

DISTRICT OF HUDSON'S HOPE REGULAR COUNCIL MEETING AGENDA

Council Chambers Monday, November 10, 2014 at 7:00 PM

1.	Call	to	Or	der
1.	Can	w	Or	uer

C4

1.	Call t	o Order:	
2.	Notic	e of New Business:	
	Mayo	r's List	
		cillors Additions	
	CAO'	s Additions	
3.	Adop	tion of Agenda by Consensus:	
4.	Decla	ration of Conflict of Interest:	
5.	Adop	tion of Minutes:	
	M1	October 27, 2014 Regular Council Meeting Minutes	Page 1
	M2	November 3, 2014 Special Council Meeting Minutes	Page 6
6.	Busin	ess Arising Out of the Minutes:	
7.	Staff	Reports:	
	SR1	ACTION UPDATES By CAO	Page 8
	SR2	L&M Engineering: Dudley St. Sewer Back-Flow	Page 16
	SR3	2014-2024 Federal Gas Tax Fund	Page 24
	SR4	Protective Services Monthly Update	Page 46
8.	Bylav	vs:	
	B 1	Sewer Services Regulations Bylaw No. 845, 2014	Page 50
9.	Corre	espondence:	
	C 1	District of Tumbler Ridge: Request of Support	Page 59
	C2	Office of the Premier: Response to UBCM Meeting	Page 61
	C3	Environmental Assessment Office: Environmental Assessment Certificate	Page 62

Legislative Assembly of British Columbia: Response to UBCM Meeting

Page 63

	C5	Geoscience BC Re: Annual Mayors' Bre	akfast at UBCM	Page 65
10.	Repo	rts by Mayor & Council on Meetings and	l Liaison Responsibilities	
11.	Old B	Business:		
12.	New I	Business:		
13.	D., L1:			
13.	rubiic	c Inquiries:		
14.	In-Ca	amera Meeting: Pursuant to the Community	y Charter Section 90 1. (c)	
15	Adion	irnment.		



REGULAR COUNCIL MEETING October 27, 2014 7:00 P.M. MUNICIPAL HALL COUNCIL CHAMBERS

Present: Council:

Acting Mayor Nicole Gilliss Councillor Richard Brown Councillor Daniel Bouillon Councillor Kelly Miller Councillor Dave Heiberg

Staff:

CAO: Tom Matus

Deputy Clerk: Laurel Grimm

Intern: Devon Flynn

Other:

2 in gallery

1. CALL TO ORDER:

The meeting was called to order at 7:00 p.m. with Acting Mayor Nicole Gilliss presiding.

2. NOTICE OF NEW BUSINESS:

Mayors Additions:

Mayor Johansson included a verbal report on the BC Ambulance, Community Sports and Cultural Development and a Site C Update under Mayor reports.

Council Additions:

Councillor Heiberg included a Council Report on the North East BC Resource Municipalities Coalition, Ministry of Transportation and Infrastructure Meeting update and Livecare.

Councillor Brown included an update on the Airport under Council Reports.

CAO Additions:

Tom Matus included the Agenda Additions SR4, SR5, SR6 and SR7.

3. ADOPTION OF AGENDA BY CONSENSUS:

The October 14, 2014 Regular Council meeting agenda was adopted by consensus.

4. DECLARATION OF CONFLICT OF INTEREST:

Councillor Miller declared conflict for Agenda Item C1.

5. ADOPTION OF MINUTES:

0550-01

M1 October 14, 2014 Regular Council Meeting Minutes

RESOLUTION NO. 243

M/S Councillors Gilliss/Bouillon

THAT

"The minutes of the October 14, 2014 Regular Council Meeting be adopted as amended." CARRIED



M2. October 20, 2014 Special Council Meeting Minutes

RESOLUTION NO. 244

M/S Councillors Gilliss/Brown

THAT

"The minutes of the October 20, 2014 Special Council Meeting Minutes be adopted as written." CARRIED

6. BUSINESS ARISING OUT OF THE MINUTES:

BA1 SR16: Repairs to Kendrick Lift Station

5340-01

A letter has been sent to all affected residents.

7. STAFF REPORTS:

SR1 CAO & FC Conference in Prince George: November 7-9, 2014

0390-01

RESOLUTION NO. 245

M/S Councillors Brown/Heiberg

THAT:

"Approve the attendance of both Tom Matus, Cao and Robert Norton, DPS, to the "Effective Fire Service Administration for Fire Chiefs and Local Government CAOs Pilot Program" conference in Prince George scheduled for November 7-9, 2014."

CARRIED

SR2 North East BC Resource Municipalities Coalition

0400-50

Staff to find the governance and the constitution for the Coalition prior to meeting. The meeting has been rescheduled for 3:00 p.m. November 12.

SR3

Action Items and Other Updates by the CAO

6430-01

FOR INFORMATION

SR4

Street Lamps
RESOLUTION NO. 246

5500-01

M/O O and ill and O'lling (i.e.)

M/S Councillors Gilliss/Heiberg

THAT:

"Approve an amount of \$20,000 to be charged to the Public Works Department for the replacement and conversion to LED Lighting of all District of Hudson's Hope owned burnt out street lamps."

CARRIED

SR5

GW Solutions

Mayor Johansson gave a detailed explanation of the groundwater testing done at Lynx and Brenot Creeks. This water issue should never have been a cost to the Municipality as it is not our responsibility to look after the quality and control of rural water sources other than what is supplied from our infrastructure.

Council emphasized the need to have clear and unanimous consensus when decisions are made that are outside the responsibilities of the District. However, as this matter concerned the health and safety of our residents, and on a one time basis, the following resolution was passed:

8:30 p.m. Councillor Brown left the meeting.

8:30 p.m. Mayor Johansson declared conflict of interest and left the room.

RESOLUTION NO. 247

M/S Councillors Heiberg/Miller

THAT:

"Approve the payment of the GW Solutions invoice #GWS 14-26-1 Lynx and Brenot Creeks Assessment in the amount of \$10,730.07, charged to Protective Services Dept."."

CARRIED

8:35 p.m. Mayor Johansson entered the room.

SR6

Mobile Generator

1240-01

RESOLUTION NO. 248

M/S Councillors Heiberg/Bouillon

THAT:

"Council approve the purchase of the Honda Mobile Generator at a cost of \$6,751.31 plus taxes and freight."

CARRIED

SR7

Water Treatment Plant and Pump House Back-up Generator

1240-01

RESOLUTION NO. 249

M/S Councillors Heiberg/Bouillon

THAT:

"Approve the purchase from Wynker Electric and Controls Limited in the amount of \$184,237.00 to supply and install a new backup genset system complete with outdoor weather proof sound attenuated enclosure, diesel tank and miscellaneous equipment for the Water Treatment Plant and Pump house."

CARRIED

This is Councils Number two priority at this time for strategic capital planning projects.

8. B1

BYLAWS:

Sewer Service Regulations Bylaw No. 845, 2014

3900-02

RESOLUTION NO. 250

Councillors Gilliss/Miller

THAT:

"Sewer Service Regulations Bylaw No. 845, 2014 be given third reading this 27th day of October, 2014"

CARRIED

9.

CORRESPONDENCE:

C1 (8:45 p.m. Councillor Miller left the meeting due to conflict of interest)

Hudson's Hope Community Hall Society: Janitorial Cost Analysis

0230-20

RESOLUTION NO. 251

M/S Councillors Gilliss/Heiberg

THAT:

"Council approve to pay the janitorial costs associated with renting the Community Hall for District functions."

CARRIED

(8:50 p.m. Councillor Miller joined the meeting)

10.

CR1 REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISONS RESPONSIBILITIES:

Councillor Heiberg: Livecare

0400-80

Taylor recently opened a Livecare Medical Clinic. Livecare is a Vancouver-based company that gives patients access to quality, real-time healthcare, regardless of where they are located. They offer their patients the option to use telemedicine. This decreases the wait and travel times, allowing for invaluable timely diagnosis and triage.

CR2

3

Councillor Heiberg: Mayors Partnership

0400-50

Discussion on 2 year strategic plan. Three main issues were identified:

- 1. Fly in fly out
- 2. Capacity Issue
- 3. Labour Force

CR3

Councillor Heiberg: Ministry of Transportation and Infrastructure

0400-20

Did the annual "walk-around" to view areas that need corrective measures taken in Hudson's Hope. There is a survey available online for residents.

One area identified was the turn off on the Alaska Highway onto Hwy 29 – there are no lines CR4 painted on the road and this could be dangerous.

Mayor Johansson: Site C Update

6660-20

Discussion on activity that is foreseen in the near future. BC Hydro has announced that they woul like to be on the land by January 15, 2015. Urban Systems is currently reviewing the plans.

11.

OLD BUSINESS:

12. Notification of the Remembrance Day dinner.

NEW BUSINESS:

13. None

14. PUBLIC INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 252

M/S Councillors Heiberg/Gilliss

THAT

"The Regular Council Meeting for October 27, 2014 be adjourned" (9:10 p.m.)

CARRIED

			Diarized	Last Review/Action
DY1	DIARY			
DY2	Conventions/Conferences/Holidays			
DY3	PRRD: Solid Waste Disposal		05/12/14	
DY4	Airport Resurface and Redevelopment		05/12/14	
DY5	Grubjesic Driveway		05/12/14	
DY6	Co-Op Correspondence Re: Card Lock		11/12/13	
DY7	Communications Expenditure		08/11/14	
	Premiers BC Natural Gas Forum		08/11/14	
	Capital Projects Meeting (every 6 months)		10/14/14	

Monday, October 27, 2014
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District of Hudson's Hope Council Meeting Minutes	Mor	Page 5 of
Certified Correct:		

Clerk / Minute Taker



SPECIAL COUNCIL MEETING November 3, 2014 5:00 P.M. MUNICIPAL HALL COUNCIL CHAMBERS

Present: Council:

Mayor Gwen Johansson Councillor Kelly Miller Councillor Travous Quibell Councillor Dave Heiberg Councillor Dan Bouillon

Staff:

CAO: Tom Matus

Deputy Clerk: Laurel Grimm

Other:

5 in gallery

CALL TO ORDER:

The meeting was called to order at 5:04 p.m. with Mayor Gwen Johansson presiding.

2. NOTICE OF NEW BUSINESS:

Agenda Additions SR4 NEBCRMC

3. ADOPTION OF AGENDA BY CONSENSUS:

The November 3, 2014 Special Council meeting agenda was adopted by consensus with the addition of item of "SR4".

4. DECLARATION OF CONFLICT OF INTEREST:

None

5. STAFF REPORTS:

SR1 **NEBCRMC Structure** FOR INFORMATION

6660-20

SR2 April 9, 2014 Mayors Partnership Meeting Agenda

6660-20

FOR INFORMATION

SR3 NEBC Mayors' Partnership on Resource and Community Development

6660-20

FOR INFORMATION

SR4 NERBCRMC Meeting in Hudson's Hope, 4:00 pm, November 12, 2014

6660-20

Council discussed topics they would like addressed at the proposed meeting, the purpose of the NEBCRMC, and topics to be addressed with the Minister.

Some issues that arose that Council has questions regarding are:

- 1. The Ministry of Community, Sports and Cultural Development had previously stated that they would only speak to the Coalition if the entire Northeast was of one mind. Is the Ministry stime on this stance?
- 2. Where does the Ministry see the negotiations going?
- 3. Who do you see negotiating with?



- 4. Explanation of key points as to why Hudson's Hope chose not to join the Coalition.
- 5. What pressure or models can we use on organization to provide assurance that makes Municipalities feel safe?

RESOLUTION NO. 253

M.S Councillors Heiberg/Bouillon

That

"Council approve travel and expenses for two Council members and the CAO to meet with the Minister of Community, Sports and Cultural Development at her earliest convenience." CARRIED

- 6. What credibility is the Ministry giving the Coalition?
- 7. What can the Coalition do that the Regional District cannot?

(6:51 p.m. Councillor Heiberg left the meeting)

- 8. What is Karen Goodings rationale behind giving credibility to the NEBCRMC?
- 9. Clarification on formulas

(6:55 p.m. Councillor Bouillon left the meeting)

- 10. Regional Electoral Areas should be involved as signing authorities.
- 11. PowerPoint outlining the details of the NEBCRMC's model.

(6:56 Councillor Heiberg entered the meeting)

Council to ask the Coalition what they do that the Peace River Regional District cannot. Clarification on structure and how they can make us feel comfortable.

6. NEW BUSINESS

None.

