.

These properties will not be subject to our Property Tax Bylaw until they have been sold by BCH, due to conditions set forth in Order in Council 2091 (1982) http://www.bclaws.ca/civix/document/id/oic/arc_oic/2091_1982, attached.

BUDGET:

Additional \$167,000 in revenues, to the Land Use Payment from BCH, for a total payment of \$607,500. Paid 60 days from acceptance of completing an amendment to the PRA.

RECOMMENDATION / RESOLUTION:

1) It may be prudent to have David T. Osland, AACI, P.App, Fellow, Baker & Osland Appraisals Ltd. who worked on the initial property tax impacts of Site C to assess the property tax impacts of this Assessment Authority action due to the Site C Condition #50 of the EAC and then follow up with our Legal, Maegen Giltrow to determine if anything can be done in terms of a process to contest this? This will be costly.

We may arrange a CEC meeting to discuss this with BCH?

Or that Council:

2) "Approves the British Columbia Hydro Authority offer of \$167,000.00 additional payment in regards to Section 5.8 Land Use Payment in the Partnering Relationship Agreement and approves the amendment to the Partnering Relationship affecting this additional payment. To be signed by Councillor Dave Heiberg"

Staff recommends approving the resolution (#2) due to the Order In Council #2091.



Tom Matus, CAO



April 5, 2017

Via Email

Tom Matus
Chief Administrative Officer
District of Hudson's Hope
8904 Dudley Drive
Hudson's Hope, BC V0C 1V0

Dear Mr. Matus,

BC Hydro and the District of Hudson's Hope (District) concluded the Partnering Relationship Agreement on January 10, 2017. The Partnering Relationship Agreement includes the following measure:

"Section 5.8 Change in Land Use Payment

Within 12 months after the filling of the Reservoir, BC Hydro will make a onetime payment to the District in the amount of \$442,000 in settlement of the District's claim for alleged losses to the District resulting from BC Hydro's current and future ownership of lands within the District of Hudson's Hope in connection with the Site C Project. The Parties agree that this amount is inclusive of the amount BC Hydro is required to pay pursuant to Condition #50 of the Environmental Assessment Certificate."

BC Hydro has learned that the Assessment Authority has exempted certain folios (properties) in 2017 within the boundaries of Hudson's Hope from grants-in-lieu of taxes. BC Hydro has had the opportunity to review these exemptions and to consider the potential for future exemptions and appreciates that the extent and timing of the exemptions may have implications for budgeting and financial management by the District.

In view of that concern, BC Hydro is prepared to offer to amend the Partnering Relationship Agreement in two respects.

First, BC Hydro offers to increase the payment under section 5.8 of the Partnering Relationship Agreement by \$165,500 to a total of \$607,500.

Second, BC Hydro offers to change the timing of the change in land use payment from "within 12 months after the filling of the Reservoir" to within 60 days of executing an amendment to the Partnering Relationship Agreement.

The offers made in this letter are subject to the agreement of the District that it will not challenge any exemption of the properties made by the BC Assessment Authority on the basis that they are required for, fall within, or are otherwise impacted by the Site C Clean Energy Project.

If you have any questions, please contact me directly at nancy.pepper@bchydro.com or 604-202-4572. If the District agrees to address this through an amendment to the Partnering Relationship Agreement, BC Hydro will provide a draft amendment for review by the District.



Regards,

Nancy Pepper
Senior Environmental Coordinator

cc **Edie Thoms, Environment, Aboriginal Relations and Public Affairs Director, BC Hydro**
Seymour Douglass, Manager – Property Tax, BC Hydro

Jur 333 Exempted 2017 Roll

Area	Jur	Roll	2016 Roll ext	2017 completed Roll ext	Assessed Type	Property Class	Assesse d Value	Gross General Value	Gross School Value	Gross Other Value	General Exempto ns	School Exempto ns	Other Exempto ns	Net General Value	Net School Value	Net Other Value
27	333	00544100	41	40	Land	Utilities	\$86,000	\$86,000	\$86,000	\$0	\$86,000	\$86,000	\$0	\$0	\$0	\$0
27	333	00545100	40	40	Improvement	Utilities	\$48,700	\$48,700	\$48,700	\$0	\$48,700	\$48,700	\$0	\$0	\$0	\$0
27	333	00556000	41	40	Land	Utilities	\$2,000	\$2,000	\$2,000	\$0	\$2,000	\$2,000	\$0	\$0	\$0	\$0
27	333	00650000	41	40	Land	Utilities	\$4,200	\$4,200	\$4,200	\$0	\$4,200	\$4,200	\$0	\$0	\$0	\$0
27	333	01400000	41	40	Land	Utilities	\$15,900	\$15,900	\$15,900	\$0	\$15,900	\$15,900	\$0	\$0	\$0	\$0
27	333	01405000	41	40	Land	Utilities	\$24,700	\$24,700	\$24,700	\$0	\$24,700	\$24,700	\$0	\$0	\$0	\$0
27	333	02453000	41	40	Land	Utilities	\$82,800	\$82,800	\$82,800	\$0	\$82,800	\$82,800	\$0	\$0	\$0	\$0
27	333	02475000	41	40	Land	Utilities	\$21,100	\$21,100	\$21,100	\$0	\$21,100	\$21,100	\$0	\$0	\$0	\$0
27	333	02476000	41	40	Land	Utilities	\$22,200	\$22,200	\$22,200	\$0	\$22,200	\$22,200	\$0	\$0	\$0	\$0
27	333	02477000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$17,700	\$0
27	333	02478000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$0	\$0
27	333	02479000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$0	\$0
27	333	02480000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$0	\$0
27	333	02482000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$0	\$0
27	333	02486000	41	40	Land	Utilities	\$24,100	\$24,100	\$24,100	\$0	\$24,100	\$24,100	\$0	\$0	\$0	\$0
27	333	02487000	41	40	Land	Utilities	\$24,200	\$24,200	\$24,200	\$0	\$24,200	\$24,200	\$0	\$0	\$0	\$0
27	333	02489000	41	40	Land	Utilities	\$24,500	\$24,500	\$24,500	\$0	\$24,500	\$24,500	\$0	\$0	\$0	\$0
27	333	02490000	41	40	Land	Utilities	\$24,600	\$24,600	\$24,600	\$0	\$24,600	\$24,600	\$0	\$0	\$0	\$0
27	333	02500000	41	40	Land	Utilities	\$24,100	\$24,100	\$24,100	\$0	\$24,100	\$24,100	\$0	\$0	\$0	\$0
27	333	02572000	41	40	Land	Utilities	\$25,000	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$0
27	333	02573000	41	40	Land	Utilities	\$26,000	\$26,000	\$26,000	\$0	\$26,000	\$26,000	\$0	\$0	\$0	\$0
27	333	02581000	41	40	Land	Utilities	\$26,400	\$26,400	\$26,400	\$0	\$26,400	\$26,400	\$0	\$0	\$0	\$0
27	333	02680000	41	40	Land	Utilities	\$28,600	\$28,600	\$28,600	\$0	\$28,600	\$28,600	\$0	\$0	\$0	\$0
27	333	02681000	41	40	Land	Utilities	\$38,100	\$38,100	\$38,100	\$0	\$38,100	\$38,100	\$0	\$0	\$0	\$0
27	333	02685000	41	40	Land	Utilities	\$22,300	\$22,300	\$22,300	\$0	\$22,300	\$22,300	\$0	\$0	\$0	\$0
27	333	02686000	41	40	Land	Utilities	\$18,600	\$18,600	\$18,600	\$0	\$18,600	\$18,600	\$0	\$0	\$0	\$0
27	333	02687000	41	40	Land	Utilities	\$18,300	\$18,300	\$18,300	\$0	\$18,300	\$18,300	\$0	\$0	\$0	\$0
27	333	02688000	41	40	Land	Utilities	\$18,000	\$18,000	\$18,000	\$0	\$18,000	\$18,000	\$0	\$0	\$0	\$0
27	333	02689000	41	40	Land	Utilities	\$17,900	\$17,900	\$17,900	\$0	\$17,900	\$17,900	\$0	\$0	\$0	\$0
27	333	02692000	41	40	Land	Utilities	\$17,700	\$17,700	\$17,700	\$0	\$17,700	\$17,700	\$0	\$0	\$0	\$0
27	333	02695000	41	40	Land	Utilities	\$15,000	\$15,000	\$15,000	\$0	\$15,000	\$15,000	\$0	\$0	\$0	\$0
27	333	02722000	41	40	Land	Utilities	\$36,600	\$36,600	\$36,600	\$0	\$36,600	\$36,600	\$0	\$0	\$0	\$0
27	333	02730000	41	40	Improvement	Utilities	\$222,000	\$222,000	\$222,000	\$0	\$222,000	\$222,000	\$0	\$0	\$0	\$0
					Improvement	Residential	\$18,400	\$18,400	\$18,400	\$0	\$18,400	\$18,400	\$0	\$0	\$18,400	\$0
27	333	02735000	48	40	Land	Utilities	\$83,800	\$83,800	\$83,800	\$0	\$83,800	\$83,800	\$0	\$0	\$0	\$0
27	333	03215000	41	40	Improvement	Utilities	\$166,000	\$166,000	\$166,000	\$0	\$166,000	\$166,000	\$0	\$0	\$0	\$0
27	333	03220000	41	40	Improvement	Utilities	\$191,000	\$191,000	\$191,000	\$0	\$191,000	\$191,000	\$0	\$0	\$0	\$0
27	333	03285000	4148	40	Land	Utilities	\$102,000	\$102,000	\$102,000	\$0	\$102,000	\$102,000	\$0	\$0	\$0	\$0
27	333	03505000	4148	40	Land	Utilities	\$80,000	\$80,000	\$80,000	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0
27	333	03515000	41	40	Improvement	Utilities	\$146,000	\$146,000	\$146,000	\$0	\$146,000	\$146,000	\$0	\$0	\$0	\$0
27	333	03520000	4148	40	Land	Utilities	\$153,000	\$153,000	\$153,000	\$0	\$153,000	\$153,000	\$0	\$0	\$0	\$0
27	333	04473000	41	40	Land	Utilities	\$11,100	\$11,100	\$11,100	\$0	\$11,100	\$11,100	\$0	\$0	\$0	\$0
27	333	04706000	00	40	Land	Utilities	\$128,000	\$128,000	\$128,000	\$0	\$128,000	\$128,000	\$0	\$0	\$0	\$0

Jur 333 Pending

Area	Jur	Roll	2016 Roll extx	2017 completed Roll extx
27	333	03481000	13/20	no change
27	333	03335000	20	no change
27	333	03205000	20	no change
27	333	02785000	13/00	no change
27	333	02510000	20	no change
27	333	02483000	20	no change
27	333	02484000	20	no change
27	333	02485000	20	no change
27	333	02488000	20	no change
27	333	02487000	20	no change
27	333	02488000	20	no change
27	333	02505000	20	no change
27	333	02440000	20	no change
27	333	02441000	20	no change
27	333	02442000	20	no change
27	333	02443000	20	no change
27	333	02444000	20	no change
27	333	02445000	20	no change
27	333	02446000	20	no change
27	333	02447000	20	no change
27	333	02448000	20	no change
27	333	02449000	20	no change
27	333	02450000	20	no change
27	333	02452000	20	no change
27	333	02460000	20	no change
27	333	02454000	71	no change
27	333	02457000	71	no change
27	333	02580000	20	no change
27	333	02585000	20	no change
27	333	02590000	48/41	no change
27	333	02717000	41	no change
27	333	02675000	00	no change
27	333	02700000	00	no change
27	333	04233000	00	no change
27	333	04235000	00	no change
27	333	04439000	00	no change
27	333	04440000	00	no change
27	333	04442000	00	no change
27	333	04432000	41	no change
27	333	04433000	00	no change
27	333	04434000	00	no change
27	333	04435000	00	no change
27	333	04436000	00	no change
27	333	41200000	20	no change
27	333	41211000	20	no change
27	333	41210010	20	no change
27	333	04435000	00	no change
27	333	02675000	00	no change



2091

APPROVED AND ORDERED NOV. 16 1982

[Signature]
Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA NOV. 15 1982

On the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that B.C. Regulation 93/68 is repealed and the following is substituted:

The following land and improvements of the British Columbia Hydro and Power Authority are exempted from inclusion for the computation of Provincial grants to school districts and from assessment and taxation under section 54 (2) of the Act:

- (a) land of the authority that
 - (i) forms part of the developments on the Peace, Pend-d'Oreille and Columbia Rivers, or part of the developments in connection with the Columbia Treaty, and
 - (ii) is used or held as a reservoir for the storage of water, whether flooded or not, or is used as a site for an improvement described in paragraph (b);
- (b) any improvement of the authority for the diversion or retention of water, or for the generation of power, that forms part of the developments on the Peace, Pend-d'Oreille and Columbia Rivers, or part of the developments in connection with the Columbia Treaty.

[Signature]
Minister of Energy, Mines and Petroleum Resources

[Signature]
Presiding Member of the Executive Council

(This part is for administrative purposes and is not part of the Order.)

Authority under which Order is made:

Act and section . . . Hydro and Power Authority Act, s. 54 (2) and (3)

Order (specify) . . . O/C 1155/68 ✓

W-0 Statutory authority checked by . . . Claire Reilly *[Signature]*
(Signature and typed or printed name of Legal Officer)

October 18, 1982

1121/82/jip

HUDSON'S HOPE
B.C. HYDRO SITE C DAM TAX IMPACT
ORDER OF MAGNITUDE STUDY

Background

B.C. Hydro is proposing to build a new hydro electric dam (Site C) on the Peace River which will negatively impact properties located in the District of Hudson's Hope, B.C. The negative impacts to properties include a reduction in property values which, in turn, will reduce tax revenues for the District and BC Hydro has made an offer to compensate for this tax loss.

Objective Of This Study

The objective of this study is to provide the District of Hudson's Hope with an informed opinion as to the probable magnitude of their annual tax loss due to the Site C project in order that the District may make an informed decision with respect to the B.C. Hydro offer.

Methodology Of The Study

In order to estimate the probable tax losses the methodology employed has been to:

1. identify the properties that will be directly impacted by Site C by being either flooded in whole or part, have a Statutory Right of Way (SRW) placed on the remaining property in whole or part and/or have a new road Right of Way (R/W) taken;
2. assess of the impacts on the assessed values of the impacted properties; and
3. calculate the annual District tax loss due to Site C on a "mass valuation" basis using a spreadsheet.

-2

Data Sources

The "Input" data sources have been:

- impacted property list - Urban Systems Ltd;
- property sizes - Urban Systems Ltd and B.C. Assessment;
- affected areas (submerged/SRW/Road) - Urban Systems Ltd;
- assessments and taxes - District of Hudson's Hope;
- location of Improvements - District of Hudson's Hope; and
- mill rates - Municipalities, Cities, and Surveyor of Taxes.

Overview Of Findings

There are 209 affected properties in the District of Hudson's Hope of which 85 are privately owned and 124 are indicated in Crown Provincial ownership with some of these taxed as Crown occupied (e.g. leased) property.

For the properties that pay taxes the vast majority are residential (class 1), 3 are business and other (class 6) and a few are farm (class 9).

The 2014 mill rates for Hudson's Hope "General Municipal" are:

- residential (class1) 3.5
- business + other (class 6) 9.7
- farm (class 9) 3.0

Our research in developing the "mass valuation" spreadsheet calculation indicated the assessment impacts should be calculate as follows:

1. the flooded (submerged) portion of the parcels and the new road right of way areas calculated at 100% of the proportionate (i.e. flooded %) land assessment;
2. the SRW portion of the parcels calculated at 75% of the proportionate (i.e. SRW %) land assessment;
3. the flooded (submerged) improvements taken at 100% of assessed value; and
4. the SRW affected improvements taken at 25% of their assessed value.

Order Of Magnitude Results

Utilizing the 2014 "General Municipal" Hudson's Hope (Class 1) mill rate of 3.5 the probable tax loss is calculated to be:

Impact on Assessments	\$8,115,100.19
Taken At 3.5 mills	x .0035
Probable Tax Loss	<u>\$28,402.85 per year</u>

Cautionary and Additional Notes

The reader should note and is cautioned as follows:

1. To balance site areas some adjustments were required to road right of way areas (it appeared some road R/W area was already in the SRW area) in order that the total affected area was correct;
2. The determination of affected improvements was based on ortho interpretation and GIS impact area lines. It is considered reasonably done but was not based on ground survey and inspection.
3. It should be noted that the probable tax loss calculation (\$28,402.85) is a 1 year loss whereas the BC Hydro offer represents a "present worth" calculation - that is to say a notional sum of all future tax losses. To equate the two figures one would have to calculate the present worth of the projected \$28,402.85 over the life of Site C and in this regard both the lifespan and appropriate discount rates are disagreed with BC Hydro advancing a 70 year lifespan and 5% discount rate whereas others indicate 100 years and 2% can be supported. The present worth calculations indicated would therefore be:

- 70 years @ 5% = $19.342677 \times \$28,402.85 = \$549,387$; or
- 100 years @ 2% = $43.098352 \times \$28,402.85 = \$1,224,116$

4. In the tax loss calculation the Hudson's Hope residential (Class1) General Municipal mill rate of 3.5 (2014) has been used. Arguably this is low given the class1 comparative rates in the area:

- Chetwynd - 4.2505

- Fort. St. John - 5.1888
- Dawson Creek - 4.36
- Peace River R.D - 4.04

If a mill rate of 4.0 were applied it is noted that the tax loss calculation would be \$32,460.40 per year ($\$8,115,100.19 \times .004$) and correspondingly higher present worth calculations would result.

