



**DISTRICT OF HUDSON'S HOPE  
COUNCIL MEETING AGENDA**

**AGENDA ADDITION**

Council Chambers

Thursday, January 29, 2015 at 7:00 PM

SR2	Intern Update Report	2
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**Intern Update, 1/29/15 – Devon**

<b>Ongoing/Current/Work has begun</b>	
<b>Project</b>	<b>Status</b>
Community Hall	<ul style="list-style-type: none"> <li>• NDIT funding moved to February intake</li> <li>• Resubmitting an RFD on behalf of a funding request “revision”</li> <li>• \$22,000 secured funding (Enabling Accessibility Grant ; Progress)</li> <li>• BC Hydro Energy Efficient Lighting Design funding – not applicable for project rebate, but <i>product</i> rebate. Paul Lythall is looking into the application</li> </ul>
Light Industrial	<ul style="list-style-type: none"> <li>• Applying for Crown Land Tenure (Light Industrial)</li> <li>• Currently awaiting Timber Statement from Joel Runtz TBD</li> <li>• Found “lost” License of Occupation for Jamieson Woods. Inquiring into how this will affect current Tenure application plans.</li> </ul>
Arena forest	<ul style="list-style-type: none"> <li>• Inquiring into for Crown Land Tenure application. Site plans and development plans needed</li> </ul>
Interpretive Signage	<ul style="list-style-type: none"> <li>• Signage write-ups have been drafted. Awaiting review.</li> </ul>
Election Official Remuneration Policy	<ul style="list-style-type: none"> <li>• In review</li> </ul>
GeoTourism Project	<ul style="list-style-type: none"> <li>• \$2480.00 grant from IMAGINE Legacy grant from Northern Health</li> <li>• Open house planned for Wednesday February 11, 2015 at 7:00pm</li> <li>• Further work to take place once community partners are established</li> </ul>

<b>Tentative/In the works/Talk only</b>	
<b>Project</b>	<b>Status</b>
NDIT Business Façade Improvement	<ul style="list-style-type: none"> <li>• No updates</li> </ul>
NDIT Small Town Love	<ul style="list-style-type: none"> <li>• Low-key advertising/promotion to take place in late winter, workshops/open houses in the spring</li> </ul>
Various Playground grants	<ul style="list-style-type: none"> <li>• No updates</li> </ul>
Green Municipal Fund	<ul style="list-style-type: none"> <li>• Forwarded between Eric Sears (Urban Systems) and Andy Ackerman. No updates</li> </ul>

<b>Completed/Waiting for work to take place</b>	
<b>Project</b>	<b>Notes/comments</b>
Civic Spatial Grant(s)	<ul style="list-style-type: none"> <li>• CivicSpatial grant accepted</li> <li>• Survey work post-poned until spring</li> </ul>
ALR Exclusion(s)	<ul style="list-style-type: none"> <li>• Applications (ATV Campground; Airport boundary) have been submitted. Still waiting for responses</li> </ul>
Land Development Prospectus	<ul style="list-style-type: none"> <li>• Prospectus draft sent in Amy Schneider. Awaiting comments</li> </ul>
Community Recreation Program	<ul style="list-style-type: none"> <li>• Final report postponed until project can meet contractual obligations</li> </ul>



Licence No.:

**813894**

File No.: 8010723

Disposition No.: 842088

THIS AGREEMENT is dated for reference November 3, 2004 and is made under the *Land Act*.

**BETWEEN:**

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

(the "Province")

**AND:**

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

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

"**Commencement Date**" means November 3, 2004;

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

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

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

**“Land” means:**

THAT PART OF THE NORTHEAST 1/4, SECTION 19 AND THE SOUTHEAST 1/4, SECTION 30, TOWNSHIP 81, RANGE 25, W6M, PEACE RIVER DISTRICT, CONTAINING 79.95 HECTARES, MORE OR LESS, SHOWN OUTLINED IN RED ON THE ATTACHED LEGAL DESCRIPTION SCHEDULE,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;

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

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

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

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

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or

enforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for Community Recreational and Interpretive Forest purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

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

#### ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (c) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
- (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (n) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in

default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
  - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
  - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(m), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any

- person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) this Agreement is subject to the Notation of Interest No. 888045 granted to the Ministry of Transportation as defined on Crown File 8004781 on file at Land and Water British Columbia Inc. for the purpose of constructing, operating and maintaining a quarry for sand and gravel exploration and extraction purposes;
- (j) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (k) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time

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

- (l) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
  - (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
  - (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

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

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

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

## ARTICLE 7 - ASSIGNMENT

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

- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you
    - (i) become insolvent or make an assignment for the general benefit of your creditors,
    - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
    - (iii) voluntarily enter into an arrangement with your creditors;

- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

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

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

8.3 You agree with us that

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

#### ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Fort St. John, British Columbia, and if we or our authorized representative have no office in Fort St. John, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Fort St. John, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

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

to us

LAND AND WATER BRITISH COLUMBIA INC.  
370-10003 110th Ave  
Fort St. John, BC V1J 6M7;

to you

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

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

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

**ARTICLE 11 - MISCELLANEOUS**

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** by  
Land and Water British Columbia Inc.,  
authorized representative of the  
minister responsible for the *Land Act*

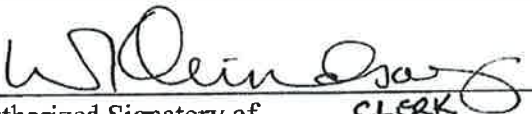


Authorized Signatory of  
Land and Water British Columbia Inc.