7. ADJOURNMENT:

RESOLUTION NO. 254

M.S Councillors Miller/Quibell

That

"That the November 3, 2014 Special Meeting of Council be adjourned." CARRIED

Certified Correct.					
Clerk / Minute Taker		Cha	air		

THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

Mayor Johansson and Council

SUBJECT:

ACTION and other UPDATES

DATE:

November 10, 2014

FROM:

Tom Matus, CAO

Combo VAC/Flusher Truck: attachments follow:

We have received a quote from Rollins Machinery, of Burnaby, for a Demo Vac truck that they can also fit with a boiler to operate a jet steamer, making this truck a triple combo, the quote is attached. We have on staff an employee who ran his own Vac trucks for 20 years and he states this is a very good deal.

I intend to have Ed and Mark go to Chetwynd and Tumbler Ridge to inspect their vac trucks. Then have them go to Burnaby to test the demo truck at Rollins Machinery once Council has a firm interest in purchasing this vac truck. Negotiation for a beneficial warranty has been initiated. We may not be able to store this vac truck indoors this winter but there are fluids to use as a very good agent for cold weather equipment maintenance safe guard.

We are pursuing other quotes.

Arena

Headers for the floor heat on the foyer part of the arena are old and need to be replaced. Contractors don't want to replace headers because the tubing is the wrong type and it keeps cracking (within the concrete slabs). Only solution is to go overhead heat.

Heat Recovery

If tubing breaks (which has broken three times in the last year), all coolant will drain from compressors and the floor. If this happens then no ice and no heat, (unless caught right away).

We will have to purchase a new furnace/assembly for the arena. 1st quote from D Bauer of \$64,260.00. We are requesting more quotes though time is of the essence.

If we install forced air heating we will install a bypass on the heat recovery to bypass the total foyer area and the heat recovery will still work for the Zamboni room, bleachers and compressor room.

NEBCRMC, attachments follow:

We have chosen November 12th to meet with the NEBCRMC delegation. The attached letter addressed to Colin Griffith depicts our concerns which we would like addressed at this meeting.

BC Hydro Apartment Complex

Councillor Dave Heiberg, CAO Tom Matus, and Intern Devon Flynn took this tour.

L&T Ventures Subdivision, attachments follow:

L&M Engineering has informed me that L&T has put a hold on this subdivision application. Our lastest correspondences are attached.

<u>Foreman Position</u>
Has been advertised on CivicinfoBC, Municipal World, LGMA Job Posting, Alaska Highway News and North East News. Closing date 5pm, Friday, December 5th, 2014.

Tom Matus, CAO

PO Box 330 Hudsons Hope, BC VOC 1V0

Attention: Tom Matus COA

2012 Demo Sewer Cleaner/Hydro Excavator

- Vac-Con Tandem Axle/Sewer Cleaner/Hydro Excavator Demo Truck
- Mileage approx. 15,000 km
- 195 hours on John Deere auxiliary engine (small engine runs Jetter to save on fuel costs)

Main Information

- Model 311/1300
- Blower High volume Hydrostatic Drive Upgrade
- Boom 10' Aluminum Telescoping Boom with Pendant Control Station
- Hose Reel Front Mounted, Articulating to Drive Side (STD Pivot)
- Jet Redder Hose 600' x ¾" 3000 PSI
- Water System 60 gpm/3000 PSI
- Water Pump GIANT 3 cyl
- Auxiliary Engine John Deere 4045 140HP 4 cyl

Chassis Information

2012 Freightliner Tandem Axle Model M2106V 6X4CUM-ISC 350HP, Allison 3000RDS 60000 GVWR '10EPA

Estimated 2015 price as per these specifications \$385,000.00

***This demo price

\$295,000.00***

To add a boiler (price depending on BTU requirement) \$28,000.00 to \$32,000.00

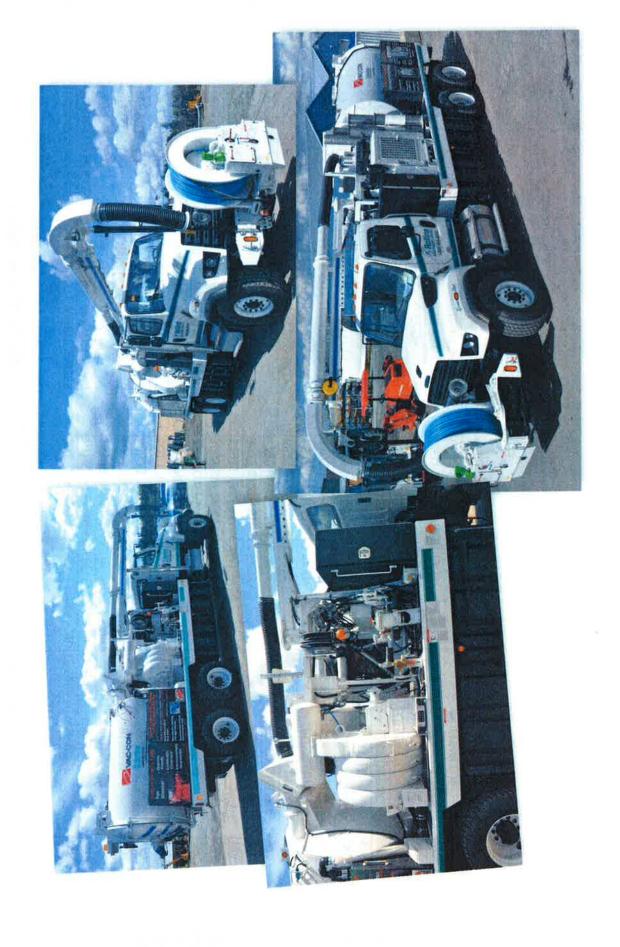
Thank you for allowing us to quote. If a demo or anything further is required please give me a call.

Grant McAuley cell 250 248 7931

Rollins Machinery Ltd Langley BC 1 800 665 9060

SUBJECT TO PRIOR SALE

Please advise if a user list is required



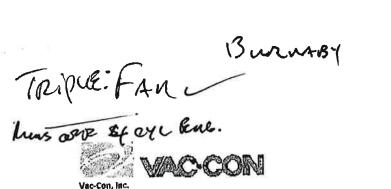


WA END USERS 2013-2014

	TORE TOWER IN 100		WA END OSERS 2013-2014	2U13-2U14		
Model Number	Customer	Address				
VPD4212LHAE-O	KING COUNTY WASTE WATER	201 S. JACKSON STREET	SUITE 500	SEATTLE	W _A	98104
VPD4212LHAE-O	KING COUNTY WASTE WATER	201 S. JACKSON STREET	SUITE 500	SEATTLE	WA	98104
V312LHAE-O	KING COUNTY DOT	155 MONROE AVENUE., NE	BLDG. G-DOT	RENTON	W _A	98056
V311LHAE-O	BURIEN, CITY OF	400 SOUTHWEST 152ND STREET		BURIEN	WA	98166
V311LHAE-O	SEATAC, CITY OF	4800 S 188TH ST		SEATAC	WA	98188
V390LHA-O	PROSSER, CITY OF	601 7TH STREET		PROSSER	WA	99350
VX311LH	CLARK PUBLIC UTILITIES	8600 NE 117TH AVE		VANCOUVER	WA	98662
V312LHE	ROAD CONSTRUCTION NW	2500 EAST VALLEY ROAD		RENTON	WA	98507
VX312LHE	LAKEHAVEN UTILITY DIST.	3203 SW DASH POINT RD		FEDERAL WAY	WA	98023
V312LHAE	KING COUNTY METRO	11911 EAST MARGINAL WAY		SEATTLE	WA	98168
VPD4212LHAED-O	PEMBROKE WASTE COLLECTION	6622 112TH STREET EAST		PUYALLUP	WA	98373
V309LHA	ANTIOCH, CITY OF	1220 Lakeway Drive		BELLINGHAM	WA	98229
MPCVTIFX312MHE	OLSON BROTHERS PRO VAC	6622 112TH STREET EAST		PUYALLUP	WA	98373
MPCVTIFX312MHE	OLSON BROTHERS PRO VAC	6622 112TH STREET EAST		PUYALLUP	WA	98373
VX230SH	SEATTLE CITY LIGHTS	7500TH AVENUE	SUITE 3299	SEATTLE	WA	98104
V311LHAE-O	WEST SOUND UTILITY DIST	2924 LUND AVE		PORT ORCHARD	WA	98366
V312LHC	KING COUNTY METRO	11911 EAST MARGINAL WAY		SEATTLE	WA	98168
VPD4212SXHA	EVERSON'S ECONO VAC	14023 131ST		EAST ORTING	WA	98930
IX312MHE	LINESCAPE OF WASHINGTON LLC	6606 URSULA PI SE		SEATTLE	WA	98108
VX312LXHE	VANCOUVER, CITY OF	4711 EAST FOURTH PLAIN		VANCOUVER	WA	98668
V311LHAE-O	OLSON BROTHERS PROVAC	6622 112TH STREET EAST		PUYALLUP	WA	98373
V311LHAE-O	OLSON BROTHERS PRO-VAC	6622 112TH STREET EAST		PUYALLUP	WA	98373

Grant McAMERY

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Date 2/6/2012 Type of Quote Dual PO Attn Rod

Quote

Retall Purchaser

Rollins Machinery

Ship To

Comments

Option content is subject to engineering approval.

	THE RESIDENCE AND ADDRESS OF THE PERSON OF T	Model Number - V 311/1380 L H AE-O	· · · · · · · · · · · · · · · · · · ·	E-main and
Mai	n Information		Aar	7 224 00
-	lodel	311/1300		7,321.00 9,578.00
	lower	High Volume Hydrostatic Drive Upgrade		1,201.00
В	DOM	10' Aluminum Telescoping Boom with Pendant Control Station	\$1	1,069.00
	ose Reel	Front Mounted, Articulating to Driver Side (Std Pivot) 700' x 3/4" 3000 psi/7500 psi - 300' extra		1,091.00
	t Rodder Hose	60 gpm/3000 psi Pump - FMC / 4 cyl	\$	7,715.00
V	/ater System			
	/ater Pump	GIANT John Deere 4045 140HP		
	uxiliary Engine er items	10UU Degle 4042 TAPUL		
-			Cost	Total
Lity	Description	atic pump area for clear demo tube	\$0.00	\$0.00
			\$2,875.00\$	-
1	80/2000 ENZ Buildog no	elle	\$1,587.00\$	•
1	Debris Body "Power Flus 6" Knife Valve in Lieu of	sa system, a jera	\$599.00	
			\$0.00	\$0.00
1	Extended Frame (11 & 1		•	\$905.00
1	Heavy Reinforced Elbow		•	\$415.00
1	Rubber pad on standard			\$844.00
1	Winter Recirculating Sys	(en	•	\$684.00
1	Air Purge System	. Justin		\$372.00
1	1/4 turn ball valve water	ve Only) - nozzles required		\$351,00
	Variable Flow valve (val	olds 5 Pipes, will not fit when unit has a 6 cyl aux engine)	\$2,271.00	
1				\$589.00
1	Strobe Light, Rear Mour	ted :bumper / {2} rear bumper	\$1,617.00	
1		Duliber / /2/ rear partiper	\$2,112.00	
1	LED Arrowboard			\$476.00
1	Boom Mounted Flood U		\$1,293.00	\$1,293.00
1	ICC - LED Lighting Packa	ge ss}: Boom, Vacuum Breaker, Throttle & Debris Body (Includes HI-Dump, if applicable). Does not include remo	te \$3,800.00	\$3,800.00
1	cable pendant controls	for boom or hi dump.		A192 00
1			•	\$223.00
<u>(1)</u>		ge includes: 50' retractable handgun hose reel wtih 50' of 1/2" high pressure hose, HP/Quick disconnect, hear , main control ball valve, 48" x 1/2" stainless steel lance with adjustable grip and horizontal spray		
1	5' x 8" Aluminum Pipe E	Sytansian 800-0064	,	\$232.00
1	8" Adjustable Air Gap	Addition and the contract of t	•	\$351.00
1	3' x 8" Clear Demo Tube	711-1255	,	\$470.00
3	8" Quick Clamp, spare,		\$31.00	
1	Hose Guide, spare 665-		•	\$146.00
1	Rear Mounted Tow Hoo			\$288.00
1	Centrifugal Compressor			\$2,985.00
1	Auxiliary Engine Remote			\$226.00
1	Pamata Boom Grassa 7	erk Assembly (Ground Level - Includes water nump drive)		\$1,952.00
1	Pamota Dohrie Tank Gr	ease Assembly (Ground Level)		\$2,106.00
_	Distile operated desain	- adhesive type (ilo standard)		\$861,00
1	3/4" x 10' Length Leade			\$219,00
1	3/4 X IO Lengui Leade	n nuse E 4,5 L (4) cyl 4045 HF285 Engine 140HP@2400rpm	\$1,750.00	\$1,750,00
1	JOHN Deers Lower Legi	it it is a factor of the second of the secon		

Page 2 of 2

1 Omnibus-2 Electronic Controller System-Color Monitor

1 Omnibus Footage Counter

Viluis.