Future Tax Loss Calculations


Assuming an annual tax loss payment is to be made by BC Hydro each year as opposed to a lump sum payment (discounted present worth calculation) it is recommended that on an annual basis:

- the impact on the assessment base (\$8,115,100.19 in 2015) be indexed for changes in market conditions and this should be based on the B.C. Real Estate Association (BCREA) average annual MLS price change for the Province (B.C. Total) which, for example was +5.8% as of February 2015; and
- the mill rate should be adjusted to reflect the current years' residential rate (i.e. currently 3.5 but may increase).

Conclusion

Given the limitations in time and resource to prepare this study the results are concluded to be reasonable and accurate for the intended use.

BAKER & OSLAND APPRAISALS LTD.


David T. Osland, AACI, P. App., Fellow

DTO/am

BAKER & OSLAND
APPRAISALS LTD

District of Hudson's Hope - BC Hydro Owned - Site C Lands

NOTE: Property information is a combination of BC Hydro's current ownership records, BC Assessment data and BC Land Title & Assessment Authority data. The information is accurate as of January 15th and is subject to change.

Count	PID	Legal Description
1	003-715-701	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 31413
2	003-716-562	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 22664 Except Plans 28222 and 31413.
3	004-583-353	Parcel B (39747M) of the South East 1/4 of Section 10 Township 82 Range 25 West of the 6th Meridian Peace River District
4	004-858-191	Lot 2 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
5	006-075-665	Lot B Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 28222
6	006-075-673	Lot A Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 28222
7	006-353-681	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 20042
8	006-814-000	That Part of Parcel A (Plan 22969) of the North West 1/4 of Section 34 Township 81 Range 25 West of the 6th Meridian Peace River District as shown on Statutory Right of Way Plan 26870 to be known hereafter as Pcl. 1 (R40280) of the North West 1/4 of Section 34 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 26870
9	007-281-609	Lot 21 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 26211
10	008-513-767	Lot 1 Section 10 Township 82 Range 25 West of the 6th Meridian Peace River District Plan 23479
11	010-952-331	Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Except Plans 16985 17081 and 22664
12	011-013-851	Lot 7 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
13	011-203-650	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 18052
14	011-203-676	Lot 2 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 18052
15	011-642-661	Lot 8 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
16	011-647-451	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
17	011-647-515	Lot 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
18	011-647-558	Lot 3 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
19	011-647-591	Lot 4 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985

NOTE: Property information is a combination of BC Hydro's current ownership records, BC Assessment data and BC Land Title & Assessment Authority data. The information is accurate as of January 15th and is subject to change.

Count	PID	Legal Description
20	011-647-604	Lot 5 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985
21	011-673-346	Lot 4 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16562
22	011-746-955	Lot 10 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 16562
23	011-746-971	Lot 5 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16562
24	011-746-980	Lot 9 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 16562
25	011-747-005	Lot 6 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 16562
26	011-747-013	Lot 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16562
27	011-747-021	Lot 11 Section 33 Township 81 Range 25 West of The 6th Meridian Peace River District Plan 16562
28	011-747-030	Lot 3 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16562
29	011-934-841	Lot 2 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
30	011-934-859	Lot 5 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
31	011-934-867	Lot 3 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
32	011-934-891	Lot 8 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
33	011-934-905	Lot 6 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
34	011-934-913	Lot 5 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
35	011-934-921	Lot 1 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
36	011-961-031	Lot 4 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
37	011-961-066	Lot 3 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
38	011-961-091	Lot 4 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
39	012-014-591	Lot 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15379
40	012-172-642	Lot A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 14321

NOTE: Property information is a combination of BC Hydro's current ownership records, BC Assessment data and BC Land Title & Assessment Authority data. The information is accurate as of January 15th and is subject to change

Count	PID	Legal Description
41	012-274-470	Lot 1 Section 19 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 13525 Except Plans 17881 and PGP38305
42	012-325-678	Lot 6 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
43	012-346-624	Lot 13 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
44	012-346-632	Lot 11 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597 Except Plan 15880
45	012-346-659	Lot 10 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
46	012-346-667	Lot 9 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
47	012-346-683	Lot 7 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
48	012-346-691	Lot 5 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
49	012-346-705	Block B Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
50	012-346-713	Block C Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597 Except Plan 15379
51	012-429-775	Lot 1 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
52	012-429-783	Lot 2 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
53	012-429-805	Lot 3 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
54	012-429-813	Lot 4 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
55	012-507-849	Lot 6 Block 1 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 12086
56	012-508-004	Lot 4 Block 1 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 12086
57	012-875-368	Lot 1 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
58	013-040-138	Lot 6 Block 2 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880
59	013-335-553	Parcel A (T41614) of District Lot 1200 Peace River District
60	013-741-811	Lot A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16866
61	013-742-027	Lot 11 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16985

NOTE: Property information is a combination of BC Hydro's current ownership records, BC Assessment data and BC Land Title & Assessment Authority data. The information is accurate as of January 15th and is subject to change

Count	PID	Legal Description
62	013-750-909	Lot 2 Section 18 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 2839
63	013-890-123	Lot 14 Section 18 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 1979
64	014-044-901	Lot 8 Block A Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 12597
65	014-673-011	Parcel A (M19805) of Legal Subdivision 2 Section 10 Township 82 Range 25 West of the 6th Meridian Peace River District
66	014-673-410	That Part of Legal Subdivision 8 of the South East 1/4 of Section 19 Township 81 Range 25 West of the 6th Meridian Peace River District Lying North and West of the Peace River
67	014-741-644	That Part of the South East 1/4 of Section 15 Township 82 Range 25 West of the 6th Meridian Peace River District as shown on Plan 23984 Except Plan 21821
68	014-789-736	District Lot 1211 Peace River District, Except the West 80 Feet
69	014-805-821	Legal Subdivision 14 of Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Except Plans 16562 16922 and 18052
70	014-806-614	The Fractional North West 1/4 of Section 34 Township 81 Range 25 West of the 6th Meridian Peace River District lying North West of the Peace River Except Parcel A (Plan 22969) and Except Plan 21821
71	016-051-688	Lot 6 Section 18 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 34594
72	016-365-194	Lot 3 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
73	016-365-216	Lot 5 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
74	016-365-232	Lot 7 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
75	016-365-267	Lot 10 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
76	016-365-275	Lot 11 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
77	016-365-291	Lot 13 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
78	016-365-615	Lot 44 Section 13 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 34820
79	024-828-203	Block A District Lot 1210 Peace River District
80	027-092-224	Lot 1 Section 23 Township 82 Range 25 West of the 6th Meridian Peace River District Plan BCP29761

No	Condition	Timing	Application Section or Supporting Documents
	<p>The EAC Holder must file the final Housing Plan with the EAO, the City of Fort St. John and Aboriginal Groups a minimum of 30 days prior to the construction of housing.</p> <p>The EAC Holder must develop, implement and adhere to the final Housing Plan, and any amendments, to the satisfaction of EAO.</p>		
49	<p>The EAC Holder must ensure that measures implemented under the Housing Plan are effective in mitigating increased demands for housing in the City of Fort St. John by developing and implementing a Housing Monitoring and Follow-up Program for the construction phase.</p> <p>The Housing Monitoring and Follow-up Program must include at least the following to ensure measures to mitigate Project effects are effective or need to be adjusted to adequately mitigate the effects:</p> <ul style="list-style-type: none"> The EAC Holder must develop an approach for monitoring the apartment rental vacancy rate and price as published by the CMHC semi-annually, for the Fort St. John area and must define the nature and duration of market changes that may require additional mitigation. The EAC Holder will review the monitoring results with the City of Fort St. John and discuss if additional mitigation is required and mitigation options. Reports must be provided semi-annually during construction to BC Housing and City of Fort St. John, beginning 180 days following the commencement of construction. The EAC Holder must work with Aboriginal communities in the LAA (as defined in EIS) to track net migration to reserves attributable to Project effects, on rental market conditions in the City of Fort St. John and to identify if additional mitigation is needed. <p>The EAC Holder must provide this draft Housing Monitoring and Follow-up Program to the City of Fort St. John and Aboriginal Groups for review within 90 days after the commencement of construction.</p> <p>The EAC Holder must file the final Housing Monitoring and Follow-up Program with EAO, City of Fort St. John and Aboriginal Groups within 150 days following the commencement of construction.</p> <p>The EAC Holder must develop, implement and adhere to the final Housing Monitoring and Follow-up Program, any amendments, to the satisfaction of EAO.</p>	Construction	<p>EIS Volume 4, Sections 28, 29 Volume 4, Appendix A, Parts 2-5 Volume 5, Appendix A</p> <p>Panel Report Section 10.2 Post Panel Stage Consultation</p>
50	<p>The EAC Holder must provide a one-time contribution of \$160,000 to the District of Hudson's Hope within one year of reservoir filling to address permanent inundation of land no longer available for development.</p>	Operations	<p>EIS Volume 3, Section 18 Volume 3, Appendix A</p>

REQUEST FOR DECISION

RFD#:	Date: April 7, 2017
Meeting#: CM041017	Originator: Tom Matus, CAO
RFD TITLE: Snow Clearing and Road Sanding Policy	

BACKGROUND:

Questions were raised in regard to the District of Hudson's Hope Dept. of PW maintaining Williston Lake Lodge Road in that this road is uninhabited.

DISCUSSION:

My communication with Harry on this topic is as follows:

TOM: Further to my previous email: I see you received the below email from "A previous cao" noting the requirement for:

"...a petition to Council to designate the project as a Local Service Area."

The designation of this area as a Local Area Service would put the onus on the District of Hudson's Hope to maintain the road as a municipal road. Though this has to be approved by Council Bylaw.

I've been doing more research on this issue and have found that if the road area is dedicated as road on the subdivision plan, then section 107 of the LTA and section 35 of the Community Charter apply and title to the road is vested in the municipality: this is the case.

So, we are responsible for the maintenance of the road. In regard to John's email requiring a the petition to Council to designate the area as a Local Area Service is not required. The District of Hudson's Hope already holds the title to the road.

Though I caution, the District of Hudson's Hope has the authority to prioritize its O&M and Capital responsibilities based on budget and resources."

My discussion/correspondence with Legal, Rachel Vallance is as follows:

TOM: "In regard to a Local area Service and the local service area within: does a Local Area Service Bylaw need to be passed in order to affect O&M services to this area?"

SITUATION:

A subdivision was built 3 years ago quite far out of town (away from the built-up area) consisting of 10 lots, the owner built the road servicing these lots to municipal standards at his own expense, he still owns the road, (the RoW has not been transferred to the District of Hudson's Hope), further, no one lives there but him.

In previous correspondence, I read that the then CAO had noted that a Local Area Service Bylaw had to be passed. In that the owner paid the whole costs, I'm not so sure this bylaw need be made.

We do have a road policy (attached) that refers to snow clearing and sanding, only, minor maintenance, nothing more.

Requested Opinion:

1 Who would be responsible for the maintenance of the drainage and/or upkeep of this road structure, (capital structure, so to speak)? The District of Hudson's Hope or the owner of the road?

2 I suspect if a petition from the owner to the Council establishing a Local Area Service by bylaw would put the legal onus on the Council to maintain this road to municipal standards? though only through this process?

3 Is the Council legally responsible to maintain this road falling the establishment of a Local Area Service Bylaw?"

RACHEL: "It would be helpful to have a bit more detail regarding the creation of the road right of way. Was the road dedicated as highway on the subdivision plan? If so, then the owner's common law property in that land is extinguished and title vests in the Provincial Crown pursuant to section 107 of the Land Title Act. In this case, title would pass to the municipality pursuant to section 35 of the Community Charter.

TOM: I have attached the Plan 18445 I took from the LTSA, you will note the "DEDICATED AS ROAD AREA = 0.731 ha", (upper right hand corner): this is the road in question.

I see no road RoW Plan number for this road, would this qualify as municipal road?"

RACHEL: "Yes, if the road is dedicated as road on the subdivision plan, then section 107 of the LTA and section 35 of the Community Charter apply and title to the road is vested in the municipality."

Following are the sections legislative sections Rachel refers to:

As I can ascertain, the yellow highlight is most specifically pertinent to this matter:

LAND TITLES ACT

Dedication and vesting

107 (1) The deposit of a subdivision, reference or explanatory plan showing a portion of the land

(a) as a highway, park or public square, that is not designated on the plan to be of a private nature, or

(b) as covered by water and as lying immediately adjacent to a lake, river, stream or other body of water not within the land covered by the plan, and designated on the plan to be returned to the government, operates

- (c) as an immediate and conclusive dedication by the owner to the public of that portion of land shown as a highway, park or public square, or to be returned to the government, for the purpose indicated on or to be inferred from the words or markings on the plan,
- (d) to vest in the Crown in right of the Province, subject to any other enactment, title to the highway, park or public square, or to the portion to be returned to the government, except any of the following that are registered in the name of a person other than the owner:
 - (i) minerals and placer minerals as defined in the Mineral Tenure Act ;
 - (ii) coal;
 - (iii) petroleum as defined in the Petroleum and Natural Gas Act ;
 - (iv) gas or gases, and
- (e) to extinguish the owner's common law property, if any, in the portion of land referred to in subsection (1) (a) or (b).
- (2) If the Crown in right of Canada, in trust for a band, as defined in the Indian Act (Canada), is the owner of the subdivided land, the Lieutenant Governor in Council may limit, in whole or in part, and subject to the terms and conditions the Lieutenant Governor in Council considers necessary, the operation of subsection (1).
- (3) An indefeasible title must not be registered for a highway, park or public square dedicated and vested under this section.
- (4) A public street, road, square, lane, bridge or other highway that vests in the City of New Westminster under section 204 of the New Westminster Act, 1888 vests subject to the exceptions referred to in subsection (1) (d) of this section.

COMMUNITY CHARTER ACT

Ownership and possession of highways

35 (1) Subject to this section,

- (a) the soil and freehold of every highway in a municipality is vested in the municipality, and
- (b) in the case of a highway in a municipality that is not vested under paragraph (a), the right of possession of the highway is vested in the municipality.
- (2) Subsection (1) (a) does not apply to the following:
 - (a) Provincial arterial highways, including the intersection between a Provincial arterial highway and another highway and any interchange between a Provincial arterial highway and another highway;
 - (b) highways referred to in section 23 (1) of the South Coast British Columbia Transportation Authority Act;
 - (c) highways in a park, conservancy, recreation area or ecological reserve established under the Park Act, the Ecological Reserve Act or the Protected Areas of British Columbia Act or an area to which an order under section 7 (1) of the Environment and Land Use Act applies;
 - (d) highways in a regional park;
 - (e) a regional trail, other than a regional trail that is part of the road system regularly used by vehicle traffic;
 - (f) land, including the improvements on it, on which Provincial works such as ferry terminals, gravel pits, weigh scales and maintenance yards are located;
 - (g) roads referred to in section 24 of the Forest and Range Practices Act that have not been declared to be public highways;
 - (h) highways vested in the federal government;
 - (i) in relation to a reserve as defined in the Indian Act (Canada), highways in the reserve or that pass through the reserve;
 - (j) public rights of way on private land.
- (3) Subsection (1) (b) does not apply to highways referred to in subsection (2) (a) to (h).
- (4) The vesting under subsection (1) (a) and the right of possession under subsection (1) (b)

- (a) are not adversely affected or derogated from by prescription in favour of any other occupier, and
- (b) are subject to any rights reserved by the persons who laid out the highway.
- (5) The vesting under subsection (1) (a) includes the vesting of all statutory rights of way and other easements owned by the Provincial government solely for purposes relating to the drainage of a highway that is vested under that subsection, and the interest of the Provincial government under those easements is transferred to the municipality and the municipality assumes the rights and obligations of the Provincial government in relation to those easements.
- (6) The minister responsible for the Transportation Act may file with the land title office an application satisfactory to the registrar of land titles that identifies an easement referred to in subsection (5) and, on filing, the registrar must register ownership of the easement in the name of the municipality.
- (7) The vesting under subsection (1) (a) is subject to the following:
 - (a) the right of resumption under subsection (8);
 - (b) the limits referred to in section 23 (2) of the Land Title Act;
 - (c) the exceptions described in section 50 (1) (a) (ii) to (iv) and (b) of the Land Act, as if the vesting were made by Crown grant under that Act;
 - (d) the exceptions described in section 107 (1) (d) of the Land Title Act, as if the vesting were under that section.
- (8) The Provincial government may, by order of the Lieutenant Governor in Council, resume the property or interest vested in a municipality under subsection (1) (a), if the Lieutenant Governor in Council considers that this is required
 - (a) for the purpose of or in relation to a Provincial arterial highway,
 - (b) for any other transportation purpose, or
 - (c) for the purpose of or in relation to a park, conservancy, recreation area or ecological reserve established or proposed to be established under the Park Act, the Ecological Reserve Act or the Protected Areas of British Columbia Act or an area to which an order under section 7 (1) of the Environment and Land Use Act applies.
- (9) An order under subsection (8) (a) or (b) may only be made on the recommendation of the minister responsible for the Transportation Act, and an order under subsection (8) (c) may only be made on the recommendation of the minister responsible for the applicable Act referred to in that subsection.
- (10) The minister responsible for the Transportation Act, after consultation with the minister responsible for this Act, may
 - (a) by order, cancel the Provincial government's right of resumption under subsection (8) in relation to a specified highway or in relation to highways within a specified area, or
 - (b) by regulation, specify circumstances in which the Provincial government's right of resumption is cancelled without a specific order.
- (11) For certainty, a council may grant a licence of occupation or an easement, or permit an encroachment, in respect of a highway that is vested in the municipality under subsection (1) (a).
- (12) This section does not apply to a highway for which the municipality has purchased or taken the land and for which title is registered in the name of the municipality.