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



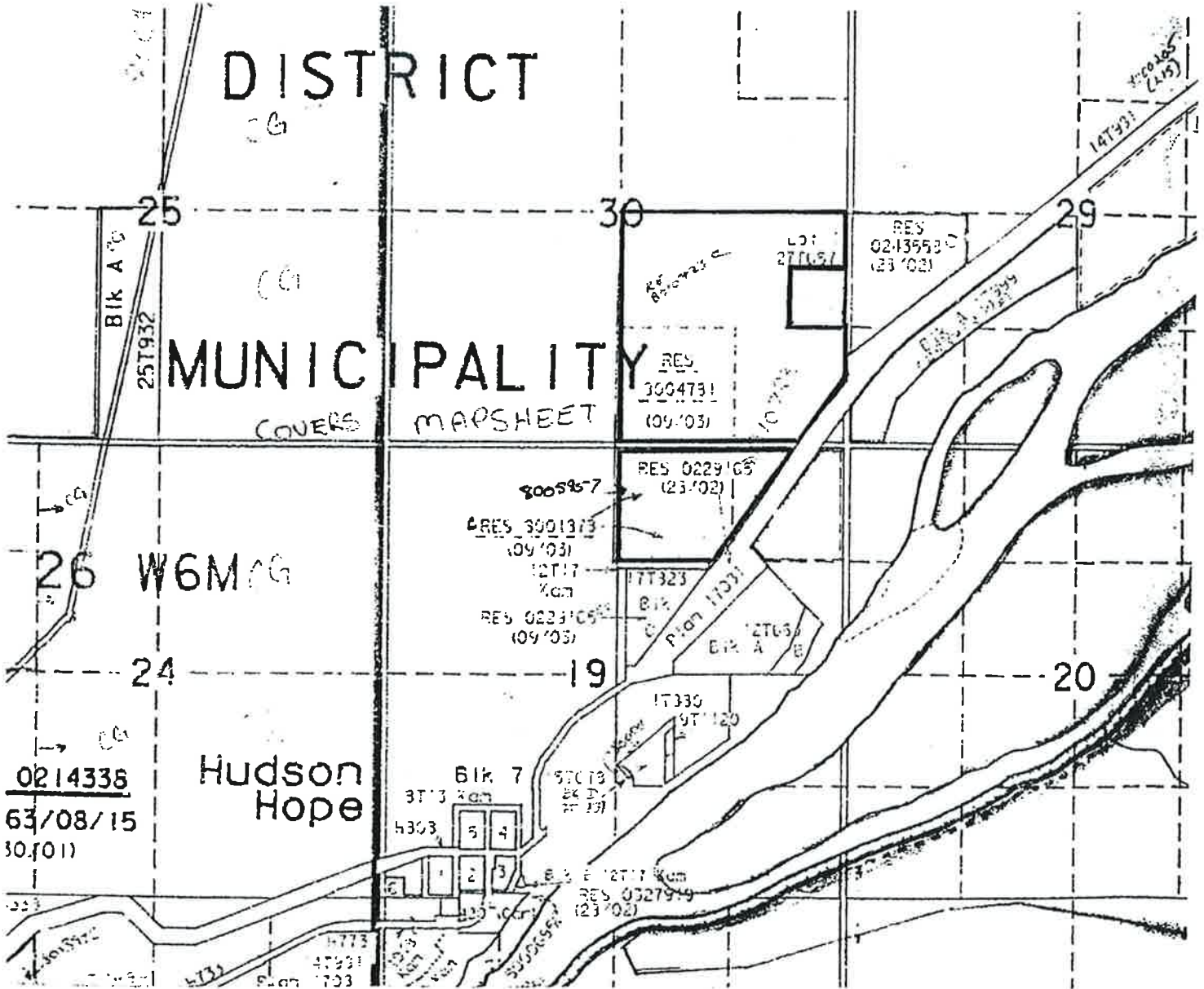
Authorized Signatory of *Mayor*  
the District of Hudson's Hope

