



DISTRICT OF HUDSON'S HOPE AGENDA

Council Chambers

Monday September 11, 2017 at 6:00 PM

1. **Call to Order:**
2. **Delegations:**
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 August 28th, 2017 Regular Council Meeting Page 1
7. **Business Arising From the Minutes:**
8. **Staff Reports:**
 - SR1 CAO Action and Other Updates Page 6
 - SR2 Protective Services Update Page 16
 - SR3 Road Use Permits Page 23
 - SR4 Arena Floor Page 49
9. **Committee Meeting Reports:**
10. **Bylaws:**
11. **Correspondence**
 - C1 Wildfire Grant Program Meeting Page 51
 - C2 UBCM news letter Page 57
 - C3 Airport Privatization Page 58
12. **Reports by Mayor & Council on Meetings and Liaison Responsibilities**

13. Old Business:

14. Public Inquiries:

15. Adjournment:



REGULAR COUNCIL MEETING
August 28, 2017
6:00 P.M.
MUNICIPAL HALL COUNCIL CHAMBERS

Present: Council: Councillor Dave Heiberg
Councillor Heather Middleton
Councillor Kelly Miller
Councillor Nicole Gilliss
Councillor Travous Quibell

Absent: Mayor Gwen Johansson
Councillor Caroline Beam

Staff: CAO, Tom Matus
Director of Protective Services, Robert Norton
Bylaw Officer/Safety Officer, Wallace Roach
Corporate Officer, Tammy McKeown

Other:

1. **CALL TO ORDER:**
The meeting called to order at 6:00 p.m. with Councillor Dave Heiberg presiding.
2. **DELEGATIONS:**
3. **NOTICE OF NEW BUSINESS:**

Mayors Additions: CR1
Councillors Additions:
Staff Additions: OB1, C4
4. **ADOPTION OF AGENDA AS AMENDED BY CONSENSUS:**
5. **DECLARATION OF CONFLICT OF INTEREST:**
Councillor Gilliss declared a conflict of interest with the Official Community Plan Amendment bylaw 888 and the Zoning Amendment Bylaw 889
6. **ADOPTION OF MINUTES:**

M1 **August 14th, 2017 Regular Council Meeting** **0550-01**
Correction: CR1- change love to lost
RESOLUTION NO.172/17
M/S Councillors Miller/Quibell
That
"The minutes of the August 14th, 2017 Regular Council Meeting be adopted as amended."
CARRIED

7. **BUSINESS ARISING OUT OF THE MINUTES:** **5400-01**
OB1- Road Wash Out Near Ardill's Ranch
- E-mail had been received stating that the section was being worked on, expect 20 minute delays.
 - Mayor Johansson has been briefed in regard to the recent accident caused by the wash-out and will be bringing it the meeting with the Ministry of Transportation.
8. **PUBLIC HEARING** **3900-02**
Councillor Gilliss left the meeting at 6:04pm **6480-01**
3360-01
- Councillor Dave Heiberg read the Public Hearing opening statement and declared the hearing open.
 - CAO, Tom Matus provided a synopsis of the Bylaws open for discussion at the meeting
 - No members of public were present and no written submissions were received.
 - Councillor Heiberg declared the Public Hearing closed at 6:08pm
- Councillor Gilliss returned to the meeting at 6:08pm
9. **STAFF REPORTS:**
- SR1 **CAO Report- Action and other Updates** **0110-01**
- **Remedial Action Requirement**
 - Will need to be a separate line item in the budget
 - Director of Public Works and Safety/Bylaw Enforcement Officer directed to prepare speaking notes.
 - **Valve Replacement Project Report** **5600-01**
 - Valves will be completed prior to paving **0810-20**
 - **Arena**
 - Need to change out the showers due to leakage issue
 - Attempting to have them completed prior to season start.
 - Will send quote to Council for electronic vote **1855-01**
 - **Multi-Use Trail Project**
 - Grant is to be used for marking of trails, creating tourism pamphlets, maps of trail systems **2240-01**
 - **Road Use Agreements/Road Haul Permits** **5400-01**
 - Draft Agreement will be brought to Council at the next meeting.
 - **Director of Public Works Position** **2790-01**
 - Hoping to hear from candidate by Tuesday, August 29.
- SR2 **Northern Development Initiative Trust (NDIT)** **1855-01**
0230-20
0810-01
- Discussion in regard to using the money received from NDIT for the Community Hall to purchase additional solar panels and install them on the museum
 - It was previously determined that the \$30,000 budgeted amount for the repairs to the Community Hall were to be used to create a new reserve fund to beginning saving for a new Community Hall.
 - Discussion in regard to the funding that is in place for the solar project.
 - Funding is only for the installation of the solar panels, the request presented to Council was for funding to cover the

structural integrity study that may be needed at the museum.

- If panels are installed on the new building a structural integrity study would not be required.
- Quote, for the solar installation at the museum, from Peace Energy Cooperative to be brought back to Council.
- Staff directed to follow up with Integrity in regard to the quotes for the Community Hall replacement.
- Councillor Middleton to bring information package to next meeting in regard to Community Hall.

SR3 Youth Councillor (YC) Policy 0340-50

- Discussion in regard to number of meetings YC can miss prior to being disqualified, how YC is chosen and the rules around attendance.
 - Director of Protective Services explained the Junior Fire Fighters selection process.
 - Discussion in regard to additional duties for YC.
 - CAO and Councillor's Heiberg, Gilliss and Beam to meet to discuss YC Policy and possible Liaison Councillor Policy.
- Tabled until after CAO and Councillors meeting

10. COMMITTEE MEETING REPORTS:

11. BYLAWS:

B1 Safe Premises Bylaw 3900-02

RESOLUTION NO.173/17

2640-01

M/S Councillors Middleton/Miller

That

"Council adopt the "Hudson's Hope Safe Premises Bylaw No. 890, 2017"."

CARRIED

B2 Official Community Plan Amendment bylaw 888 3900-02

B3 Zoning Amendment Bylaw 889 6480-01

Councillor Gilliss left the meeting at 6:59pm

3360-01

RESOLUTION NO.174/17

M/S Councillors Quibell/Miller

That:

"Council approve Third Reading and adopt the "District of Hudson's Hope Official Community Plan Amendment Bylaw No. 888, 2017"";

And That:

"Council approve Third Reading and adopt the "District of Hudson's Hope Zoning Amendment Bylaw No. 889, 2017"."

CARRIED

Councillor Gilliss returned to the meeting at 7:02pm

12. CORRESPONDENCE:

C1 Batch 9 Coal Licence Applications 4320-01
For Information

C2 Site C –BCUC process 6660-20
For Information

- C3 **CEPA's 2017 UBCM Reception** **0400-01**
Staff directed to register the four Councillors who are attending UBCM
- C4 **Cops for Cancer** **0230-01**
RESOLUTION NO.174/17
M/S Councillors Quibell/Middleton
That
"Council approve the use of the District of Hudson's Hope Community Hall, at no charge, by the Hudson's Hope RCMP for the Cops for Cancer tour.
CARRIED
13. **REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES**
- CR1 **Letter to BC Utilities Commission** **6660-20**
• Discussion in regard to content of letter.
• Remove last three sentences.
• Remove statement in regard to big dams
RESOLUTION NO.175/17
M/S Councillors Gilliss/Miller
That
"Council to submit letter of submission to BC Utilities Enquiries Respecting Site C, as amended.
CARRIED
14. **OLD BUSINESS:**
- OB1 **Pioneer Cemetery** **4100-01**
• Discussion in regard to budget for cemeteries
• Work-bee should still be planned
- OB2 **Ministry of Energy Meeting** **0400-20**
• Mayor Johansson attempted multiple times to set up a meeting with the Ministry when they were visiting the area.
• Ministry met with all surrounding communities except for Hudson's Hope.
15. **NEW BUSINESS:**
16. **PUBLIC INQUIRIES:**
17. **ADJOURNMENT:**
RESOLUTION NO.176/17
M/S Councillors Quibell/Gilliss
That
"The meeting move into In-Camera."
CARRIED
Meeting recessed at 7:27pm
Mayor Johansson declared the meeting adjourned at 7:58pm

DIARY

Conventions/Conferences/Holidays

Beryl Prairie Septic Field

Grant Writer Program Sponsorship-September

Water and Tax Rates comparison

NDIT Community Halls and Recreation Facilities Program-

-to be brought forward at Strategic Planning Meeting

Diarized

07/25/16

04/10/17

06/26/17

08/14/17

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: September 11, 2017

FROM: Tom Matus, CAO

Staff Anticipated Travel:

OAI: LGMA Administrative Professionals Conference, Richmond September 20th – 22nd

CAO: Peace River Agreement Partnership (old Fair Share) Committee Meeting, Vancouver September 25th

CO: MATI® Community Planning- West Kelowna (confirmed) October 1st – 6th;
CO: 2017 Clerks & Corporate Officers Forum, Victoria October 11th – 13th;
CO: EMRG 1331 & 1332 Courses, Prince George October 24th – 29th.

Valve Replacement Project Report

DPW Staff had requested amending the needed valves from 14 valves to 16 valves due to the Library location requiring three valves as opposed to one valve. It has since been determined that 2 curb stops are required as opposed to two valves. Hence we have reduced the total number of required valves to 14 from 16.

Valve locations: _____ Project Status: _____

4	Kyllo and Beattie	
4	Water Treatment Plant:	
2	Fredette & Montieth streets:	valve install complete, paving to do.
1	Holland & Beattie Drive	

Valve and fire hydrant locations:

1@	Jones Crescent;	
1@	Library on Dudley Drive	valve install complete, paving to do.
1@	Bach residence on Dudley Drive	

Total: 14 valves, 3 fire hydrants.

Wastewater Facility Upgrade

Reports are attached

Atkinson Subdivision

Reports are attached

Solar Array

Reports have been sent via email; hard copies can be provided upon request.

Water Sewer Rates

As discussed at the previous meeting, the "Wtr & Swr Rates Review" Excel file has been previously provided to Council for it's perusal and action.

Pool Turf

Scheduled install date for September 19th.

Pool Boiler

Energetic has installed the boiler for the pool.

Asphalting:

Dudley Drive has been grinded for preparation for asphalting which will occur once all the valves have been installed. Contractor seems to be moving with caution.

Multi-Use Trail Project

District of Hudson's Hope has been awarded grant funding for this project in the amount of \$25,400.00, 100% funded. A Letter of Agreement has been signed in order to process these payments.

Road Use Agreements/Road Haul Permits

I have compiled some good information from Alberta in the form of a Road Use Agreement (RUA) which the County of Leduc uses, and informative documents. I am going to edit/amend the RUA for our use and check with the Acts to ensure we have the authority to implement such road/hauling agreements on District of Hudson's Hope owned road right of ways. Should have either a report or request for decision for the next Regular Council meeting.

Director of Public Works Position

Was to hear back from the preferred candidate on Monday or Tuesday as to whether we will enter into employment agreement negotiations.

Grant Writing

We pay \$10,500 to the NPEDC and are returned \$8,000 if the total amount of annual grant applications submitted is \$200,000 or more.

One idea, contracting a grant writer whereby we pay the grant writer a fee only on successful grant applications. We could pay a percentage fee of the amount of the grant up to a maximum fee. We could work on the percentage amount and maximum fee in relation to the grant amount.

Or the PRRD could create a position for a Grant Writer (or two) and all the municipalities in the PRRD share the cost of this position, similar to the Building Inspector position.



Tom Matus, CAO



WEEKLY PROGRESS REPORT

JOB NO.: 0664.0039.03

PROJECT: Wastewater Treatment Plant Upgrades

WEEK ENDING: August 24, 2017

LOCATION: Hudson's Hope, BC

COMPLETION DATE: November 1, 2017

OWNER: District of Hudson's Hope

CONTRACTOR: Bear Mountain Construction

WEATHER: Sunny, 27°C

ENGINEERING: (CLIENT DIRECTIVES, DESIGN CHANGES, TESTS, INSTRUCTIONS, ETC.)

PVC discharge piping into rapid infiltration basins should be glued together. Contractor directed of this change.