I am waiting from legal for indication to our responsibility to maintain this road. I would ascertain that the road in question is a road built to municipal standards, at the instruction of the District of Hudson's Hope, and which is not closed, people have the right to drive on it. The District should maintain this road to some capacity.

BUDGET:

n/a

RECOMMENDATION / RESOLUTION:

- 1) Municipalities do have the right to set policy in the use of its assets, keeping in mind, among other things, the safety of the public and its financial and resource capabilities. It may include in the Snow Clearing and Road Sanding Policy in section 'Procedures of Guiding Principles' the following:

a) "#4 Uninhabited roads that are built to municipal standards";

Or

b) "#4 Uninhabited roads that are built to municipal standards depending on time and resources";

Or

c) '#4 Uninhabited roads that are built to municipal standards will not be cleared nor sanded'.

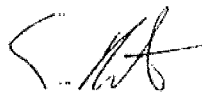
- 2) Roads that are not in use could be closed by bylaw, effectively negating the requirement of the municipality to maintain it.

Again, in that the road in question is a road built to municipal standards, at the instruction of the District of Hudson's Hope, and which is not closed, people have the right to drive on it. The District should maintain this road to some capacity.

Staff recommends affecting option 1b) and awaits Council's instruction:

Resolution:

"That Council amend the Snow Clearing and Road Sanding Policy by including in section 'Procedures of Guiding Principles'..."



Tom Matus, CAO



District of Hudson's Hope

Land of Dinosaurs and Dams

SNOW CLEARING AND ROAD SANDING POLICY

Council Resolution No. 037/00

Effective Date: January 25, 2000

Section: Public Works

Purpose:

Although the Council recognizes that snow plowing, snow removal and road sanding are essential community services; budgetary limits temper the operations of the municipality to provide its residents with a cost-effective program of snow clearing and road sanding.

The District of Hudson's Hope covers an extensive geographic area and the number of employees and the equipment involved in snow clearing and road sanding operations at any time depends on the severity and duration of the snow fall, the temperature, and other conditions such as available manpower (e.g., garbage collection days). Overtime is to be minimized wherever possible.

The task of keeping some roads passable may be complicated by steep grades. Areas identified as historically being hazardous will be given special attention.

The Ministry of Transportation Highways, through its contractor, is responsible for maintaining Highway 29, 520 Road (Canyon Drive), 715 and 118 Roads (Beryl Prairie), 190 Road (Dumlevy) and 116 Road (Farrell Creek).

Procedures or Guiding Principles:

Generally, work carried out under this policy is performed in accordance with the following schedule:

- #1 Downtown routes and sidewalks that provide access to the schools; RCMP Detachment; Health Centre; Fire Hall, parking lot for the municipal office; and Beryl Prairie and Lynx Creek.
- #2 Downtown routes that provide access to business establishments and residences; Thompson and Jamieson subdivisions.
- #3 The municipal aerodrome and rural roads constructed to municipal standards; parking lots and accesses for the Community Hall; Curling Club; Library; New Horizons; Silver Willow Court; Thrift Shop; driveways of senior citizens and those confined to wheelchairs, adjacent to roads cleared by the municipality.

The School District establishes bus routes for students based on its own policies. The municipality clears snow and applies road sand/salt to bus routes that comply with municipal specifications and bylaw standards.

Where there is limited room to turn municipal vehicles around, adjacent property owners will be asked for permission to use their private accesses for this purpose.

As winter conditions progress, access to fire hydrants may be reduced by accumulated snow. During regular working hours, when staff resources are not committed to performing other duties, accumulated snow shall be cleared from around fire hydrants and valves.

Council Resolution No. 037/00
Effective Date: January 25, 2000

Revised by Resolution No. 257/03 & 482/07
Revised Date: August 12, 2003 & December 10, 2007

Page 1

Business establishments (including BC Hydro) and institutional premises are responsible for clearing snow and ice from their parking areas and private accesses. Snow cleared from these areas shall not be plowed or deposited onto municipal road allowances.

Snow clearing operations shall commence when the accumulation of snow on municipal roads from a single storm exceeds 5 cm (2") and snow is continuing to fall, except where reliable weather forecasts indicate the storm is nearly over and/or changing weather conditions are imminent.

The application of road sand/salt is to assist in the reduction of motor vehicle accidents. Accordingly, road sand/salt is applied at the approach to intersections, along curves and downhill grades and where extremely slippery conditions are apparent. The standard sand/salt ratio for sanding roads shall be 80% road sand to 20% sodium chloride by volume. This ratio may be altered if specific conditions so require.

Residents can greatly assist the snow clearing operations, and help prevent damage to their vehicles, by:

- not storing unused vehicles, trailers, boats, etc., on streets;
- not parking vehicles on streets during snow falls;
- obeying temporary "no parking" signs placed in areas while snow removal is in progress;
- not depositing snow from driveways onto traveled portions of streets or around fire hydrants; and
- driving well back of the sander truck to avoid vehicle damage.

Although the grader is equipped with a hydraulic "gate" to temporarily hold back snow, trucks with plows are unable to avoid leaving a snow ridge across driveways entrances. Snow removed from driveways by property owners should be stored on the left side of the driveway (when facing the house) as this will reduce the amount of snow spread across the driveway entrance during plowing.

REQUEST FOR DECISION

RFD#:	Date: April 6, 2017
Meeting#: CM041017	Originator: Tom Matus, CAO
RFD TITLE: Licence of Occupation #815823 – Lynx Creek Boat Launch	

BACKGROUND:

We submitted a Management Plan to FLNRO in August of 2016, requested by FLNRO to renew our Licence of Occupation for the Lynx Creek Boat Launch.

DISCUSSION:

We have received our new Licence of Occupation #815823 with a term of 2 years commencing April 12, 2017.

This term of 2 years, as per the attached NOTICE OF FINAL RENEWAL which following section reads:

"Additional Requirements/Information

This site overlaps OIC (Order in Council) flood reserve file 0214338. This licence has a two-year term to allow for an amendment to the OIC to remove the overlap. Once the OIC is amended; the term of this licence will be amended for a total of ten years."

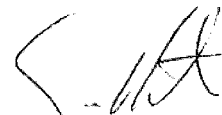
BUDGET:

\$0

RECOMMENDATION / RESOLUTION:

That:

"Council approve the Licence of Occupation Agreement #815823"



Tom Matus, CAO



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

Telephone No: 250-787-3409
Facsimile No: 250-787-3219

GST Registration No: R107864738

Your contact is: Sylvia Bayley

Our file: 8014537

Your file: Boat Launch

NOTICE OF FINAL REVIEW

April 4, 2017

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

Attention: Tom Matus

Dear Mr. Matus:

Re: Your Application for a Tenure over Crown Land

The review of your application for a licence for community boat launch purposes over:

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF
PEACE RIVER AND FRONTING ON NE 1/4, SECTION 33, TOWNSHIP 81, RANGE
25, W6M, TOGETHER WITH THAT PART OF NE1/4, SECTION 33, TOWNSHIP 81,
RANGE 25, W6M, PEACE RIVER DISTRICT.

(the "Land") has reached the stage where we anticipate making our final decision once
the various matters described in this letter have been completed.

This is to replace Licence of Occupation No. 814407 which will expire April 12, 2017.

1. Deadline for Completion of Requirements

We ask that you complete the requirements described below on or before
June 5, 2017.

Please complete the Response to Notice of Final Review page attached,
indicating whether you will or will not proceed with the application and sign and
return that page to us for our records.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us a copy of the licence document which is enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Insurance

We acknowledge that the District of Hudson's Hope is a member of the Municipal Insurance Association.

Additional Requirements/Information

This site overlaps OIC flood reserve file 0214338. This licence has a two year term to allow for an amendment to the OIC to remove the overlap. Once the OIC is amended; the term of this licence will be amended for a total of ten years.

Your application has determined to be low risk to known fish, wildlife, habitat, or water resources. However, to ensure your proposed activity does have minimal impact, please review Guideline and Best Management Practice (BMP) documents that are applicable to your activity and available at the web links listed on the attached information bulletin.

3. Process following completion of Requirements

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the licence to you we will sign and return one copy of the licence to you.

4. Acknowledgments of the Applicant

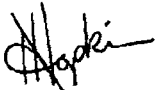
You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the licence to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
 - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
 - (ii) the terms and conditions set out in this Letter, and
 - (iii) the terms and conditions of, and your rights and obligations that will arise under, the licence.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the licence to us that will constitute your offer to us to enter into the licence.

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 and Protection of Privacy legislation.

Yours truly,



Authorized Representative

cc: CSNR, Fort St John, BC

Response to Notice of Final Review

File No. 8014537

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

Dear Sylvia Bayley:

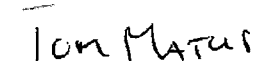
Re: Application for licence

- ☒ I/We wish to proceed to obtain a licence in accordance with the letter dated April 4, 2017 from the Ministry of Forests, Lands and Natural Resource Operations and enclose all copies of the licence which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a licence in accordance with the letter dated April 4, 2017 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the 6 of April 2017.



Applicant's signature/Applicant's
representative's signature



Print name of person signing

Response to Notice of Final Review

File No. 8014537

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 wish to proceed to obtain a licence in accordance with the letter dated April 4, 2017 from the Ministry of Forests, Lands and Natural Resource Operations and enclose all copies of the licence which I/We have signed.



I/We do not wish to proceed to obtain a licence in accordance with the letter dated April 4, 2017 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the 6TH of APRIL, 2017.



Applicant's signature/Applicant's
representative's signature

Tom Matus

Print name of person signing



LICENCE OF OCCUPATION

Licence No.: 815823

File No.: 8014537

Disposition No.: 925416

THIS AGREEMENT is dated for reference April 4, 2017 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 April 12, 2017;

"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

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STANDARD LICENCE

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*);

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"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.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any

conditions or qualifications that may be set in the Management Plan.

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 community boat launch 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 2nd 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

STANDARD LICENCE

Page 4 of 18

- (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, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;
- and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;
- (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) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;

- (k) 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*;
- (l) 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;
- (m) 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 one or more of the following:
 - (i) any 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

- (n) 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

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STANDARD LICENCE

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 Sustainability*

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 interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (h) notwithstanding anything to the contrary in this Agreement, if we, in our sole discretion, determine that the Land is required for flooding purposes in connection with a hydro electric power project, we may cancel this Agreement on 90 days written notice to you, and where we cancel this Agreement under this provision, neither you nor any person claiming under you shall be entitled to any form of compensation;
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) 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(n)(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(n)(ii) or the time

period provided for in the direction or permission given under paragraph 4.1(n)(iii); and

- (k) 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

STANDARD LICENCE

- (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)

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STANDARD LICENCE

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
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- STANDARD LICENCE

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 sublicense, 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 sublicense, 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.

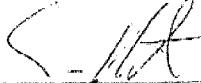
The parties have executed this Agreement as of the date of reference of this Agreement.

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



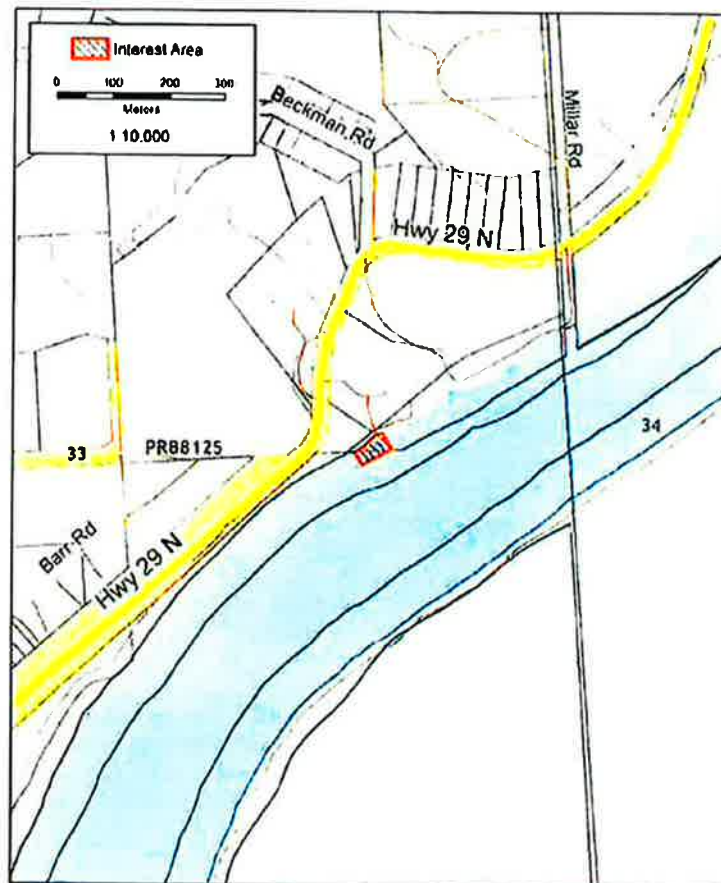
Authorized Signatory

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LEGAL DESCRIPTION SCHEDULE

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF PEACE RIVER AND FRONTING ON NE 1/4, SECTION 33, TOWNSHIP 81, RANGE 25, W6M TOGETHER WITH THAT PART OF NE 1/4, SECTION 33, TOWNSHIP 81, RANGE 25, W6M, PEACE RIVER DISTRICT.



THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johansson and Council
SUBJECT: Water & Sewer Rates Review
DATE: April 3, 2017
FROM: Tom Matus, CAO

FOR CONSIDERATION ONLY:

Attached, please find two budget scenarios for both the Water Utility and Sewer Utility Funds, beginning the 2nd half of 2017 and continuing throughout the following five years.

Expenditures for both the Water and Sewer Utilities funds have been maintained at 2017 levels only, increases to the salary burden and the utilities have been effected.

Discounts for Residential clients has been reduced to 2%, (water discount was 3%; Sewer discount was 2.7%)

The first scenario reflects a 20% annual (compounded) increase in revenues across the board for both Water & Sewer, (2017 fiscal year is a net increase of 10%);

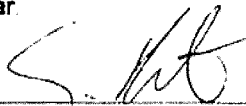
All revenue accounts have been increased though the Lagoon Dump account has only been increased in 2017 from \$25/dump to \$200/dump with a one time 20% increase in 2018, maintaining a \$240/dump for the following four years.

The second scenario reflects a 40% annual (compounded) increase for the Water Utility Fund for four years, omitting year 2022, (2017 is a net 20% increase); and a 0% increase for the Sewer Utility Fund throughout the five 5 ½ year period. This scenario, so as to maintain an equivalent of 40% cash equivalent increase from the clients.

The goal is to have the District of Hudson's Hope Water & Sewer in a financial position that will yield a surplus each year so as to provide a transfer to both the Water Utility and Sewer Utility Funds, and both the Water Capital and Sewer Capital Reserves, keeping in mind that we do not want to carry on a deficit any time during this five-year period in the Water or Sewer Utility Funds.

Percentage increase scenarios can be mixed for desired results.

The 2nd scenario with some minor adjustments would be the recommended approach, as the Water Utility Fund needs immediate attention as it is both operating in a constant annual deficit and the accumulated surplus amount is fast depleting, it will be depleted during the 2018 fiscal year.