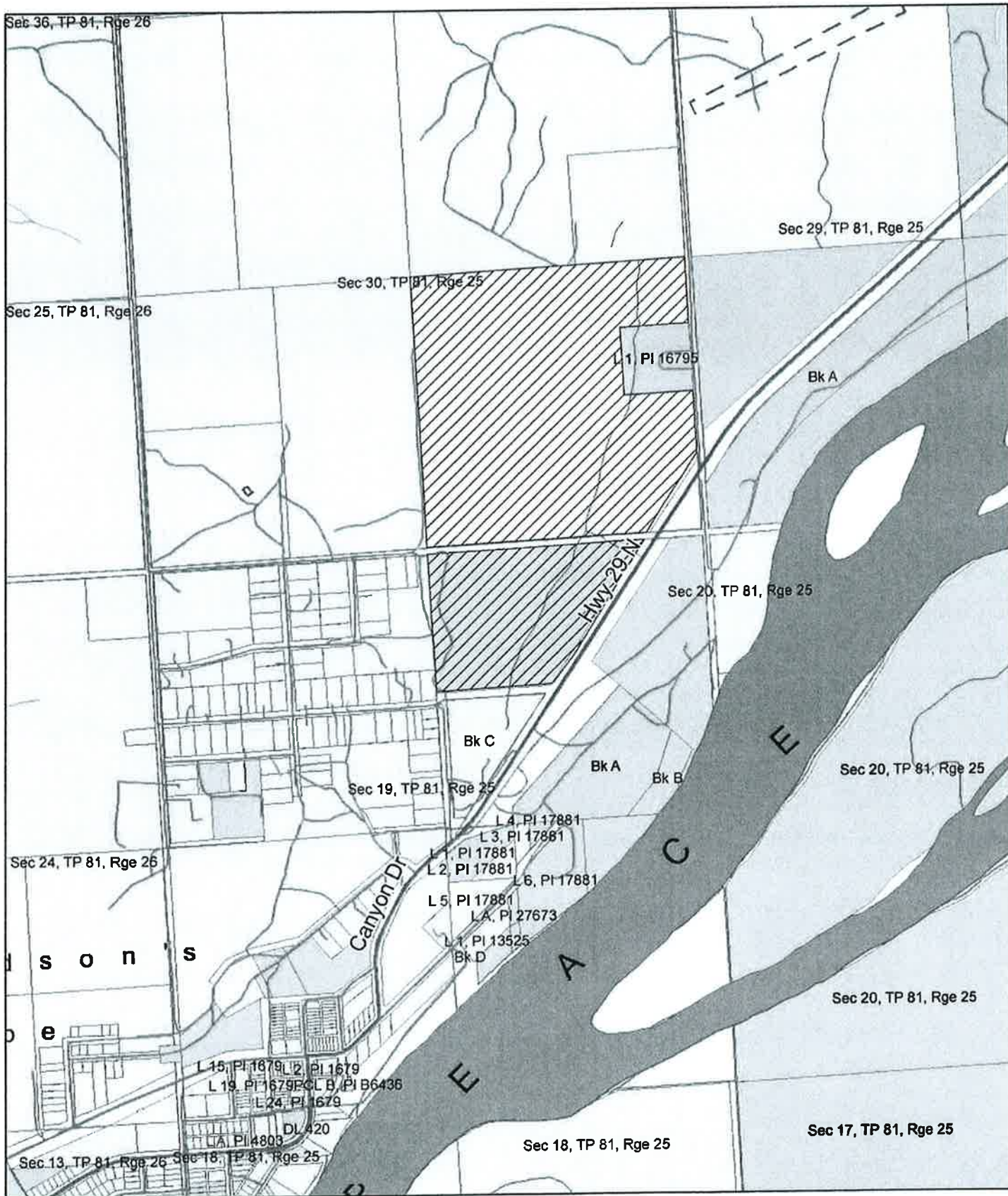





Authorized Signatory of *CLERK*  
the District of Hudson's Hope

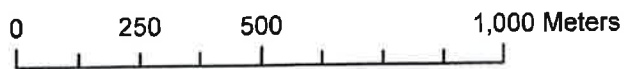
LEGAL DESCRIPTION SCHEDULE

THAT PART OF THE NORTHEAST 1/4, SECTION 19 AND THE SOUTHEAST 1/4, SECTION 30, TOWNSHIP 81, RANGE 25, W6M, PEACE RIVER DISTRICT, CONTAINING 79.95 HECTARES, MORE OR LESS





-  Licence of Occupation
-  Private Land (Surface)
-  Surveyed Crown Land (Surface)



# REQUEST FOR DECISION

<b>RFD#:</b> _____	<b>Date:</b> January 29, 2015
<b>Meeting#:</b> _____	<b>Originator:</b> Devon Flynn, Intern
<b>RFD TITLE: Geocaching Open House</b>	

## BACKGROUND:

The Hudson's Hope Geocaching Project is underway. As the success of the project is highly contingent on community involvement and awareness, a public open house will help bring attention to the project.

## DISCUSSION:

The open house is an information session. There will be a PowerPoint presentation explaining what the project is, what it means for the community, and how community members and groups can get involved in the geocaching project, as well as the activity itself.

There will be basic coffee and snacks available. There will be a standard chairs and tables set up with a projector and screen at the front of the hall.

Afterwards there will be a question and answer period to address any concerns the public may have on the project or geocaching itself.

## BUDGET:

\$100.00 - cleaning

## RECOMMENDATION / RESOLUTION:

THAT Council:

Approve the booking of the Community Hall for February 11, 2015, for the purposes of a geocaching open house event.



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Tom Matus, CAO

# REQUEST FOR DECISION

RFD#:	Date: <b>January 29, 2015</b>
Meeting#: <b>CM012915</b>	Originator: <b>Devon Flynn</b>
RFD TITLE: <b>Recreational Society</b>	

## BACKGROUND:

Council has already acknowledged support for the Recreational Society of Hudson's Hope. However, specific to the requirements of NDIT, the RHSS is requesting a resolution of support with specific wording

## DISCUSSION:

From the minutes of July 14, 2014, the resolution passed by Council stated:

### NEW BUSINESS:

**Recreation Society Letter of Support**

**0230-01**

RESOLUTION NO. 184

M/S Councillors Quibell/Heiberg

THAT:

"Council send a letter of support to the Recreation Society of Hudson's Hope." (9:50 p.m.)

CARRIED

What is requested from Council is a *resolution of support*, not a resolution passing a letter of support. This is merely a matter of wording.


## BUDGET:

This applies to the DOHH Budget which would be n/a.

## RECOMMENDATION / RESOLUTION:

THAT Council:

Provide a resolution of support for the Recreation Society of Hudson's Hope's application to Northern Development's Community Halls and Recreation Facilities Program for a grant of \$7,700 for the Hudson's Hope Indoor Playground Project.

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

# REQUEST FOR DECISION

<b>RFD#:</b> _____	<b>Date:</b> January 29, 2015
<b>Meeting#:</b> _____	<b>Originator:</b> Devon Flynn, Intern
<b>RFD TITLE:</b> DOHH match to secured funding of Community Hall	

## BACKGROUND:

In August, an RFD was submitted to Council requesting DOHH funding of up towards \$30,000 to match NDIT's contribution of up to \$30,000 funding through their Community Halls and Recreation Facilities application. The DOHH agreed, under the condition that the Community Hall be awarded NDIT's grant. Since that time, new funding opportunities have become available to the Community Hall, but still requires funding contribution from the DOHH.

## DISCUSSION:

Since August 2015, the community hall has secured \$22,000 in funding from Progress Energy and the Enabling Accessibility Grant. While funding is still available from NDIT to go towards projects, it remains contingent on the projects pursued – i.e. which “options” are chosen.

Option 1: All budgeted items *except* the floor replacement

- Budget: \$49,685.00
- Funding: \$22,000
- NDIT Contribution: \$0.00 (Will defer to February intake)
- Additional funds required: \$27,685.00

Option 2: All budgeted items (everything)

- Budget: \$109,285.00
- Funding: \$22,000.00
- NDIT Contribution: \$30,000
- DOHH Contribution: \$30,000
- Additional funds required: \$27,285.00

Option 3: Floor replacement and select budgeted items

- Budget: \$59,600.00 (plus \$22,400.00 worth of budgeted items)
- Funding: \$22,000.00
- NDIT Contribution: \$30,000.00
- DOHH Contribution: \$30,000.00
- Will need to “choose” budget items to amount to \$22,400.00

After discussion with NDIT, Johanna Dupuis, and Andy Ackerman, it seems prudent to pursue Option 1. This option is the most flexible, as its budget prioritizes the community hall's decks/stairs, but also allows for other budgeted items to be purchased on a "as financially permitting" basis; should the costs for the deck be higher than expected, fewer budget items will be purchased. It should also be noted that budgeted expenses for deck renovations used the lower quote given to by R&R Construction - \$27,000. In comparison, Option 2 requires significant additional funds to be secured and Option 3 does not focus on the deck.

Community Hall funding from NDIT has since been deferred to the February intake to be utilized for future budgeted items which would likely be used for 2015/2016 projects.

Whereas August's RFD requested Council match NDIT's potential \$30,000 funding, this RFD is requesting Council now match the secured \$22,000 from Progress Energy (\$5000) and the Enabling Accessibility Grant (\$17,000), as well as the additional \$5685.00 to meet Option 1's budget. In doing so, the Community Hall will be a significant step closer to complying with safety requirements, but also improving aesthetics, efficiency, and financial viability of the community hall.