CONTRACTOR: (INCLUDE MEN & EQUIPMENT, WORK PERFORMED, AREAS OF WORK, ETC.)

Workers: 9

Equipment: 2 Excavators, Backhoe, 2 steel drum rollers, rock truck, bulldozer, forklift, 2 dump trucks, small plate tamper

Berm work on the all berms surrounding the rapid infiltration basins (and separating from Cell #4) is continuing. The berms have been shaped to the appropriate side slopes and width. Cell #4 is continuing to be excavated to provide material for these berms.

Pipework along the northeast berm of Cell #4 between sanitary manhole 4 and control structure 1 has been bedded, and backfilling continuing.

GENERAL COMMENTS: (DISCUSS PROGRESS, QUALITY OF WORK, DISCUSSIONS, MEETINGS, ETC.)

Compaction along the berms is reaching compaction requirements. Golder was on-site to look at the compaction along recent lifts. The Contractor has been watering the berms during compaction. There were more people on-site this week than previously, and work is progressing at a faster rate since this has happened.

CHANGE DIRECTIVE: (GIVE DETAIL OF EXTRA WORK AUTHORIZED)

None

BUDGET SUMMARY:

Original Contract Value	\$2,426,745.00
Contingency in Original Contract	\$100,000
Changes to Contract Value	\$0.00
Total Expected Contract Costs (with contingency)	\$2,426,745.00
Payments	\$266,400.00
Amount Remaining to be Paid	\$2,160,345.00

No changes to the budget this week.

UPCOMING WORK:

Next week the contractor will be finishing the berms in the rapid infiltration basins, and continuing to complete sanitary PVC piping along the northeastern berms of Cell 1, 2 and 4.

DISTRIBUTION: Tom Matus, District of Hudson's Hope

Eric Sears, Urban Systems

DATE: 2017-08-24

Kimberly Zackodnik

USL FIELD REPRESENTATIVE





WEEKLY PROGRESS REPORT

JOB NO.: 0664.0039.03

PROJECT: Wastewater Treatment Plant Upgrades

WEEK ENDING: August 31, 2017

LOCATION: Hudson's Hope, BC

COMPLETION DATE: November 1, 2017

OWNER: District of Hudson's Hope

CONTRACTOR: Bear Mountain Construction

WEATHER: Partly Cloudy – Sunny/Windy, 18-25°C

ENGINEERING: (CLIENT DIRECTIVES, DESIGN CHANGES, TESTS, INSTRUCTIONS, ETC.)

CONTRACTOR: (INCLUDE MEN & EQUIPMENT, WORK PERFORMED, AREAS OF WORK, ETC.)

Workers: 7-8

Equipment: 2 Excavators, 2 steel drum rollers, rock truck, bulldozer, forklift, 2 dump trucks, small plate tamper, remote control sheep's foot packer

Berm work on the all berms surrounding the rapid infiltration basins (and separating from Cell #4) is continuing. The berms have been shaped to the appropriate side slopes and width. Sand has begun to be placed in the bottom of the rapid infiltration basins. Cell #4 is continuing to be excavated to provide material for these berms.

Pipework along the northeast berm of Cell #3 between control structure 1 and sanitary manhole 3 has been started. They have bedded and backfilled up to the horizontal realignment (45 degree bends). They have started excavating a trench for the remainder of the pipe.

Both Control Structure #1 and Control Structure #2 were poured with concrete on Wednesday, August 30.

GENERAL COMMENTS: (DISCUSS PROGRESS, QUALITY OF WORK, DISCUSSIONS, MEETINGS, ETC.)

The Contractor confirmed the base elevations in manholes 4,5 and 6 to be at the correct (and flat) elevations.

The transition couplers from stainless steel to PVC out of the control chambers installed are not an approved or acceptable product. The Contractor was alerted, and the corrected couplers have been ordered and will replace the installed couplers. The two 45 degree bends in the sanitary line from manhole 3 to the control structure were not restrained or solvent welded as per the contract drawings. The Contractor was notified of this, and requested to correct this deficiency. Pictures or in-person inspection required prior to backfill.

CHANGE DIRECTIVE: (GIVE DETAIL OF EXTRA WORK AUTHORIZED)

None

BUDGET SUMMARY:

Original Contract Value	\$2,426,745.00
Contingency in Original Contract	\$100,000
Changes to Contract Value	\$0.00
Total Expected Contract Costs (with contingency)	\$2,426,745.00
Payments	\$266,400.00
Amount Remaining to be Paid	\$2,160,345.00

No changes to the budget this week.

UPCOMING WORK:

Next week the contractor will be finishing the berms in the rapid infiltration basins and excavation Cell #4. They will be starting on the excavation of Cell #1 and using the material for the berms in those locations. They will be continuing to complete sanitary PVC piping along the northeastern berms of Cell 1, 2 and 4.

DISTRIBUTION: Tom Matus, District of Hudson's Hope
Eric Sears, Urban Systems

DATE: 2017-08-31
Kimberly Zackodnik
USL FIELD REPRESENTATIVE





WEEKLY PROGRESS REPORT

JOB NO.: 0664.0039.03

PROJECT: Wastewater Treatment Plant Upgrades

WEEK ENDING: August 31, 2017

LOCATION: Hudson's Hope, BC

COMPLETION DATE: November 1, 2017

OWNER: District of Hudson's Hope

CONTRACTOR: Bear Mountain Construction

WEATHER: Sunny, Smoky, 30°C

ENGINEERING: (CLIENT DIRECTIVES, DESIGN CHANGES, TESTS, INSTRUCTIONS, ETC.)

The Contractor requested to use thrust blocks to restrain the 45 degree bends on the sanitary line between manhole S3 and control structure 1 instead of solvent welded fittings or mechanical restraints. This alternate was accepted.

CONTRACTOR: (INCLUDE MEN & EQUIPMENT, WORK PERFORMED, AREAS OF WORK, ETC.)

Workers: 12

Equipment: 2 Excavators, 2 steel drum rollers (not active during site visit), rock truck, bulldozer, 1 dump trucks, small plate tamper, remote control sheep's foot packer

The berms for Cell #4 and the rapid infiltration basins have been continued to be built. There are one – two lifts remaining before these berms are at the design elevation. Cell #4 is excavated to the correct depth and the sides have been sloped as per the design, and compacted with a roller. The corners were being shaped Wednesday afternoon.

Piping between control structure 1 and sanitary manhole 3 has been placed, and partially backfilled with sand. The two 45 degree bends were restrained with a thrust block. Manhole 3 has been placed, but not backfilled, benched or sealed.

The correct couplers to transition from stainless steel to PVC were installed.

GENERAL COMMENTS: (DISCUSS PROGRESS, QUALITY OF WORK, DISCUSSIONS, MEETINGS, ETC.)

The sieve analysis results from the proposed coarse sand for the bottom of the rapid infiltration basins were received at the beginning of the week. It was determined that this sand was out of spec for what was required in the Contract and to meet the design maintenance purpose. The sand hauled to site, and spread in the rapid infiltration basin number 1 will need to be removed from the bottom of the cells. The Contractor was advised that an alternate sand would be required to be found. Alternatively, a credit for not installing the sand was discussed as a potential approach to construction of these basins.

A large portion of the earthworks for the project has been completed, however there is still a large portion of work to be completed prior to project completion.

CHANGE DIRECTIVE: (GIVE DETAIL OF EXTRA WORK AUTHORIZED)

None

BUDGET SUMMARY:

Original Contract Value	\$2,426,745.00
Contingency in Original Contract	\$100,000
Changes to Contract Value	\$0.00
Total Expected Contract Costs (with contingency)	\$2,426,745.00
Payments	\$821,966.31
Amount Remaining to be Paid	\$1,604,778.69

The Contractor has provided a claim for August. This estimated value has been included above, however it has not been paid or provided to the District for payment to date. This number will be confirmed in the next weekly update.

UPCOMING WORK:

Next week the contractor will be finishing the berms in the rapid infiltration basins and excavation Cell #4. They will be starting on the excavation of Cell #1 and using the material for the berms in those locations. They will be continuing to complete sanitary PVC piping along the northeastern berms of Cell 1, 2 and 4.

DISTRIBUTION: Tom Matus, District of Hudson's Hope
Eric Sears, Urban Systems

DATE: 2017-09-07
Kimberly Zackodnik
USL FIELD REPRESENTATIVE



Cell #4



Sand to be removed in RI Basin #4



Project: Hudson's Hope Atkinson Subdivision PD: Korey Roberts Date: Sep 01, 2017
Current Week – Tenders Out / In
Current – Construction Activities
<ul style="list-style-type: none"> • Hauling gravels on road A and B • Install Hydro/Telus crossings on road A • Valve excavation on Dudley drive • BC Hydro visited for inspection of crossings • DoHH visited site with BC Hydro to review the civil progress.
Upcoming Tenders
Next Week – Construction Activities
<ul style="list-style-type: none"> • Continue with valve replacements on Dudley drive. • Haul base rock for Boulevards. • Lay down final crush in preparation of curbs. • Chlorinate loop to Arena road. • Schedule to shut down of water main for tie-ins • Schedule with Northern Geo for base gravel compaction testing on September 6th • Arrange a site visit with AQAT, LNB Construction and L&M Engineering to review the civil progress (September 8th at 1pm)
Pending Issues (Site, City, Neighbours, Etc.)
<ul style="list-style-type: none"> • Waiting for confirmation from Telus to terminate their overhead lines • The delay in issuance of utility IFC's (Hydro, Telus) has delayed shallow utility and associated road preparation (sub-base could not commence until crossing locations were finalized). This delay has pushed total completion from 15-Sept to 30-Sept • The civil contractor, LNB, is claiming an increase in fill quantity required to achieve subgrade elevation (estimated 3,000m³ vs. 1,420m³ allowed for in the contract). This claim is being reviewed with the civil consultant. • The civil contractor, LNB, is claiming an additional 30m of waterline is required for the Arena Road watermain loop (design showed connection point at Dudley Drive, as-built location is ~30m north of this location). This claim is being reviewed with the civil consultant.
Personnel on Site

<p>Sub-contractors on site:</p> <ul style="list-style-type: none"> • LNB Construction – 5 • P&L venture trucking – 2 <p>Safety:</p> <ul style="list-style-type: none"> • Zero lost time injuries reported on site to date. • 0 First Aids this week. • Install safety signage as required. • SWP, pre job hazard assessments collected from contractors and are reviewed by Omicron prior to start of work • Twice daily safety inspections being completed every day.
Project – Wide Issues (Beyond Construction)
<ul style="list-style-type: none"> • N/A
Financial Summary
<ul style="list-style-type: none"> • Total commitment to date: \$1,855,976 • Forecast Final Cost: \$2,133,096 • Projected Variance from Atkinson Funds (including lot sale): (\$66,904)
Schedule Summary
<ul style="list-style-type: none"> • Shallow Utilities: complete September 22nd • District Valve Replacement (separate contract): Complete September 13th • Curbs and Paving: mid to late September • Landscaping: Late September

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
SUBJECT: Protective Services Update
DATE: 11 September 2017
FROM: Robert Norton, Director of Protective Services

INFORMATION:

This report is a synopsis of the activities of the various branches of the Protective Services Division.

Fire Department

Fire dispatch services will be transitioning from Fort St. John Fire Department to North Island 911 (NI911) around the November 2017 timeframe. To facilitate this transfer of services Hudson's Hope Fire Rescue (HHFR) has undertaken a number of efforts to ensure that the information provided to the new dispatch provider is up to date and accurate.

These efforts include ensuring all civic address mapping for the District is accurate and accessible, defining response levels for various calls for service, as well as working with NI911 to ensure that dispatchers are able to link geospatial data to locations which may be identified by callers using common local names rather than civic addresses.

NI911 continues to conduct site visits to the Peace Region to ensure that all communications technology is functioning properly, and will provide a seamless transition to the new location. The NI911 Technology Manager recently visited Hudson's Hope to become familiar with our equipment and ensure that all primary and back up communications systems were functioning properly.