Tom Matus, CAO

WATER						
20% annual increase across the board:						
	2017	2018	2019	2020	2021	2022
	10%	20%	20%	20%	20%	20%
Revenues	- 141,147	- 163,903	- 196,284	- 235,140	- 281,768	- 337,722
Expenses	248,477	254,230	260,461	267,260	274,451	282,009
Y/E Surplus / (-)Deficit	- 107,330	- 90,327	- 64,177	- 32,119	7,317	55,713
ACCUM SURPLUS/(-)DEFICIT	33,797	- 56,530	- 120,707	- 152,827	- 145,509	- 89,796
SEWER						
Revenues	- 92,562	- 125,740	- 141,990	- 161,502	- 184,917	- 213,015
Expenses	133,342	134,989	136,316	136,768	136,360	138,186
Y/E Surplus / (-)Deficit	- 40,780	- 9,249	5,674	25,734	48,557	74,829
ACCUM SURPLUS/(-)DEFICIT	348,627	339,378	345,052	370,786	419,343	494,173

WATER						
40% annual increase across for Water only: 4 of 5 years:						
	2017	2018	2019	2020	2021	2022
	40% P/Y	40% P/Y	40% P/Y	40% P/Y	40% P/Y	0%
Revenues	- 168,853	- 195,495	- 233,048	- 279,176	- 334,533	- 334,282
Expenses	248,477	254,230	260,461	267,260	274,451	282,009
Y/E Surplus / (-)Deficit	- 79,625	- 58,735	- 27,413	11,916	60,081	52,272
ACCUM SURPLUS/(-)DEFICIT	61,502	2,767	- 24,646	- 12,730	47,352	99,624
SEWER						
0% increase for Sewer, only	0%	0%	0%	0%	0%	0%
Revenues	- 92,562	- 92,562	- 92,562	- 92,562	- 92,562	- 92,562
Expenses	133,342	134,989	136,316	135,768	136,360	138,186
Y/E Surplus / (-)Deficit	- 40,780	- 42,427	- 43,754	- 43,206	- 43,798	- 45,624
ACCUM SURPLUS/(-)DEFICIT	348,627	306,200	262,446	219,241	175,442	129,819

REQUEST FOR DECISION

RFD#:

Meeting#:

Date: March 23, 2017

Originators: Tom Matus & Tammy McKeown

RFD TITLE: Atkinson Property OCP & Zoning Bylaws

BACKGROUND:

Due to the BCH - Partnering Relationship Agreement and the Atkinson subdivision development project therein, the District of Hudson's Hope Council may want to amend its current Official Community Plan and Zoning Bylaws to reflect a subdivision development plan that restricts housing development to single detached family units which, also, excludes singlewide mobile units. As was agreed upon between the District of Hudson's Hope and BCH

We received a request from the Hochas to change the zoning of Parcel A(R33952) of Block 7, Section 19, Township 81, Range 25 West of the 6th Meridian Peace River District Plan 1679 Except Plans H733, 27536, and PGP 38042 from Light Industrial to Multi-residential. The existing zoning is causing a hardship for the owner and the owner is not considering developing an Industrial site.

Council had also requested that Administration review the existing Zoning bylaw to ensure that there were proper regulations in place regarding landscaping, paving and fencing of new properties.

DISCUSSION:

Administration has reviewed the current OCP and Zoning bylaws and have found that the OCP bylaw Land Use Plan must be changed from Core Residential to General Residential; or develop a new Land Use Plan category and/or develop a new Development Permit Area. Also, a new Zone should be developed to allow for the type of housing that the District of Hudson's Hope and BCH agreed to during the Partnering Relationship Agreement process.

The attached Draft OCP Amending Bylaw changes the land designation of the Atkinson property to General Residential and changes the land designation of Hocha's property to Multi-residential. It also removes Paragraph 5 of Schedule A, 2.1.1 and 2.1.2 in order to remove the discouragement of manufactured homes in the core residential and general residential zones.

The most restrictive Zoning we have is "R1 - Low Density Residential" and "R1a - Low Density Residential (Ellis Crescent)", the only difference between the two zones being the setback regulations, everything else in these two zones are virtually identical. These two zones do not suffice for our purposes for the Atkinson Property as they allow duplex construction which we've agreed with BCH not to allow in the "Atkinson Subdivision Development".

The attached Draft Zoning Bylaw would implement a new "R1b Zone- Low Density Residential". In contrast to the R1 and R1a zones, the new zone would only allow single-family dwellings and would incorporate the following restrictions:

1. Minimum width of the dwelling to 4.6 meters (16 feet), this will allow for double wide modular and larger single-wide modulares.
2. Maximum height of the dwelling to 10 meters (32 feet), we believe this is a sufficient height restriction as most two-story homes are between 6m (20 feet) and 7.6m (25 feet).
3. Maximum height of accessory buildings to 5 meters (16 feet).
4. Minimum floor plan to 111 m² (1195 sq. feet)
5. Mandatory 1.83m high rear yard fence.
6. Mandatory siding to ground for all modulares.
7. Maximum parcel coverage at 40%. E.g. smallest lot is 997 m² (10732 sq. feet), total allowable combined building size would be 399m² (4293 sq. feet)

Section 4.6 of Schedule 'A' of the Zoning Bylaw 823, 2013 stipulates:

.6 Applications for a Building Permit to construct or alter the siting, size or dimension of a building or structure in the R2 zone, C-zones and M-zones will be accompanied by a detailed landscape plan for the site and boulevard areas.

Paragraph 6 will be amended to include all R1 zones, to ensure landscaping is completed for all new construction.

Section 7.0 of Schedule 'B' of the Zoning Bylaw 823, 2013 stipulates

Section 7.0- Standards

.6 All required off-street parking and loading areas in an R-zone, C-zone, P-zone or RU1 zone must:

- (a) Be surfaced with a permanent surface of asphalt, concrete or similar pavement, or other hard surface such as interlocking paving stones, so as to provide a surface that is durable and dust-free and must be graded and drained so as to properly dispose of all surface water; and
- (b) Have fences or curbs to prevent the crossing of sidewalks and boulevards except at authorized entrances and exits.

The RU1 zone will include a maximum length of 12m in regard to the requirement for permanent surface for off-street parking, as discussed at the February 15th, 2017 Regular Council Meeting in order to take into consideration the diversity of the community.

As you may know amending OCPs and Zoning bylaws involves a Public Notice process as per the CCA Part 4 and a Public Hearings process as per the LGA Part 14.

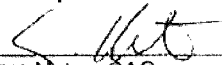
Administration has provided the current OCP General Residential Land Use Plan category and the two current aforementioned zoning sections for Council perusal.

Administration has also included the OCP and Zoning amendment bylaws that would be required to comply with agreements made with BCH.

ADMINISTRATOR COMMENTS:

Recommended and approved as per the above comments.

Report Approved by:


Tom Matus, CAO

BUDGET:

n/a

RECOMMENDATION / RESOLUTION:

That:

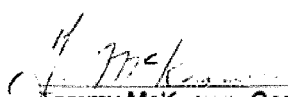
"Council approve First and Second Reading of the *"District of Hudson's Hope Official Community Plan Amendment Bylaw No. 872, 2017"*;

And That:

"Council approve First and Second Reading of the *"District of Hudson's Hope Zoning Amendment Bylaw No. 873, 2017"*.

And That:

"Council authorize to schedule a public hearing for the proposed Official Community Plan Amendment and for the proposed Zoning Bylaw Amendment."


Tammy McKeown, Corporate Officer

PART 2: LAND USE PLAN

Responsible management of the District's lands is essential for the long term sustainability of the community. The District of Hudson's Hope's land management priorities are articulated through the priorities identified in the ICSP. These goals can support the community through times of growth, but are equally applicable to the wise and responsible management of land use and resources during times of more stable and measured population change:

- Maintain a small town feel.
- Maintain a compact and efficient town site that is easy to service.
- Create well-designed neighbourhoods that are safe and built to last.
- Create a vibrant town centre.
- Enable a diverse and stable economic base.
- Ensure rural landscapes and lifestyles are protected.
- Minimize and avoid potential land use conflicts.

It is important to ensure that the District of Hudson's Hope works with their First Nations neighbours in a collaborative fashion when considering the impacts of land use change. The District of Hudson's Hope will continue to build an ongoing and collaborative working relationship with neighbouring First Nations to address broader community land use and development topics.

This future use and development of land within the District of Hudson's Hope must be consistent with the official land use designations shown in Schedules C and D and described below. Council recognizes that some existing land uses do not conform to the designations shown in Schedules C and D, but the intent is to illustrate the preferred pattern/vision of land use within the District and guide development and redevelopment that occurs in the future.

The following sections identify policies for each of these designated areas:

- Residential
- Rural
- Town Centre
- Service Commercial
- Industrial
- Civic and Institutional
- Protected Parks and Natural Areas
- Urban Service Boundary
- Hazard Areas
- Agricultural Land Reserve

2.1. Residential

Based on a review of new employment expected in the community and surrounding area (see Table 1.4), it is expected that there could be a demand for as many as 2,441 new residential units in Hudson's Hope to accommodate anticipated future growth. This is based on the observation that the existing housing in the community is already occupied and unable to absorb new residents. To accommodate this growth, the District's residential land base requires expansion. The direction of growth is intended to prioritize existing infrastructure and ensure logical development progression, in accordance with the phasing identified in Schedule E.

Quality affordable housing is an essential part of a sustainable future for Hudson's Hope. With a stable place to call home, people can build healthy families and contribute to a vibrant community. Choices in housing are critical, as it provides the opportunity for residents to choose a form of housing that best suits their current needs. In addition to single-family homes, a mix of duplexes, townhouses, apartments, and secondary suites will allow Hudson's Hope to attract, absorb and retain a diverse range of permanent residents. More diversity will also contribute to a compact and efficient community to ensure that the use of existing infrastructure investments is maximized and the development of new infrastructure is minimized.

In addition, it is also important that Hudson's Hope's housing stock is safe and accessible to all residents. Ensuring that new developments and retrofits consider safety in their design will encourage a safer community feel overall. Also, ensuring that new developments and retrofits integrate accessibility into their design, both for the ultimate user and for any visitors, will contribute to a welcoming and inclusive environment for all.

Goals:

- ◆ Plan to accommodate residential growth using a phased approach
- ◆ Ensure diversity in the types of housing available in Hudson's Hope
- ◆ Ensure higher residential density is centrally located and complements a vibrant town centre
- ◆ Ensure high quality residential development
- ◆ Ensure residential developments are safe and accessible

Council Policies:

1. Ensure there is an adequate supply of residential land available to meet a diverse range of housing needs.
2. Ensure new residential development contributes to a compact, walkable and easy to service community.
3. Support and encourage new residential development that follows Council's preferred phasing (See Schedule E).
4. Encourage and support a greater diversity of housing tenures and types throughout the District.
5. Ensure that all new residential development is visually appealing and built to a high standard.

6. Require that all new residential development demonstrates compliance with principles of universal design and crime prevention through environmental design.
7. Ensure all new residential development considers, minimizes and mitigates impacts on ecological features, such as steep slopes, watercourses, riparian areas, significant trees, and environmentally sensitive areas.
8. Support clustered housing as an approach for new residential development to protect environmentally sensitive features, steep slopes and hazard lands, and provide for open spaces in neighbourhoods.

The above noted goals and policies apply to all residential development. The following sub-sections identify additional policies applying to specific categories of residential land use.

2.1.1 Core Residential

Areas designated "core residential" are to be centrally located within the urban service boundary (see Section 2.4) and to be used for a broad mix of housing types ranging from single-detached homes to 3+ story townhomes and apartment buildings. The majority of the higher density residential development in Hudson's Hope is to occur on these lands.

Council Policies:

1. Encourage the infill, redevelopment and intensification of vacant and underutilized residential land designated "core residential" – especially parcels near the town centre.
2. Direct multi-unit residential uses within the "core residential" designation to areas near major roads and/or adjacent to the town centre.
3. Encourage multi-unit residential developments to contain ground-oriented housing units with 2 or more bedrooms to provide a family housing choice within the multi-units rental and ownership markets.
4. Support secondary suites in single-detached homes in all areas designated "core residential".
5. Discourage the use of manufactured homes in any area designated "core residential".



New 36 unit apartment building under construction on Paquette Ave. (August 2012)

2.1.2 General Residential

All areas designated "general residential" are to be located within the urban service boundary (see section 2.8) and used for compact forms of single-detached and duplex housing. Accessory uses such as bed and breakfasts, home based businesses, and secondary suites may also be permitted in these areas.

Council Policies:

- .1 Encourage the infill, redevelopment and intensification of existing neighbourhoods designated "general residential".
- .2 Ensure all duplexes are compatible with the form and character of single-detached homes.
- .3 Support secondary suites in all areas designated "general residential".
- .4 Ensure all home occupations are clearly secondary and incidental to the principal residential use.
- .5 Discourage the use of manufactured homes in any area designated "general residential".

- .8 Floodlights.
- .9 Grain elevators.
- .10 Masts and aerials.
- .11 Parapet walls.
- .12 Radio and television antennas.
- .13 Roof stairway entrances.
- .14 Silos.
- .15 Skylights.
- .16 Ventilating equipment.
- .17 Warning devices.
- .18 Water towers.
- .19 Windmills.

REMINDER: Additional fencing, screening and landscaping will be required in industrial areas through the development permit process (see Official Community Plan No. 822, 2013).

4.6 Fencing, Screening and Landscaping

- 1 In the C1 zone, the RU1 zone and any R-zone, fences must:
 - (a) not exceed a height of 1.2 m in any front yard; and
 - (b) not exceed a height of 1.8 m in any side or rear yard.
- 2 In the C2 zone and any M-Zone:
 - (a) a landscape screen or fence that is at least 1.8 m in height must be provided and maintained along any parcel line that abuts the RU1 zone, an R-zone, P-zones or the OR zone; and
 - (b) fences must not exceed a height of 4 m tall.
- 3 Fences erected on a cemetery, playground, park, playfield, elementary or high school areas must not exceed a height of 4 m.
- 4 All dumpsters and outdoor storage areas must be screened from the view of highways and adjacent properties with a landscape screen.
- 5 All junkyards and automobile wrecking yards must be completely enclosed by a 2.4 m high solid wooden fence or a 2.4 m high chain link fence with continuous hedging or other screening.
- 6 Applications for a Building Permit to construct or alter the siting, size or dimension of a building or structure in the R2 zone, C-zones and M-zones will be accompanied by a detailed landscape plan for the site and boulevard areas.

- .3 An analysis prepared by a qualified professional engineer showing that the peak parking times of the uses occur at different times of day and that the parking area or spaces will be sufficient for the anticipated demands of both uses.

6.0 Parking or Storage of Commercial Vehicles, Trucks, Trailers, Boats or Equipment in Residential Areas

No person shall park or store a commercial vehicle, a truck, a dismantled or wrecked automobile, truck or vehicle, a boat, a trailer or construction equipment outside of a building in any R-zone or the RU1 zone, except:

- .1 one operating and licensed truck or commercial vehicle not exceeding 4,000 kg gross vehicle weight;
- .2 trucks, commercial vehicles or equipment temporarily required for the ongoing construction, repair and servicing or maintenance of the premises;
- .3 any dismantled or wrecked vehicle for a period of not more than 15 successive days;
- .4 one boat or vessel not exceeding a centreline length of 11 m; and
- .5 one recreational vehicle not exceeding a body length of 14 m.

7.0 Standards

- .1 All parking spaces must have a:
 - (a) clear length of not less than 6 m;
 - (b) clear width of not less than 2.5 m; and
 - (c) clear height of not less than 2.2 m.
- .2 Notwithstanding section 1.5.1, 20% of the total required parking may be used to accommodate small car parking. Where small car areas have been provided, a sign must be posted indicating small car parking only. Each small car parking stall must have a:
 - (a) clear length of 5 m;
 - (b) clear width of 2.3 m; and
 - (c) clear height of not less than 2.2 m.
- .3 Ingress and egress to and from all parking spaces must be by means of unobstructed manoeuvring aisles. The manoeuvring aisles must be not less than 6 m for right angle parking and may be reduced to 4.5 m for angle parking up to forty-five degrees to the manoeuvring aisle.
- .4 Where more than 10 parking spaces are provided, they must be so designed that vehicles are not required to back out or drive directly onto a highway.
- .5 Every off-street parking area must:

- (a) be graded to provide an even surface;
 - (b) be drained so that no surface water:
 - .i accumulates thereon;
 - .ii runs off onto any sidewalk; or
 - .iii runs off onto any highway if the area is not paved.
 - (c) be surfaced with gravel or crushed rock, treated to suppress dust, and kept free of weeds;
 - (d) have access to and from highways other than limited access to highways in accordance with District regulations and have constructed sidewalk crossovers.
- .6 All required off-street parking and loading areas in an R-zone, C-zone, P-zone or RU1 zone must:
- (a) Be surfaced with a permanent surface of asphalt, concrete or similar pavement, or other hard surface such as interlocking paving stones, so as to provide a surface that is durable and dust-free and must be graded and drained so as to properly dispose of all surface water; and
 - (b) Have fences or curbs to prevent the crossing of sidewalks and boulevards except at authorized entrances and exits.
- .7 Where a parking lot abuts a highway or a sidewalk adjacent to a highway, curbs must be placed at the end of each parking stall at a distance of not less than 0.75 m from the sidewalk or highway so as to prevent vehicles from encroaching into pedestrian areas.
- .8 Lighting in parking facilities (covered or open) having twenty (20) or more spaces will conform to the standards in Table B-1.

TABLE B-1: LIGHTING DESIGN REQUIREMENTS

Lux (minimum on pavement)	Foot candles (minimum on pavement)	Uniformity Ratio (average minimum)
6	0.6	4.1

- .9 Lighting design of parking facilities of twenty (20) or more spaces must be certified by an engineer to meet the standards set out in Table B-1. Lighting standards of access road should match the adjacent highway lighting.
- .10 All required off-street parking shall be used for the purpose of accommodating vehicles of clients, customers, employees, members, residents or tenants who use the principle facility and such parking must not be used for off-street loading, driveways, access or egress, commercial repair work, display sales or storage yards.

- 11 Where more than 20 parking stalls are required, every off-street parking lot or parkade must provide 1% of the required stalls, with a minimum of 1 stall, for the use of physically challenged persons. Each stall must be:
 - (a) at least 4 m in width and at least 7.5 m in length;
 - (b) located as close as possible to a main accessible building entrance; and
 - (c) clearly identified for the exclusive use of physically challenged persons.
- 12 Where a dwelling unit or units are located in a non-residential zone in conjunction with non-residential use, one on-site parking space must be provided for each unit, located in such a way as not to impair the use of secondary access to the premises.