**BUDGET:**

\$27,685.00

Proposed Option 1: All budgeted items *except* the floor replacement

- Budget: \$49,685.00
- Secured Funding: \$22,000

**RECOMMENDATION / RESOLUTION:**

THAT Council:

Approve a resolution of support and financial commitment to the Community Halls and Recreation Facilities funding.

1. Provide a letter confirming this resolution of support
2. That the same letter confirm a financial match of \$27,685.00



Tom Matus, CAO

## Hudson's Hope Community Hall

### Secured Funding

Willing to match up to \$30,000 in grants

**Budget (Current)**  
Industrial Stove/Oven: Energy Efficient light replacement (not including installation) \$ 8,648.00

Hudson's Hope

Wall renovation and cooler \$ 5,356.00  
Furnace Replacement \$ 7,631.00  
Paint downstairs bathrooms \$ 1,050.00

Enabling Accessibility \$ 17,000.00  
Progress Energy \$ 5,000.00

Replacement of decks, roof renovations and concrete walkways \$ 27,000.00  
Total of budgeted items \$ 49,685.00

Floor \$ 59,600.00

Possible NDIIT Funding \$ 30,000.00

**Total Budget \$ 109,285.00**

**Total funding potentially available \$ 76,842.00**

Option 1: Current Budget (except floors)		Option 2: Current Budget (everything)		Option 3: Floor (and select budget items)	
Budget	\$ 49,685.00	Budget	\$ 109,285.00	Budget	\$ 59,600.00
Funding	\$ 22,000.00	Funding	\$ 22,000.00	Funding	\$ 22,000.00
DOHH		DOHH	\$ 30,000.00	DOHH	\$ 30,000.00
NDIT*		NDIT	\$ 30,000.00	NDIT	\$ 30,000.00
Funds Needed	\$ 27,685.00	Funds Needed	\$ 27,285.00	Select budgets items worth this amount	\$ (22,400.00)

\*Would defer funding for other future CommHall projects



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

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

Sept 4, 2014

Hudson's Hope Community Hall Development Society  
Hudson's Hope, BC  
Box 330  
V0C 1V0

Dear Hudson's Hope Community Hall Society:

At a duly assembled District of Hudson's Hope Council meeting held on August 11, 2014, Council made the following resolution:

**NDIT Community Halls and Recreation Facilities  
RESOLUTION NO. 197  
Councillors Miller/Heiberg**

**THAT:**

"Council approve a resolution of support for applying to NDIT's Community Halls and Recreation Facilities funding application:

1. Provide a letter confirming this resolution of support
2. That the same letter confirm a financial match of up to \$30,000."

**CARRIED**

In fulfilling Northern Development's funding requirements, please consider this letter as Council's resolution of support. This letter is also to be considered confirmation of a financial contribution of up to \$30,000 towards the Hudson's Hope Community Hall. These funds are readily available once the project is approved and under the condition the Society is awarded the Community Halls and Recreation Facilities funding through the Northern Development Initiative Trust. We recognize this amount will match the maximum 50% financial contributions from NDIT, but is subject to change according to the confirmation of additional funding sources and finalized budgeted items. Upon completion of the project, the applicant must submit a final report to the District of Hudson's Hope outlining how funds were expended.

We look forward to the needed renovations and hope you are successful in your application. If you have any further questions please feel free to contact me at the address above.

Regards,

Gwen Johansson, Mayor  
District of Hudson's Hope

-Cc Tom Matus, CAO

R&R Construction Ltd.  
PO Box 1965  
Tumbler Ridge BC  
V0C 2W0  
GST# 80067 5605 RT0001  
[russell.rrconst@gmail.com](mailto:russell.rrconst@gmail.com)  
250-257-0032

Estimate for Hudson's Hope Community Hall July 23 2014

Remove rear wheelchair access deck.

Construct new wheelchair access deck to code.

Remove front and rear fire exit decks and stairs.

Construct new front and rear fire exit decks and stairs.

Form and pour cement walkway from stair landings to parking lot.

Estimate of \$17,000.00

Remove and repair roof line over wheelchair access deck.

Reconstruct to code.

Estimate of \$10,000.00



# Proposal

**Box 856  
 Charlie Lake, BC  
 VOC 1H0  
 Cell: 250-794-7077  
 Fax: 250-827-6905  
 northernlegendary@gmail.com**

Date	Proposal #
7/31/2014	2386

Name / Address		Terms	Project
District of Hudson's Hope Box 330 9904 Dudley Drive Hudsons Hope, BC VOC 1V0		Net 15	Community Hall
Description	Qty	Rate	Total
Engineering service for new decks with intersecting roof and covered ramp	1	3,200.00	3,200.00
Remove old decks (3) and associated roofs and stairs. Supply and install new decks with similar roof lines. All materials, labour, disposal cost, travel cost and live out allowance. Construction to be all treated lumber only. steel screw piles for foundations. Accessibility ramp and all hand rails built to current code. Hand rails to be aluminium railing. Upgrade to concrete on rear deck with ramp. (\$18,000) Upgrade to composite decking on wood framing. (\$4200)	1	51,486.00	51,486.00
Paint bathroom floors. No patching just paint only.	1	1,050.00	1,050.00
Remove and replace community hall flooring. Budget price per square foot. To include flooring removal, floor prep, interior design service and flooring layout and selection, new flooring, rubber base cove and all materials, labour, disposal cost, travel cost and live out allowance. Flooring will be ballroom style carpet, dance floor area in centre, and non slip maintenance free lino in kitchen, and tile floors in main floor bathrooms, and entry way. Actual flooring selections to be made will determine final flooring cost.	3,700	16.20	59,940.00
Wall to removed and re jugged for larger cooler space behind bar. All materials, electrical cost and labour.	1	3,400.00	3,400.00
GST on sales		5.00%	5,953.80

We propose hereby to furnish materials and labour - complete and in accordance with the above specifications - for the sum shown at right. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, and other necessary insurance. Our workers are fully covered by Worker's compensation insurance.