1 Water Pump Remote Oil Drain

\$3,121.00 \$3,121.00 \$1,417.00 \$1,417.00 \$220.00 \$220.00

	ick Chassis Model 2012 M2106V 6X4 CUM-ISC 350HP 3000RDS 6000 to availability.	0 GVWR '10 EPA [limited availability, consult factory] Pool Truc	ks are \$89,148.00
Qty	Description	Cost	Total
1	Air horn - single base	\$876.00	\$876.00
1	Air seat, passenger	\$1,067.00	\$1,067.00
1	Block Heater	\$696.00	\$696,00
1	Metric speedometer	\$773.00	\$773.00
1	Daytime Running Lights	\$412.00	\$412.00 \$0.00

Mounting \$1,950,00 Subtotal**\$242,222,00**

Chassis Total S92,972.00

DELIVERY 6500

341,694

LESS DEMO DISCOUNT (45,000)

296,694

A



Box 330 9904 Dudley Drive Hudson's Hope BC VOC IVO Telephone 250-783-9901 Fax: 250-783-5741

November 5, 2014

Colin J. Griffith Colin J. Griffith & Associates Inc. 10602-81st Ave Grand Prairie, AB T8W 2H2

Re: District of Hudson's Hope / NEBCRMC November 12th, 2014 meeting

Hello Colin,

As per your request I am providing you with the questions and concerns the District of Hudson's Hope Council would like to discuss with the Executive Committee delegation that will be meeting with us at 4:00pm on November 12th in Hudson's Hope.

The DHH Council has been reticent to join the Coalition due to:

- 1. The uncertainty of the terms of reference;
- 2. The uncertainty, once signed, of our ability to share fairly and responsibly in the resources:
- 3. The uncertainty, once signed, of our ability to have control of our community's resources vis-a-vis industrial property taxation/GIL;
- 4. The uncertainty of NOT to including the PRRD and Electoral Areas in having a role/membership in this Coalition;
- 5. Our past negative experience with our signed/unsigned agreements with the same members of this Coalition i.e. Fair Share Agreement and the Regional Legacy Benefits Agreement Term Sheet;
- 6. Uncertainty of Minister Oakes and the Ministry's position on this matter;
- 7. Lack of certainty of the Fair Share Agreement renewal and term conditions in 2020 for the extension to 2030;
- 8. Uncertainty of the impacts on rural residents of the District of Hudson's Hope;
- 9. Uncertainty of mitigation and compensation of the impacts on rural residents of the District of Hudson's Hope
- 10. What can this coalition do that the PRRD cannot do?
- 11. What do you see as the benefit to Hudson's Hope?

Council looks forward to discussing the above concerns with the NEBCRMC Delegation at our upcoming meeting.

Regards,

Tom Matus, CAO

THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

Mayor Johansson and Council

SUBJECT:

L&M Engineering: Dudley St Sewer Back-Flow

DATE:

November 10, 2014

FROM:

Tom Matus, CAO

We took some videos of the sewer main which we provided to L&M. I received the following email from Curtis Saunders of L&M Engineering in regard to ideas as to how to mitigate the backflow problem.

"We have reviewed the information available from the District and have the following suggestions for the persistent sewer back-up problems near the lift station.

For the District's system:

- We are in general agreement with your theory that it is likely a blockage occurred in the low-gradient main line. It appears secondary blockages in the service laterals may also have occurred in some cases.
- It is unclear to us how the force main from the lift station "connects" into the sewer. In this review, we assumed it just "pours" into the nearest downstream manhole and doesn't connect with a closed fitting to the sewer main.
- The CCTV did appear to show the pipes in fairly good condition; however there are definitely some sections that appear to be low grade or sags. For instance, at about 1.5m to 2.5m downstream of SMH2 (1m: 20s into the video of Pipeline SMH2 SMH3), the water level appears unusually high.
- With the information currently available we can't say whether improvements to the District's sewer main are a possibility. If the sewer main was run at low-gradient the entire way, there is little that can be done that is practical and economical at this point. However, if there are unnecessary "drops" across manholes or steeper than necessary grades, it may be possible to steepen the problematic low-gradient section of sewer. To evaluate this option, it would be necessary to generate a sewer profile by surveying the manhole lid elevation and pipe elevations at each of sanitary manholes running downstream to the east (perhaps 5 manholes). Although we do recommend this survey, it may be fairly costly for us to perform (\$2K-\$3K) and may determine that in fact no upgrades are practical.
- Another option came to mind are there provincial grants available for infrastructure surveys? Perhaps L&M could perform this survey in addition to a larger scope survey to comprehensively provide an asset survey to the District? As the region grows, it will be beneficial to the District to have up-to-date asset maps of the sanitary infrastructure.

For the Homeowner's systems:

• A copy of the current Plumbing Code (2012) relevant to backflow protection is attached. Although likely not in force during construction of the buildings in question, it does

- highlight today's standard practice whereby backflow preventors are installed anytime the elevation of a basement floor drain is below the top of road elevation.
- We would recommend the homeowners install backflow preventors. I have attached some product information on a common model.
- We would also recommend the homeowners install a flood alarm. This would give them an indication of when the backflow preventor is "shut" and allow them to restrict water use and perform maintenance if necessary.
- Ideally, these units would be installed in the basements for easy access and maintenance; however, this may not be practical. Alternately, they could be installed outside between the house and the main sewer."

We are also taking manhole depths (from the Garbitt Crescent west to the 1st manhole on Dudley Dr. off Garbitt Crescent east), using a transit to send to L&M.



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

November 5, 2014

Curtis Saunders, EIT
Project Engineer
L&M Engineering Ltd.
1210 4th Ave.
Prince George, BC V2L 3J4

Re: L&T Ventures - Ardill Avenue Subdivision

Dear Mr. Saunders,

I am in receipt of your letter dated September 30th, 2014 in reply to my PLA letter I sent you dated August 6th, 2014, thank-you. My reply to your letter is as follows:

Land Ownership

I agree as to your reply.

Closure of Highway and Transfer of Portion of Highway and Triangle Parcel

I agree to your reply as far as the transfer scenario of the triangle parcel at no cost. To clarify, this transfer is based on the provision by L&T of the "whole" new road construction as proposed on the updated engineering design plans prepared by L&M Engineering and all other terms noted in the PLA: (I am not sure if this survey plan update is to be done by McElhaney but in any case this survey plan needs updating as per my comments in my PLA letter provided to you).

To note, the District never proposed the triangle parcel as Park dedication; I did state that it is likely that the Council would opt for payment in-lieu of dedication, and further if Council opted for dedication it would be the Council's choice as to which lot they would want dedicated, perhaps what would be Lot 3 for dedication, but this is for Council to decide.

The PLA requirements include the terms that are required for the transfer of the land within the triangle including that land that is within the closed highway in exchange for the services and requirements identified in my PLA letter to L&T. we estimate the cost of the triangle parcel including the closed R/W to be between \$50K - \$75K. Should L&T refuse the terms they would still be required to provide, for example, the sewer main extension to connect to the existing sewer main and all other requirements noted in our bylaws and any other governing BC legislation; and cash in lieu or Park dedication will be required as per

the LGA section 941, if Park dedication, L&T would be required to provide land from within its own 9 Lots.

Highway Dedication and Subdivision Plan

I still require the revised survey plan as per my comments in my PLA letter to you.

Again the waiver of the latecomer fee as part of the terms of the land transfer proposal.

Construction of New Highway and Installation of Services

L&T will require a Development Variance Permit to be approved by Council so as not to require the construction of a paved road as per the requirement in our current Subdivision Bylaw #293.

We are in the process of approving our new "draft" Subdivision Services Bylaw.

Installing the connections to the existing lots is a term of the transfer of the aforementioned lands.

Timing of Construction

An Irrevocable Letter of Credit will be required for work done on District lands and Right of Ways.

Park Dedication or Payment in Lieu

I am not sure where the suggestion came from that the District of Hudson's Hope proposed that the triangle parcel or portion thereof be the park dedication – I know there was discussion on this point but I don't recall it being initiated by me. As I note in my PLA letter it is likely that Council would prefer a payment in lieu of park dedication, this being their prerogative.

Transaction

To reiterate, any work on District lands will require an ILOC. L&T will either provide cash or park dedication, prerogative of Council. Land will be valued as per s. 941of the LGA: market value of residential land.

Should you require any further clarification please contact me.

Regards,

Tom Matus, AO



Date: 30 September 2014

File: 1014-601-02

District of Hudson's Hope Box 330 9904 Dudley Drive Hudson's Hope B.C. VOC 1V0

Attention: Mr. Tom Matus, CAO

Reference: L&T Ventures - Ardill Avenue Subdivision

Dear Mr. Matus,

Thank you for providing our client with an Updated PLA letter (dated August 6, 2014) for the above-mentioned project. We appreciate the time and effort the District has invested to ensure that the details of this project will follow both the applicable legal acts and proceed in such a way to protect the interests of each of the parties involved. L&M Engineering ("L&M") has prepared a response letter for the District of Hudson's Hope ("the District") on behalf of L&T Ventures ("L&T") to outline their current position and clarify several points so that the proposed transaction and project may proceed.

Land Ownership

In general, L&T agrees that this section of the District's letter is accurate and has no comments.

Closure of Highway and Transfer of Portion of Highway and Triangle Parcel

L&T agrees that the transfer scenario proposed by the District, whereby the former highway land (Plan 24634) and the triangle parcel are transferred to L&T at no cost in return for the provision of new road construction as proposed on the engineering design plans prepared by L&M Engineering. Furthermore L&T supports the District's proposal to utilize a portion of the triangle parcel to satisfy the Park Dedication requirement of the Local Government Act.

L&T understands that as condition of entering into the Purchase and Sale Agreement (PSA), it would be responsible for the LTO registration costs, Property Transfer Tax, GST, and a \$3000 contribution to the District.

Highway Dedication and Subdivision Plan

The surveyor for the project (McElhanney – Fort St. John) has been notified of the comments and will prepare a revised subdivision plan. The former road adjacent to the District's Lot 1 will be consolidated with Lot 1 and Lot 1 will not be hooked across the road. It is also agreed that an additional lot may be created to the north of the new road and could become Lot 10. Any land south of the new road will either be Lot 11 or Lot 1 remainder; we will discuss this point with the legal surveyor.

L&T does not agree to waive entitlement to latecomer payments as condition of the PSA. This development *does require* that excess or extended services be provided as defined in Section 939 of the Local Government Act. Specifically, it is L&M's understanding that only the costs associated with the construction of the off-site sanitary sewer (and overlying gravel access road) will be applicable to potentially serve properties other than the land being developed. Accordingly, it follows that the party who provides up-front funding of the service extension (L&T in this case) is entitled to recover fair compensation from benefitting latecomers. In doing so, L&T acknowledges the risk that the portion of costs applicable to extending the services may not be recovered within the 10-year standard collection period. The first step in this process will be for L&M to submit an engineered plan of proposed services applicable for latecomer's charges to the District for review and approval.

Construction of New Highway and Installation of Services

It is agreed that the engineering plans will be amended to show the new road extending the entire length of the subdivision. Indeed a portion of this road may already be constructed, and may just need to be re-aligned and re-graded.

Service connections would be provided to each of the newly proposed subdivision lots; however, the services to be connected to the existing lots owned by the District (Lot A Plan 13288 & Remainder Lot 1) are not a requirement of subdivision. L&T would be willing to install the requested services to these lots; however, the District would need to compensate L&T at an agreed amount for the provision of these works.

Timing of Construction

It is agreed that construction will not proceed on lands not owned by L&T, unless permission is expressly granted by the District. In general L&T agrees with the requested requirements, *except* for the condition to provide a letter of credit as security. In general,

the provision of security in the form of a letter of credit is necessary in advance only when new works, desired by the authority having jurisdiction (in this case, the District) require assurance that the project will be completed and funded. In this case, L&T proposes to install new water services to the proposed subdivision lots. These new services are not required by the District for any system plans, as the District already owns and operates an existing watermain in the right-of-way. Rather, these service connection works are to the sole benefit of the developer's subdivision. Should they be incomplete, there is no benefit to the District to have security available to proceed to complete the works.