Additional services will also be provided by NI911 including the provision of Mobile Computer Aided Dispatch (Mobile CAD). Mobile CAD will allow HHFR to operate mobile data terminals in response apparatus, and allow responders to access a variety of information including incident mapping, routing, fire preplans, as well as caller information provided to the dispatch operator. This update will also allow for GPS tracking of all responding vehicles which will provide greater situational awareness for incident commanders as well as improve responder safety.

Emergency Management

The Emergency Program Coordinators from the District of Hudson's Hope and the Peace River Regional District (PRRD) have been in discussions regarding the provision of mass notification capability for their respective areas, and after much research the PRRD has invited the provider of the Everbridge mass notification product to demonstrate to the local municipalities the features and benefits of this particular notification system.

This system would allow municipalities to reach large numbers of residents via a wide variety of communication means including voice call, text message, and email, and would provide a reliable and timely way to disseminate critical information during emergency events.

Once all interested municipalities have had the opportunity to evaluate the product, the PRRD intends to determine the level of interest, and proceed accordingly.


Members of the District Staff are completing emergency management courses including exercise design training, and emergency operations center training which will continue to improve upon our ability to prepare for, respond to, and recover from emergencies which may affect our District.

Bylaw

The Safety and Bylaw officer is currently working on 7 active files including the Remedial Action Requirement as issued by Council. Current work focuses on proactively addressing identified property deficiencies as well as dealing with formalized complaints from the public.

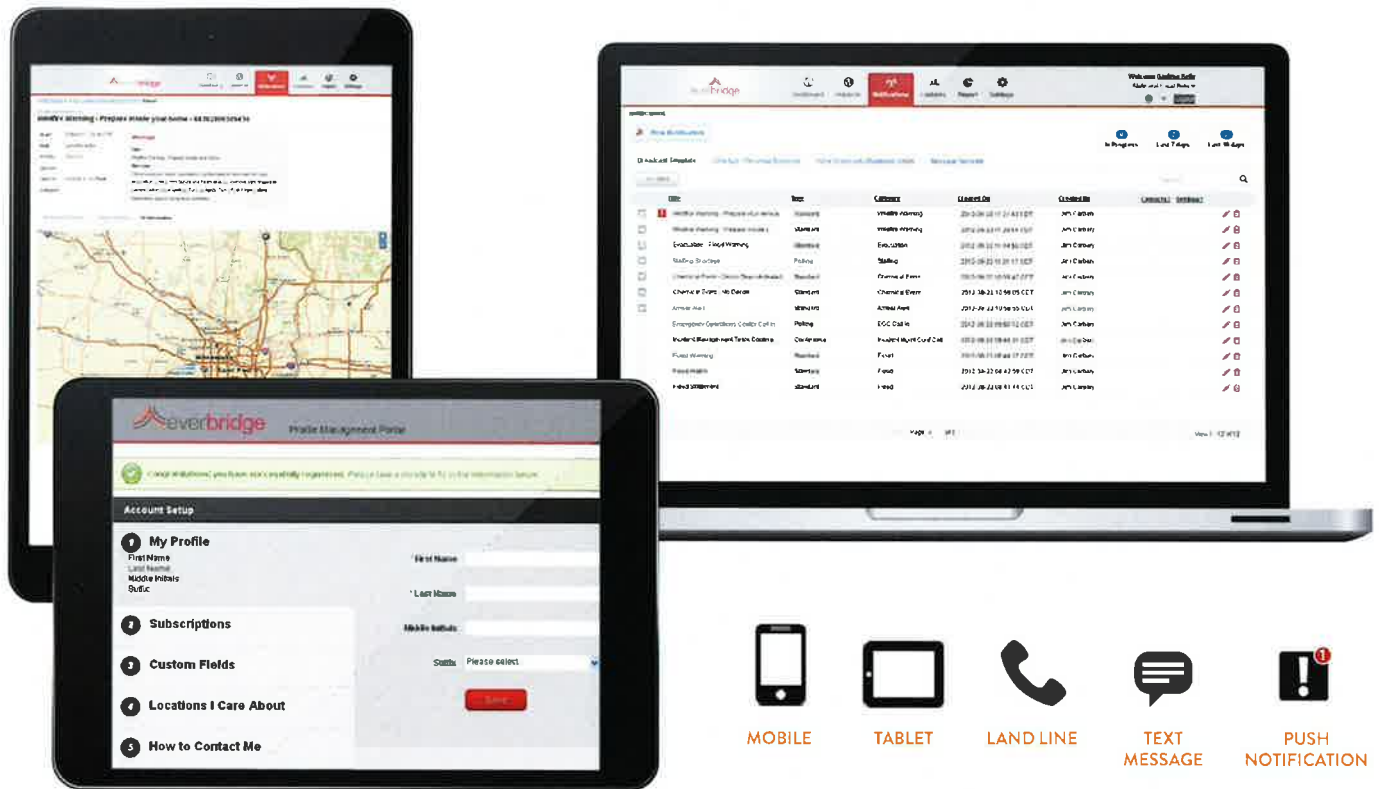
Several training sessions were coordinated with the Fort St John Bylaw Enforcement Supervisor who visited Hudson's Hope to instruct on bylaw best practices, review local policies and bylaws, and assist in the development of the bylaw services function within the District of Hudson's Hope. These training sessions have resulted in the identification of a number of bylaw work procedures and practices which need to be developed, and this work is ongoing.

The Safety and Bylaw officer and the Director of Protective Services attended a 2 day bylaw enforcement training program in Fort St. John. This program focused on conflict avoidance and disengagement, investigations, provincial legislation, case law, and officer safety. The training included two 8 hour training sessions plus pre-course online assignments.

A handwritten signature in blue ink, appearing to read 'Robert Norton', is written over a horizontal line.

Robert Norton, Director of Protective Services

MASS NOTIFICATION



KEEP KEY STAKEHOLDERS INFORMED WITH CONTEXTUALLY AWARE NOTIFICATIONS

Everbridge Mass Notification enables organizations to send notifications via 25+ contact paths to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification solution keeps your contacts informed before, during and after all events operational incidents, and emergencies. Everbridge Mass Notification features robust analytics, GIS capabilities, and flexible contact management. In addition, customers with global contacts can leverage a single access point to notify contacts and manage contact data across multiple distributed data stores — a unique “globally local” approach.

KEY DIFFERENTIATORS

- + Only one page notification process and one click sending
- + Only integrated GIS mapping with unified contact data
- + Only mobile management app with integrated GIS targeting
- + Only dedicated mobile recipient application with two-way communication



DS. Mass. Notification. 8.15.1

VISIT WWW.EVERBRIDGE.COM
CALL +1-818-230-9700

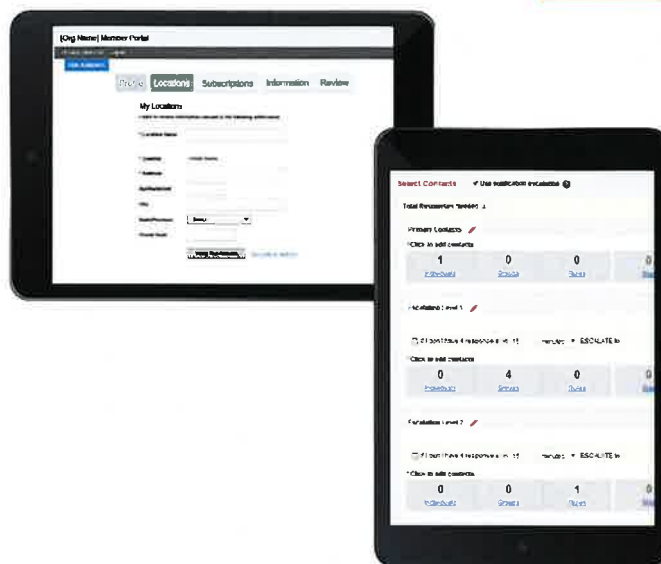


MASS NOTIFICATION



ANTICIPATE, TARGET, COMMUNICATE

- + Target the individual and not the device for intelligent, personalized message delivery.
- + Escalate notifications to ensure that the next person or group is notified if the first person or group doesn't respond.
- + Broadcast messages to virtually any communications device, with support for over 25 contact paths, including desktop alerts.
- + Build events for one-click sending during incidents. Set up notification templates with predetermined contact lists and pre-defined messages for faster communications in a crisis.
- + Resend notifications to recipients or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Configure rules based on your infrastructure's capacity with flexible call-throttling capabilities.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Automatically publish notifications to public websites, Intranets, internal systems, and social media.



GEO-INTELLIGENT TOOLS

- + Send messages to recipients in a specific geographic region (zip code, street address, radius from a specific point, or other attribute) with GISbased message targeting.
- + Specify targeted contact locations with userfriendly drawing tools, or even upload shape files from other applications for on-the-fly notifications.
- + Search for, view the locations of, and send alerts to specific contact types, including functional needs populations, fire districts, alert type subscribers, and more.
- + Use PrecisionGIS to upload and manage custom geo-coded contact addresses and also integrate custom maps for message targeting
- + Load, geo-code, and manage contact data within a single interface and in real-time.
- + Exclude specific contacts from targeted messaging, based on defined attributes, including location.



DS Mass Notification 8.15.1

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MASS NOTIFICATION



SIMPLE, INTUITIVE USER EXPERIENCE

- + Manage settings, limits, and defaults through a comprehensive and user-friendly administrator interface.
- + Import, organize and categorize contact data in a way that is meaningful to your organization.
- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Define role-based access controls for managing separate user and contact data.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores and groups from a single access point.
- + Include multiple groups and custom fields from internal systems to help with message targeting.
- + Set opt-in portals to either publicly available or private (invitation only) and allow contacts to opt-in, update, and manage their accounts - including contact information, locations they care about, alert preferences and more- through branded, customizable web-based portals.
- + Support accessibility guidelines - public and private portals are Section 508 compliant and include field-level view/read/write access controls.

GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Truly localize communication with multilingual text to-speech support.
- + Increase delivery success for notifications with local and regional routing.
- + Send notifications with customized caller ID's so that the number is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + Access, notify, and manage contacts stored in multiple, distributed data stores through a unified access point, making the location of data seamless to the user.
- + Meet the highest standards for regulatory requirements and handling of personally identifiable information worldwide, including encryption of data at rest, if needed.



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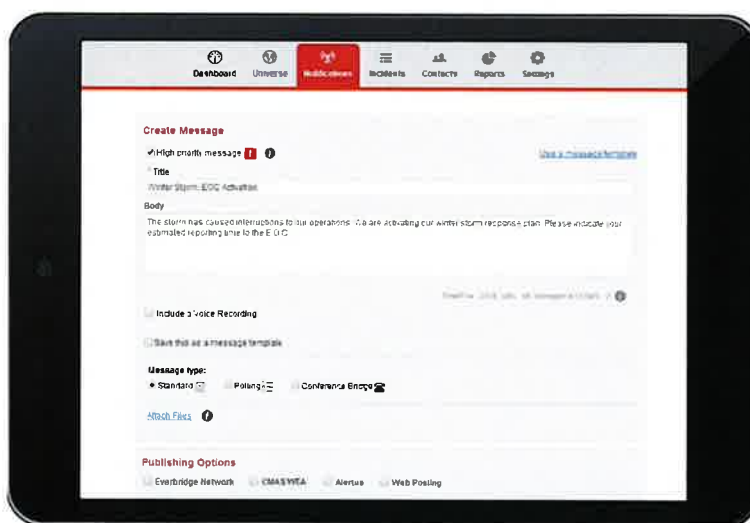


REPORT, ANALYZE, UNDERSTAND

- + Measure your communication program's effectiveness and continually improve its efficiency with robust analytics and reporting capabilities.
- + Make quick changes and improve results with powerful, accurate incident analyses in real-time.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed notification analysis (DNA) reports for better after-action reviews, continuous improvements, and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of the full desktop application to mobile devices everywhere, even under adverse network conditions.
- + Support multi-platform smart phones and tablets, including Apple® iOS and Android™ devices.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice polling question with up to nine different responses.