Authorized signature: \_\_\_\_\_

## ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Subtotal	CAD 119,076.00
Sales Tax Total	CAD 5,953.80
<b>Total</b>	<b>CAD 125,029.80</b>

GST No. 84441 4011	WCB. No. 792510-AQ
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Box 197, 9420 - 93 Avenue  
 Fort St John, British Columbia V1J 6W7

Tel: (250) 785-5545  
 Fax: (250) 785-5542  
 E-mail: pronorthheating@telus.net

# QUOTE

Quote No.: 1324  
 Date: 07/30/2014

**Sold To:**  
**District of Hudson's Hope**  
 Hudson's Hope, British Columbia

**Ship To:**  
 Hudson's Hope Community Center  
 Fort St John, British Columbia

Business No.: 812623700 WCB No.: 892574

Description	Quantity	Unit Price	Amount
GST GST, not included			337.17 -9.74
<b>Comments</b> <b>QUOTE VALID FOR 30 DAYS</b> IF QUOTE IS ACCEPTED, PAYMENT WILL BE DUE UPON COMPLETION OF PROJECT UNLESS CREDIT TERMS HAVE BEEN PREVIOUSLY ARRANGED	<b>Total Amount</b>		7,630.81



Box 197, 9420 - 93 Avenue  
Fort St John, British Columbia V1J 6W7

Tel: (250) 785-5545  
Fax: (250) 785-5542  
E-mail: pronorthheating@telus.net

# QUOTE

Quote No.: 1324  
Date: 07/30/2014

**Sold To:**  
**District of Hudson's Hope**  
  
Hudson's Hope, British Columbia

**Ship To:**  
Hudson's Hope Community Center  
  
Fort St John, British Columbia

Business No.: 812623700 WCB No.: 892574

Description	Quantity	Unit Price	Amount
Quote to replace existing furnace with new 96.5% High efficient two stage natural gas furnace TO INCLUDE THE FOLLOWING			
Keeprite - G9MVE0801716A furnace-80 000 B.T.U.- 96.5% efficient natural gas twoe stage , variable speed ECM blower motor	2		
Pro 6000 programable thermostat	2		
All required electrical rewiring for new furnaces	2		
All required new Plenumn transitions ,all required sheet metal ductwork updates, and return air	2		
All required P.V.C. exhaust and fresh air venting for furnace through wall	2		
All required new b & c Vent pipe and fittings up inside existing chimney to serve water heater vent only	1		
All required drainage materials to condensate pump to be piped to nearest drain	2		
All required gas fitting parts, labour, and permit for furnace	2		
All required labour and related materials	2		
Removal and disposal of old furnace and materials	2		
All trequired mileage and traveling expenses	1		
Total material and labour price as outlined (PST included)	1	6,743.38	6,743.38
Gas permit for furnace	2	280.00	560.00
Subtotal:			7,303.38
G - GST @ 5%			
TE - GST, Exempt; PST, Exempt			

**Comments** **QUOTE VALID FOR 30 DAYS**

IF QUOTE IS ACCEPTED, PAYMENT WILL BE DUE UPON COMPLETION OF PROJECT  
UNLESS CREDIT TERMS HAVE BEEN PREVIOUSLY ARRANGED

**Continued...**



**E.B. Horsman & Son**  
*The Electrical Distributor of Choice!*  
 www.ebhorsman.com



# QUOTATION

Quotation #	5042124
Quote Date	07/31/2014 09:48:23
Page	1 of 1
Taker	CSHUMAN
PO Number	COMMUNITY HALL
Job Name:	

**Quotation is valid for 30 days**

Dawson Creek Branch  
 1-250-782-4896

**Cust ID:** 12857  
**Bill To:** Hudson Hope, District Of  
 Box 330  
 9904-100th  
 Hudson Hope, BC V0C 1V0  
 CANADA

**Ship To:** Hudson Hope, District Of  
 Box 330  
 9904-100th  
 Hudson Hope, BC V0C 1V0  
 Canada

Requested By: Mr. Devon Flynn

**As of Oct 1, 2012 all Lighting, Lamps, Ballast and Worklights are subject to Eco Fees.  
 Please refer to your invoice for your final Eco Fee charges.**

**For more information on Eco Fees in BC, please visit [www.lightrecycle.ca](http://www.lightrecycle.ca)**

Owing to the volatility in the copper and steel markets, quoted prices for Teck cable, copper building wire and emt/rigid conduit are only able to be held for 5 days subject to E.B. Horsman's stock availability.

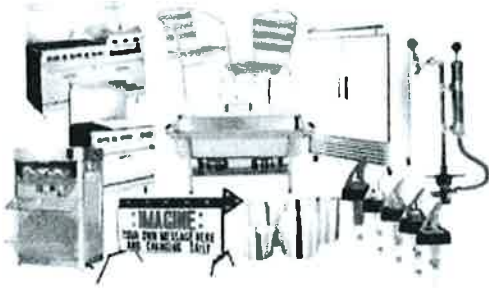
Qty Ordered	Unit Size	Item ID/Item Description	Pricing UOM	Unit Price	Extended Price	
10	EA	(001) LED/DLA/9W/30K/RETRO/E26/D/STD (62948) STA LED RECESS RETRO, 4", 9W MED <i>Ordered As: 62948</i>	EA	50.0010	500.01	
					<i>ECO Charge:</i>	1.50
40	EA	(002) FW4-2T5HO-120/277V RAB VAPOURTITE, 2-T5, 120/277V, 4', IP65	EA	76.9500	3,078.00	
					<i>ECO Charge:</i>	34.00
80	EA	(003) F54T5/841/HO 40PK PHI LAMP, FLUORESCENT,54W T5 HO,XL,4100K	EA	7.5625	605.00	
					<i>ECO Charge:</i>	32.00
<i>Total Lines: 3</i>					<b>SUB-TOTAL:</b>	4,183.01
					<b>ECO CHARGE :</b>	67.50

The Customer agrees to the E.B. Horsman & Son Terms and Conditions which shall form part of this agreement.

*Canadian Dollars*  
 Sub-Total does not include taxes

*Thank you for your business!*

Lowest Prices

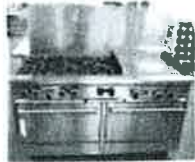


Hundreds of new items!



COOKING EQUIP - GAS >

**GARLAND DOUBLE OVEN WITH 24" FLAT TOP GRILL - 6 BURNERS**



Orig. Price: ~~\$5,844.00~~  
Sale Price: \$4,465.00  
Prod. Code: PO-70-1010-56

[View Images](#)

**Garland 'Sunfire'  
Gas Range  
(back guard slightly dented)  
60"W x 32"D**

[Create a website](#) at CityMax.com

*Auction site. May not necessarily be available.*

## Devon Flynn

---

**From:** Jessie Tan {QBD} <JessieT@qbd.com>  
**Sent:** Monday, June 30, 2014 12:42 PM  
**To:** Devon Flynn  
**Subject:** RE: Beverage coolers

Hi Devon,

We are pleased to quote you as follows:

Model CD12: \$1,516.00 each

Freight 1:	From Brampton, ON to Hudson's Hope, BC	\$790.10 (truck w/ lift gate)
Freight 2:	From Brampton, ON to Fort St. James, BC	\$439.60 (truck w/ lift gate)

Please call if you have any questions.