However, L&M fully agrees that L&T requires a liability insurance policy naming the District as an additional insured to protect the District from potential liability resulting from any of L&T's work. We recommend that L&T provide a copy of the proposed insurance liability policy to the District for approval. The District should review the policy to ensure its interests are satisfied and that sufficient coverage is in place to protect from any potential liability resulting from L&T's work.

Park Dedication or Payment in Lieu

It is understood that the park dedication should fulfill the requirements of section 941 of the Local Government Act. As discussed and proposed by the District, L&T intends to dedicate a portion of the triangle parcel as parkland.

Transaction

In general the process outlined is sound and agreeable; however, we note that the process described is one where the subdivision is registered *in advance* of construction. Although this is one method of construction, it is *not* the procedure that L&T intends to follow. Instead, L&T proposes to follow the conventional method of "construction first," followed by District approval of the constructed works. Only then may the subdivision registration at the LTO be executed. In this way, "Security in Lieu of Construction" for 125% of the works (as noted in Section 15 of the District's Bylaw 293) will not be required, since the developer is constructing works on their lands prior to legal subdivision. Should the District or Council require further information on this point, please contact L&M.

Corporate Search

L&T will provide the District with the requested information.

Title Search

L&M will provide the District with the requested information.

Thank you again for the detail and effort the District has provided to this process. L&M desires that an agreement may be reached between the District and L&T so that the subdivision project may be a successful one.

Sincerely,

Curtis Saunders, EIT

Curtis Jaunders

Project Engineer

L&M Engineering Ltd.

REQUEST FOR DECISION

RFD#: CM 8SR	Date: November 10, 2014
Meeting#: CM111014	Originator: Tom Matus, CAO
RFD TITLE: 2014-2024 Federal Ga	as Tax Fund

BACKGROUND:

We have received the new 2014-2024 Community Works Fund Agreement, through the UBCM; as per section 8 Terms which reads as follows:

"This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties."

DISCUSSION:

The purpose of this agreement is to as follows:

"Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environmen and strong cities and communities."

Schedule C Eligible and Ineligible Expenditures reads, in part:

- "Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:
- A. Local roads, bridges roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- B. Highways highway infrastructure.
- C. Short-sea shipping infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- D. Short-line rail railway related infrastructure for carriage of passengers or freight.
- E. Regional and local airports airport-related infrastructure (excludes the National Airport System).
- F. Broadband connectivity infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- G. Public transit infrastructure that supports a shared passenger transport system which is available for public use.
- H. Drinking water infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- I. Wastewater infrastructure that supports wastewater and storm water collection, treatment and management systems.
- J. Solid waste infrastructure that supports solid waste management systems including the collection diversion and disposal of recyclables, compostable materials and garbage.



- K. Community energy systems infrastructure that generates or increases the efficient usage of energy.
- L. Brownfield Redevelopment remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
- M. Sport Infrastructure amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).
- N. Recreational infrastructure recreational facilities or networks.
- O. Cultural infrastructure infrastructure that supports arts, humanities, and heritage.
- P. Tourism infrastructure infrastructure that attract travelers for recreation, leisure, business or other purposes.
- Q. Disaster mitigation infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible."

BUDGET:

Annual allocation is as follows:

\$88,970.54 in two equal installments in July and November 2015.

RECOMMENDATION / RESOLUTION:

That Council:

"Council approves the 2014-2024 Community Works Fund Agreement under the Administrative Agreement on the Federal Gas Tax Fund in British Columbia"

Tom Matus, CAO

2014-2024 COMMUNITY WORKS FUND AGREEMENT

under the

ADMINISTRATIVE AGREEMENT ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA

This Agreement made as of _______, 201____,

BETWEEN:
DET WEEN.
District of Hudson's Hope (the Local Government)
AND
The UNION OF BRITISH COLUMBIA MUNICIPALITIES (UBCM) as continued by section 2 of the <i>Union of British Columbia Municipalities Act</i> RSBC 2006, c.1, as represented by the President

WHEREAS:

- A. Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
- B. Canada, British Columbia and UBCM have entered into the Agreement setting out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF) in British Columbia;
- C. The Agreement provides for delivery of funding that may be received by UBCM from Canada, including interest thereon, through three programs, one of which is Community Works Fund:
- D. The Agreement sets out the purpose, terms and conditions of the Community Works Fund, and requires that in order to receive Community Works Fund funding, a Local Government must sign a Funding Agreement with UBCM;

NOW THEREFORE, in consideration of the mutual promises herein, UBCM and the Local Government agree as follows:

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM:

2. SCHEDULES

The following Schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

Schedule A - Definitions

Schedule B - Eligible Project Categories

Schedule C - Eligible and Ineligible Expenditures

Schedule D - Reporting and Audits

Schedule E - Communications Protocol

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

A. receive GTF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;

B. report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and

C. fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2 Payments under section 4.1 are subject to UBCM receiving sufficient GTF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the First Agreement.
- 4.3 Annual allocation is based on a formula set out in section 3.4 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$88,970.54, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and November 15, 2014.
- 4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 4.3 due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

- 6.1 The Local Government shall:
 - A. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are expended and used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - B. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs.
 - C. Over the term of this Community Works Fund Agreement, ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the Partnership Committee.
 - D. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
 - E. During the term of this Community Works Fund Agreement work to strengthen Asset Management, in accordance with the Asset Management framework developed by the Partnership Committee.
 - F. Invest, in a distinct account, GTF funding received from UBCM in advance of paying Eligible Expenditures.
 - G. With respect to Contracts, award and manage all Contracts in accordance with the Local Government's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
 - H. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
 - I. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:
 - GTF transactions of the Local Government for the previous calendar year, in sufficient detail to allow UBCM to produce the Annual Report required by Schedule D (Reporting and Audits);
 - a declaration from the Chief Financial Officer that the Local Government has complied with all Funding Agreements between it and UBCM; and

- any other information required by UBCM to fulfill its responsibilities under the Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.
- J. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or UBCM or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Community Works Fund Agreement.
- K. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- L. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or UBCM.
- M. Ensure actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, or UBCM and the Local Government, or between Canada, British Columbia, or UBCM and a Third Party.
- N. Ensure the Local Government does not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.
- O. Ensure that the Local Government will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.
- P. Ensure that the Local Government will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.
- Q. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

7. TRANSITION

- 7.1 As of the effective date of this Community Works Fund Agreement, the First Community Works Fund Agreement is terminated.
- 7.2 Notwithstanding section 7.1, the Parties agree that prior to its termination, the First Community Works Fund Agreement is amended to add to section 6.2 of that agreement: Schedule A (Eligible Project Categories and Project Examples); Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audit).
- 7.3 Notwithstanding section 7.1, the Parties agree that the survival rights and obligations in Section 6.2 of the First Community Works Fund Agreement (including those added to that section by virtue of Section 7.2), and any other section of the First Community Works Fund Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Community Works Fund Agreement subject to the following:
 - A. Regardless of any wording in the First Community Works Fund Agreement with another effect, Unspent Funds, including interest earned thereon, will, as of the effective date of this Community Works Fund Agreement, be subject to this Community Works Fund Agreement;
 - B. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Community Works Fund Agreement) will be reported by the Local Government to UBCM in accordance with the First Community Works Fund Agreement;
 - C. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Community Works Fund Agreement will be reported by the Local Government to UBCM in accordance with this Community Works Fund Agreement;
 - D. The survival of the reporting obligations under Section 3.2 and section 1.1 of Schedule E (Reporting and Audits) of the First Community Works Fund Agreement extends only until these obligations are fulfilled by the Local Government for the 2013 reporting year, after which, the reporting obligations under Section 6.1(i) and Schedule D of this Community Works Fund Agreement will apply; and
 - E. Any matters that Section 3.1 (iv) and Schedule G of the First Community Works Fund Agreement would have applied to will be dealt with under Section 6.1(d) and Schedule E (Communications Protocol) of this Community Works Fund Agreement.

8. TERM

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

9. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

10. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall from part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

11. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

12. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

13. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director 525 Government Street Victoria, British Columbia V8V 0A8

Facsimile: 250 356-5119 Email: ubcm@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

Hudson's Hope	UNION OF BC MUNICIPALITIES
Original signed by:	Original signed by:
Mayor	Corporate Officer
Corporate Officer	General Manager, Victoria Operations
Signed by Hudson's Hope on the day of, 201	The Community Works Fund Agreement have been executed by UBCM on the day of, 201

Schedule A - Definitions

- "Agreement" means the Administrative Agreement on the Federal Gas Tax Fund in British Columbia.
- "Annual Report" means the duly completed annual report to be prepared and delivered by UBCM to Canada and British Columbia, as described in Schedule D (Reporting and Audits).
- "Asset Management" (AM) includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management) of the Agreement, and can include:
 - · an inventory of assets;
 - · the condition of assets;
 - · level of service:
 - · risk assessment;
 - a cost analysis;
 - community priority setting;
 - long-term financial planning.
- "Base Amount" means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.
- "Chief Financial Officer" means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.
- "Communications Protocol" means the protocol by which all communications activities related to GTF funding will be delivered as described in Schedule E (Communications Protocol).
- "Community Works Fund" means the fund provided from the Federal gas tax revenues to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.
- "Community Works Fund Agreement" means this Agreement made between UBCM and Local Government.
- "Contract" means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- "Eligible Expenditures" means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).
- "Eligible Projects" means projects as described in Schedule B (Eligible Project Categories).
- "First Agreement" means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

- "First Community Works Fund Agreement" means the agreement entered between UBCM and Local Government in order to administer the Community Works Fund under the First Agreement.
- **"Funding Agreement"** means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient as entered under the First Agreement or the Agreement.
- "GTF" means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act*, *No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.
- "Ineligible Expenditures" means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).
- "Infrastructure" means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.
- "Local Government" means a municipality as defined in the Community Charter [SBC 2003] Chapter 26, a regional district as defined in the Local Government Act [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the Vancouver Charter [SBC 1953] Chapter 55.
- "Outcomes Report" means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting and Audits).
- "Partnership Committee" means the Committee required to be established by the Agreement to govern the implementation of the Agreement and further described in Annex C of the Agreement.
- "Party" means Canada, British Columbia or UBCM when referred to individually and collectively referred to as "Parties".
- "Third Party" means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.
- "Ultimate Recipient" means a Local Government.
- "Unspent Funds" means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) prior to the effective date of the Agreement.

Schedule B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

- A. Local roads, bridges roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- B. Highways highway infrastructure.
- C. Short-sea shipping infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- D. Short-line rail railway related infrastructure for carriage of passengers or freight.
- E. Regional and local airports airport-related infrastructure (excludes the National Airport System).
- F. Broadband connectivity infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- G. Public transit infrastructure that supports a shared passenger transport system which is available for public use.
- H. Drinking water infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- I. Wastewater infrastructure that supports wastewater and storm water collection, treatment and management systems.
- J. Solid waste infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
- K. Community energy systems infrastructure that generates or increases the efficient usage of energy.
- L. Brownfield Redevelopment remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
- M. Sport Infrastructure amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).
- N. Recreational infrastructure recreational facilities or networks.

- O. Cultural infrastructure infrastructure that supports arts, humanities, and heritage.
- P. Tourism infrastructure infrastructure that attract travelers for recreation, leisure, business or other purposes.
- Q. Disaster mitigation infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C - Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset:

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

-studies, strategies, or systems related to asset management, which may include software acquisition and implementation;

- -training directly related to asset management planning; and,
- -long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

- 1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - the arrangement is approved in advance and in writing by UBCM.
- 1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

- A. project expenditures incurred before April 1, 2005;
- B. project expenditures incurred before April 1, 2014 for the following investment categories:
 - -highways;
 - -regional and local airports;
 - -short-line rail;
 - -short-sea shipping;
 - -disaster mitigation;
 - -broadband connectivity;
 - -brownfield redevelopment;
 - -cultural infrastructure:
 - -tourism infrastructure;
 - -sport infrastructure; and
 - -recreational infrastructure.
- C. the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- D. taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- E. purchase of land or any interest therein, and related costs;
- F. legal fees; and
- G. routine repair and maintenance costs.

Schedule D –Reporting and Audits

1. REPORTING

Reporting requirements under the GTF will consist of an Annual Report and an Outcomes Report that will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January1st to December 31st.

1.1 ANNUAL REPORT

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

<u>Financial Report Table:</u> The financial report table will be submitted in accordance with the following template.

	Annual	Cumulative
Annual Report Financial Table	20xx - 20xx	2014 - 20xx
L-124	UBCM	
Opening Balance ¹	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Rec	pients in aggregate	
Opening Balance ²	\$xxx	
Received from UBCM	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Expenditures	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

¹ For the 2014 Annual Report this means the amount reported as unspent by UBCM the 2013 Annual Expenditure Report (as defined under the First Agreement).