About Everbridge

Everbridge is a leading unified critical communications platform trusted by corporations and communities of all sizes that need to reach the right people for immediate action, collaboration, and decision-making. Connecting millions of people and internet-connected devices, the company provides reassurance that secure, compliant messages are delivered, locally and globally, received and responded to, no matter the recipient's location. Everbridge is based in Boston, Los Angeles, San Francisco, Beijing and London.

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



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THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johannson and Council
SUBJECT: Road Use Permits
DATE: August 22, 2017
FROM: Tom Matus, CAO

The following is to provide you with an overview of what a bylaw or policy will look like. No decisions are required as yet as bylaws and or policies need to be established.

In my experience, a road use permit can be issued for each truck that uses a road, alternatively a Road Use Agreement may be put in place with a company to allow for multiple hauls/uses of a road per day or multiple roads per day.

As well the Community Charter Act states, of which the yellow highlight refers to our purposes:

"highway" includes a street, road, lane, bridge, viaduct and any other way open to public use, other than a private right of way on private property;

Division 5 — Highways

Ownership and possession of highways

36 (1) In addition to its authority in relation to highways as a service, a council may, by bylaw, regulate and prohibit in relation to all uses of or involving a highway or part of a highway.

(2) The authority of a municipality in relation to highways under any provision of this Act is subject to the following:

(a) traffic and parking on highways may only be regulated or prohibited in accordance with the Motor Vehicle Act, except as expressly provided in this Act;

(b) authority in relation to traffic on Provincial arterial highways is subject to section 124 (13) of the Motor Vehicle Act;

(c) extraordinary traffic on Provincial arterial highways may only be regulated or prohibited by bylaw adopted with the approval of the minister responsible for the Transportation Act;

(d) the restrictions established by the South Coast British Columbia Transportation Authority Act;

(e) authority in relation to all electrical transmission and distribution facilities and works that are on, over, under, along or across a highway is subject to the Utilities Commission Act and to all orders, certificates and approvals issued, granted or given under that Act.

(3) Authority in relation to highways that is provided to a municipality under this or another Act includes the power to restrict the common law right of passage by the public over a highway that is vested in the municipality, if this restriction is necessary to the exercise of the authority.

And

Agreements respecting compensation for extraordinary traffic

42 If a municipal bylaw regulates or prohibits extraordinary traffic on a highway other than an arterial highway, the council may enter into an agreement with a person who is subject to the bylaw that provides

(a) for the payment of reasonable compensation to the municipality for the damage to the highway or the resulting expense to the municipality that may be caused by the extraordinary traffic, and

(b) that, so long as the person is in compliance with the agreement, the person is not subject to the bylaw, or specified provisions of the bylaw, in relation to that traffic.

So, we do have the authority to enact by bylaw the use of our roads. I have been requesting from a few communities if they have bylaws and or policies in this regard and so far, have not been successful. I will call the LGA and LGMA to see if they can assist me. We will achieve our goal in developing the required bylaw to govern road ban limits, road use agreements, road use permits, temporary road closures etc. to protect our roads. I may borrow the County of Leduc's

In regard to facilitating a road permitting scheme I gleaned the following statements from the County of Leduc, Alberta, from their municipal website, following are examples of permit uses.

1 overweight vehicles:

a. Overweight permits

An overweight permit is required anytime an individual is requesting to move a load that is above the maximum allowable weight on a local district road within Leduc County. It is up to each vehicle operator to determine what amount you are provincially permitted to carry and advise Leduc County if you need to use any roads within the area including those in the Nisku Industrial Business Park.

You must have your Government of Alberta permit in place before you apply for a permit.

2 Road bans: determine the legal limit of the road haul-capacity:

a. Road bans are applied annually by Leduc County in an effort to protect Leduc County road infrastructure when it is at its weakest. Each spring, local roads in Leduc County may be banned at a reduced axle weight. These bans will be posted in a *Vehicle Axle Weight Order*. Generally, bans are lifted depending on weather conditions throughout late May or early June.

b. All roads that have a cold-mix surface located in any subdivision in Leduc County are banned at 75 per cent throughout the year. If you require a permit to haul above the posted legal limit please call RoaData at 1-888-444-9288 to arrange for a special permit. This permit may be subject to approval based on weather conditions and review with the public works area foreman.

3 Road Use Agreements

a. Road infrastructure in Leduc County is intended for public use and Leduc County recognizes that business and industry rely upon road infrastructure. At times, demands placed upon roads by truck traffic often exceed the capacity of the roads, which can damage the roadway and render it unsafe.

b. Leduc County's Road Use Agreements Policy is aimed at preserving road infrastructure while minimizing publicly-funded maintenance costs and protecting the safety of all road users. Prior to undertaking any business, operation, activity or development which may require multiple loads per day, a landowner,

contractor or hauler must successfully enter into a Road Use Agreement with Leduc County.

I have attached the Road Use Agreement which was developed by the County of Leduc.

5 Application process

Once the completed application form is received by Leduc County, a bond amount will be determined. Before any permits are issued, Leduc County must receive the bonding in the form of a certified cheque, line of credit or bond. The individual who puts up the bond will be held responsible should any damages occur.

Note: whenever fill material is being hauled in or out of Leduc County, applicants must contact Leduc County's Planning and Development department to determine the need for a development permit. Applicants will be required to provide the development permit number when applying for a Road Use Agreement permit.

Once the haul is complete, the applicant must contact the road use coordinator to request a post-haul inspection.

No Truck Route bylaw

In addition to road bans, Leduc County has a No Truck Route bylaw, which prohibits trucks from travelling on designated portions of roadway in an effort to preserve and protect road infrastructure. View the bylaw for a list of roadways covered in the bylaw, or view the No Truck Route bylaw map. The bylaw does not apply to trucks travelling to or from premises which are located along a designated route, or a truck operated by or under hire by Leduc County for snow removal, road building/maintenance or maintenance of county property.

We may need to determine, possibly scientifically what haul loads our gravel roads can bear, as damage is done to gravel roads just as damage can be done to paved roads.

We should be able to ascertain the newly paved roads load bearing capacity as the paving company should be able to determine this.

I have requested bylaws and policies governing road usage from the County of Leduc and hope and have attached them to this report.

TransCanada Pipeline

I have also broached this subject with Dave Kmet of TransCanada Pipeline re the NMML and PRGT piping on Drew Road and road use agreements and he appreciates our concerns, I suspect we will be able to work out a road use agreement.



Tom Matus, CAO

LEDUC COUNTY

ORDER BY THE VEHICLE AXLE WEIGHT COMMITTEE

ORDER NO. L.S. 158 DEFINING THE MAXIMUM ALLOWABLE WEIGHTS PERMITTED ON LOCAL ROADS

Pursuant to the authority granted under the provisions of By-Law No. 13-14, or as amended from time to time, the Vehicle Axle Weight Committee orders that effective **8:00 a.m., June 1, 2017** the following maximum allowable weights will be permitted on local roads in Leduc County:

DESCRIPTION

PERCENTAGE- AXLE WEIGHTS

Gravel Surfaced

Range Road 32 South of Highway 616 to the County border	75%
Range Road 33 South of Highway 616 to the County border	75%
Township Road 474 between Range Road 32 and Range Road 33	75%
All Roads within Hamlets	75%
All local gravel surfaced roads	100%
All roads within Nisku Industrial Business Park	100%

Pavement Surfaced

All Internal Subdivision Roads	75%
All Roads within Hamlets (including New Sarepta and Looma with the exceptions listed below):	75%
Other Surfaced Roads as per the following:	75%
• Range Road 253 from Township Road 510 north to Township Road 512	75%
• Range Road 250 from Township Road 510 north to Township Road 512	75%
• Range Road 243 from Township Road 510 north to Township Road 512	75%
• Township Road 510 from the north RR 242 North west to 9 th Street Nisku	75%
• Township Road 510 from Range Road 240 North east to Range Road 234 North	75%
• Range Road 242A/ Township Road 511A	75%
• Range Road 244 A through the South Vistas from Airport Road (Township Road 502) to Highway 625	75%
• Range Road 245 through the North Vistas from Highway 625 to Township Road 510	75%
• Range Road 244 south of Airport Road (Township Road 502) to the Entrance of Valleyview Estates	75%
• Range Road 243 from Township road 500 to the South Entrance of Sunnyville Estates	75%
• Township Road 505 East of the Town of Beaumont to Range Road 234	75%
• Range Road 234 from Highway 625 north to Township Road 510	75%
• Range Road 234 north of Highway 623 for 700 m	75%
• Range Road 233 from Township Road 510 South to Township Road 500	75%
• Range Road 232 from Looma Road south to Township Road 501	75%
• Range Road 231 south of Airport Road (Township Road 502) to Township Road 500	75%
• Range Road 222 from Looking Back Lake Road to Township Road 510	75%
• Township Road 500 from the Village of New Sarepta East to Joseph Lake Park (RR 220)	75%
• Township Road 500 West of Highway 814 to Range Road 243	75%
• Range Road 250 from Leduc City Limits to Township Road 492	75%

• Township Road 500 West of Highway 814 to Range Road 243	75%
• Range Road 250 from Leduc City Limits to Township Road 492	75%
• Township Road 492 from Range Road 250 to Highway 2A	75%
• Range Road 21 from Highway 622 south through Telfordville	75%
• Range Road 15 from Highway 622 to Township Road 502	75%
• Range Road 12 From Highway 616 to Golden Days	75%
• Township Road 474 between RR 15 to Hwy 616 X	75%
• Township Road 474 West of RR 13 to Moonlight Bay	75%
• Range Road 14 from 616X Road to Shoreline Drive	75%
New Sarepta South Access- From Highway 21 North to 2 nd Street South	100%
All Roads within Nisku Industrial Park	100%
All Other Local Pavement Surfaced Roads	100%

COMPLETE EXEMPTIONS

1. GVW not greater than 5,000 kilograms.
2. School buses.
3. Rubber tired farm tractor NOT pulling a trailer
4. A vehicle crossing a highway
5. A vehicle being operated by the Government for the purpose of road testing
6. A vehicle transporting fresh milk and cream from the place of production
7. A vehicle transporting pregnant mare urine from the place of production
8. A vehicle required by the local authority to transport material that is required for emergency maintenance
9. A vehicle required by the local authority for snow/ice removal
10. A vehicle required for the transportation of equipment to a forest fire, flood, train derailment, pipeline spill or other emergency
11. Vehicles required for emergency water well drilling at the discretion of Director Public Works and Engineering or his designate

OTHER EXEMPTIONS

Notwithstanding that a road ban is in effect, under which the maximum allowable weight is set at 90% or less, a maximum allowed weight shall be 90% for the following:

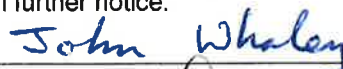

A vehicle carrying:

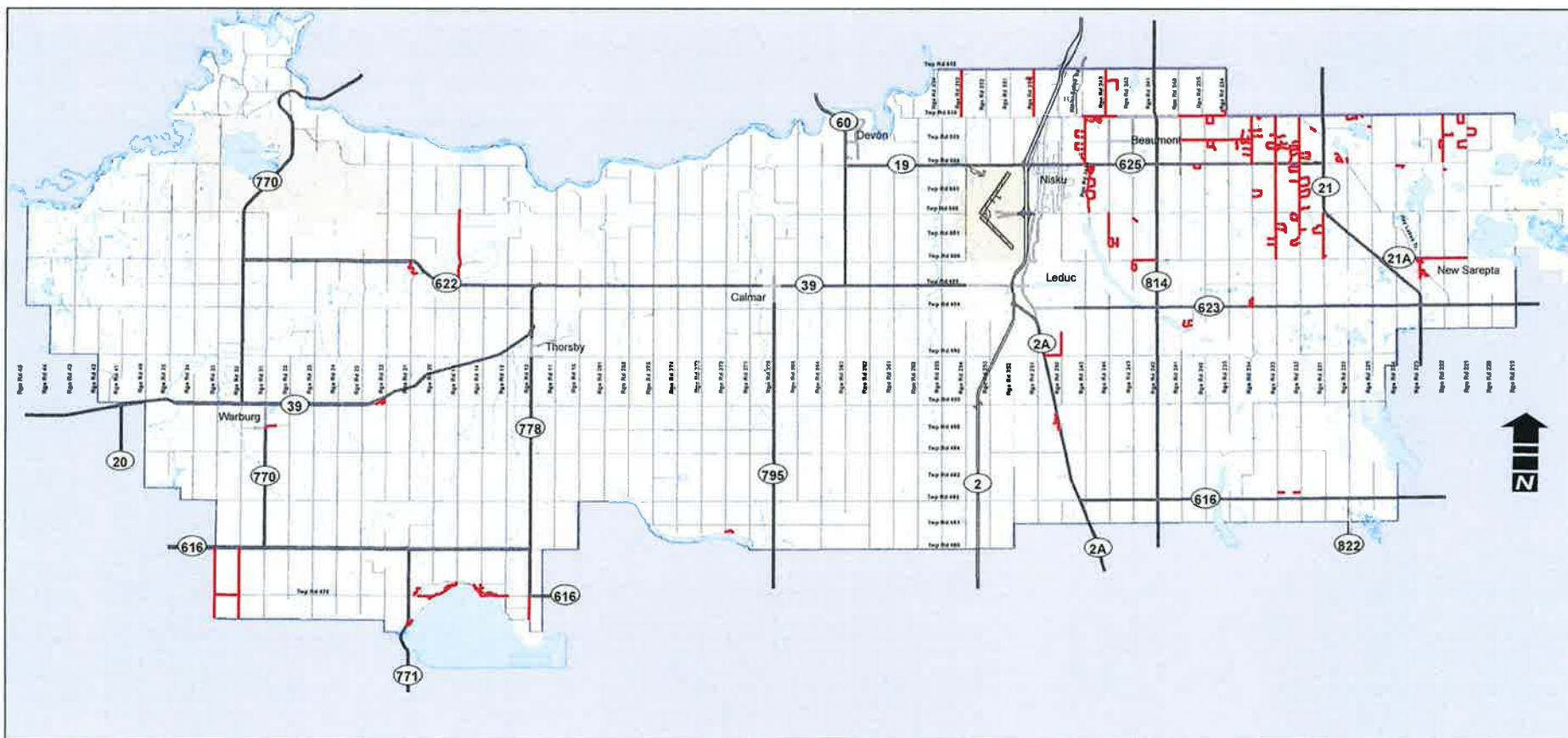
1. Bread
2. Mail as defined in the Canada Post Corporation Act (Canada)
3. Heating fuel
4. Fertilizer
5. Buses (other than a school bus)
6. The maximum allowable weight shall be 80% for a vehicle carrying domestic drinking water.

This rescinds Order No. L.S. 157 and shall remain in effect until further notice.

Signed this 30th day of May, 2017.

Acting


 MAYOR

 COUNTY MANAGER



PRINTED MAY 30, 2017

2017 ROAD BAN INFORMATION

Best efforts have been made to depict current Road Bans in Leduc County. Should any discrepancies be found, the Vehicle Axle Weight Order No. L.S. 158 shall take precedence.

Legend

— 75% Weight Restriction

Road Use Agreements

Road Use Agreements

Policy Statement:

Road infrastructure in the District of Hudson's Hope is intended for public use. The District of Hudson's Hope recognizes that business and industry rely upon road infrastructure. However, it is acknowledged that at times demands placed upon roads by truck traffic often exceed capacity of the roads, resulting in damage to the roadways that render the roads unsafe or damaged. This Policy is directed at preserving road infrastructure by reducing road damage while minimizing publicly funded maintenance costs and protecting the safety of all road users.

Policy Intent:

To define consistent practice regarding the use and enforcement of Road Use Agreements by the District of Hudson's Hope with persons or businesses who may cause extraordinary damages to roads within the jurisdictional boundaries of the District of Hudson's Hope.

Definitions:

Road means any street, road or highway under the direction, control and management of the District of Hudson's Hope shown as a road on a plan of survey filed and registered with Land Titles or land used as a public road, and includes a bridge forming a part of the public road and any structure incidental to the road.

Road Use Agreement means the approved Road Use Agreement, as amended from time to time by the Director, Public Works and Engineering, or his or her designate, attached to this Policy as Appendix A.

Policy:

Use and Implementation:

The District of Hudson's Hope may require a person or business to enter into a Road Use Agreement where the proposed business, operation, activity or development of the person or business will require multiple loads per day, at the discretion of the Director, Public Works and Engineering or designate, excessive loads in terms of weight and/or heavy or oversized loads which exceed a road ban issued by the District of Hudson's Hope, all of which may result in damage to Roads within the jurisdictional boundaries of the District of Hudson's Hope. The District of Hudson's Hope may require a person or business to enter into a Road Use Agreement as a valid condition of Development Permit where the proposed development may result in damage to roads within the jurisdictional boundaries of the District of Hudson's Hope.

Standards:

All Roads within the control, direction and management of the District of Hudson's Hope are maintained for public use, and no single road user shall damage Roads to the detriment of other road users. All road users shall utilize the Roads in a manner which minimizes and prevents damage to Roads within the jurisdictional boundaries of the District of Hudson's Hope.

The Director, Public Works and Engineering, or his or her designate, is delegated the authority to approve the form and content of the Road Use Agreement, and has the authority to implement, negotiate and enforce this Policy and any Road Use Agreement.

Prior to undertaking any business, operation, activity or development which may require multiple loads per day, the number of loads will be determined at the discretion of the Director of Public Works and Engineering, or his or her designate, excessive loads in terms of weight and/or heavy or oversized loads which exceed a road ban issued by the District of Hudson's Hope, a person or business **shall** obtain prior approval from the Director, Public Works and Engineering, or his or her designate, and enter into a Road Use Agreement with District of Hudson's Hope in the form and content attached as Appendix A of this Policy.

The Director, Public Works and Engineering, or his or her designate, may contact a person or business which may meet the requirements of this Policy (whether on his or her own initiative or in response to a complaint received regarding the person or business's use of Roads within the District of Hudson's Hope) to inform them of the Policy and the obligations thereunder, and require that person or business to enter into a Road Use Agreement with the District of Hudson's Hope.

A person or business who has entered into a Road Use Agreement with the District of Hudson's Hope shall comply with all terms and conditions of the Road Use Agreement, in addition to any road bans issued by the District of Hudson's Hope and all requirement of the Province of British Columbia Commercial Vehicle Dimensions and Weight Regulations at all times while utilizing any Roads within the jurisdictional boundaries of the District of Hudson's Hope. This includes, but is not limited, to initiating pre and post-haul inspections, providing appropriate security and insurance during the term of the Road Use Agreement, and undertaking any and all required maintenance and restoration of Roads in accordance with the District of Hudson's Hope's engineering and road standards.

Enforcement:

Where a person or business that has entered into a Road Use Agreement is in default of the terms and conditions of the same, the District of Hudson's Hope may either suspend or terminate the Road Use Agreement. To assist with the penalties and remedies available for an alleged default of the Road Use Agreement, the following shall provide a guideline to the Director, Public Works and Engineering, or his or her designate. Note that the Director, Public Works and Engineering, or his or her designate, is not bound by the recommended penalties and remedies, and has the absolute and sole discretion to pursue any penalty or remedy available pursuant to the Road Use Agreement. In addition to the penalties and remedies listed below, note that a person or business's previous record with Road Use Agreements may affect person or business's ability to obtain a subsequent Road Use Agreement.

<u>Infraction</u>	<u>Penalty</u>
Hauling outside designated Route without prior County approval.	<ul style="list-style-type: none"> • 1st incident: Immediate one day suspension of Agreement • 2nd infraction: One week suspension of Agreement. • 3rd infraction: One month suspension of Agreement. • 4th infraction: Permanent suspension of this Agreement and all future Agreements.
Other Traffic Safety Act; related Provincial Statutes and Regulations; and Traffic By-law infractions.	<ul style="list-style-type: none"> • 1st incident: Removal of offending truck and driver for one day for each infraction. • 2nd incident of any infraction within 1 month by same driver: One day suspension of Agreement. • 3rd incident of any infraction within 2 months by same driver: One week suspension of Agreement and permanent removal of offending truck and driver from this and future Agreements.
Failure to repair and maintain roadways and/or failure to provide adequate dust abatement within 48 hours notice, or in the case of an emergency, within 24 hours.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One week suspension of Agreement. • 3rd infraction: Permanent suspension of this Agreement and all future Agreements.
Failure to clean-up tracking material daily or to undertake weekly grading.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One week suspension of Agreement. • 3rd infraction: Permanent suspension of this Agreement and all future Agreements.
Truck movements before or after approved haul periods.	<ul style="list-style-type: none"> • 1st infraction: Suspension of Agreement for one day. • 2nd infraction: Permanent removal of offending truck and driver from Agreement and suspension of Agreement for one week.

<u>Infraction</u>	<u>Penalty</u>
	<ul style="list-style-type: none"> • 3rd infraction: Termination of Agreement.
Failure to provide current list of trucks, including any additions/deletions, to County.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One week suspension of Agreement. • 3rd infraction: Termination of Agreement.
Failure to provide suitable signage along Route prior to commencement of haul.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One week suspension of Agreement. • 3rd infraction: Termination of Agreement.
Use of tire chains or metal tracked apparatus on any equipment on paved or oiled roads along the Route.	<ul style="list-style-type: none"> • 1st infraction: Suspension of Agreement for one day. • 2nd infraction: Permanent removal of offending truck and driver from Agreement and suspension of Agreement for one week. • 3rd infraction: Termination of Agreement.
Failure to produce a copy of this Agreement by the driver when demanded by a Peace Officer.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One week suspension of Agreement. • 3rd infraction: Termination of Agreement.
Failure to confirm that there are no restrictions on the Route by the County prior to commencing hauling, or failure to cease operations due to adverse weather conditions.	<ul style="list-style-type: none"> • 1st infraction: Immediate suspension of Agreement for one week and possible Termination of Agreement.
Any other infraction/default of the Agreement	<ul style="list-style-type: none"> • Remedy at discretion of the Director, Public Works and Engineering, or his or her designate.

Monitoring & Updating

Policy shall be reviewed every two years.

APPENDIX A
ROAD USE AGREEMENT



Agreement No.: _____

ROAD USE AGREEMENT

This Agreement made this _____ day of _____ A.D. _____

BETWEEN:

DISTRICT OF HUDSON'S HOPE
(hereinafter referred to as "the District")

_____ of the First Part

-and-

(hereinafter referred to as "the Company")

_____ of the Second Part

WHEREAS the District has the direction, control and management of all roads within its municipality boundaries pursuant to the *Community Charter* [SBC 2003], as amended and repealed and replaced from time to time;

AND WHEREAS the Company desires to transport goods and materials within the jurisdiction of the District pursuant to the terms as set out specifically at Schedule "A" to this Agreement, and which forms part of this Agreement;

AND WHEREAS the District has agreed to such use on the terms and conditions as set out below and in Schedule "A" and which form part of this Agreement;

NOW THEREFORE this Agreement witnessed that in consideration of the terms and conditions hereinafter specified, the parties agree to as follows:

USE OF ROAD

1. Subject to the terms and conditions set out in this Agreement, the Company may transport the goods and materials as set out specifically in Schedule "A" to this Agreement during the Term of the Agreement. All activity associated with this Agreement shall include the transport of goods, associated manpower and materials to and from the operations site along the Route and shall include start-up operations, on-going operations and wrap-up operations.

TERM

2. The term of this Agreement shall commence on the _____ day of _____ A.D. _____, and conclude on the _____ day of _____ A.D. _____.