Thank you and regards.

Jessie Tan  
QBD Cooling Systems Inc.  
31 Bramsteele Road  
Brampton, ON L6W 3K6  
Tel: 905-459-0709 ext 259  
Toll Free: 800-663-3005 ext 259  
Fax: 905-459-1478



*THE NEXT GENERATION 2.0*

**From:** Devon Flynn [mailto:intern@hudsonshope.ca]  
**Sent:** Wednesday, June 25, 2014 1:35 PM  
**To:** Jessie Tan {QBD}  
**Subject:** RE: Beverage coolers

I think the CD26 may fit out needs best. We will only be needing one unit, but any purchase is contingent on a grant we are applying for. As of right now, we are just gaining quotes

Devon

**From:** Jessie Tan {QBD} [mailto:JessieT@qbd.com]  
**Sent:** Tuesday, June 24, 2014 12:43 PM  
**To:** Devon Flynn  
**Subject:** Beverage coolers

Hi,

Thank you for your phone inquiry.



W.L Construction Ltd.  
P.O. Box 6357  
Fort St. John, BC V1J 4H8  
Telephone (250) 787- 7707  
Fax (250) 787-2350

July 29, 2014

District of Hudson's Hope  
9904 Dudley Drive  
Hudson's Hope B.C  
V0C 1V0

Attn: Devon Flynn  
Re: Pricing for Various Works

Based on the information provided and a site visit we have calculated costs to perform various works. Work is based on 12 hour days Monday through Friday including daily travel between Fort St. John and site. A scope of work and price breakdown is as follows:

- Concrete Sidewalks \$60,000**
- Layout, excavate and place compacted gravel in sidewalk area so that they connect the parking lot, stairs, ramp, community hall, curling rink and gazebo (\$17,000)
  - Form, rebar, pour, seal and sawcut concrete (\$41,000)
  - Strip forms, shape edges with topsoil and seed (\$2,000)

- Stairs, Deck & Ramp \$60,000**
- Remove and dispose existing deck, stairs, ramp and roof (\$7,000)
  - Place 10 screw piles to support new infrastructure (\$14,000)
  - Build new deck, ramp and stairs with treated lumber and no stain or paint (\$27,000)
  - Build new roof complete with gutters, downspouts and shingles (\$12,000)

- Flooring \$64,000**
- Remove and dispose existing VC tile, remove washroom partitions, toilets, prep concrete and wood floors for new lino (\$14,000)
  - Install new vinyl plank flooring in hall and basement washrooms as per website selection complete with rubber base (\$48,000)
  - Reinstall partitions and toilets (\$2,000)
- <http://www.armstrong.com/flooring/products/luxury-vinyl/specialty-wood/> /N-6uxZ7b6

- General Conditions \$46,000**
- Trucks, excavators, compactors, dump truck, specialty tools (\$10,000)
  - Daily travel between Fort St. John and site including labor and travel mileage (\$36,000)
  - Building permit by owner

<b><u>Summary</u></b>	
\$ 60,000	Concrete Sidewalks
\$ 60,000	Stairs, Deck and Ramp
\$ 64,000	Flooring
\$ 46,000	General Conditions
<u>\$230,000</u>	Total Cost excluding GST

We hope this meets your approval and thank you for your interest in our company.

Regards,

Darren Lockhart  
Estimator

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor Johansson and Council  
**SUBJECT:** ACTION and other UPDATES  
**DATE:** January 29, 2015  
**FROM:** Tom Matus, CAO

---

### CAO Travel:

Newly Elected Officials/CAO Session – Dawson Creek	Feb 10 <sup>th</sup> (evening) & 11 <sup>th</sup> ;
LGMA CAO Forum – Richmond, BC	Feb 25 – 27;
NCLGMA 2015 AGM– Prince George	Apr 7 – 9;

### Arena

4 furnaces are installed and ready to go, a minor pressure switch problem with furnace #1 at the west end of the arena which will be addressed forthwith.

### Foreman Position

6 candidates will be interviewed via Skype. Will then screen down to two for live interviews.

### Curling Rink Building

Insurance adjuster directed Northern Capital Restoration and Construction based in Chetwynd to view the building on December 18, 2014. The view was done December 18<sup>th</sup>. Damage report received from insurance, as per attached report. Costs to repair at \$10,815.87, (deduct \$2,500.00 deductible and GST = \$7,800.83). The email from Wendy Rurak our Claims Representative notes a few options we can take which are included in the attached RFD.

### BCF Application

Making final touches to the application with Urban systems: just a few questions on asset management and financing/borrowing; asset operation and maintenance plans.

### Strategic Planning

David Marshall	Feb 4, 9, 10, 11 or early April
Gordon McIntosh	February 12-13; April 23-24; June 22-23
Alex Wray	awaiting reply.
Andy Ackerman	awaiting reply.

---

Tom Matus, CAO

4047 West 20th Avenue  
Vancouver, British Columbia  
Canada V6S 1G6

Telephone: (604) 222-2979  
or (604) 488-5357  
(cell) 604-889-7455  
email: dmarshall@fraserbasin.bc.ca