² For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

- A. the accuracy of the information submitted in the Financial Report Table; and
- B. that Funds were expended for the purposes intended.

Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

1.2 OUTCOMES REPORT

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

- A. Beneficial impacts on communities of completed Eligible Projects;
- B. Enhanced impact of GTF as a predictable source of funding including incremental spending; and
- C. Progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits

2. AUDITS

Canada may, at its expense, carry out any audit in relation to the Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to the Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada and its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
- Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.

Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

Schedule E - Communications Protocol

1. PURPOSE

- 1.1 The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. JOINT COMMUNICATIONS APPROACH

- 2.1 The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.
- 2.2 The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.
- 2.3 The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.
- 2.4 The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3. INFORM CANADA ON ALLOCATION AND INTENDED USE OF GTF FUNDING FOR COMMUNICATIONS PLANNING PURPOSES

3.1 UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

- 3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.
- 3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4. PROJECT SIGNAGE

- 4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.
- 4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5. MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

- 5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- 5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 5.3 A Party or an Ultimate Recipient may request a media event.

- 5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.
- 5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.
- 5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm.
- 5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.
- 5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6. PROGRAM COMMUNICATIONS

- 6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.
- 6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.
- 6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.
- 6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

Mayor and Council

SUBJECT:

Protective Services Monthly Update

DATE:

10 November 2014

FROM:

Robert Norton, Director of Protective Services

INFORMATION:

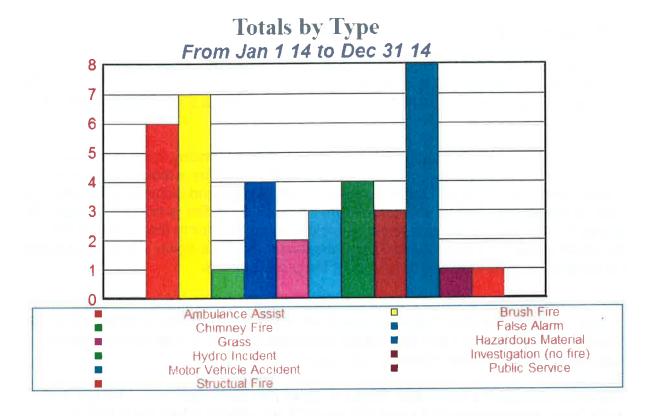
This report is a synopsis of the activities of the various branches of the Protective Services Division.

Fire Department

Year to date the department has responded to 41 calls for service including:

Brush Fires	9
Ambulance Assist	6
False Alarm	4
Motor Vehicle Incidents	8
Investigations (no fire)	3
Hazardous Materials Response	3
Hydro Incidents	4
Structure Fires	2
Public Service	1
Chimney Fire	1





The annual Halloween Fireworks fundraiser for Muscular Dystrophy was once again conducted with great success. The event raised approximately \$2000 to support Muscular Dystrophy Canada's mission of providing support and resources to those affected by neuromuscular disorders, and funding ongoing research for a cure.

The Fire department also conducted the annual door to door food drive in support of the Friends of Hudson's Hope Food Bank. This event provides a significant portion of the food needed to operate the food bank throughout the year, and also assists with the Food Bank's Christmas hamper initiative. The donations this year were again very substantial, and speaks to the generosity of the community.

The Junior Fire Fighter Program has now entered its 10th year of providing local students with the opportunity to learn about emergency response in a safe and controlled environment, and assist in the department's community service efforts. This year the program consists of 4 students, three placed with the downtown hall, and one in Beryl Prairie.

The order for the replacement water tanker has been placed with Hub Fire Engines, the successful proponent of the tender process. A pre-build meeting with the manufacturer is scheduled for 17 November 2014, and production will commence shortly after the meeting.

Emergency Preparedness

The Jamieson Woods fuel fire treatment project is now completed. The final report to UBCM has been reviewed, and received technical, spatial, and financial approval. This approval has resulted in UBCM finalizing the process with a \$384,949.43 payment to the District.

The Lynx Creek fuel fire treatment project will be recommencing once the required 30 cm of snow is present in the work area. This level of snow is a requirement of our timber license, and this condition is in place to reduce ground disturbance in the work area. In the spring of 2014, the contractors completed fuel fire removal in 2 of the 10 timber blocks while favourable snow conditions existed. Prior to the restart of the treatment project the District and TDB Consultants will once again undertake a public notification process to inform residents of the project details.

Members of the District Staff are completing exercise management coursing from the Justice Institute of British Columbia, which will equip the District to conduct effective inhouse discussion-based and operational exercises to test our internal emergency management procedures, planning and policies.

The radio repeater for the Public Works channel has been replaced. The previous model was approximately 30 years old, and did not provide adequate levels of serviceability. This upgrade provides additional operational capability for the Public Works crews, and will improve worker safety when staff are operating in remote areas of the District.

Public Safety

In an effort to improve public safety and general lighting conditions within the District, a number of issues have been identified and addressed. District staff have worked with BC Hydro to ensure repairs have been effected to approximately 13 street lights throughout the community, and the public has been asked to assist us with these efforts by reporting any street lighting that may need repair.

Arrangements to improve the parking lot lighting at the arena have been made. This upgrade will involve replacing the existing lighting on the building with much brighter LED lighting which should substantially increase the level of available light in the parking lot, while reducing the potential light pollution that may affect neighbouring properties. The contractor is awaiting the arrival of the lights, and work should commence NLT 17 November 2014.

Lighting upgrades have also underway for the District Office and surrounding parking lots. This upgrade will also incorporate the use of LED lighting which should improve light levels, reduce energy consumption, and provide 20 year bulb life thus reducing maintenance costs. This project is also awaiting parts.

Staff have been engaged with an electrical contractor to upgrade the street lighting owned by the District on Macintosh Crescent and Turner Crescent. This upgrade will also involve the use of LED lighting, and will offer similar benefits in terms of lowered energy consumption, and reduced maintenance costs.

Robert Norton, Director of Protective Services

Tom Matus, CAO

THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

Mayor and Council

SUBJECT:

Sewer Service Regulations Bylaw No. 845, 2014

DATE:

November 6, 2014

FROM:

Laurel Grimm, Deputy Clerk

RECOMMENDATION:

That:

"Sewer Service Regulations Bylaw No. 845, 2014 be adopted this $10^{ ext{th}}$ day of

November."

BACKGROUND/RATIONALE:

First and second readings were given at the October 14, 2014 Council meeting.

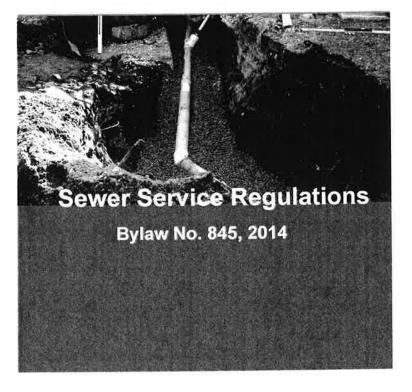
Third reading given at the October 27, 2014 Council Meeting.

The name was changed from *Director of Protective and Inspective Services and Fire Chief* to *Director of Protective Services* as directed and the title of the bylaw in the footer was corrected.

Report Prepared By:

Laurel Grimm, Deputy Clerk







SCHEDULE A - Sewer Service Regulations

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Schedule E - Service Application Form

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1chedule G - Restricted Wastes

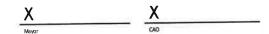


WHEREAS pursuant to the Community Charter, the District may operate and regulate a sewer system as a municipal service;

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

- 1 This bylaw shall be cited as the "Sewer Service Regulations Bylaw No. 845, 2014"
- 2 The following schedules attached hereto form part of this Bylaw:
 - 1 Schedule A (Sewer Service Regulations)
 - 2 Schedule B (Penalties)
 - 3 Schedule C (Municipal Ticket Information Offences)
 - 4 Schedule D (Designated Bylaw Enforcement Officers)
 - 5 Schedule E (Service Application Form)
 - 6 Schedule C (Prohibited Wastes)
 - 7 Schedule D (Restricted Wastes)
- .3 If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be served and the decision that it is invalid shall not affect the validity of the remainder of this Bylaw.
- 4 Sewer Service Regulation Bylaw No. 841, 2014, is hereby repealed and replaced with this Bylaw.
- .5 Sewer Service Regulation Bylaw No. 757, 2008, and all amendments thereto are hereby repealed and replaced with this Bylaw.

Read a first time this	day of, 2014
Read a second time this	day of, 2014
Read a third time this	day of, 2014
Adopted this	day of, 2014



SEWER SERVICE REGULATIONS Bylaw No. 845, 2014



SCHEDULE A

Sewer Service Regulations



1.0 DEFINITIONS

In this bylaw, all words or phrases shall have their normal or common meaning except where this is changed, modified or expanded by the definitions set forth below.

BIOCHEMICAL OXYGEN DEMAND or 'BOD' means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in 5 days at 20 degrees Centigrade, expressed in milligrams per litre, as determined by the appropriate procedure in standard methods,

COMMUNITY SEWER SYSTEM means all sanitary sewer works and all appurtenances thereto, including sewer mains, Sewage lagoons, sewer outfalls, service connections, Sewage lift stations, force mains siphons and treatment facilities owned, controlled, maintained and operated by the District that gather, treat, transport, store, utilize or discharge wastes. The Community Sewer Systems does not include storm drains.

CONSUMER means any person who discharges Waste into the Community Sewer System under this

CONTAMINANT means any substance, whether gaseous, liquid or solid, whether dissolved or suspended, that:

- injures or is capable of injuring the health or safety of a person;
- (b) injures or is capable of injuring property or any life form
- interferes or is capable of interfering with the proper operation of a sewer or Sewage facilities; causes or is capable of causing material physical discomfort to a person; or
- damages or is capable of damaging the environment.

COUNCIL means the Council of the District of Hudson's Hope

DISTRICT means the District of Hudson's Hope

INSPECTION CHAMBER means a below-ground structure built in the line of a sewer or sanitary drain for inspecting or testing the sewer or drain and for clearing obstructions from the surface

LOW PRESSURE SYSTEM means a sanitary sewer system consisting of on-site, privately owned, operated and maintained Sewage pumps with discharge pipes connected to a District owned and operated low pressure Sewage forcemain or gravity sewer. The entire length of the Service Connection is private, even that portion within the public right-of-way.

OIL AND GREASE means an organic substance recoverable by procedures set out in Standard Methods and includes but is not limited to grease, hydrocarbons, esters, fats, oils, waxes and high-molecular-weight carboxylic acids

OPERATIONS MANAGER means the person appointed by Council to manage and oversee the day-today operation of the Community Water System, the Approving Officer and/or the Chief Administrative Officer (CAO)...

SEWER SERVICE REGULATIONS Bylaw No. 845, 2014



SEWAGE means the water-borne Wastes of the municipality derived from human or industrial sources including domestic wastewater and industrial wastewater, but does not include rain water, ground water, or drainage of uncontaminated water



PRIVATE SEWER SERVICE means a pipe, including manhole and Inspection Chamber laid on a property connecting a Service Connection with a house, building, or structure on the property. A Private Sewer Service is used to convey Waste to the Community Sewer System and is not owned by the District.

SANI-STATION means an approved facility to which Sewage is transported for temporary storage,

SERVICE CONNECTION means a service pipe from the Sewer Main to the property line A Ser-Connection includes an Inspection Chamber and is part of the Community Sewer System.

SEWER (MAIN) means a pipe, or conduit and other equipment and facilities, owned, operated a maintained or otherwise under the control or jurisdiction of the District, for collecting and transporting waste

STANDARD METHODS means the latest edition of 'Standard Methods for the Examination of Water and Wastewater" jointly prepared and published from time to time by the American Water Works Association, American Public Health Association and the Water Environment Federation or any successor published standards

STORM DRAINS means all pipes, conduits, drains and other equipment intended or necessary to carry storm water

STORM WATER means water originating from rainwater, snow melt, and/or ground water Storm Water includes but is not limited to, water from roof drains and building foundation drains

SYSTEM EXTENSION means any installation requiring the construction of a Sewer Main on a highway, District right-of-way or easement, from an existing Sewer Main, but does not include a Service Connection

UNCONTAMINATED WASTEWATER means water after use for any purpose that is not substantially changed from its natural state in terms of chemical or biochemical qualities and/or temperature Uncontaminated Wastewater includes but is not limited to, cooling water, dechlorinated water discharged from a swimming pool and water used in street cleaning.