INSPECTIONS

- 3.
- a. The District shall conduct pre- and post-haul inspections of the Route as set out in Schedule "A" to this Agreement, specifically at paragraph 3 (hereinafter referred to as the "Route"), to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company. The pre- and post-haul inspections must be initiated by the Company. The District shall notify the Company of the date and time of the pre- and post-haul inspections and such inspections must be conducted in the presence of a representative of the Company upon the Company's request. A fee will be charged to the Company for pre- and post-haul inspections as set out in the current District of Hudson's Hope Fees and Charges Bylaw.
 - b. The District shall conduct intermediate inspections of the Route as set out in Schedule "A" to this Agreement, specifically at paragraph 3 (hereinafter referred to as the "Route"), to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company. A fee will be charged to the Company for intermediate inspections as set out in the current District of Hudson's Hope Fees and Charges Bylaw.
 - c. The District will provide only one pre- and post-haul inspection at the request of the Company. Any subsequent inspections required by the District for the Company for a prescribed remedial activity will be charged to the Company as set out in the current District of Hudson's Hope Fees and Charges Bylaw.

COVENANTS AND OBLIGATIONS OF THE COMPANY

4. In consideration of the permission hereby granted by the District, the Company covenants and agrees to the following:
- a. To pay for any and all damages which may result to roads, ditchways, culverts, bridges or other property on or adjacent to the Route, as determined by the District, acting reasonably;
 - b. To pay any and all expenses or out-of-pocket disbursements which may be incurred by the District in connection with the terms and conditions of this Agreement whether they be for inspection, escort, video taping, supervision, monitoring or whatsoever;
 - c. To provide dust abatement measures, at the Company's own expense, for a length of 200 meters on the Route where the Route passes in front of any residence or business which is situated 100 metres or less from the centre line of the Route and which has not been previously treated with dust abatement materials applied by the District. Any segment(s) of road along the Route previously treated by the District with dust abatement materials, regardless of location from the centre line of the Route or its location to any residence or business, must be maintained by the Company as a dust abated segment during the term of this Agreement. The dust abatement measures will be performed up to the standards

prescribed by the District and by British Columbia Environment for use and application of dust abatement materials;

- d. To provide daily clean-up of tracking material or other deleterious materials, including but not limited to mud, clay, garbage or any other foreign material falling from the Company's vehicles, deposited along the Route;
- e. To provide weekly grading of all portions of the Route which consist of gravel roads in order to level the gravel;
- f. To confirm that no restrictions have been placed on the Route by the District prior to commencing any hauling for that day and if restrictions have been placed on any part of the Route, the Company must abide by such restrictions unless the Company has obtained an expressed written exemption from the District. This will include, but is not limited to, any axle loading restrictions or road bans that the District may, acting reasonably, place on the Route from time to time;
- g. To cease hauling operations if road damage is evident, during adverse weather conditions, including but not limited to rain, or at any time at the District's request, acting reasonably, and not to commence any further activities until the adverse weather conditions have passed or the Company has received notification from the District that they may recommence operations;
- h. All trucks must carry a copy of this Agreement, in its entirety, during the effective dates of this Agreement and produce same when required by the District of Hudson's Hope or by a Peace Officer;
- i. To ensure that no tire chains or metal-tracked apparatus are used on any of their equipment on paved or oiled roadways along the Route;
- j. To provide any special signing and traffic control persons as required by law and the District to ensure the safety of others using the roads that comprise the Route;
- k. All equipment must be pressure washed prior to physically moving its operations from another municipality to the District to mitigate infestation of noxious substances including but not limited to Club Root, etc. In addition all equipment must be pressure washed prior to physically moving its operations from one location within the District to another location within the District;
- l. To obtain and maintain all the necessary permits, licenses, approvals and authorizations and to comply with any restrictions or regulations as required by law, bylaw, District regulation or policy;
- m. A complete written list of trucks must be provided by the Company to the Engineering Field Foreman, or the East, Central or West Foremen as outlined in Schedule "A" of this Agreement prior to commencement of any operations. Any changes to the list of trucks must be provided to the District; and
- n. To abide by any additional terms and conditions as set out in Schedule "A" to this Agreement.

INDEMNIFICATION BY THE COMPANY

5. The Company shall at all times and without limitation, indemnify and save harmless the District, its Councilors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the District, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
- a. Any act or omission of the Company and/or any of those persons for whom the Company is responsible at law (including, without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
 - b. The costs of repairs, clean-up or restoration paid by the District and any fines levied against the District or the Company; or
 - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Company to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this Section are in addition to and shall not prejudice any other rights of the District has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

6. Without in any way limiting the liability of the Company under this Agreement, the Company shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the District, acting reasonably;
- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property;
 - b. a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. independent subcontractors;
 - iii. contractual liability including this Agreement;
 - iv. broad form property damage endorsement; and
 - v. environmental liability.
 - c. Workers' Compensation coverage for all employees, if any, engaged by the Company in accordance with the laws of the Province of British Columbia;

- d. employers' liability insurance respecting employees, if any, of the Company with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Company; and
 - e. such other insurance as the District may from time to time reasonably require.
7. The Company shall ensure that all insurance coverage maintained by the Company in accordance with this Agreement shall name the District and any other party designated by the District as an additional named insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the District.
8. All liability insurance shall be maintained continuously until TWELVE (12) months after the conclusion date of this Agreement.
9. The Company shall, upon request of the District, furnish written documentation, satisfactory to the District, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Company as set forth herein shall be borne by the Company.

MAINTENANCE AND RESTORATION OF ROUTE

10. The Company accepts responsibility for all road damage caused as a result of its use. The Company further agrees to restore the roadways, road allowances, drainage ditches and bridges that comprise the Route to the condition they were in as of the commencement date of this Agreement.
11. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the District and another user, the Company accepts responsibility for all road damage caused as a result of the shared use of the Route or portions of the Route by the Company and any other user(s) of the Route or portions of the Route that are party to another road use agreement(s) with the District.
12. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the District and another user, and this Agreement concludes or is terminated, the Company agrees to complete all maintenance and restoration work on the Route required by the District in accordance with this Agreement regardless of whether the road damage necessitating that maintenance and restoration work resulted from the use of the Route or portions of the Route by the Company or by another user(s). If the Company incurs maintenance and restoration expenses for work on the Route, and all or a portion of the expenses incurred arise from the shared use of the Route or a portion of the Route by another user(s) pursuant to a road use agreement(s) with the District, the District shall use reasonable efforts to give such assistance to the Company as it can legally give in the recovery of expenses incurred by the Company in excess of the Company's proportionate share of such shared maintenance and restoration expenses from other user(s) of the Route or portions of the Route by requiring payment of same by other user(s) as a condition of any road use agreement(s) between the other user(s) and the County; however, the District shall not be responsible for payment of any portion of the shared maintenance and restoration expenses incurred by the Company.
13. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) with the District, and the road use agreement between the District and the other user(s) concludes or is terminated prior to the conclusion of this Agreement, the Company shall reimburse any such user for the Company's proportionate share of maintenance and restoration expense that are incurred by that user.

14. Where this Agreement has concluded or is terminated and the Route continues to be used by another user(s) pursuant to a road use agreement(s) between the District and that user(s), the District may, at its sole discretion which shall be exercised reasonably, permit the Company to defer its immediate obligations regarding maintenance and restoration work if the Company can provide to the District proof of an agreement duly entered into between the Company and the remaining user(s) whereby the remaining user(s) agree to complete all required maintenance and restoration work, including the Company's proportionate share of said work, upon the conclusion or termination of the remaining user(s)'s road use agreement(s).
15. As determined by any inspection of the Route contemplated pursuant to Section 3 above, the District, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required of the Route to be completed by the Company, at the Company's sole expense. The restoration shall include maintenance of the road surface in a safe condition by adding surface material as well as restoration of the surface to an "as-found" condition prior to the expiry of this Agreement.
16. Such maintenance and restoration work to be undertaken at the Company's sole expense must be completed within 48 hours of the District providing notice of such repair and restoration and may be undertaken by the District at the Company's request or by a contractor, approved by the District, acting reasonably, hired by the Company. The Company may request for a longer period to complete the repair and restoration work if such work, as approved by the District, is of sufficient merit to extend the period beyond 48 hours. Notwithstanding the above, in the case of an emergency, as determined by the District, the Company shall be required to commence the maintenance or restoration work within one hour of the District providing notice of such emergency repair or restoration and complete such work within 24 hours.
17. If a grader and/or dust abatement equipment, which is to be supplied at the expense of the Company and is required to maintain or restore the Route in good condition and/or to provide dust control, compromises traffic safety including sight conditions, health conditions, etc., appropriate safety measures must be immediately and continually undertaken by the Company, at its sole expense, and must meet the standards so prescribed by the District.
18. The District may, but is not obligated to, perform any road maintenance and restoration it deems appropriate throughout the term of this Agreement to the Route based upon an inspection performed in accordance with Section 3 of this Agreement. The District may provide to the Company an invoice and the Company agrees to pay the said invoice within THIRTY (30) days of receipt of any invoice for the work completed by the District that is attributable to the activities of the Company.

SECURITY

19. The Company will provide Security pursuant to District of Hudson's Hope Municipal Policy Road Use Agreement, as amended or replaced from time to time and in the amount as set out in Section 9 of Schedule "A" to this Agreement.
20. If the Security provided pursuant to Section 15 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch with a term of at least ONE (1) year and shall contain provisions for either:

- a. A covenant by the issuer that if the issuer has not received a release from the District SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or
 - b. A right on the part of the District to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
21. The District may invoke the provisions of Section 15 regarding Security, and cash or make demands as payee and beneficiary under the Security provided by the Company to the District pursuant to the requirements of this Agreement in the event that the District is of the opinion that:
- a. The Company by any act or omission is in default or breach of any term, condition or covenant of this Agreement;
 - b. The Company has been required to repair or restore any damage to the Route in accordance with the provisions of this Agreement and the Company has failed to undertake such repair or restoration or pay the costs and expenses of such repair and restoration within THIRTY (30) days after receipt from the District of an invoice; or
 - c. The Security to be provided by the Company to the District pursuant to this Agreement is due to expire within SIXTY (60) days and the Company has not deposited with the District a renewal or replacement of such Security in terms and form acceptable to the District.
22. In the event that the District has negotiated or called upon the Security to be deposited by the Company with the District, the District may, at its option and discretion, use any funds thereby obtained in any manner the District deems fits to discharge the obligations of the Company pursuant to this Agreement.
23. No security under this Agreement will be returned to the Company until all operations and obligations of the Company have been concluded in accordance with this Agreement. In that regard, the Company shall notify the District of the termination of its operations contemplated by this Agreement. Security provided under this Agreement shall not be transferred to another operation and subsequent road use agreement until the Company has completed and complied with of any and all obligations under this Agreement.

TERMINATION, DEFAULT AND SUSPENSION

24. The failure by the Company to abide by any of the terms described in this Agreement may result in the immediate suspension or termination of the Agreement by the District, as determined by its sole discretion and acting reasonably.
25. Notwithstanding Section 20 this agreement may be terminated without cause at any time by the District by giving SEVEN (7) days written notice to the Company.

GENERAL TERMS

26. The Company MUST have a copy of this Agreement, in its entirety, in the transporting vehicles. This Agreement may be requested by District Officials, Bylaw Officers, the Royal Canadian Mounted Police, or other duly authorized personnel. Failure to produce a copy of this Agreement upon request may result in a ticket being issued and/or a suspension of this Agreement in accordance with Section 20.

27. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

TO the District: District of
Hudson's Hope
PO Box 330
Hudson's Hope, BC
V0C1V0
Fax: 250-783-5741

Attention: _____

TO the Company: _____

Fax: _____

Attention: _____

29. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

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

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

32. All of the provisions of this Agreement will be treated as separate and distinct any if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.

33. This Agreement is non-transferable but shall enure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunder affixed their seals of their proper officers as of the day and year first above written.

DISTRICT OF HUDSON'S HOPE

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

"COMPANY"

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

BYLAW NO. 20-16

LEDUC COUNTY

A BYLAW OF LEDUC COUNTY, IN THE PROVINCE OF ALBERTA, TO RESTRICT THE USE OF DESIGNATED PORTIONS OF CERTAIN HIGHWAYS UNDER THE DIRECTION, CONTROL AND MANAGEMENT OF THE COUNTY BY TRUCK TRAFFIC AND RESCIND BYLAW NOS. 12-16, 26-15 AND 10-14.