## DAVID MARSHALL, P.ENG

### EXPERIENCE

- Executive Director of the Fraser Basin Council, a non-government organization with a Board of Directors of 36, an annual budget of over \$3M and a staff of 30 that advances sustainability in British Columbia and beyond (1997-present). The duties and responsibilities of this position have resulted in the facilitation of numerous visioning, issue resolution and strategic planning initiatives (1997-2015).
- Facilitating the development of a 4-year Strategic Plan for the Peace River Regional District (2015).
- Facilitated an action plan to assist Port Metro Vancouver address the potential threats to the Southern Resident Killer Whale populations that may arise from commercial vessel activities throughout the southern coast of British Columbia (2014-2015).
- Facilitated the development of a short term strategic plan for the City of Dawson Creek (2014).
- Facilitated the development of an integrated paramedic delivery service model for Northeastern BC for Northern Health, BC Ambulance and Shell Canada (2014).
- Facilitated the final Water for Fish Forum in Richmond BC for the First Nations Fisheries Council that developed strategic objectives and an action plan (2013).
- Facilitated the development of a consensual recommendation on the location of a heliport at the new hospital in Fort St John (2013) that involved Northern Health, the oil and gas sector, the City of Fort St John, the Peace River Regional District, and BC Ambulance (2013).
- Facilitated the resolution of options for the future of the British Columbia Academic Health Council with the Council's Board of Directors (2012).
- Moderated the sixth Keepers of the Water Gathering hosted by the Fort Nelson First Nation in Fort Nelson, BC at which over 400 participants discussed many water resource management issues in Northwestern Canada (2012).
- As Project Manager of Phase 1 of the Human Health Risk Assessment of Oil and Gas Development in northeastern British Columbia facilitated the identification of human health issues through a multi-stakeholder process (2012).
- As Chair of the Board Advisory Committee on Sustainability Performance for the 2010 Vancouver Winter Olympic and Paralympic Games facilitated a multi-interest advisory committee (2007-10).

- As a Co-Program Director of the Canada-Iraq Marshlands Initiative to develop a Management and Development Plan for the rehabilitation of the Southern Iraqi Marshlands including the return of over 400,000 Marsh Arabs to the Marshlands, helped to facilitate task force meetings on many issues affecting the integrity of the Marshlands (2007-2010).
- As a member of the University of British Columbia Collaborative Action Research Project Management Team, assisted the Brazilian Ministry of Cities introduce and implement collaborative governance in selected Brazilian metropolitan areas through facilitated work shops focusing on issues such as violence against women, waste management and urban violence of minority peoples (2006-10).
- As Chair of an independent panel of experts appointed by the Government of British Columbia to review proposed Drinking Water Protection legislation, facilitated panel meetings that resulted in a report that was fully accepted and endorsed by the provincial government (2003-04).
- Facilitated the development of a strategic plan for the District of Hope (1999).
- Facilitated the development of a strategic plan for the City of Quesnel (1998).
- Facilitated the development of a strategic plan for the City of Williams Lake (1998).
- Facilitated the development of a strategic plan for the Cariboo Regional District (1997).
- As Manager of a Canadian team of inter-disciplinary consultants, facilitated the design of a C\$10,000,000 integrated watershed management project for the southern Philippines (Cebu and Davao) for the Government of the Philippines and the Canadian International Development Agency (1996).
- As Regional Director of the Canadian Federal Environmental Assessment Review Office's Pacific, Western and Northern region, responsible for two provinces and two territories, facilitated and chaired numerous workshops, meetings and forums on subjects related to impact assessment (1980-1990).
- As Project Director of a team of 14 Canadian inter disciplinary consultants in Indonesia, facilitated numerous meetings and working sessions to help the Government of Indonesia design an Action Plan for Sustainable Development of Indonesia's Marine and Coastal Resources. This document was officially endorsed by the Government of Indonesia and was fully integrated into Indonesia's fifth five-year plan that took effect April 1, 1989 (1987-88).
- As Technical Specialist Consultant to the World Bank in assisting the China National Environmental Protection Agency (NEPA) in the development and application of Regional Development Environmental Impact Assessment (RDEIA) and Sectoral Environmental Assessment (SEA), facilitated a 3-day workshop in Beijing on the theory and practice of RDEIA and SEA at which 50 senior project managers representing four RDEIAs and three SEAs from various regions throughout China were in attendance (1996).
- Taught British Columbia's only Masters Level Course on Environmental and Social Impact Assessment at Simon Fraser University (1990-2001).
- As Co-chair of the Kiggavik Uranium Mine Environmental Assessment Panel, facilitated numerous public meetings (1989-90).
- Co-chair of the International Association for Impact Assessment 1987 International Workshop on Impact Assessment for International Development held in Barbados, West Indies. With a limited funding base, carried out all phases of the workshop, including facilitating conference working

sessions, from concept through delivery, to production of publications which involved over 200 participants from 42 developing and developed countries (1987).

- As Chair of the Sea Island Fuel Barge Facility Environmental Assessment Panel, facilitated numerous public meetings (1985-86).
- As Co-Project Manager of the West Coast Offshore Exploration Environmental Assessment Panel, provided the financial, technical and administrative support to the Panel during its assessment of environmental and socio-economic effects of possible exploration activity off Canada's West Coast. These duties included responsibility for a budget of approximately \$800,000 over a two year period (1985-86).
- Project Manager of the Beaufort Sea Hydrocarbon Production and Transportation Environmental Assessment Panel, provided the financial, technical and administrative support to the Panel during its assessment of hydrocarbon production and a transportation from the Beaufort Sea. These duties included responsibility for a budget of \$3,000,000 (1980-84).
- As Chair of the Lancaster Sound Environmental Assessment Panel charged with reviewing the environmental and socio-economic effects of offshore drilling in Lancaster Sound, facilitated numerous public meetings (1978).



Email to: [cao@hudsonshope.ca](mailto:cao@hudsonshope.ca)

January 17, 2015

Tom Matus CAO  
District of Hudson's Hope

Dear Mr. T. Matus

**RE: ORGANIZATIONAL WORKSHOP SERVICES**

It is critical for Council and administration to continually work at developing and maintaining a strategic focus to ensure everyone is on the same page, especially right after municipal elections this fall. I have conducted 950 sessions throughout Canada and overseas *to help elected officials and staff to make a leadership difference in local government*. My workshops use contemporary concepts connected to the realities of local government to produce very high participant satisfaction, useful products and practical tools for organizational follow up.

The session - ***Are We on the Same Page?*** (Attachment 1) complements your Council orientation efforts by enabling participants to:

- Develop a score card to assess the current status of Council's **vision**
- Explore short listed **strategic topics** facing the organization & community
- Apply criteria to determine **Council priorities**
- Establish **action plans** that pass the reality check to implement priorities
- Determine **operational strategies** and **longer term objectives**
- Ensuring organizational/governance **capacity** to achieve the strategic directions

Deliverables include: *'One page' Strategic Priorities Chart, Vision Score Card, Council Priorities Work Program, Operational Strategies & Priority Setting Guidelines*

My successful ***Canada-wide experience*** (Attachment 2 & 3) involving 120,000 elected officials and staff in throughout Canada and overseas provides you with assurance that you will receive good value from your organization's investment. I understand the value of your organization's expectations for the success of a Workshop and offer you the following regarding your recommendation of my services for this project:

- extensive consultancy in the area of **local government effectiveness**;
- **successful Canada-wide** workshops for elected, advisory and/or staff members;
- **33 years managerial experience** in most aspects of local government;
- a focus on **current realities** to favourably impact day-to-day activities;
- an expertise in **solution seeking processes** with applied solutions;
- **"hands-on" experiences** to maximize participant involvement; and
- **Workshop documentation** for follow-up action by your organization.