URBAN SERVICE BOUNDARY means the maximum extent to which the District will extend the unity Sewer System as shown and defined in the District's Official Community Plan

WASTE means any substance whether gaseous, liquid or solid, that is or is intended to be discharged or discarded, directly or indirectly, to its respective sewer, drain, and treatment plant or collection station

WASTE (DOMESTIC) means Waste produced on real property or in a premises which is solely used for residential purposes

WASTE (NON-DOMESTIC) means all Waste except domestic Waste, sanitary Waste, trucked Waste,

WASTE (SPECIAL) means a substance that is defined as "Special Waste" as interpreted by the ental Management Act.

WASTE (SANITARY) means Waste from sanitary conveniences on residential and on-residential property

SEWER SERVICE REGULATIONS Bylaw No. 845, 2014



2.0 GENERAL REGULATIONS

2.1 Conditions of Sewage Collection

- It is a condition of the collection of Sewage that
 - the District shall not be liable for damage by reason of the failure of collection of (a) sewer to any Consumer, and,
 - the District shall not be liable for any injury or damage to any person or property arising or occurring from the use of the Sewer System.

2.2 User Fees

All Consumers must pay the applicable sewer rate(s) that are set out in the District's Fees and Charges Bylaw.

2.3 Enforcement

Subject to the provisions of the Community Charter the Operations Manager, and any other designated District bylaw enforcement officer, is authorized to enter, at all reasonable times, any day of the week, on any property in order to inspect and determine whether the regulations and requirements of this Bylaw are being met



3.0 COMMUNITY SEWER SYSTEM

3.1 Requirement to Connect

- Within the Urban Service Boundary, every owner of a premise frontling or abutting a Water Main must connect to the Community Sewer System.
- 2 In addition to any other penalty that may be imposed by this Bylaw, or penalties levied by other government agencies, where the owner of a premise falls, neglects, refuses to or does not connect the to the Community Sawer System, the District may have the work done at the expense of the owner, and the District may recover the cost in the same manner as District taxes.
- 3 Each parcel is limited to a maximum of one Service Connection except when:
 - (a) there is more than one permanent building on the parcel; or,
 - (b) there is a duplex on the parcel.

3.2 Application to Connect

- 1 An application to connect, or reconnect, to the Community Sewer System must be made by the owner of a premise using the "Connection I Abandonment Application Form" (Schedule E).
- 2 Each application to connect, or reconnect, to the Community Sewer System must be accompanied by a sewer Service Connection fee, as outlined in the District's Fees and Charges Bylaw.
- 3 Prior to connecting to the Community Sewer System, the owner of the premise must obtain the approval from the Operations Manager in writing.
- .4 Despite Section 3.2.1 of this Bylaw, the District may decline to Install a Service Connection if:
 - any part of the Community Water System has inadequate capacity to meet the proposed additional service requirements; or,
 - (b) the proposed Service Connection exceeds twenty metres (20,0 m) in length,

3.3 Installation of Service Connection

All Service Connections must be installed in accordance with all relevant District bylaws and regulations.

SEWER SERVICE REGULATIONS Bylaw No. 845, 2014

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from the property line, for the interim period during which the $Service\ Connection$ is not in use.

- .2 If the intention is to not ever use the Service Connection, the owner of the premise must, at his or her expense, effectively have the Service Connection capped and sealed.
- .3 When an owner of a premise permanently ceases use of a Service Connection, the owner must immediately notify the District (see Schedule E) and pay the abandonment fee set out in the District's Fees and Charges Bylaw.

3.5 System Extensions

- 1 The Community Sewer System will not be extended beyond the Urban Service Boundary
- 2 The District will not permit System Extension within the Urban Service Boundary if
 - any downstream part of the Community Sewer System has inadequate capacity, based on the District's flow volume calculations, to meet the proposed additional service requirements; or
 - (b) the proposed System Extension would cause the District to expend an inordinate amount of lime, effort or money, as determined by the Operations Manager or his/her designate, to operate and maintain the System Extension, in comparison to the revenue that it would generate.
- 3 System Extensions for which the District pays either wholly or partially, will only proceed provided costs to the District are:
 - (a) Recoverable in whole, or in part, from existing and future parcels of land that will be served by the System Extension;
 - (b) Not excessive as determined by Council.
- 4 Any person seeking the installation of an System Extension by the District must:
 - (a) enter into a servicing agreement with the District; and
 - submit to the District any technical drawings necessary, in the opinion of the Operations Manager, to complete the extension.
- 5 Any person wishing to construct a System Extension at their own expense must:
 - (a) enter into a servicing agreement with the District;
 - (b) supply the engineering dealgns and cost estimates (both documents under seal of a professional engineer registered in the Province of British Columbia) to the District along with any other information required by the Operations Manager, and,
 - (c) permit the District, or the District's contractors, to inspect the extension prior to backfill, perform or witness all standard testing procedures and if required by the



- 2 Only the District, or approved District contractors, shall install Service Connections, unless otherwise permitted in writing by the Operations Manager.
- .3 Service Connection(s) will be located as per owner requests, wherever possible. In the event that the owner's preferred location is not practical, the Operations Manager will designate an appropriate location for each Service Connection to the parcel or building(s), as the case may be.
- 4 The following conditions apply when an application for a Service Connection accompanies a building permit with a construction value greater than \$100,000, or where a parcel is being redeveloped:
 - (a) If the Service Connection and Private Sewer Service are less than thirty (30) years old, the owner of the parcel must provide a video inspection for the District to review. The owner of the parcel must repair the Service Connection if it has excessive damage.
 - If the Service Connection and Private Sewer Service are thirty (30) years old or older they must be replaced.
 - (c) All no-corrode, asbestos cement or clay service pipes of any age or condition must be replaced.
 - (d) All shared Service Connections and Private Sewer Services must be replaced
 - Every owner of a parcel that connects to the Community Sewer System must
 - discontinue use of any septic tanks, lagoons or mounds; and
 - (b) decommission any septic tanks, lagoons or mounds; or,
 - (c) remove and dispose of any septic tank
- 6 No person shall excavate any roadway within the District for the purposes of installing or repairing sewer, or any other utilities, without first submitting the following:
 - (a) a satisfactory Certificate of Insurance naming the District as an additional insured;
 - (b) a satisfactory Street Opening Bond in the amount of ten thousand dollars (\$10,000,00) executed to the benefit of the District; and,
 - (c) a sketch of the location and nature of the work to be done

3.4 Shut-Off and Disconnection

In the event that a building or structure is removed from its site, or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the owner of the premise must, at his or her expense, effectively cap the downstream side of the *Private Sawer Service*, a minimum of 2 meters or the depth of the inspection chamber,

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Operations Manager, modify the extension to meet District standards or requirements for similar extensions.

No provision of this bylaw limits or restricts in any way Council from exercising full jurisdiction and control over the operation of the Community Sower System, and the fact that any extension may have been installed and constructed without cost to the District will not in any way exempl the person receiving service from any regulations, rates, order or bylaw of the District. The payment of part or all of the installation and construction costs by any applicant for a Service Connection shall not be construed as a guarantee by the District with respect to continuity or adequacy of service.

3.6 System Failures

- All persons must immediately notify the District of any suspected defects, breaks or breakdowns in the Community Sewer System, and any suspected defects, breaks or breakdowns in Private Sewer Services that may threaten the integrity of the Community Sewer System.
- Where any Service Connection, becomes stopped or otherwise fails to function, the owner or occupier of the premise must notify the Operations Manager. The District shall, as soon as is reasonably practicable, arrange to have the Service Connection unstopped or otherwise restored to serviceable condition.
- .3 Where there is no Inspection Chamber Installed on the Service Connection at the property line, or the Inspection Chamber has been buried, covered, or obstructed and cannot be located by the District, the District will take reasonable efforts to locate the connection through means of surveying, sounding, probing, and shallow hand digging. If other methods are required, the cost of these methods shall be the responsibility of the owner. The cost to remove and replace material, structures, and improvements covering or obstructing the Inspection Chamber and the reinstalement of the area to its previous state shall be the responsibility of the owner of the premise.
- The following conditions apply where a Service Connection is unstopped or otherwise restored to serviceable condition as a result of a blockage:
 - (a) If the blockage is found in a Private Sewer Service on the owner's property side of the connection, then the owner shall be responsible for all costs to remove the blockage, repair the Service Connection and reinstate the area to its previous
 - (b) If the blockage is found to be located in the Community Sewer System due to a structural fault, the District will, at its costs, remove the blockage, repair the Service Connection, reinstate the area to its previous state, and pay reasonable direct costs necessary to initially expose the Service Connection.
 - c) If it is determined that a blockage within Community Sewer System is as a result of an introduced foreign object or substance, the District will remove the blockage,



repair the Service Connection and reinstate the area to its previous state, with the owner or occupier of the premises responsible for all costs incurred by the District.

All costs for District works which are deemed to be the responsibility of the owner of a premise shall be paid upon demand and if unpaid on the thirty-first (31) day of December of the year in which the work is done shall be deemed to be taxes in arrears and the District may recover the cost in the same manner as District taxes in accordance with the applicable provisions of the Local Government Act and Community Charter.

3.7 Prohibited Activities

- No person shall connect to, add to, tamper with, operate, remove or after the Community Sewer System or any part thereof except in accordance with this Bylaw.
- No person shall without lawful excuse break, damage, destroy, uncover, deface or mar the Community Sewer System or any part thereof.
- 3 No person shall obstruct, at any time, or in any manner, the access to any manhole, inspection chamber, or other fixture connected with the Community Sower System, by placing thereon or in the vicinity thereof, any fencing or other impediments, landscaping, lumber, timber, wood, brick, stone, gravel, sand or other materials or things and the Operations Manager or any other employee or agent of the District may order the removal of the obstruction and the expense of the removal will be charged to and paid by the person so offending in addition to any other penalty imposed by this bylaw.
- 4 No owner or occupier of a premise serviced by the Community Sewer System may accept, admit or discharge any Waste or other material or substances, unless the Waste or other materials or substances was generated on property to which the service is provided.

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- N Oilfield supplies and service; and,
- x. Tire sales
- All interceptors must be of a type and capacity approved by the Operations Manager and must be installed in readily and easily accessible locations for cleaning and inspection. Once installed, all interceptors shall be maintained by the owner of the premise, at his or her expense, in an operable and functional state at all times. The Operations Manager may prescribe the manner and the frequency of maintenance and may require that the owner periodically provide acceptable proof of maintenance.

4.3 Low Pressure Systems

- At no time shall the owner or occupier of a premise change the pumping characteristics of the pumping system within a premise, unless otherwise approved by the Operations Manager.
- 2 The owner of the premise is fully responsible for the operation, maintenance, repair and replacement of any pumping system including pump unit(s), controls, entire force main and all auxiliary components, and annual pump outs of solids tanks, from the building to the connection to a low pressure Sewer Main.
- 3 If a pumping system does not provide adequate pressure like owner must replace the pumpe, forcemain and controls including installing a balancing tank to meet changing operating conditions of the Low Pressure System in the area. The replacement work shall be designed by a professional engineer and the owner shall submit the record of replacement to the District. All work is to be completed at the owner's cost.



4.0 PRIVATE SEWER SERVICE

4.1 Establishment

- 1 The owner of a premise is solely responsible for the installation of Private Sewer Services, at his or her own cost.
- 2 Every owner of a premise shall construct Private Sewer Service(s) in strict complianc. the 8C Building Code and the District's Building Bytaw and must operate and maintain true Private Sewer Service(s), including clearing any blockages directly attributed to discharge from the premise.
- If, after receiving 7 days written notice from the District that the owner of a premise is not in compliance with section 4.0.1, and had an opportunity to be heard before Council, then District staff may enter the parcel to undertake necessary repairs and/or replacements, All associated costs shall be paid by the owner of the premise, and are recoverable in the same manner as taxes pursuant to the Community Charler.