8.0 Number of Parking Spaces

The minimum number of off-street parking spaces permitted for a class of building is calculated according to Table B-2.

TABLE B-2: MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Minimum Off-Street Parking Spaces Required
Automobile sales and services	1 per 70 m ² sales floor plus 1 per service bay plus 1 per 2 employees
Animal hospitals	1 per 2 employees plus 3 per veterinarian
Auction houses	1 per 10 m ² of auction floor
Bed and breakfast	1 space per bedroom available for rent, in addition to the parking required for the dwelling
Bowling alley	2 per lane
Boat and recreation vehicles sales and service	1 per 2 employees plus 1 per 100 m ² display area (covered and outside)
Building supply	1 per 2 employees plus 1 per 100 m ² display area (covered and outside)
Campground/overnight	1 per space
Place of worship	1 per 10 seats
Clubhouses, lodges	1 per 6 seats
College	1 per employee plus 1 per 5 students
Convenience store	1 per 20 m ² of floor area of retail portion of building, or a total of 4, whichever is greater
Contractor's workshop and yards	1 per 2 employees
Cultural facility (art gallery, museums, etc.)	1 per 50 m ² of floor area

Bylaw No. 872, 2017

A bylaw to amend the "*District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013*",

WHEREAS under Part 26 of the *Local Government Act*, the Council may, by bylaw, amend an official community plan; and

WHEREAS the "*District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013*" includes Schedule "C", which illustrates land use designations for properties within the municipality;

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

1. This Bylaw shall be cited as the "*District of Hudson's Hope Official Community Plan Amendment Bylaw No. 872, 2017*".
2. Schedule "C" of "*District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013*" is hereby amended by changing the land use designation of the following lands:

Lot A, Plan 14064, Part of the NW 1/4, Section 13, Township 81 Range 26 West of the 6th Meridian Peace River District;

And,

Lot A, Plan 16585 Part of the NW 1/4, Section 13, Township 81 Range 26 West of the 6th Meridian Peace River District;

from Core Residential to General Residential, shown in red on Appendix A, which is attached to and forms part of this Bylaw.

(Atkinson Property – Addresses to be assigned)

3. Schedule "C" of "*District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013*" is hereby amended by changing the land use designation of the following land:

Parcel A(R33952) of Block 7, Section 19, Township 81, Range 25 West of the 6th Meridian Peace River District Plan 1679 Except Plans H733, 27536, and PGP 36042;

from Light Industrial to General Residential, shown in red on Appendix B, which is attached to and forms part of this Bylaw.

B1



**HUDSON'S
HOPE**
PLAYGROUND OF THE PEACE

**Zoning Bylaw Amendment
Bylaw No. 872, 2017**

4. Schedule "A", Part 2, Section 1, Subsection 1 of *"District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013"* is hereby amended by striking out Paragraph 5- Discourage the use of manufactured homes in any area designated "Core Residential".
5. Schedule "A", Part 2, Section 1, Subsection 2 of *"District of Hudson's Hope Official Community Plan Bylaw No. 822, 2013"* is hereby amended by striking out Paragraph 5- Discourage the use of manufactured homes in any area designated "General Residential".
6. If any section, subsection, paragraph, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

Read for a First Time on the day of , 2017.

Read for a Second Time on the day of , 2017.

A Public Hearing was held on the day of , 2017.

Read for a Third Time on the day of , 2017.

Adopted on the day of , 2017.

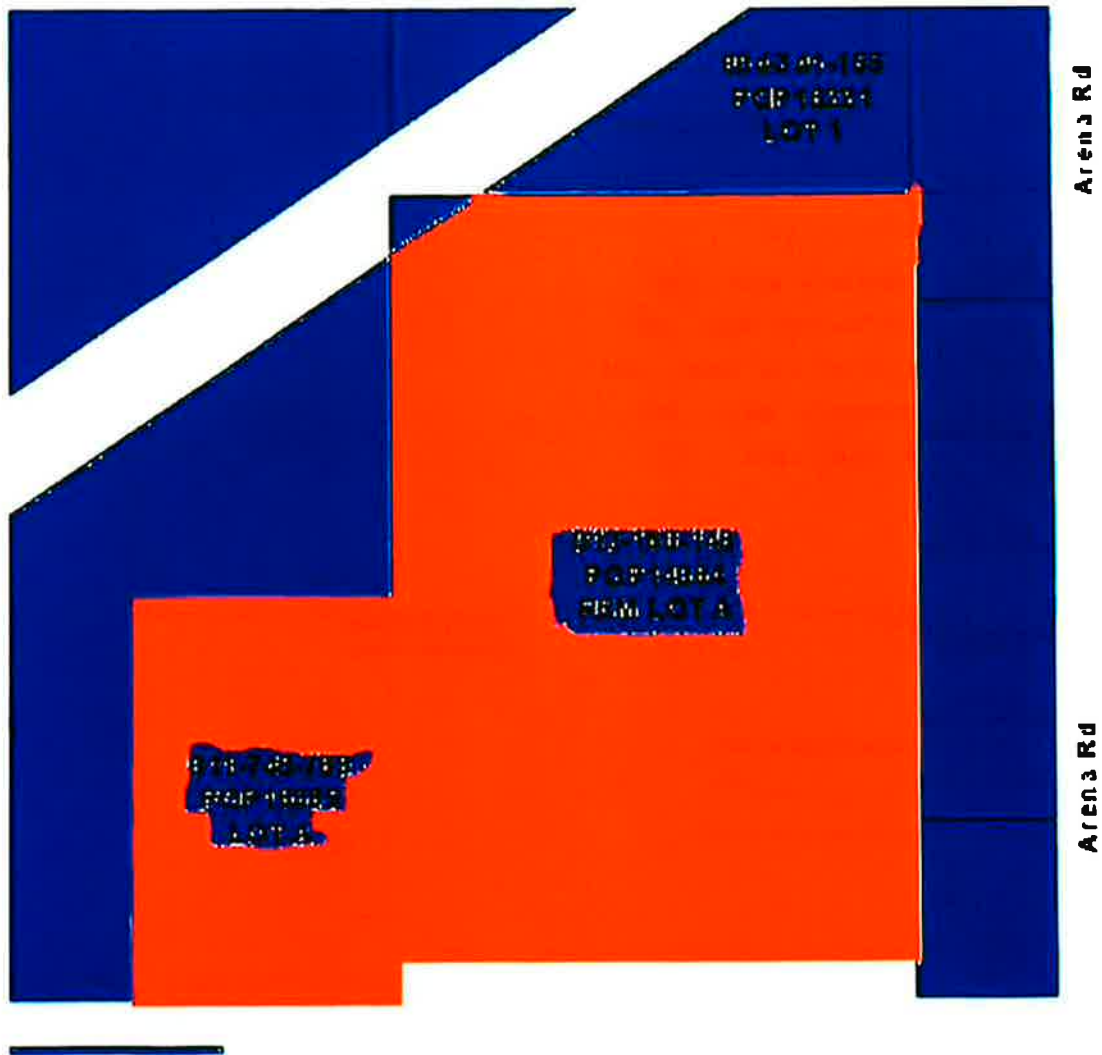
Gwen Johansson,
MAYOR

Tammy McKeown
Corporate Officer

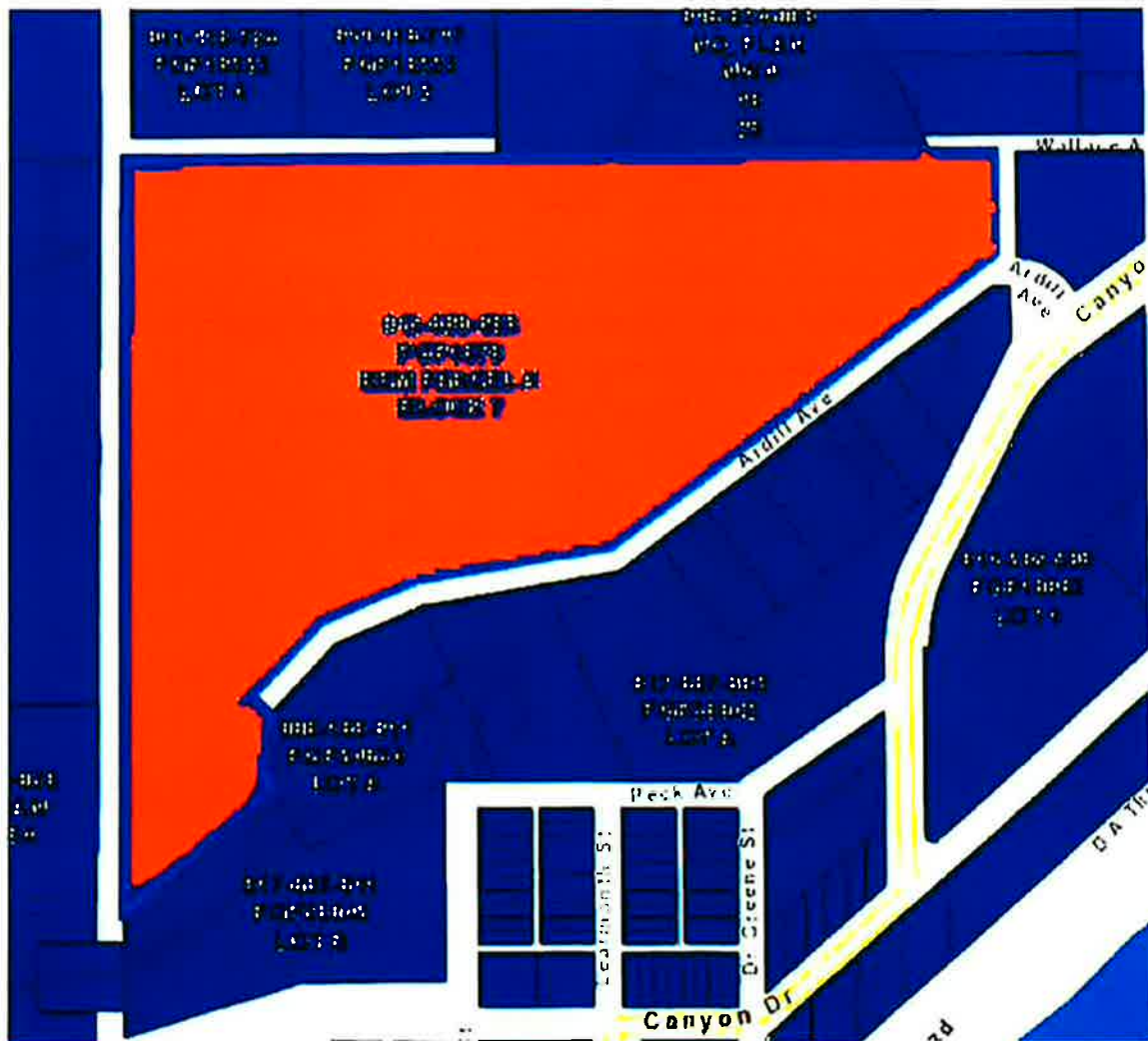
Certified a true copy of Bylaw No. 872
this ____ day of _____ 20__.

Clerk

APPENDIX "A"



APPENDIX "B"





BYLAW NO. 873, 2017

A Bylaw to amend the District of Hudson's Hope Zoning Bylaw No. 823, 2013

WHEREAS the Council of the District of Hudson's Hope wishes to amend "District of Hudson's Hope Zoning Bylaw No. 823, 2013";

AND WHEREAS Council will hold a Public Hearing pursuant to the *Local Government Act*;

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

1. This bylaw will be cited as "*District of Hudson's Hope Zoning Amendment Bylaw No. 873, 2017.*"
2. "*District of Hudson's Hope Zoning Bylaw No. 823, 2013*" is hereby amended by adding:

R1b Zone: Low Density Residential (Atkinson)

The intent of the R1b zone is to permit existing single-detached dwellings in the Atkinson Subdivision.

Permitted Uses

In the R1b zone, the following uses and no other uses are permitted:

- 1.1 Accessory buildings and structures.
- 1.2 Bed and breakfast.
- 1.3 Day care centres.
- 1.4 Home occupations.
- 1.5 Secondary suites restricted to principle building.
- 1.6 Single-detached dwellings.

Zone Specific Regulation

On a parcel located in an area zoned as R1b, no building or structure will be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out in this section. Column 1 sets out the matter to be regulated and Column 2 sets out the regulations.

COLUMN 1	COLUMN 2
1. Maximum number of: <ul style="list-style-type: none"> Principal buildings Accessory buildings 	1 per parcel 3 per parcel
2. Maximum height of: <ul style="list-style-type: none"> Principal buildings Accessory buildings 	10 m 5 m
3. Minimum width of principal buildings	4.6 m
4. Minimum floor area of principal buildings	111 m ²

B2



**Zoning Bylaw Amendment
Bylaw No. 873, 2017**

5. Minimum parcel size	997 m ²
6. Minimum frontage	15 m
7. Minimum setback of principal buildings from:	
• Front parcel line	4 m
• Interior side parcel line	1.5 m
• Exterior side parcel line	3 m
• Rear parcel line	6 m
8. Mandatory rear yard privacy fence	1.83m in height
9. Modular home skirting	Sliding to ground
10. Maximum parcel coverage	40%

3. Schedules "D", "E", and "F" of the "District of Hudson's Hope Zoning Bylaw No. 823, 2013" are hereby amended by changing the zoning of the area identified in Appendix "A" attached to and forming part of this bylaw from "R2 (Multi-unit Residential)" to "R1b(Low Density Residential)."
4. Schedules "D", "E", and "F" of the "District of Hudson's Hope Zoning Bylaw No. 823, 2013" are hereby amended by changing the zoning of the area identified in Appendix "B" attached to and forming part of this bylaw from "M1 (Light Industrial)" to "R2 (Multi-unit Residential)."
5. Schedule "A", Section 4, Subsection 6, Paragraph 6 of the "District of Hudson's Hope Zoning Bylaw No. 823, 2013" is hereby amended to insert reference to all R1 zones;
6. Schedule "B", Section 7, Paragraph 6 of the "District of Hudson's Hope Zoning Bylaw No. 823, 2013" is hereby amended to read:
 - .6 All required off-street parking and loading areas in an R-zone, C-zone, P-zone or RU1-zone, (to a maximum length of 12 meters beginning from the road surface within the municipal road right of way), must
 - a) Be surfaced with a permanent surface of asphalt, concrete or similar pavement, or other hard surface such as interlocking paving stones, so as to provide a surface that is durable and dust-free and must be graded and drained so as to properly dispose of all surface water; and
 - b) Have fences or curbs to prevent the crossing of sidewalks and boulevards except at authorized entrances and exits.
7. If any section, subsection, paragraph, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.