WHEREAS

pursuant to Section 13 of the *Traffic Safety Act* the Council of a municipality may, with respect to highways under its direction, control and management, pass bylaws not inconsistent with the *Traffic Safety Act* respecting matters enumerated therein; and

pursuant to Section 110 of the *Traffic Safety Act* the Council of a municipality may, with respect to highways under its direction, control and management, cause traffic control devices to be placed, erected or otherwise displayed at any location on, over or adjacent to the highway for the purposes of controlling and regulating traffic.

NOW THEREFORE

be it resolved that the Council of Leduc County, duly assembled, hereby enacts that a bylaw be established allowing designated No Truck Routes as follows:

1 Bylaw Title

This Bylaw may be cited as the "No Truck Route Bylaw".

2 Definitions

(1) This Bylaw, words shall have the same meanings as in the *Traffic Safety Act* and its associated regulations unless otherwise defined below.

(2) In this Bylaw:

- (a) "**Chief Administrative Officer**" means the County Manager for the County, or their delegate;
- (b) "**Council**" means the municipal council of Leduc County;
- (c) "**County**" means the municipal corporation of Leduc County, and includes the geographical area within the boundaries of the County where the context so requires;
- (d) "**Gross Registered Vehicle Weight**" means the weight of a vehicle as specified in the certificate of registration issued in respect of that vehicle pursuant to the *Traffic Safety Act*;
- (e) "**Gross Weight**" means the total weight of a vehicle or combination of vehicles calculated as the sum of the weights transmitted to a highway through each of the axles;
- (f) "**Municipal Tag**" means a tag or similar document issued by the County pursuant to the *Municipal Government Act* for the purpose of notifying a person that an offence has been committed for which a prosecution may follow;
- (g) "**Peace Officer**" includes a member of the Royal Canadian Mounted Police, a community peace officer whose appointment includes enforcement of the County's bylaws and a bylaw enforcement officer appointed by the County;

BYLAW NO. 20-16

- 2 -

- (h) **"Person"** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative;
- (i) **"Traffic Control Device"** means any temporary or permanent sign, signal, marking or device placed, marked or erected under the authority of this bylaw for the purpose of regulating, warning or guiding traffic;
- (j) **"Truck"** means a vehicle, or vehicle with a trailer attached, having a Gross Registered Vehicle Weight or Gross Weight exceeding 16,400 kilograms;
- (k) **"Violation Ticket"** means a ticket issued pursuant to either Part 2 or Part 3 of the *Provincial Offences Procedure Act*.

3 No Truck Route

- (1) The described portions of those highways identified in Schedule "A" are designated as routes upon which Trucks are prohibited to travel.
- (2) The Chief Administrative Officer shall cause Traffic Control Devices to be placed along the highway, as the Chief Administrative Officer considers necessary, to notify persons operating Trucks on the highway of those designated routes identified in Schedule "A" and shall cause to be kept a record of such locations and placements.
- (3) A person shall not operate a Truck on a highway designated as a route upon which Trucks are prohibited to travel.
- (4) This section does not apply to a Truck:
 - (a) Traveling to or from a point(s) located along or adjacent to a designated road(s) identified in Schedule "A",
 - (b) operated by or under hire by the County for snow removal, road building or maintenance or maintenance of County property.

4 Offence

A Person who contravenes this Bylaw is guilty of an offence and is liable to a fine in an amount not less than that established in section 5 and not exceeding \$10,000.00.

5 Specified Penalties

Without restricting the generality of section 4, the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "B".

6 Municipal Tags

- (1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be served:
 - (a) personally to the accused; or
 - (b) mailed to the address of the registered owner of the vehicle concerned, or the Person concerned.
- (3) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:

BYLAW NO. 20-16

- 3 -

- (a) the name of the Person to whom the Municipal Tag is issued, if known;
 - (b) a description of the offence and the applicable bylaw section;
 - (c) the appropriate penalty for the offence as specified in Schedule "B" of this bylaw;
 - (d) that the penalty shall be paid within fourteen (14) days of the issuance of the Municipal Tag in order to avoid prosecution; and
 - (e) any other information as may be required by the Chief Administrative Officer.
- (4) A Person to whom a Municipal Tag has been issued may pay the penalty specified on the Municipal Tag and if the amount is paid on or before the required date, the Person will not be prosecuted for the offence.

7 Violation Tickets

- (1) Where a Municipal Tag has been issued and the penalty specified on the Municipal Tag is not paid within the prescribed time, a Peace Officer is hereby authorized and empowered to issue a Violation Ticket.
- (2) Notwithstanding subsection (1), a Peace Officer may immediately issue a Violation Ticket to any Person whom the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (3) A Violation Ticket issued with respect to a contravention of this Bylaw shall be served upon the Person responsible for the contravention in accordance with the *Provincial Offences Procedure Act*.
- (4) If a Violation Ticket is issued in respect of an offence, if a Violation Ticket may:
 - (a) specify the fine amount established by this bylaw for the offence in Schedule "B", or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.
- (5) A Person who commits an offence may:
 - (a) if a Violation Ticket is issued in respect of the offence; and
 - (b) if a Violation Ticket specifies the fine amount established by this bylaw for the offence,
make a voluntary payment equal to the specified fine.
- (6) When a clerk records in the Court records the receipt of a voluntary payment pursuant to this Bylaw and the *Provincial Offences Procedure Act*, the act of recording receipt of that payment constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

7 Owner Liable

- (1) In this section "Owner" includes any Person registered as an owner at the motor vehicle registry.
- (2) If a vehicle is involved in an offence under this Bylaw, the Owner of that vehicle is guilty of an offence.
- (3) Subsection (2), does not apply if the Owner of the vehicle satisfies the court that, at the time that the vehicle was involved in an offence:
 - (a) In the case of a vehicle that was in motion;

BYLAW NO. 20-16

- 4 -

- i. the Owner of the vehicle was not driving the vehicle, and
- ii. no other person was driving the vehicle with the Owner's expressed or implied consent,

or

(b) In the case of a vehicle that was parked;

- i. the Owner did not park the vehicle, and
- ii. no other person parked the vehicle with the Owner's expressed or implied consent,

(4) An Owner who is guilty of an offence under this section is not liable to imprisonment in respect of that offence or in respect of a default of a fine imposed in respect of that offence.

8 Severability

Should any provision of this Bylaw be invalid, then such provision shall be severed and the remaining bylaw shall be maintained.

9 Bylaw Schedules

Schedules "A" and "B" are attached to and form part of this bylaw.

10 Repeal

The following Bylaws, as amended, are hereby repealed:

Bylaw No. 10-14;

Bylaw No. 26-15;

Bylaw No. 12-16.

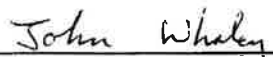
11 Effective Date

This Bylaw shall come into force and effect upon receiving third and final reading and being duly signed.

Read a first time this 6th day of September, 2016.

Read a second this 6th day of September, 2016.

Read a third time with the unanimous consent of Council Members present and finally passed this 6th day of September, 2016.



MAYOR



COUNTY MANAGER

BYLAW NO. 20-16

SCHEDULE "A"

NO TRUCK ROUTES

1. Range Road 244, between Highway 625 and Township Road 510
2. Range Road 240, between Highway 625 and Township Road 510
3. Township Road 510, between Highway 814 (50th Street, Beaumont) and Range Road 243 North
4. Range Road 245, between Highway 625 and Township Road 510
5. Range Road 240, between Township Road 510 and 41 Avenue SW (Township Road 512)
6. Range Road 235, between Township Road 510 and 41 Avenue SW (Township Road 512)
7. Township Road 505 between Range Road 243 and Range Road 245
8. Range Road 242 north of Township Road 510
9. Range Road 252 from Highway 19 to Township Road 510
10. Range Road 253 from Highway 19 to Township Road 510
11. Range Road 254 from Highway 19 to Township Road 510
12. Range Road 255 from Highway 19 to Township Road 510
13. Range Road 260 (Rabbit Hill Road) from Highway 19 to Township Road 510
14. Range Road 250 from Township Road 510 to Township Road 512
15. Range Road 251 from Township Road 510 to Township Road 512
16. Range Road 252 from Township Road 510 to Township Road 512
17. Range Road 253 from Township Road 510 to Township Road 512
18. Range Road 254 from Township Road 510 to Township Road 512
19. Range Road 255 from Township Road 510 north to the end
20. Range Road 255a from Township Road 510 north to the end
21. Highway 2 Service Road from Highway 19 to Township Road 512
22. Township Road 510 from Highway Service Road to Range Road 260 (Rabbit Hill Road)
23. Township Road 505 from Range Road 260 (Rabbit Hill Road) to Range Road 261
24. Range Road 261 from Township Road 505 north to the end.
25. Range Road 243 from Township Road 510 to Township Road 512 (41 Avenue SW);
26. Township Road 510 from Range Road 243 (North) to Range Road 244 (North);
27. Township Road 511A from Range Road 243 to the end;
28. Range Road 242A from Township Road 511A to the end;
29. Township Road 505 from Range Road 241 to Range Road 240 (South).

BYLAW NO. 20-16

SCHEDULE "B"

Specified Penalties

Section	Offence	Fine
Section 3(3)	Operate Truck on prohibited route	\$500
	Any subsequent offence	\$1000

REQUEST FOR DECISION

RFD#:	Date: September 8, 2017
Meeting#: CM090817	Originator: Tom Matus, CAO
RFD TITLE: Arena Floor	

BACKGROUND:

The arena floor had to be replaced immediately due to a health safety hazard whereby the floor was exposing asbestos. While replacing the arena floor we discovered the bases to all the shower stalls were rotten, and we noted that all the toilets needed replacing due to breakage and other malfunctions. This was unforeseen and repairs must be made immediately, in order to have the Arena operational, this season.

DISCUSSION:

Installation of the new floor is now complete.

After removing the existing floor tile, we found that water had been leaking onto the change room floors (under the previous floor tile) from the showers. The metal and cement floor shower bases have been deteriorating through the years and crumble at the touch. The total number of shower stall placements is ten: 2, 3-person shower stalls; and 4, 1-person shower stalls. We will replace the showers with single person stalls. We will be prohibiting the use of showers in these affected change rooms until the showers are replaced, as we do not want to jeopardize the new floor replacement. An estimate from W6 for the shower removal was \$6,300.00, this expenditure is being charged to the General O&M Fund.

Also, when doing the arena floor, when we removed the toilets, we found that many of them are in a poor state and it would be wise to replace them with new ones. As per Cindy Edgar's following comment:

"We are changing the toilets at the arena due to the old plumbing and the condition of the old toilets, the majority of toilets are cracked. The water lines are too small, which is preventing them from flushing properly. A lot of the water lines connected to the toilets leak, which is a constant battle for us, and the parts to repair them are getting harder to find."

I am approving Energetics' quotes to install the toilets (7,000.00 for the supply and install of 9 toilets) and showers (12,000.00 for the supply and install of 7 – 36" stalls) due to him being familiar with the arena and that he can affect the repairs in time for the arena opening. This will be a charge to the Arena Activity, General O&M Fund, being that we forecasted a year-end surplus in the \$2.5M range.

We are going to need to contract the cement removal for the drainage lines because the new shower drainage positions do not line up with the existing drainage lines. Hence, we were able to get the showers through the doors due to their flexibility. W6 is giving us a quote of \$2,100/day for 3 to 4 days and will start the work Sunday.

I believe we are getting a good deal here as we expected that just the total shower work alone would cost in the range of \$60,000.00. Now, we expect we are getting the toilets and showers supplied and installed, in the range of \$35,000.00.

BUDGET:

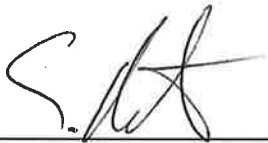
Total amount including \$5,000.00 contingency of \$38,700.00 charged to the Arena Activity in the General O&M Fund.

We will be targeting current budget variance discussions for the first meeting in October. So far, overall, we are doing well with the budget. As well, all our projects are so far on budget and seemingly on time, the Lagoon may not be finished by the completion date but shortly thereafter.