4.2 Interceptors

- Grease and oil and sand interceptors must be provided on all Private Sewer Services for:
 - All food establishments, other than vehicles, as defined in the Food Safety Act, R.S.B.C. 2002, c.28 as amended;
 - (b) All industrial used permitted uses in the District's Zoning 8ylaw under Section 20
 (M1 Light Industrial) and Section 21 (M2 Heavy Industrial);
 - (c) The following commercial used permitted in the District's Zoning Bylaw:
 - Gas bar,
 - Automobile, truck and recreation vehicle sales and repairs where trucks and recreational vehicles do not exceed 4,700 kg (10,364 lbs.) gross vehicle weight;
 - iii. Public transportation depot;
 - iv. Service Station;
 - Automobile, recreation vehicle, boat, trailer, tire, truck sales, rental, repair and cleaning;
 - vi. Car and truck wash establishment
 - vii Heavy equipment repair,
 - viii. Instruments, small equipment sales and service

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5.0 INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL WASTE

- 1 The design flow rates of the sanitary sewer system for industrial, commercial or institutional Waste are:
 - gravity sewers 30,000 litres/gross hectare/day with the peak flow rate not exceeding 1.3 litres/gross hectare/second; and,
 - (b) low pressure systems flow rate to be designed in accordance with the specific design of the downstream system and in consultation with the Operations Manager.
- Where Waste is discharged into the sanitary sewer system at a rate which is in excess of the design flow rate as identified in Section 5.0.1 above, the Operations Manager may prescribe a rate of discharge that is acceptable within the system or may direct that the Waste be conveyed to a sewer inlet at another location adequate to receive the flow. When a request is received to discharge an excess amount of waste, it will be considered a special circumstance and will be scheduled during low volume times such as between midnight and 6:00 a m.
- .3 Where no appropriate sewer is available or where the discharge is considered to be injurious to or exceed the design flow rate of the Community Sewer System, the Waste may be disposed of in into an outlet in a manner prescribed by the Operations Manager, subject to regulations, standards of quality, quantity, rate of discharge and other stipulations and conditions as may be prescribed or are in effect by legislation or this bylaw.
- .4 Every owner of a premise is responsible for providing, installing, operating and maintaining equipment to limit the discharge within the prescribed rate or convey Waste to another outlet as directed by the Operations Manager.
- 5 Except where expressly authorized to do so by an applicable pre-treatment standard or requirement in accordance with the Ministry of Environment's specification, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pre-treatment standard or requirement, or in any other pollutant-specific limitation developed by the District. The Operations Manager may impose mass limitations on industrial users who are using dilution to meet applicable pre-treatment standard region requirements or in other cases where the imposition of mass limitations is appropri



6.0 PROHIBITED AND RESTRICTED WASTE

6.1 Prohibited Waste and Special Waste

- No person may permit sludge, material or deposit contained in a septic lank to enter the Community Sewer System, other than at a specific District designated facility.
- No person may discharge or allow or cause to be discharged, into the Community Sewer System any.
 - (a) Prohibited Waste (Schedule F), other than truck Waste that is permitted to be disposed at a specific District designated facility;
 - (b) Special waste
 - (c) Water or any other substance for the purpose of diluting any non-domestic Waste discharged into a sewer to meet acceptable tolerance standards within this bylaw,
 - (d) Anything in a concentration or quantity which may be or may become a health or safety hazard to personnel operating or maintaining the sewers or the sanitary sewer system or which may cause damage or interfere with the proper operation of a sewer or the sanitary sewer system or which may injure or is capable of injuring any property, or health of any person or any life form.
- 3 No person may discharge or continue to allow to be discharged any Storm Water directly into a Private Sewer Service or the Community Sewer System.

6.2 Restricted Waste and Storm Water

- 1 Unless the owner has received prior authorization in writing form the Operations Manager, no person shall discharge or allow or cause to be discharged into a Private Sewer Service or the Community Sewer System any:
 - (a) restricted Waste (Schedule G);
 - (b) uncontaminated wastewater; and,
 - (c) processed water from groundwater remediation,
- 2 Sanitary Waste from recreational vehicles must be discharged into approved sani-stations.
- 3 Nothing in this bylaw absolves a person discharging Waste from complying with any regional, provincial or federal enactment.

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7.0 INSPECTION AND MONITORING

- The Operations Manager may require a property located within an industrial or service commercial zone whose owner or tenant is deemed to be discharging non-domestic Waste into the Community Sewer System to install and maintain a control manhole at the property line suitable for the inspection, measuring and sampling of the non-domestic Waste or if the Operations Manager determines that one or more existing manholes are suitable for the purpose of inspecting, measuring and sampling, the Operations Manager may designate one or more of such manholes as control manholes.
- The owner of property where a control manhole has been installed must ensure that the manhole is accessible and is maintained in good condition at all times.
- .3 The Operations Manager may require that a person who is discharging any material or substance into the Community Sewer System undertake measuring, sampling and analysis of the material or substance discharged at his or her expense.
- 4 All measuring, sampling and analysis required by the Operations Manager must be in accordance with methods and procedure specified in Standard Methods, unless otherwise authorized by the Approving Officer.
- .5 Samples which have been collected as a result of a requirement of the Operations Manager pursuant to Section 7.0,3 herein, must be analyzed by a qualified, independent agency, unless other prior arrangements have been authorized in writing by the Operations Manager.
- 6 If there is no control manhole on a parcel, the point of discharge into the Community Sewer System for the purposes of enforcing this Bylaw will be designated by the Operations Manager as that location where access to the discharge for the purpose of measuring, observing or sampling is possible.



6.3 Accidental Discharge / Spill Reporting

- All persons must notify the *District* and appropriate government agencies immediately of any sludge loading, accidental discharges or any other discharges or highway spills of wastes in violation of this Bylaw to enable countermeasure to be taken by the *District* to minimize damage to the *Community Sower System* and/or the receiving waters.
- .2 The owner of the premise must identify the type of chemical, volume of spill, location, time and date of occurrence and the countermeasure taken to control the spill.
- .3 Within five (5) calendar days of the date of occurrence, by a detailed written statement from the owner of the premise describing the causes of the discharge and the measure being taken to prevent its future occurrence must be submitted to the District in writing.
- 4 Notification will not relieve the owner of the premise of liability for any consequential expense, loss or damage to the Community Sewer System or for any fines and/or penalties imposed by the Ministry of Environment which result from the violating discharge.

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8.0 OFFENCES AND PENALTIES

- Any person who contravenes any provision of this Bylaw is liable to the District for and must indemnify the District from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the District may have under this Bylaw or otherwise at law.
- .2 Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this Bylaw is liable to a minimum fine of One Thousand Dollars (\$1,000) and a maximum fine and or penalty of Ten Thousand Dollars (\$10,000)
- 3 The minimum and maximum fines for breach of this Bylaw pursuant to the Offence Act and section 263 of the Community Charter are those listed in Schedule B.
- 4 Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
- 5 The District may enforce compliance with the stipulations within this bylaw or non-payment of fines by preventing access to sewer services being supplied to the user or discontinuing the service thereof provided that the District has provided 7 days' written notice and has also provided the owner of the parcel affected with an opportunity to make representations to Council.
- .6 Nothing in this Bylaw limits the District from utilizing any other remedy that is otherwise available to the District at law.
- 7 The District designates this Bylaw as a bylaw that may be enforced by means of a ticket in the form prescribed for that purpose by the Community Charter and the Community Charter Bylaw Enforcement Ticket Regulation.
- 8 The persons appointed to the job positions or titles listed in Schedule D of this Bylaw are designated as Bylaw Enforcement Officers for the purposes of issuing tickets under this Bylaw.
- 9 The words or expressions set forth in Column 1 of Schedule C of this Bylaw designate the offence committed under the Bylaw section number appearing in Column 2 opposite the respective words or expressions for the purposes of issuing lickets under the Community Charter. The amounts appearing in Column 3 of Schedule C of this Bylaw are the fines for the corresponding offences designated in Column 1 for the purposes of issuing tickets under the Community Charter.



SCHEDULE B

Penalties

DESCRIPTION OF OFFENCE	PENALTY
Construction of sewer service without and/or in contravention of servicing agreement	\$10,000
Enter and/or work on public sewer without written authorization	\$5,000
Connecting private sewers without a permit	\$5,000
Extension of private system from one lot to another	\$5,000
Fail to provide required sewer service to separately titled lots	\$ 5,000
Roof leaders or Storm Drains connected to sanitary sewer	\$ 2,500
Flow monitoring point not installed as required	\$ 1,500
Wilfully damage with Sanitary Sewer	\$10,000
Wilfully tamper with device in the Sewer System or Sewage Facility	\$10,000
Release of wastes other than permitted matter, such as prohibited, restricted or special waste, to a Sanitary Sewer. An additional charge will be applied for the testing of the wastewater in truck.	\$10,000
Non reporting of accidental discharge/spill	\$5,000
Reasonable effort to repair/remedy/confine release not taken	\$2,500
High inflow and infiltration from the Building Sanitary Sewer	\$2,500
Failure to replace or repair deficient Building Sanitary Sewer	\$2,500
Discharge of restricted Waste without approval	\$10,000
Septic tank, lagoon or mound not discontinued and decommissioned	\$2,500

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SCHEDULE D

Designated Bylaw Enforcement Officers

Chief Administrative Officer

Director of Public Works

Director of Protective Services

Bylaw Enforcement Officers

Approving Officer

Other District Authorized Personnel



SCHEDULE C

Municipal Ticket Information Offences

COLUMN 1 DESCRIPTION OF OFFENCE	COLUMN 2 SECTION	COLUMN FINE
Flow monitoring point not constructed and/or maintained	5,0,4	\$1,000
No access to flow monitoring point	3,7,3	\$1,000
Grease/oil interceptor not installed	4.2.1	\$500
Grease/oil interceptor insufficient capacity or design	4.2.2	\$500
Grease/oil interceptor inaccessible	4.22	\$500
Grease/oil interceptor not maintained	4.2.2	\$500
District work crew hindered from performing work	4	\$150

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SCHEDULE E

Service Application Form (Connection & Abandonment)

未未来 Request 72 hours in advance for inspections Monday to Friday 8:00 am – 5:00 pm

Totays Date
Works Begin Date

Owner Information

Owner(s) Addites:

Owne	1(0)	S MESCHESELL NOONS	Abdress	(non-street	SECTION SECTION
Fotantija	st hame	Street Address	Cely	Province	Postal Code
Home Phone	Celf	Fax		Email	

Property Information

Civic Address of Subject Property

Lot Boo Pan

Street Address BioChartoer

Frenches Requested

Frenches Residential

Frenches Residential

Commercial

Instituterial

Instituterial

Instituterial

Instituterial

				Contractor Name	
Full Company Name Street Address City Province Postal	Province Postal Code	CNY	Street Address	ny Name	Full Compa

Declaration

Wile the registered owner(s) of the above mentioned property, do heatly apply for Service Connection from the street main to triplus property and authorities the District of Husbon's Hippe to inspect the service(s) provided by the Continetor predictor provided above and to which by all confidence of the Districts Shrivers.

While hereby declare that the above statements and the information contained in this application are to the best of mylour and correct in all aspects. While hereby agree to inclaimity and leap harmises the Dishirt of Husbarn Hope and its employee, as it claims, liabilities, pullipriers, costs and superiors of whitehome knowled which may in my way occur apartite the add Dishirt and its employees in consequence of and incidental to, the granding of this permit, it issued, and I native agree to contain to all imputements of the applicable, statement and bytems in their on the Distinct of Publishmit Products.

igneture of Owner(s): _______ Date:



SCHEDULE F

Prohibited Wastes

The following are prohibited wastes

Flammable or Explosive Waste

Any waste, which is capable of causing or contributing to an explosion or supporting combustion in any portion of the sanitary sewer system, Flammable and explosive wastes include but are not limited to, gasoline, benzene, naphtha, propane, diesel or other fuel oil, crankcase oil and sludge resulting from the manufacture of acetylene.

2 Waste Causing Obstruction or Interference

Any Waste which is capable of obstructing the flow of or interfering with the operation or performance of any portion of the sanitary sewer system including, but not limited to earth, concrete and cement based products, sand, gardening or agricultural wastes, ash, chemicals, metal, glass, tar, asphait, plastic, wood, Waste portions of animals, fish or fowl, solidified fat, paper and brewery waste.

.3 Odorous Waste

Any waste, other than sanitary Waste which is capable of creating an odour, or other air contaminant, causing air pollution outside any sewer or Sewage facility or creating within any sewer or Sewage facility an odour or other contaminant which would prevent safe entry by authorized personnel.

4 High Temperature Creating Waste

- (a) Any Waste which may create heat in amounts which will interfere with the
 operation and maintenance of the sewer and Sewage facility or with the treatment
 of Waste in a Sewage facility;
- (b) Any Waste which will raise the temperature of Waste entering any Sewage facility to 40 degrees Centigrade or more; and
- (c) Any non-domestic Waste with a temperature of 65 degrees Centigrade or more

.5 Corrosive Waste

Any Waste with corrosive properties which may cause damage to any sewer or Sewage facility.

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SCHEDULE G

Restricted Wastes

The following are restricted wastes:

1 Food Waste

Any non-domestic Waste from cooking and handling of food that, at the point of discharge into a sewer, contains particles larger than 0.5 centimetres in any dimension.