**Zoning Bylaw Amendment
Bylaw No. 873, 2017**

Read a first time this ____ day of ____, 2017
Read a second time this ____ day of ____, 2017
Public hearing held on this ____ day of ____, 2017
Read a third time this ____ day of ____, 2017
Adopted this ____ day of ____, 2017

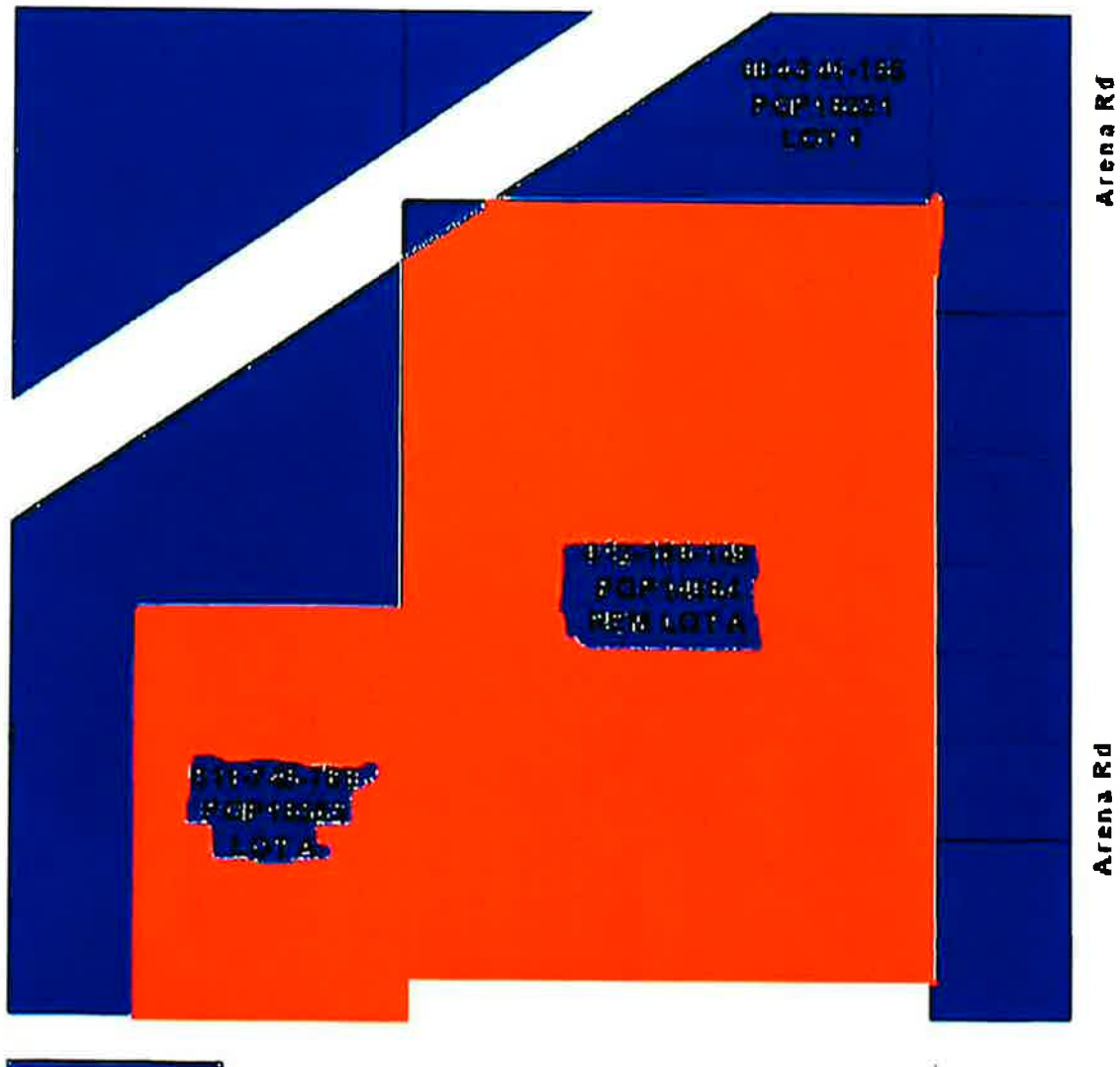
Gwen Johansson,
MAYOR

Tammy McKeown
Corporate Officer

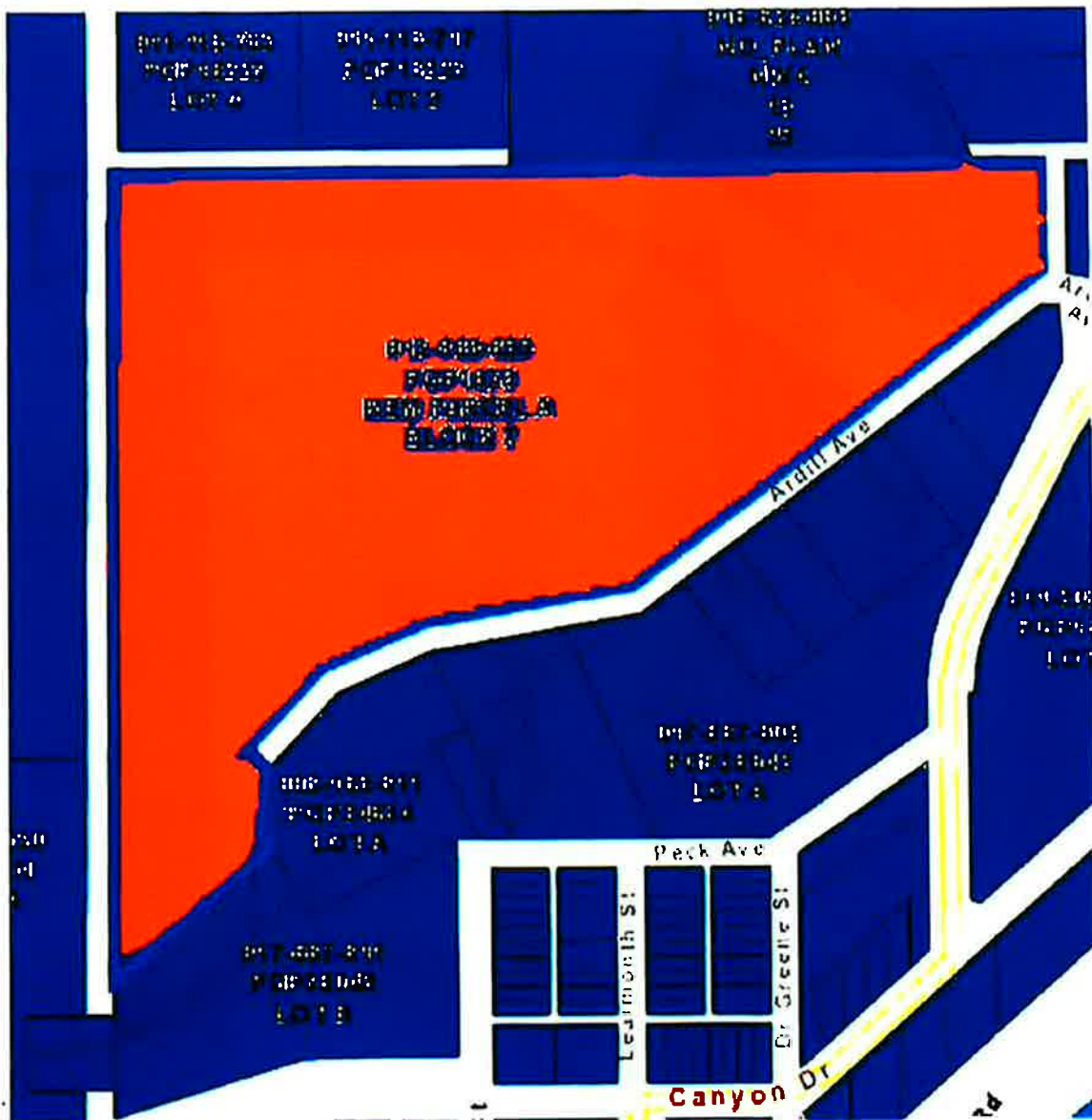
Certified a true copy of Bylaw No. 873
this ____ day of _____, 20__.

Clerk

Appendix "A"



Appendix B



REQUEST FOR DECISION

RFD#: **Date:** April 5, 2017
Meeting#: CM041017 **Originator:** Tom Matus, CAO
RFD TITLE: Atkinson Subdivision Development Variance Permit (DVP) /
 Subdivision Development Servicing Bylaw Amendments

BACKGROUND:

The District of Hudson's Hope CAO has recently submitted a Subdivision Development Servicing application to the District of Hudson's Hope Approving Officer with the assistance of Omicron (and L&M Engineering) for the development of a subdivision for what is known as the Atkinson Property, in regard to the District of Hudson's Hope and BCH Partnering Relationship Agreement. Within this application, the District of Hudson's Hope had identified five areas that require a decision from Council to consider/allow Development Variance Permits to the District of Hudson's Hope. The development variance reasoning follows.

DISCUSSION:

The legal description of the properties governed by the Development Variance Permits are:

- 1) Parcel Identifier: 011-745-789

Lot A, Plan 16585, Section 13, Township 81, Range 26, West of the 6th Meridian, Peace River Land District; and

- 2) Parcel Identifier: 012-180-149**

Lot A, Plan 14064, Except Plan H830, Section 13, Township 81, Range 26, West of the 6th Meridian, Peace River Land District.

The Development Variance Permit varies the regulation of the Subdivision and Development Servicing Bylaw 848, 2015:

- a) Schedule B, Table B-1, Road Classification Local Urban, Pavement Width Curb-to-Curb Including Median ten meters, as follows:

by reducing the number of meters from ten to eight; Rationale:

- i) Facilitates minimum 1,000m² area for all lots;
- ii) Cost savings to stay within budget.

- b) **Schedule B, 3.5 Curb Return Radii:** A minimum of 9 m curb return radii shall be provided at all intersections. The minimum property corner cut shall be 6 m x 6 m, as follows:

by reducing the radii from 9m radius to 6 m radius; Rationale:

RECOMMENDATION & RESOLUTION:

That:

"Council approve that the above variances be incorporated as amendments to the Subdivision Development Servicing Bylaw, and amend as follows:

a) In Schedule B, Table B-1, Road Classification Local Urban, Pavement Width Curb-to-Curb Including Median ten meters, amend as follows:

by replacing the number of meters from ten (10) to eight (8);

b) In Schedule B, 3.5 Curb Return Radii: amend as follows:

by replacing the radii from "9 m" radius to "6 m" radius;

c) In Schedule D' section "8.0 Minimum Grades" in the column "Pipe Diameter (mm)" wherein the third row reads "150-200", and in the column "Minimum Grade (m/100)" the third row reads "0.50": amend as follows:

by replacing the minimum pipe grade from 0.5% to 0.4%;

d) Schedule D, Section 12.0 Manholes, Table 12.1 Locations, Pipe Diameter (mm) 200-375, Maximum (spacing) Distance of 125m, amend as follows:

by replacing the maximum distance from "125" meters to "132" meters;

e) Schedule B, Table B-1, Road Classification at row "Local" "Urban" and at column "No. of Sidewalks", amend as follows:

by replacing "1" with "N/A"

And That:

"Council approve First and Second Reading of the *"District of Hudson's Hope Subdivision and Development Servicing Amendment Bylaw No. 883, 2017"*.

And That:

"Council may authorize to schedule a public hearing for the proposed Subdivision and Development Servicing Amendment Bylaw." Though a Public Hearing for this Bylaw is not required.



Tom Matus, CAO

RECOMMENDATION & RESOLUTION:

That:

"Council approve that the above variances be incorporated as amendments to the Subdivision Development Servicing Bylaw, and amend as follows:

a) In Schedule B, Table B-1, Road Classification Local Urban, Pavement Width Curb-to-Curb Including Median ten meters, amend as follows:

by replacing the number of meters from ten (10) to eight (8);

b) In Schedule B, 3.5 Curb Return Radii: amend as follows:

by replacing the radii from "9 m" radius to "6 m" radius;

c) In Schedule D' section "8.0 Minimum Grades" in the column "Pipe Diameter (mm)" wherein the third row reads "150-200", and in the column "Minimum Grade (m/100)" the third row reads "0.50": amend as follows:

by replacing the minimum pipe grade from 0.5% to 0.4%;

d) Schedule D, Section 12.0 Manholes, Table 12.1 Locations, Pipe Diameter (mm) 200-375, Maximum (spacing) Distance of 125m, amend as follows:

by replacing the maximum distance from "125" meters to "132" meters;

e) Schedule B, Table B-1, Road Classification at row "Local" "Urban" and at column "No. of Sidewalks", amend as follows:

by replacing "1" with "N/A"

And That:

"Council approve First and Second Reading of the "District of Hudson's Hope Subdivision and Development Servicing Amendment Bylaw No. 883, 2017".

And That:

"Council authorize to schedule a public hearing for the proposed Subdivision and Development Servicing Amendment."


Tom Matus, CAO

Bylaw No. 883, 2017

A bylaw to amend the "District of Hudson's Hope Subdivision and Development Servicing Bylaw No. 848, 2015".

WHEREAS the Council of the District of Hudson's Hope wishes to amend "District of Hudson's Hope Subdivision and Development Servicing Bylaw No. 848, 2015";

AND WHEREAS Council will hold a Public Hearing pursuant to the *Local Government Act*;

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

1. This bylaw will be cited as "District of Hudson's Hope Subdivision and Development Servicing Amendment Bylaw No. 883, 2017."
2. "District of Hudson's Hope Subdivision and Development Servicing Bylaw No. 848, 2015" is hereby amended as per the following:
 - a. Delete in Schedule 'A' in section "1.0 ESTABLISHMENT OF SERVICE LEVELS" where it reads :

Description	RU1	RU2	RU3	R1	R1a	R2	R3	C1	C2	M1	M2	M3	P1	P2	OR
1. Water Service															
• District of Service	N/A	R	R	R	R	R	R	R	R	R	R	N/A	R		
2. Sanitary Service															
• District Service	N/A	R		R	R	R	R	R	R	R	R	N/A			
• Private Service			A										A		
3. Drainage															
• Enclosed Pipe System	N/A	R	N/A	R	R	R	R	R	R	N/A	N/A	N/A	N/A		
• Open Channel (Ditch)			R							R	R	R	R		
4. Highways															
• Collector/Local Curbs &	N/A	R	N/A	R	R	R	R	R	R	N/A	N/A	N/A	N/A		
• Rural			R							R	R	R	R		
5. Sidewalks															
• Both Sides	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R	R	N/A	N/A	N/A	N/A		
• One Side	N/A	R	N/A	R	R	R	R	N/A	N/A	N/A	N/A	N/A	N/A		
6. Street Lighting	N/A	R	R	R	R	R	R	R	R	R	R	R	R		

And replace it with the following, to include R1b zone:

Description	RU1	RU2	RU3	R1	R1a	R1b	R2	R3	C1	C2	M1	M2	M3	P1	P2	OR
1. Water Service																
-District Service	N/A	R	R	R	R	R	R	R	R	R	R	R	N/A	R		
2. Sanitary Service																
-District Service	N/A	R		R	R	R	R	R	R	R	R	R	N/A			
-Private Service			A											A		
3. Drainage																
-Enclosed Pipe System	N/A	R	N/A	R	R	R	R	R	R	R	N/A	N/A	N/A	N/A		
-Open Channel (Ditch)			R								R	R	R	R		
4. Highways																
-Collector/Local Curbs &	N/A	R	N/A	R	R	R	R	R	R	R	N/A	N/A	N/A	N/A		
-Rural			R								R	R	R	R		
5. Sidewalks																
-Both Sides	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R	R	N/A	N/A	N/A	N/A		
-One Side	N/A	R	N/A	R	R	N/A	R	R	N/A	N/A	N/A	N/A	N/A	N/A		
6. Street Lighting	N/A	R	R	R	R	R	R	R	R	R	R	R	R	R		

b. Delete Table B-1 in Schedule 'B' and replace with the following, to include Atkinson subdivision:

Road Classifications	Right-of-way Width (m)	Pavement Width Curb-to-Curb including Median	Curb Type	No. of Sidewalks	Parking
Arterial					
Undivided- 4 Lane	25	15	Barrier	2	N/A
Rural	20	7.2 + Shoulders	N/A	N/A	N/A
Collector					
Commercial and Industrial	25	15	Barrier	2	Both Sides Off-Peak
Multi-Family Residential	22	12.2	Barrier	2	Both Sides
Single Family Residential					
Urban	20	11	Barrier	2	One Side
Rural	20	7.2 + Shoulders	N/A	N/A	N/A
Local					
Commercial and Industrial	20	11	Barrier	2	Both Sides
Multi-Family Residential	20	11	Barrier	2	Both Sides
Single Family Residential					
Urban	20	10	Rollover	1	Both Sides
Rural	20	7.2 + Shoulders	N/A	N/A	N/A
Atkinson	20	8	Rollover	N/A	Both Sides
Lane	6	5.2	Rollover	N/A	N/A
Walkway and Bike Path	3	2.5	N/A	N/A	N/A

Table B-1-Road Classification

- c. In Section "1.1 Zoning at subsection f):

Insert a new subsection f) that reads:

"R1b – Low Density Residential (Atkinson)" and renumber the following subsections values accordingly from g) to p).

- d. Schedule 'B', delete the first paragraph in 3.5 Curb Return Radii and replace with:

A minimum of 6 m curb radii shall be provided at all intersections.

- e. In Schedule 'D' section "8.0 MINIMUM GRADES" in the column "PIPE DIAMETER (mm)" wherein the third row reads "150-200", in the column "MINIMUM GRADE (m/100)" third row, replace "0.50" with "0.40"

PIPE DIAMETER(mm)	MINIMUM GRADE (m/100)
100	2.00
150-200	0.40
250-350	0.30
375-450	0.15

- f. Delete Table 12.1 in Schedule D and replace with the following, to increase the maximum manhole spacing distance for a 200-375 mm pipe to 132m from 125m:

PIPE DIAMETER (mm)	MAXIMUM DISTANCE (m)
200-375	132
450-750	155
900 and larger	185

Table 12.1: Maximum Manhole Spacing

Read for a First Time on the day of , 2017.

Read for a Second Time on the day of , 2017.

A Public Hearing was held on the day of , 2017.

Read for a Third Time on the day of , 2017.

Adopted on the day of , 2017.



Subdivision Development Servicing Amendment
Bylaw No. 888, 2017

Gwen Johanson,
MAYOR

Tammy McKeown
Corporate Officer

Certified a true copy of Bylaw No. 872
this ____ day of _____ 20__

Clerk



File: 0530-01

March 13, 2017

District of Coldstream
9901 Kalamalka Road
Coldstream, BC V1B 1L6

Attention: Mayor and Council

Dear Mayor and Council:

Thank you for your letter of February 22, 2017 seeking Council's support regarding the Provincial Private Moorage Program.

At the March 6, 2017 Council Meeting, Council endorsed your resolution and supports your efforts to ensure that local government requirements are protected in relation to the construction of docks in our communities.

Sincerely,



Leo Fazio
Mayor

cc: Council
Union of British Columbia Municipalities

Municipal Office: P.O. Box 160, 498 Hot Springs Road, Harrison Hot Springs, BC V0M 1K0
E info@harrisonhotsprings.ca W www.harrisonhotsprings.ca
T 604 796 2171 F 604 796 2192

C1

Tawny McKeown

From: Elaine Davis <EDavis@gochetwynd.com>
Sent: Tuesday, March 28, 2017 11:18 AM
To: Tawny McKeown
Cc: Ellen McAvany
Subject: Canada's 150th Birthday
Attachments: District of Hudson's Hope.pdf

Dear Mayor & Council,

Please see attached letter – in recognition of Canada's 150th Birthday, Chetwynd Mayor & Council are challenging each community in the North to have 150 or more individuals to support Canada in celebrating 150 years of successful nationhood.