RECOMMENDATION / RESOLUTION:

That:

"Council approve the expenditure of \$7000.00 to supply and install nine toilets; \$12,000.00 to supply and install seven showers; \$6,300.00 to remove the shower bases; \$8,400.00 for the cement removal for drainage purposes; and a contingency amount of \$5,000.00: for a total of \$38,700.00."



Tom Matus, CAO

Tammy McKeown

From: NCLGA ADMIN <admin@nclga.ca>
Sent: Tuesday, August 29, 2017 10:43 AM
Subject: Wildfire Grant Program meeting w/ Minister Donaldson
Attachments: CWPP Town of Smithers UBCM.pdf

Good Morning NCLGA Members,

The Town of Smithers has requested a meeting with Minister Donaldson to discuss the *Community Wildfire Protection Plan* grant program. If this is a topic of interest to you, please feel free to review the attached documents (a Council briefing note and a report from Smithers' Fire Chief and background material).

Thank you to the town of Smithers for sharing this information with the broader NCLGA membership!

If you have any questions or would like more info, please contact Jane Stevenson:

Jane Stevenson
Executive Assistant
Town of Smithers
250-847-1600
www.smithers.ca
jstevenson@smithers.ca

We greatly appreciate your time,

NCLGA ADMIN
"The Elected Voice of Central & Northern BC"
North Central Local Government Association
206 - 155 George Street
Prince George, BC V2L 1P8
Office: (250) 564-6585

Twitter: @NCLGA
Website: <http://www.nclga.ca>



UBCM 2017

COUNCIL BRIEFING NOTE

MEETING ID #

TIME / DATE / LOCATION TBA

Minister Donaldson

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Topic #2**Community Wildfire Protection Planning Grant and Wildland Fuel Mitigation Needs****Request:**

That the Minister increase the effectiveness in resolving the wildfire risk in British Columbia by leading the planning process and carrying out fuel modification projects on Crown lands located adjacent to communities. We encourage the province to prioritize fuel management planning and mitigation on urban interface lands by remodeling the Community Wildfire Protection Plan (CWPP) grant program so that local governments are no longer the lead applicants.

Background:

The Community Wildfire Protection Plan (CWPP) program was put in place to protect communities. This funding model has not worked. The Town of Smithers would like to discuss the CWPP and recommend to the Minister that it is the province, not the local government, that is best equipped to plan, fund, carry out wildland urban interface fuel mitigation. The funding model is not efficient nor effective because it puts the onus on the local governments to assess and plan for wildfire risks on lands that are not within local government expertise nor jurisdiction. Mayor and Council would like to express our concerns about the CWPP grant program and make recommendations for change that will prove more effective in resolving the wildfire threat in British Columbia. The province has the forestry, fuel and fire protection expertise available as well as the inter-Ministry cooperation to best assess wildfire risk. The province also has jurisdiction to implement fuel modification on Crown lands. It is our position that the funding model for wildland fire prevention initiatives would be best left in provincial hands with provincial resources and expertise while the role of the local government in fire risk assessments and protection planning be relegated to that of a consulted stakeholder. The current funding model is inefficient and wastes both provincial and local government human resources and financial resources. We would like to see the province take ownership of community wildland protection and lead the process of planning for fuel mitigation on the interface lands outside of municipal jurisdiction. The Town of Smithers would like to be a stakeholder informed of the provincial plan and not the applicant nor the project lead on the CWPP for lands beyond their jurisdiction, expertise and control.



REPORT TO COUNCIL

DATE: July 27, 2016

REPORT: FIR17-001

FROM: Keith Stecko
Fire Chief

FILE: 0230-30

SUBJECT: Community Wildfire Protection Plan – UBCM Meeting

RECOMMENDATION:

THAT Council seek a meeting with Minister of Forests, Lands, Natural Resource Operations, and Rural Development, Hon. Doug Donaldson at Union of BC Municipalities conference to communicate its concern about wildfire risk to the Town of Smithers from the surrounding Crown Lands outside of the Town's jurisdiction and to ask the Province to take ownership of the process of managing interface fuel on Crown Lands;

AND THAT Council send a letter to Hon. Minister Donaldson, and to Parliamentary Secretary for Emergency Preparedness, Jennifer Rice, regarding the need for the Province to immediately act on mitigating fire risk on interface provincial Crown Lands surrounding local governments.

BACKGROUND:

UBCM administers the provincially funded Strategic Wildfire Prevention Initiative (SWPI) and the Community Wildfire Protection Plan (CWPP) grant. Under the CWPP, funds are awarded to assist local governments to identify wildfire risks within and surrounding their community, to describe the potential consequences if a wildfire was to affect their community and to examine possible ways to reduce the wildfire risk. The fund mandates a large study area beyond municipal boundaries and has become more restrictive over time. The CWPP also no longer funds operational fuel treatment activities.

DISCUSSION:

British Columbia is currently in a provincial state of emergency with 168 wildfires burning, 52 evacuation orders affecting more than 43,000 individuals and 39 evacuation alerts impacting approximately 24,000 persons. The Smithers Fire Department has sent 2 deployments consisting of 4 firefighters, 1 engine and 1 support vehicle and is about to

CAO	Dir/DS	Dir/FIN	Agenda Date: Aug 8, 2017
Dir/CS	Dir/WO	Bldg Ins	In-Cam Date:
CAA	Fire	Planner	Agenda Placement: Staff A
Dir/Rec	Air/Mgr	PCSO	Other:

carry out a third deployment to assist in provincial wildland firefighting efforts. Wildfire is a persistent threat and, although the Smithers Fire Rescue teaches fire prevention education FireSmart principles, the risk of wildfire to the Town of Smithers remains.

In recent years (2008-2015), local governments have brought forward to UBCM a number of resolutions asking the Province to establish, fund and conduct a province-wide wildfire proofing program on interface lands. Communities have asked the Province to undertake major wildland forest fuel modification projects on Crown Lands located adjacent to or in close proximity of developed rural and urban lands throughout BC.

The Province has jurisdiction over the Crown Land surrounding our community and has connections as well as authority between branches of Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

The area surrounding Smithers, that the Town's CWPP should cover, is called the wildland urban interface (WUI) area. The WUI for the Town of Smithers has increased to, "within 2 kilometers of a community with a minimum density of 6 structures per square kilometer". As a result of this definition, the Town of Smithers now has WUI that extends well beyond their municipal jurisdiction and fire protection (see Map attached).

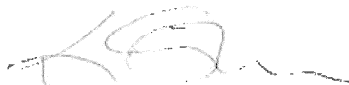
The Province has the expertise in wildfires and wildfire fuel management and is better qualified to assess, plan and carry out recommendations of Community Wildfire Protection Plans. Local governments have a role to play within their municipal boundaries when approving permits, enforcing bylaws and educating the public about FireSmart principles. The Town recommends local government be a stakeholder in the creation of the CWPP but not an applicant nor a leader in the process.

The Province recommends a CWPP is reviewed every five years to ensure the plan is in alignment with Provincial standards, local development, completed fuel treatments and FireSmart activities. There are increasing costs to municipalities to plan for and protect their town from wildfires beyond their jurisdiction.

RESOURCE CONSIDERATIONS:

Having the municipality apply on, oversee, carry out and report on wildfire mitigation on the WUI Crown Lands will cost the Town of Smithers through staff time and the 25% grant contribution from Town budget. The Town also has no jurisdiction to implement any mitigation on the Provincial lands.

Respectfully submitted by:



Keith Stecko
Fire Chief

Approved for submission by:



Anne Yanciw
Chief Administrative Officer

August 2, 2017

Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource Operations and Rural Development
P.O. Box 9049
Stn Prov Govt
Victoria BC
V8W 9E2

Dear Minister Donaldson:

Re: CWPP and Wildfire Risk to Local Governments

Mayor and Council would like to express our concerns about the Community Wildfire Protection Plan grant program and make recommendations for change that will prove more effective in resolving the wildfire threat in British Columbia.

In recent years, the Strategic Wildfire Prevention Initiative's Community Wildfire Protection Plan has increased the Wildland Urban Interface area for which local governments must plan for, decreased the maximum planning funds available, and no longer funds operational fuel treatment.

As the Province has both the expertise to assess wildfire risk and the jurisdiction to implement fuel modification on Crown Lands, it is our position the local government should not play a role in funding and carrying out Community Wildfire Protection Plans for lands outside their local government boundaries. We would like to see the Province of BC take ownership of community wildfire protection and lead the process of planning on the interface lands which are in provincial control. The Town of Smithers would like to be a stakeholder in the planning process and not the applicant nor the project lead on the CWPP for lands beyond their jurisdiction, expertise and control.

We recommend the Province of BC increase effectiveness in resolving the wildfire risk in British Columbia by accelerating its involvement in the protection of our communities by planning for and carrying out fuel modification projects on Crown Lands located adjacent to communities. We encourage the province to prioritize interface fuel management planning and mitigation on wildland urban interface lands.

Yours truly,

Taylor Bachrach
Mayor

C: Parliamentary Secretary for Emergency Preparedness, Jennifer Rice

August 30, 2017

Wildfire Prevention Funding

Local governments and First Nations can access funding for wildfire prevention activities through the Strategic Wildfire Prevention Initiative, a suite of funding programs administered by UBCM and managed through the Strategic Wildfire Prevention Working Group. The next application intake deadline is October 6, 2017. [Read more](#)



Deepening Climate Leadership

The BC Municipal Climate Leadership Council (BCMCLC) is hosting the Climate Leadership Institute from November 1-3, 2017. This year's event will provide an intensive learning experience with leading professionals, peers, and inspirational colleagues from the BCMCLC. [Read more](#)



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Connecting Cultural Workers with Vacant Spaces

An online tool is helping to connect creative and cultural renters with vacant spaces. With BC touting the highest percentage of working artists in the country, thousands of arts and culture workers are seeking of adaptive, affordable space options. [Read more](#)

LGLA 2016/17 Annual Report Released

The Local Government Leadership Academy has released its 2016/17 Annual Report. Included is a full accounting of the organization's activities and events over the past year. [Read more](#)

Community Energy Planning

Interested in learning more about community energy and emissions planning? BC Institute of Technology is again offering *Introduction to Community Energy & Emissions Planning* in September 2017. [Read more](#)

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National Airlines
Council of Canada



CNLA
Conseil national des lignes
aériennes du Canada

To: Mayor and Council
Re: AIRPORT PRIVATIZATION

I'm writing to bring to your attention an issue that potentially affects the health and prosperity of all of Canada's cities and communities: airport privatization.

As you may know, the federal government is currently considering the for-profit-privatization of Canada's airports.

Other countries that have privatized airports have found that it often leads to higher fees and reduced services for travellers and airlines. This can damage tourism, business travel, and the local economy. Most of all, it makes it more difficult and expensive to maintain essential connections with the rest of the country and the world.

We hope that, with your support and that of your council, we can mobilize municipal and community leaders across Canada to oppose this plan.

To be clear, our current airport governance model is not without problems, and these must be addressed to make our passenger aviation system more

solve these problems.

A number of municipal councils across the country have already adopted resolutions opposing for-profit airport privatization, among them Montreal, Toronto, Vancouver and the Capital Regional District of Victoria.

We urge you and your council to join them in adopting a resolution opposing the for-profit privatization of airports and calling on the federal government to focus on modernizing the current system to lower costs for travelers and enhance the competitiveness of Canada's air transport industry.

I have attached for your information a [template resolution](#) that your council may want to adapt, a [template letter](#) to your local Member of Parliament, as well as a backgrounder on [airport privatization](#) and one on [Canada's airline industry](#).

We believe that successfully stopping this misguided initiative will require a groundswell of opposition. We hope that you will join us in urging the Government of Canada to abandon this plan and focus on the real issues that damage the competitiveness of passenger air transportation in Canada.

If you have any questions, or would like to discuss this further, please do not hesitate to contact me directly at: mbergamini@airlinecouncil.ca.

Yours truly,

Massimo Bergamini

President and CEO

National Airlines Council of Canada