2 Radioactive Waste

Any Waste that, at the point of discharge into a sewer, exceeds radioactivity limitations established by the Atomic Energy Board of Canada from time to time

3 pH Waste

Any non-domestic Waste which, at the point of discharge into a sewer, has a pH lower than 5.5 or higher than 11.0 as determined by a grad sample.

4 Specified Waste

Any Waste which, at the point of discharge into a sewer, contains any substance at a concentration in excess of the levels set out in Tables A, B or C below. All concentrations are expressed as total concentrations which include all forms of the contaminant, combined or uncombined, whether dissolved or undissolved. The concentration criteria apply to both grab samples and composite samples. Definitions and methods of analysis for these substances are outlined in standard methods.

Any non-domestic Waste containing any of the substances listed below in Tables A, B, C at dissolved concentrations in excess of the Special Waste Regulation Leachate Quality Criteria (as amended form time to time), regardless of the sampling method used, shall qualify as a special waste.



6 Pathogenic Waste

Any Waste containing infectious material which may create a contaminant in the sanitary sewer or Sewage facility.

7 Trucked Waste

Any Waste that is collected and transported off site by means other than discharge to a sewer, including but not limited to Oil and Greese from interceptors, and other sludge of organic origin.

SEWER SERVICE REGUEATIONS Bylaw No. 845, 2014





TABLE A - CONVENTIONAL CONTAMINANTS

CONTAMINANT	MAXIMUM CONCENTRATION (MG/L)
Biochemical Oxygen Demand (BOD)	500
Chemical Oxygen Demand	20,000
Phosphorus	200
Dissolved Solids	5,000
Total Kjeldahl Nitrogen	500
Total Oil and Grease¹ (O&G – Total)	150
Total Suspended Solids (TSS)	600

Note ' Total Oil and Grease includes Oil and Grease (Hydrocarbons)

TABLE B - ORGANIC CONTAMINANTS

CONTAMINANT	MAXIMUM CONCENTRATION (MG/L)
Oil and Grease (Hydrocarbon) (O&G – Hydrocarbon)	15
Phenois	1
Chlorophenols ¹	0.05
Polycyclic Aromatic Hydrocarbons ² (PAHs)	0.05
Benzene	0.1
Tolai BETX ³	1

Notes

Chlorophenols include:

Tetrachlorophenol (2,3,4,5-, 2,3,4,6-, 2,3,5,6-)
Pentachlorophenol

Polycyclic Aromatic Hydrocarbons (PAHs) include:

acenapthylene anthracene benzo(a)anthracene benzo(b)fluoranthene

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benzo(k)fluoranthene benzo(g,h,l)perylene benzo(a)pyrene chrysene dibenzo(a,h)anthracene fluoranthene fluorine naphthalene phenanthrene pyrene indeno(1,2,3-c,d)pyrene BETX includes: benzene ethylbenzene toluene

TABLE C - INORGANIC CONTAMINANTS

CONTAMINANT	MAXIMUM CONCENTRATION (MG/L)
Aluminum (Al)	50
Arsenic (As)	1.0
Boron (B)	50
Cadmium (Cd)	02
Chlorine (free) (Cl ₂)	5.0
Chromium (total) (Cr)	4.0
Cobalt (Co)	5.0
Copper (Cu)	2.0
Cyanide (CN ⁻)	2.0
Iron (Fe)	10.0
Lead (Pb)	1.0
Manganese (Mn)	5.0
Mercury (Hg)	0,05
Molybdenum (Mo)	1.0
Nickel (Ni)	2.0
Selenium	1.0
Silver (Ag)	1.0
Sulphide (S2-)	3.0
Zinc (Zn)	3,0

SEWER SERVICE REGULATION: Bylaw No. 845, 2014



DISTRICT OF TUMBLER RIDGE

Office of the Mayor

October 10th, 2014

Mayor Gwen Johansson District of Hudson's Hope

Via Email

Mayor Johansson:

RE: Request of Support

District of Tumbler Ridge Council and staff have been working hard to develop a made-in-Tumbler Ridge response to the Walter Energy and Anglo American closure notices. Council recently met with provincial ministers at the annual Union of B.C. Municipalities (UBCM) conference in Whistler. During the conference we presented ourselves to the Province as a united Council dedicated to the betterment of Tumbler Ridge. With the help of our MLA Mike Bernier we delivered a message that Tumbler Ridge is working on an economic action strategy that will benefit residents both in the short term and the future. We had very productive meetings with the Province and secured agreements to meet again soon in Victoria to further discuss how the Province can help Tumbler Ridge build a stable and diversified local economy.

Through our MLA Mike Bernier, who has been an invaluable champion for Tumbler Ridge, we have requested meetings with:

- Bill Bennett, Minister of Energy and Mines
- Shirley Bond, Minister of Jobs, Tourism and Skills Training
- Steve Thompson, Minister of Forests, Lands and Natural Resource Operations
- Teresa Wat, Minister of International Trade
- Amrik Virk, Minister of Advanced Education
- Coralee Oakes, Minister of Community, Sport and Cultural Development

At this time we are reaching out to our neighboring communities for support. Specifically, we are seeking a letter from your community in support of Tumbler Ridge as we enter into these meetings with the Province. The well-established and collaborative relationships that have long existed within our region have certainly served all of us well in our individual approaches to the province. At this time, Tumbler Ridge is experiencing one of the most significant per capita job losses in recent memory. An important aspect of our approach to the province will undoubtedly centre on our ability to demonstrate a deep level of concern from our regional neighbors. Your assistance in expressing this support would be greatly appreciated.

Sincerely,

R. Mackay Rob Mackay Deputy Mayor



October 12, 2014

Her Worship Gwen Johansson Mayor, District of Hudson's Hope Box 330 Hudson's Hope, BC V0C 1V0

Dear Mayor Johansson:

Thank you very much for meeting with Deputy Minister Dave Nikolejsin, MLA Pat Pimm and me during the UBCM Convention this year. I really value the briefings with local government representatives each year. They're always insightful and very helpful to me and my colleagues.

I appreciated our discussion regarding the Site C Dam project, as well as your follow-up letter received by myself and Deputy Minister Nikolejsin, which outlines those aspects you would like government to consider going forward. I support your request for further meetings between Hudson's Hope and senior provincial officials and encourage you to keep in touch.

I would like to commend you for your dedication to public service; I know you're working hard on behalf of the people of Hudson's Hope. I want to encourage you to keep in touch because I believe strongly that only by knowing about local priorities can we – together – reach our collective goal for a strong and healthy province.

Thank you again for the update. It was good to see you, and I wish you all the best as you forge ahead with your work on behalf of your community.

Christy Clark

Premier

pc: Deputy Minister Dave Nikolejsin, Ministry of Energy and Mines

Pat Pimm, MLA, Peace River North



File:30050-25/SCCE-18

Ref: 104717

October 15, 2014

Her Worship Mayor Gwen Johansson and Councillors District of Hudson's Hope Box 330, 9904 Dudley Dr Hudson's Hope BC V0C 1V0



Dear Mayor Johansson and Councillors:

I am writing in connection with the Site C Clean Energy Project (Project) which has been proposed by BC Hydro and Power Authority (Proponent). This is to advise you that the Minister of Environment and the Minister of Forests, Lands and Natural Resource Operations decided on October 14, 2014 to issue an environmental assessment certificate for the Project.

As indicated in prior correspondence, the Project involves the new construction and operation of a third dam and hydroelectric generating station on the Peace River, 7 km southwest of Fort St. John, British Columbia. Due to the nature of this undertaking, it will still be necessary for the Proponent to obtain the required provincial and federal approvals and licences, in addition to the Environmental Assessment Certificate, before the Project can proceed.

More information on the Environmental Assessment Certificate can be found at www.eao.gov.bc.ca. If you have any questions or require other information, please contact me by telephone at 250-387-2402, or by email at Brian.Murphy@gov.bc.ca.

Yours truly,

Brian Murphy

Executive Project Director

John Horgan, Leader Official Opposition Room 109 – Parliament Buildings Victoria, B.C. V8V 1X4 P: 250-953-4838



Selina Robinson, M.L.A. Coquitlam-Maillardville Room 201 – Parliament Buildings Victoria, B.C. V8V 1X4 P: 250-387-3655

October 2, 2014

Mayor Johansson and Councillors District of Hudson's Hope Box 330 Hudson's Hope, BC V0C 1V0



Dear Mayor Johansson and Councillors:

My team and I enjoyed meeting so many dedicated mayors, councillors and directors at the 2014 UBCM convention last week. As I said in Whistler, you've had to work hard to get a fair shake for your communities in a time of dwindling resources and increased need.

We spoke with many of you about the timing and one-sided nature of the BC Public Sector Compensation Review. We are concerned that the timing of this report was more about embarrassing local government than addressing the issues UBCM has outlined in the Strong Fiscal Futures report. We also heard your disappointment about the Minister of Transportation Todd Stone's response to UBCM's excellent research on ferry fares and the BC economy. The report put out by AVICC and UBCM is the only research done to date studying the impact of ferry rates on local economies. Despite having no research of his own, the Minister dismissed that report and failed to address the impact of ferry fares on coastal economies.

The Premier in her talk to UBCM talked about working in partnership. We observe a gap between what is said by this government and how they actually interact with their partners.

We value the important work of local governments in our towns, rural areas, villages and cities. We recognize that senior levels of government have moved responsibility for problems to you, without the funding to address those problems. As a result, local governments are grappling with how to address the challenges of homelessness, addictions and mental health problems among others. It doesn't make sense and it doesn't serve BC residents. Our vision is that the provincial government will work closely with local government as partners in building stronger, more vibrant communities where British Columbia families and individuals thrive.

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We paid close attention to the resolution work you did at UBCM and will monitor the government response to those resolutions. In Question Period and during Budget Estimate debates in the spring, we intend to remind the government to follow through on their commitments to you.

Your information and knowledge is invaluable to us in doing that work. As we head into the Legislature this October 6th I invite you to keep us informed about successes and problems you see in your community that we can help you to amplify.

Selina Robinson, our Opposition Spokesperson for Local Government, is your contact with our team. You can reach Selina by phone at 250-953-4701 in Victoria or 604-933-2001 in Coquitlam or by email at Selina.Robinson.mla@leg.bc.ca

To those of you running for re-election, we wish you the best of luck for the November election. To those of you choosing to end your time in local government, thank you for your service and dedication to your communities. We wish you all the best in the future.

Sincerely,

John Horgan, Leader

OfficialOpposition

Selina Robinson, MLA Coquitlam-Maillardville

Selina Robinson



Mayor Gwen Johansson District of Hudson's Hope Box 330 9904 Dudley Drive Hudson's Hope, BC VOC 1V0

Dear Mayor Johansson;

October 24, 2014



Re: Geoscience BC Annual Mayors' Breakfast at UBCM, September 25, 2014

Thank you for joining us for Geoscience BC's Annual Mayors' Breakfast on September 25th, 2014, during the Union of BC Municipalities (UBCM) Convention in Whistler. I greatly appreciate your support and interest in Geoscience BC, as well as your time in participating in the discussion about our projects and our role in delivering unbiased earth science. I also appreciate your input that we continue to strive toward combining financial efforts on projects. Your support and feedback are fundamental to our success.

Below are some of the Geoscience BC highlights of the past year that we discussed during breakfast:

- The provincial government granted \$3 million in interim funding in May 2014 government has committed to work with us to establish long term predictable funding;
- New oil & gas project in the works to map shallow aquifers in NEBC using airborne geophysics;
- Ongoing oil & gas projects include the Induced Seismicity Monitoring Project and the Horn River Basin Water Project for surface water monitoring;
- New Regional Minerals Project in the works to support mineral exploration investment, jobs and promote economic diversification; and,
- Year two of Interior Plateau Minerals Project TREK (short for Targeting Resources through Exploration and Knowledge) recently completed, with more work to come in 2015.

We hope to continue delivering independent, large-scale and relevant earth science projects to promote investment in our province. To this end, we respectfully request your consideration of sending a letter of support for Geoscience BC to Premier Clark to assist our 2014/2015 outreach efforts. As the District of Hudson's Hope is a community key to our province's continued economic development, a letter of support for Geoscience BC from you would greatly assist in our efforts in raising the organization's profile.



We look forward to continuing to work with municipalities like yours, First Nations, governments and the resource sector to deliver programs that help to build sustainable communities. Please do not hesitate to call me if you have any questions at 604-662-4147.

Sincerely,

Robin Archdekin President & CEO Geoscience BC

Cc: Geoscience BC Board of Directors