Thank you in advance for participating in the Challenge and we hope to see you on Canada Day showcasing your community.

Regards,

Elaine Webb
Economic Development Assistant
District of Chetwynd
(p) 250-401-4125
(f) 250-401-4101

This message and any accompanying attachments may contain confidential information intended only for the use of the individual(s) named above. Any disclosure, distribution or other use of this information by persons other than the intended recipient(s) is prohibited. If you have received this message in error, please contact the sender and delete all copies immediately. Thank you.



Office of the Mayor

District of Chetwynd

Box 357
Chetwynd, B.C.
Canada V0C 1J0

tel: (250) 401-4100
fax: (250) 401-4101
email: d-chet@gochetwynd.com

March 28, 2017

District of Hudson's Hope
Box 330
Hudson's Hope, BC V0C 1V0

To District of Hudson's Hope Mayor and Council:

In recognition of Canada's 150th Birthday, Chetwynd Mayor and Council are challenging each community in the north to have 150 or more individuals to support Canada in celebrating 150 years of successful nationhood. We will plan a celebration that fits this occasion in our area, partnering with each municipality and area to share our enthusiasm for Canada Day. We want this to be a regional event in which the entire North East participates with enthusiasm to enhance Canada Day.

Chetwynd's Mayor and Council challenge Dawson Creek, Fort St John, Hudson's Hope, Peace River Regional District, Pouce Coupe, Taylor, Fort Nelson, Tumbler Ridge and Mackenzie to gather no fewer than 150 residents for a video or photograph of the group at 1:00pm during their Canada Day Celebrations.

Chetwynd will be hosting the Canada Day 150th birthday in conjunction with our community's 55th Anniversary Saturday, July 1, 2017. Events will be held at Spirit Park and we invite any of you who wish to join our celebration that includes a full day of activities with music and fireworks planned for the evening.

Thank you for participating in the Challenge and we hope to see you on Canada Day showcasing your community. Please provide your photo or video to our economic development department and we will coordinate the footage to share with area media. Email: emcavanv@gochetwynd.com or phone 250-401-4113.

Yours truly;

Mayor Merlin Nichols





March 29, 2017

New Funding for Emergency Preparedness

UBCM will be administering a new funding program to enhance the resiliency of local governments and their residents in responding to emergencies. The Community Emergency Preparedness Fund was announced as part of an \$80 million announcement from the Ministry of Transportation & Infrastructure.

[Read more](#)



Input Sought for Marijuana Regulation

With federal legislation to legalize marijuana expected within the next month, and regulatory development to follow soon after, UBCM is seeking membership input regarding a new regulatory regime. Responses to the survey will be accepted until Friday, April 28, 2017. [Read more](#)



UBCM-FCM Small Communities Travel Fund

UBCM administers a travel fund for local government leaders from small communities who are elected to the Federation of Canadian Municipalities Board (FCM) or appointed to one of its Standing Committees. The criteria for the fund have recently been updated. Local government leaders considering running for FCM board or a Standing Committee appointment are encouraged to review the new criteria. [Read more](#)

Building Act Update

New provincial qualification requirements for building and plumbing officials established in the *Building Act* came into force February 28, 2017. In addition, the Province has amended the *Building Act* General Regulation to add additional items to the unrestricted matters list. [Read more](#)

Federal Legacy Infrastructure Funds

Infrastructure Canada has delivered \$3.4 million in federal legacy infrastructure funding for distribution through the Gas Tax Fund in British Columbia. The Government of Canada committed to providing this transfer in Budget 2016. [Read more](#)

Gas Tax Information Management System

UBCM has launched a new Program Information Management System (PIMS) to provide a single entry online portal for local governments for all Federal Gas Tax Fund related commitments with UBCM. [Read more](#)

Flood Ready Initiative

The Government of Canada has launched Flood Ready, a public awareness campaign that seeks to encourage Canadians to better understand flood risks and adopt measures to mitigate flooding. Flooding is currently one of the most frequent and costly natural disasters, and one that can severely disrupt the safety and economic stability of Canadian communities. [Read more](#)

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C3

Tammy McKeown

Subject: FW: PETITION TO REMOVE GST BEING CHARGED ON CARBON TAX
Attachments: 170313 Resolution re SILGA GST Carbon Tax.pdf

Subject: PETITION TO REMOVE GST BEING CHARGED ON CARBON TAX

Dear Mayor, Chair, Councillor, Electoral Area Director

Recently, Councillor Bob Splers brought to our Council's attention the practice of the Federal Government applying Goods for Services Tax (GST) on the Provincial government's Carbon Tax. This is not GST applied on the "goods" (gasoline, natural gas, propane, diesel fuel) rather it is GST applied on the Carbon Tax. Essentially, a Tax on Tax.

This Tax on Tax affects British Columbians across the Province and in some manner affects every resident, business, and visitor in our respective municipalities. Folks we represent.

In 2016 the Federal Government collected \$63 million of federal taxes imposed on BC's carbon tax. The Federal Government will collect many times this amount across Canada as more Provinces apply a Carbon Tax, ironically at the strong insistence of the Federal Government.

Councillor Splers has initiated an ePetition to the House of Commons to remove the GST on Carbon Tax. The subject ePetition is now before the Parliament of Canada. The ePetition does not question the Carbon Tax. It is focused on the imposition of a tax (GST) on a tax.

I have attached a resolution, passed by our Council which has been submitted to the Southern Interior Local Government Association for consideration at their Annual Convention in April. The resolution has also been forwarded to the Union of British Columbia Municipalities and to the Federation of Canadian Municipalities.

On March 20, 2017, Mark Warawa, MP for Langley-Aldergrove and Mel Arnold, MP for North Okanagan-Shuswap have introduced a bill in the House of Commons that seeks to eliminate the charging of GST on existing and future carbon taxes.

To be successful, to reduce the weight of taxation on our residents, requires individual action. We are not seeking Council or Board action. We are encouraging Councillors, Electoral Area Directors, Mayors and Chairs from across BC to become aware of the issue. If, as individuals, you feel the imposition of a federal tax on top of a provincial tax is unwarranted – I would ask you to act, to sign the ePetition.

The online petition closes May 3, 2017 at 1:32pm (EDT) and may be accessed at
<https://petitions.parl.gc.ca/en/Petition/Details?Petition=e-713>

Regards,

Mayor Akbal Mund

City of Vernon Disclaimer: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the FOI act or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.



THE CORPORATION OF THE CITY OF VERNON

RESOLUTION OF COUNCIL

At their March 13, 2017 Regular meeting, Vernon City Council passed the following resolution in respect to Federal GST Charges on Provincial Carbon Tax:

"THAT Council endorse the resolution as presented and direct the Clerk to submit the resolution with the background statement to the Southern Interior Local Government Association (SILGA);

"WHEREAS the Government of British Columbia instituted a "carbon tax" in 2008;

AND WHEREAS, the Government of Canada imposes GST on the "carbon tax", essentially a tax on tax;

AND WHEREAS, the carbon tax and subsequently the GST on the carbon tax applies widely on carbon tax fuels and affects the cost of living for British Columbians;

NOW THEREFORE BE IT resolved that SILGA and UBCM lobby the provincial and federal governments to eliminate the GST being charged on the provincial carbon tax."

CARRIED.

The undersigned hereby certifies the above resolution
to be a true copy of the resolution passed by
Council of the City of Vernon on March 13, 2017

Susan Blakely, Deputy Corporate Officer
The Corporation of the City of Vernon

City Hall: 3400 - 30th Street, Vernon, British Columbia V1T 5E8
Telephone (250) 545-1361 • Fax (250) 545-7876
Administration • Fax (250) 545-4048
www.vernon.ca

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City Yards, Telephone (250) 549-8757 • Fax (250) 545-3345
Fire Department, Telephone (250) 542-5361 • Fax (250) 542-7271
Community Development & Engineering, Telephone (250) 550-3834 • Fax (250) 545-5309

Tammy McKeown

Subject: FW: Shoreline Protection Investigations Update
Attachments: 20170329 FAQs-HH investigation work FINAL.pdf

From: Pepper, Nancy [mailto:Nancy.Pepper@bchydro.com]
Sent: March 30, 2017 1:40 PM
To: Tom Matus <cao@hudsonshope.ca>
Cc: Dame, Melanie <melanie.dame@bchydro.com>
Subject: Shoreline Protection Investigations Update

Hello Tom,

I wanted to provide you with an update on our to-do list from the call on March 15 regarding the shoreline protection investigations.

Investigations Start Date:

- We committed to get back to you with a more definitive date for the start of the shoreline protection investigations work. We are still working to determine the start date for the investigations however since the first week of April (1-8) is fast approaching, we wanted to let you know that work will not be starting until at least after April 8th. We will update you as we get further information but we are working towards a start date closer to mid-month.

Communications Materials:

- You received the final letter and information sheet on March 20
- The letter and information sheet were mailed to residents and should be delivered by Canada Post tomorrow.
- We are planning to send the letter and information sheet out as a PSA through PRIS tomorrow to coincide with the mailing
- The Hudson's Hope Shoreline Protection Information Sheet is here on the Site C website.
https://www.sitecproject.com/sites/default/files/Information-Sheet-Hudsons-Hope-Shoreline-Protection-March-2017_0.pdf

FAQ

- For your use to answer any other questions you might receive, we prepared the attached FAQ document based on the feedback you shared about the topics you expected to receive from residents

Kind Regards,

Nancy

Nancy Pepper | Senior Environmental Coordinator, Site C

P 804 898 7202
M 804 202 4872
E Nancy.Pepper@bchydro.com

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FAQ: Site Investigation Work in Hudson's Hope (April – Summer 2017)

1. What will be occurring as part of the site investigation work?

In the first or second week of April 2017, the design consultant for the Hudson's Hope shoreline protection project will begin work to complete geotechnical investigations and site survey work in Hudson's Hope.

These investigations will require approximately two weeks of work total that will be scheduled between April and summer 2017. This work is required now to complete the designs for the Hudson's Hope shoreline protection berm, the upgrades to D.A. Thomas Road and the new boat launch and its day-use facilities.

As part of this work, the design consultant will drill some test holes to determine geotechnical conditions in the shoreline area. Test pits will also be completed at selected locations to determine soil types. For safety purposes, the test holes and pits will be filled and/or capped after the investigations are complete. Access will be restricted to areas where the investigations are taking place for public safety.

2. When will the work take place?

This work is scheduled to start during the first or second week of April 2017. These investigations will require approximately two weeks of total work total that will be scheduled to occur between April and summer 2017. The contractor may complete the work in one continuous period or they may demobilize and return at a later date depending on the outcome of the initial days of investigation.

3. Where will the work be happening?

This work will occur in the shoreline area of Hudson's Hope, within the areas shown in the Hudson's Hope Shoreline Protection Information Sheet.

4. What type of equipment will be used for the work?

This work will require drilling and it is expected that one drill rig and one excavator will be used. In addition, pickup trucks will be used to transport workers and equipment to and from the work area.

5. What will we see and hear when the work is occurring?

There will be minor truck traffic in the area as geotechnical crews and equipment are mobilized to the shoreline and surrounding area. This is expected to include pick-up trucks, one drill rig and one excavator.

Work will typically occur between 7:00 am and 8:00 pm, and may include work on the weekend. Some noise and dust will occur in the vicinity of the investigation area. Residents may hear the drill when it is in use and/or back up beepers.

6. When will we receive more information about the shoreline protection work? When we will learn the results of the investigations?

The information that is being gathered from these investigations will be used to complete the designs for the Hudson's Hope shoreline protection berm, the upgrades to D.A. Thomas Road and the new boat launch and its day-use facilities. These investigations will be completed in summer 2017 and preliminary designs will be available in the fall.

An information meeting will be held with local residents when preliminary designs are available in late 2017. This meeting will provide an opportunity to learn more about the designs, construction plans and plans to minimize construction-related impacts prior to the start of shoreline protection construction activities, which are planned to begin in 2019. You will receive an invitation by mail.

7. How do I find out more? Who do we contact if we have more questions or concerns?

To obtain more information about Site C, please:

- Visit the project website: sitecproject.com
- Follow the Site C Twitter account: [@sitecproject](https://twitter.com/sitecproject)
- Call the toll-free project line: 1-877-217-0777
- Email the project team: sitec@bchydro.com
- Send an enquiry or feedback online at: sitecproject.com/contact-us#enquiry

8. What is currently planned to occur in Hudson's Hope and why?

Hudson's Hope is an area of key importance for the Site C Project, as the community sits on the western end of the future reservoir. The Site C reservoir will result in a change in groundwater conditions. When coupled with the effects of shoreline erosion, these conditions are predicted to cause some bank recession in the slopes below the community of Hudson's Hope. Work will be undertaken to protect the Hudson's Hope shoreline prior to the filling of the reservoir.

To protect the shoreline from the reservoir's effects on erosion and slope stability, a berm will be constructed to maintain or improve the stability of the slopes. The shoreline protection will be provided through a combination of a berm to the west and east and slope flattening in the middle section.

In addition to the berm:

- D.A. Thomas Road, which provides access to the shoreline, will be upgraded to facilitate construction and future access.

- BC Hydro will establish and operate a permanent small craft launch at the shoreline protection area at the foot of D.A. Thomas Road.
- After construction of the shoreline protection, BC Hydro will repair portions of the existing walking trail to the community from the small craft launch impacted by the works and will re-establish the existing all-season looping trail connecting to the existing trail from the small craft launch and day use site.

Tammy McKeown

From: Christian, Holly <Holly.Christian@northernhealth.ca>
Sent: Tuesday, March 28, 2017 10:24 AM
Subject: Save the Date! Northern Healthy Communities Forum 2017
Importance: High

Save the Date! Northern Healthy Communities Forum 2017

Healthy Communities in Action

DATE: Tuesday May 2nd, 2017
LOCATION: Terrace, BC
Terrace Sportsplex
3320 Kalum St.



**Pre-convention forum in collaboration
with the North Central Local Government
Association (NCLGA) 2017 Convention.**

This is a free event facilitated by Northern Health.

[REGISTER HERE](#)

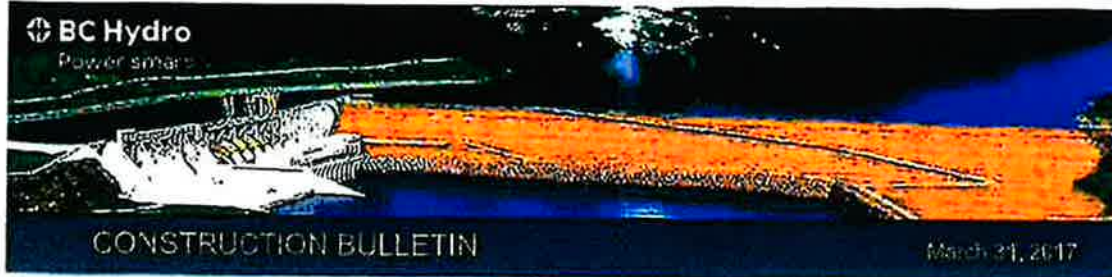
In collaboration with the NCLGA 2017 Convention, Northern Health is pleased to again invite you to be a part of this exciting opportunity to bring together partners in healthy communities work from local governments, the health sector, and the community. This pre-convention forum will build on the work of previous years, provide opportunity to network, and highlight the innovative practices, partnerships, tools and resources available to support healthy communities work in the north.

WHO SHOULD PARTICIPATE?

This forum is open to northern NCLGA local government, First Nations staff, elected officials and Northern Health staff.

PRE-REGISTRATION REQUIRED AND SPACE IS LIMITED!

For more information, please contact Holly Christian at holly.christian@northernhealth.ca



Site C Construction Schedule: April 3 – April 16

The following construction activities are scheduled over the next two weeks:

Dam site area and reservoir – north (left) bank and south (right) bank

- The main civil works contractor will continue to mobilize crews, material and equipment.
- Drilling and the installation of geotechnical instrumentation will continue on the north and south banks.
- A remediation plan is being implemented to safely resolve the tension crack on the north bank. For more information, please visit sitecproject.com.
- Excavation will continue on the north and south banks. This will include blasting on the south bank.
- Curtain grouting may begin on the north bank.
- Work will continue on the north bank inlet cofferdam.
- Work will continue on the underground portion of the south bank drainage tunnel.
- Excavation will continue for the south bank approach channel and powerhouse buttress.
- Excavation will continue for the Site C substation.
- Aggregate will be crushed on the south bank and work will continue to commission the concrete batch plants.
- Work will continue to construct storage sites for excavated surplus material at various locations.
- Access roads will be constructed on the south bank and road maintenance activities will continue, as required. Upgrade work will occur on the east end of the north bank access road.
- The turbines and generators contractor is expected to mobilize crews and equipment to their work area on the south bank of the dam site and begin excavation and foundation preparation for their on-site manufacturing facility.
- A debris boom will be installed across the Moberly River.

Other work areas

- Street lights will be installed at the entrance to the viewpoint on the north bank.
- Brushing may occur along Old Fort Road to support the extension of an existing distribution line.
- The main civil works contractor will continue surveying the 65th Avenue Industrial Lands and conveyor corridor. Clearing and mulching will occur and work may begin to construct site infrastructure.
- Aggregate and riprap production will continue in Wulrich Quarry. Trucks will haul material to the dam site.
- Aggregate, riprap production and clearing will occur in West Pine Quarry. Materials will be transported by rail to the dam site area.
- Work will continue to upgrade existing access roads that connect to the transmission line right-of-way.
- Clearing will continue along the transmission line right-of-way between the Site C dam site and just west of Jackfish Lake Road.
- Geotechnical investigations will occur along the transmission line right-of-way.

For more information, visit
sitecproject.com
 or call 1-800-363-3272

©2017

C7

CONSTRUCTION BULLETIN

2

- Geotechnical investigations and site survey work may occur in Hudson's Hope for the shoreline protection project.
- Geotechnical investigations and survey work may begin for the Highway 29 realignment at Halfway River.

Note: All activities listed in this construction bulletin are based on the latest information in our construction plan and are subject to change.

What to Expect

While this work takes place, local residents can expect the following:

- There will be truck traffic on public roads as construction crews mobilize, material and equipment is delivered to site and the hauling of rock and timber continues. This will include increased industrial traffic on resource roads and public roads from Chetwynd leading to the dam site on the south bank.
- Some noise will occur in the vicinity of the dam site and in other work areas as a result of the scheduled construction activities and geotechnical investigations.
- Some noise and vibration will result from the periodic blasting that is planned in Wuthrich Quarry. Material hauling may occur at night. Some noise and vibration will result in the vicinity of West Pine Quarry as a result of scheduled work.
- Some noise will occur in and around the transmission line right-of-way as a result of clearing and access road upgrades. Minor traffic delays or stoppages may occur while upgrades are completed on the access roads.
- Day and night shifts will be scheduled, as well as shifts on the weekends.
- For boater and worker safety, boats will need to stay clear of active in-river work areas. These areas are clearly identified with signage and markings.
- Navigation upstream of the Moberly River construction bridge will be restricted when the debris boom is installed. Boats can access the area upstream of this bridge using available access points located further south on the Moberly River.
- Helicopters may be used to support investigative works.

Note: In BC Hydro's technical documents, the north bank may be referred to as the left bank and the south bank may be referred to as the right bank.

Tammy McKeown

From: Tom Matua
Sent: Wednesday, April 05, 2017 11:55 AM
To: Tammy McKeown
Subject: FW: Site C project update: turbines and generators contractor starts work on Site C project

From: Conway, David [mailto:Dave.Conway@bchydro.com]
Sent: April 5, 2017 9:27 AM
Cc: Conway, David <Dave.Conway@bchydro.com>
Subject: Site C project update: turbines and generators contractor starts work on Site C project

Good morning.

I thought that you would be interested in knowing about the following Site C Project update regarding the turbines and generators contractor starting work on the Site C project.

Best regards,

Dave

Turbines and generators contractor starts work on Site C

BC Hydro's Site C project reached a milestone yesterday as the turbines and generators contractor mobilized to the construction site.

Volth Hydro Canada, which was awarded the \$470-million contract in March 2016, will design, supply and install six vertical axis, Francis-style turbines, six generators and associated equipment for Site C.

"This is another important step forward for the Site C project," said Mike Bernier, MLA for Peace River South. "The turbines and generators are a critical component of this project as they'll generate the clean electricity that will power our homes and businesses well into the future."

Turbines and generators convert the power of falling water into electricity, which is then transformed and fed into the provincial electricity grid. The performance of a turbine and generator is critical to the success of Site C. These turbines and generators will be custom designed and built to suit the site-specific conditions of the project.

Volth Hydro has a strong track record with similar complex projects. Volth has provided equipment for a number of BC Hydro projects, including: Revelstoke Unit 5 Project, Ruskin Dam and Powerhouse Upgrade, and the Gordon M. Shrum Turbine Replacement Project.

"We're thrilled to have reached this important milestone in the Site C project and to be a part of this important legacy project for British Columbia," said Bill Matas, president and CEO of Volth Hydro Canada. "Our initial on-site work will include building a facility at the dam site to manufacture the steel structures for the turbines and generators."

About 150 workers will be on site during the peak of installation for the turbines and generators in 2022, which will occur in the powerhouse. The majority of this work will be performed by millwrights, electricians, pipefitters and boilermakers, with opportunities for apprentices in each of those trades.

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Volth Hydro Canada, through the Construction Labour Relations Association, negotiated a labour agreement with the Bargaining Council of British Columbia Building Trades Unions, which represents construction craft unions in B.C. The labour agreement includes participation from 10 B.C. Building Trades Unions for the installation of the turbines and generators for Site C.

After mobilizing to the site, Volth Hydro Canada will start work on a temporary on-site manufacturing facility. Excavation and foundation preparation for the manufacturing facility will start this month and construction of the facility building is expected to be completed in August.

The Site C Clean Energy Project is a hydroelectric dam and generating station under construction in northeast B.C. BC Hydro is building Site C to meet long-term electricity needs in the province. Once complete in 2024, the project will provide clean, reliable and cost-effective electricity for more than 100 years.

Learn More

- Visit the project website: sitecproject.com
- Follow the Site C Twitter account: [@sitecproject](https://twitter.com/sitecproject)
- Call the toll-free project line: 1-877-217-0777
- Email the project team: sitec@bchydro.com

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Stories & Features

Mar 31 2017

Alert Bay's solar project saves energy costs, opens eyes



On the rainy central coast, a small town discovers power of the sun

The people of Alert Bay, B.C. have discovered that the rain and cool temperatures of B.C.'s central coast aren't barriers to solar power generation.

Photovoltaic panels now cover the roofs of five municipal buildings, and the locals can see just how much energy is being generated every time they visit the Village of Alert Bay's municipal office. Real-time and historical reporting of Alert Bay's solar generation is displayed on a monitor there.

"A lot of people question the output of a solar panel in an environment where we get more than our fair share of rain at times," says Jason Jackson. "Many people believe that panels may only work for three months [a year] and we know that's not true. On most days, including rainy days, the solar panels will continue to work."

Jackson is an energy systems designer with Haskel Energy Solutions, and he's been bombarded with questions about solar since Haskel installed Alert Bay's solar arrays, which are expected to provide enough electricity to cover most of their power needs for those five buildings. Combined with a switch to LED lighting on 23 oceanfront boardwalk lamp standards, the Village of about 440 people stands to trim its B.C. Hydro bills by about \$10,000 a year.

The questions Jackson gets come from a range of locals, from tech-savvy kids to long-time residents who have been thinking about solar power since the 1960s. One of the cool facts Jackson likes to toss out is that high temperatures aren't a friend of solar power. When the sun's out at full force, it generates more energy on a winter day in Alert Bay than it does in the 40 C heat of Arizona.

Another fact that surprises: It's easy to connect a home's solar generation system to the B.C. Hydro grid.

<https://www.bchydro.com/news/conservation/2017/alert-bay-solar.html>

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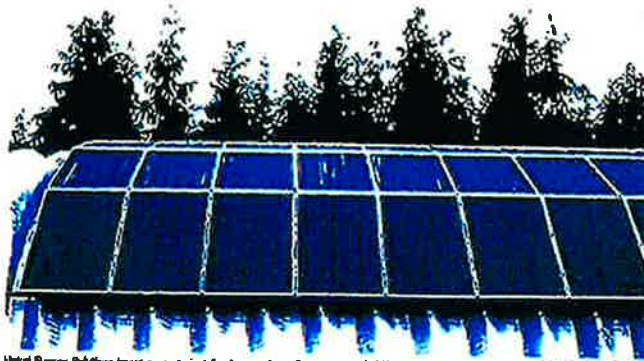
Alert Bay's solar project saves energy costs, opens eyes

"When the red tape was removed on the ... that changed things immediately," he says. "When I tell people about the process, they're really surprised. They actually expect kind of an uphill battle. They don't even know if it's legal, and there's maybe an assumption that it's going to cost them a bunch or that there's extra permitting requirements."

"When we tell them how easy it is, they feel great. They're so impressed, and we are as well."

There are now more than 900 BC Hydro customers connected to the BC Hydro grid through the net metering program, a dramatic increase from 2014, when there were less than 400 with the ability to sell electricity back to BC Hydro.

Most fishing lodges and outposts on the central coast of B.C. rely on diesel power, but Alert Bay got connected to the B.C. grid in 1948, when the Village incorporated and an underwater cable was installed from Vancouver Island to Cormorant Island, where Alert Bay is located. It's a remote place, a 35-minute ferry from the Vancouver Island community of Port McNeill, which is 190 km north of Nanaimo.



Alert Bay's Solar team found a way to install solar panels on the curved roof of Alert Bay's public works building. Photo by Sean Poirer.

Grant from Union of BC Municipalities made Alert Bay solar a reality

Alert Bay's solar project was made possible by a grant from the Union of BC Municipalities Gas Tax Agreement Strategic Priorities Fund. But solar wasn't the original plan for that funding.

A wind turbine was initially planned, but was then abandoned because it couldn't be constructed at the required height – it would have to be too high to co-exist with the small island's airport. Solar turned out to be Plan B. All an equipment and installation cost – 100% covered by the Strategic Priorities Fund – of about \$240,000.

The 78 kW of peak electrical output is generated by roof-top installations spread out over five sites, including the municipal office, fire hall, recycling facility and a mail-off on the government wharf. Maxia had to produce a couple custom installations, including panels attached to the curved roof of the culvert-like public works facility.

Alert Bay chief administrative officer Justin Beadle says the \$5,000 estimate in annual energy savings from the solar power is a conservative figure. Since the solar arrays began operating three months ago, the winter-time generation levels have often exceeded expectations, and Beadle is excited about seeing increased generation in the spring and summer.

"I'm inclined to think that we're going to see far higher cost savings than what our conservative projections have shown," says Beadle.

Even if the solar power saves \$5,000 and the LEDs another \$5,000, those savings will be significant to a town that generates just \$250,000 in annual municipal tax revenue.

On a recent Friday, the Village office required 47 kWh of power from the BC Hydro electrical system. A day later, with the office closed, the solar array sent 25 kWh back to the grid, and a day later – on sunny Sunday – the solar array sent 48 kWh back to the BC Hydro grid.

Beadle says Alert Bay's solar project isn't just a proof of concept being watched closely by other communities in B.C. He's getting calls from all over the world, which is paying off in some valuable marketing for a place unknown to most and thirsty for economic development.

"It was sort of on a whim that we came up to Alert Bay one summer a few years ago," says the former Victoria resident, recalling his first trip there in 2013. "Five minutes off the boat and we loved it. We had to find a way to live here."

"Yesterday morning, I was sitting on the couch before work and I was just an orca parade past the front of our house. There were four or five groups of between probably five and six orca in each. And in addition to that we got the humpbacks, the minkees, the octopus and the sea lions. And two grizzly bears last year. It's a real cool place to be."

<https://www.bchydro.com/news/conversation/2017/alert-bay-solar.html>

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Location of the Hakaal Field Station, an archaeology and marine conservation research facility, is shown on this aerial view of Calvert Island. The operation used as much as 500 litres of diesel fuel per day until solar generators were installed and took over the lion's share of electricity generation in 2010. Photo by Keith Holmes

Grandson of former BC Hydro worker helps take solar to the remote coast

A product of Prince George whose grandfather worked for BC Hydro, Jackson wound up working for Hakaal after moving to Vancouver Island and then joining a pioneering quest to help the central coast wean itself off costly, carbon-emitting diesel.

For years a settlement on stunning Calvert Island had been the site of an exclusive resort, struggled financially in large part because of the enormous cost of powering lodging and other facilities with diesel. Then B.C. philanthropist Eric Peterson bought the land and buildings in 2009 to set up the Hakaal Institute, a research facility (archaeology, marine conservation) adjacent to the island's marine preserve.

"Exclusive reliance on diesel power wasn't acceptable to [Peterson]," says Jackson. "He understood the risks he was taking with the new technology, but he said 'Let's build something proper here, something innovative.'"

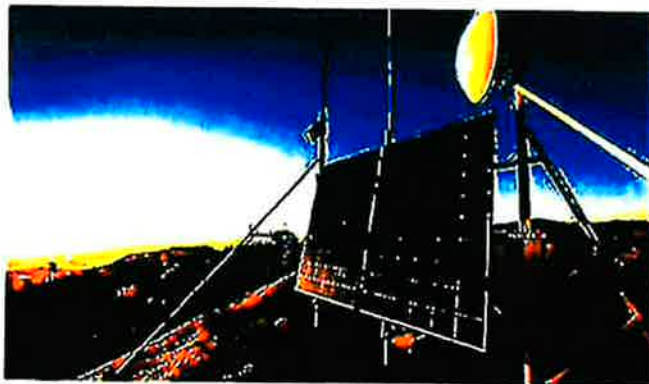
Up until 2010, the site burned as much as 500 litres of diesel fuel per day. By 2011, solar power had reduced the need for diesel to 100 litres or less, and what became known as Hakaal Energy Solutions had a proof of concept they immediately pitched to other remote, off-grid locations along the coast.

Hakaal's projects since include solar arrays at False Bay School on Lasquet Island and Klaskan Community School at Klemtu, which is located north of Bella Bella.

"There are diesel electric generators in every nook and cranny all the way down the coast, with barges of diesel being shipped up and down on a constant basis to keep these places running," he says. "We've helped people convert to solar on islands, including sportfishing facilities, where operating off-grid with diesel can have enormous costs of hundreds, even thousands of dollars a day. We're really interested in those projects because they can be very challenging."

The big growth in recent years has been in projects such as Alert Bay's that are tied to the electrical grid through BC Hydro's net metering program. And he expects to be involved in several residential projects in Alert Bay as a result of the municipal initiative.

"Everybody watches their energy bills and wants to do something about them," he says. "A lot of people here are well educated about the environment, and they want to participate in power generation."



Solar-powered weather station on Mount Ruxton near the Calvert Island Field Station. Photo by Grant Callagren

<https://www.bchydro.com/news/conservation/2017/alert-bay-solar.html>

4/6/2017

Alert Bay's solar project saves energy costs, opens eyes

Panel costs continue to drop, and systems are getting smarter

Helping enable the move to solar power is the ease of connecting to the grid and the steady drop in purchase price for solar panels. Jackson says that while panels come with a "typical product warranty" of 10 years, most carry a power production output warranty of 20 or 25 years. And he's confident that systems will last 30 years or more before requiring panel replacement.

It's also getting easier to monitor the degradation of panels over time, as there are now solar inverter systems that can monitor energy generation down to the individual panel.

See Hikal Energy Solutions' video on the Alert Bay project

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Northern Health launching a new way to register, after-hours

Northern Health is implementing a new method for after-hours patient registration across the region following a successful pilot project.

At most NH facilities, after-hours registration of patients is done by clinical (nursing) staff after they have medically assessed, or triaged, the patient. The only facility that offers 24/7 in-person patient registration staffed by registration clerks is the University Hospital of Northern BC (UHNBC) in Prince George.

Beginning in April 2017, after-hours patients at 10 NH facilities will register using technology that automatically connects with trained NH registration clerks at a central office within UHNBC. During remote registration hours, patients will continue to be medically assessed by clinical staff when they arrive at their local hospital. Patients will then be directed to the after-hours remote registration video phone for their registration process.

"Northern Health is committed to seeking creative and practical solutions for improving services through innovation," said Jeff Hunter, NH Chief Information Officer. "The remote registration system's use of technology provides a personal and efficient registration service to our patients, while allowing our clinical staff to focus on patient care."

The technology allows the registration clerk to see the patient, and relevant identification such as a BC Services Card, minimizing the potential for registration errors or omissions. In cases where a patient is unable to self-register, a designated person who has patient information such as a family member can complete the registration process for the patient.

The pilot project for after-hours remote patient registration was conducted in May and June 2015 at eight NH facilities across the region. During that time, nearly 27,000 emergency department patients were registered via the remote system.

A further 12 Northern Health sites will join the remote registration system in May and June 2017.

Remote registration implementation timelines:

April 2017

- Bulkley Valley District Hospital, Smithers
- Dawson Creek and District Hospital
- Fort Nelson General Hospital
- GR Baker Hospital, Quesnel
- Houston Health Centre
- Kitimat General Hospital and Health Centre
- Lakes District Hospital and Health Centre, Burns Lake

- McBride and District Hospital
- Valemount Community Health Centre
- Wrinch Memorial Hospital, Hazelton

May-June 2017

- Chetwynd Hospital and Health Centre
- Fort St. John Hospital
- Haida Gwaii Hospital and Health Centre – Xaayda Gwaay Ngaaysdli Naay
- Mackenzie and District Hospital and Health Centre
- Mills Memorial Hospital, Terrace
- Northern Haida Gwaii Hospital and Health Centre, Masset
- Prince Rupert Regional Hospital
- St. John Hospital, Vanderhoof
- Stewart Health Centre
- Stikine Health Centre
- Stuart Lake Hospital, Fort St. James
- Tumbler Ridge Community Health Centre

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