10245 TSAYKUM ROAD, NORTH SAANICH, BC, CANADA V8L 0A2  
TEL.: (250) 655-7455 OR EMAIL: [gmcintosh@lglinstitute.com](mailto:gmcintosh@lglinstitute.com)

For budgeting purposes, my professional rates are \$1,950 per day for facilitation and \$950 for technical work, and the costs for services are as follows:

- **Workshop Facilitation** – preparation & facilitation - evening & day **\$3,900**
- **Free follow-up advice** (2 hours telephone consultation).

*I want your organization to be successful in its follow-up to the Workshop.*

**Optional**

- **Document Workshop outcomes** as a follow up action plan    \$950 to 1,150

The client is required to provide the facility and equipment for the Workshop and to copy the participant package provided by the facilitator. I am confident that you and your organization will realize value through my services. I look forward to the opportunity to working with you and your organization.

Yours truly,

Gordon A. McIntosh – PhD & CLGM

Attachments: 1. Priority Setting Agenda  
2. Profile  
3. BC Client References

# ***Are We on the Same Page?***

## **WORKSHOP**

**Date:**

**Location:**

**Participants:** Council and Senior Staff

**Facilitator:** Gordon A. McIntosh - PhD, CLGM

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### **POTENTIAL ACTIVITIES**

#### **GETTING STARTED**

1. Workshop Overview
2. Participants' Aims & Confirm Agenda

*Presentation  
Round Table*

**THE BIG PICTURE** – Council's vision operationalized it as a 'score card'

#### **1.0 VISION CHECK UP**

1. A Community Score Card
2. Develop Success Indicators for the Community
3. 'What is Working Well' and 'Areas for Attention'

*Presentation  
Group Work  
Plenary*

***Deliverables:*** *County Score Card & Assessment*

**PRIORITIES** – critical areas for political and administrative action

#### **2.0 WHAT'S ON FIRST BASE?**

1. Progress Report – Past Priorities
2. Identify Issues/Opportunities
3. Determine Strategic Topics List
4. Determine Expectations and Options (for strategic topics)
5. Establish Preliminary Council Priorities

*CAO  
Round Table  
Group Ranking & Discussion  
Discussion  
Discussion*

***Deliverables:*** *Issues/Opportunities List Focus Areas & Strategic Topics List, Strategic Priorities Chart, and draft Council Priority Work Program*

**THE ORGANIZATION ITSELF** – maximize effectiveness to be strategic

#### **3.0 DESCRIBING EXPECTATIONS**

1. Organizational Success Indicators
2. Assess Internal Strengths and Weaknesses
3. Identify Organizational Improvement Targets

*Round Table  
Discussion*

***Deliverables:*** *Organizational Success Indicators and Improvement Targets*

#### **NEXT STEPS**

1. Workshop Outcomes Summary
2. Workshop Follow-up & Feedback

*Presentation  
Round Table*

***Deliverable:*** *Workshop Follow-up Action List*



LGL Institute

## PROFILE FOR GORDON A. MCINTOSH

Gordon McIntosh has 34 years of management, educator and consultancy roles in the local government sector. As President of the Local Government Leadership (LGL) Institute, he provides governance development, strategic facilitation and leadership training services. He has conducted 950 workshops involving 120,000 elected and appointed officials on topics such as:

- ***Are We on the Same Page?*** –making strategic choices using priority setting criteria with short term action plans consistent with organizational resources for regular monitoring
- ***Need a Vision Check-Up?*** – moving beyond vision and goal statements to describe and regularly assess progress toward a preferred future
- ***Avoiding the Rocky Shoals*** – developing a success indicators t to assess and develop strategies to enhance decision making, role clarity and organizational effectiveness
- ***What's in the Box?*** – determining essential and discretionary services as well as ways to maximize efficiency and ensure a balanced service delivery capacity
- ***What Does It Take?*** – identifying and developing leadership competencies for personal and organizational success along with learning and performance indicators
- ***Playing Nice in the Sand Box!*** – facilitating shared values and goals for enhanced team, interdepartmental, interagency and intergovernmental collaboration

Gordon received the Professional Award of Excellence and served as President of the Local Government Management Association in BC. His managerial positions included corporate, human service and community development functions of local government. As the Islands Trust Executive Director, he worked with a 26 member Council serving the 470 Gulf Islands in the Georgia Basin.

Doctor McIntosh's research work focuses on local government leadership competency modeling and development. Current faculty roles include the Universities of York, Alberta, Tanzanian Public Service and Victoria as well as serving as Local Government Leadership Advisor at the Banff Centre for Management and Leadership Development Coordinator for the Canadian Association of Fire Chiefs.

Gordon has developed twenty-five core modules for conference sessions, executive workshops and customized programs. He has delivered programs for local, First Nation, Métis and regional governments as well as municipal associations in every region of Canada as well as Palestine, Caribbean, Sri Lanka, Africa and Philippines. Session alumni comment that his sessions are fast paced, interactive, humorous and practical with high satisfaction ratings.

He was raised in Ottawa where he received athletic awards for water polo. Gordon and his wife Diane live in North Saanich where they enjoy cycling, gardening and hiking.

## REQUEST FOR DECISION

<b>RFD#:</b> CM 8SR	<b>Date:</b> January 29, 2015
<b>Meeting#:</b> CM012915	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> Curling Rink Insurance Claim	

### BACKGROUND:

In regard to our claim for the truck crashing into our curling rink in November we have received the claim estimate from Wendy Rurak, Claim Representative of RSA. She has provided some options that we may take in regard to finalizing the claim. Simon Coulombe of Northern Capital Restoration out of Chetwynd did the repair estimate, his report is attached.

### DISCUSSION:

We have two years to affect repairs to this building, total damage repair costs are estimated at \$10,815.87, our claim would be \$7,800.83 after GST and Deductible deductions.

Wendy provides the following options:

- 1 "If you have no plans to do the repairs for at least a year, then we can talk further about your option to cash settle. This would be a depreciated value of the repairs. Then, once you have the repairs done, you can simply forward the proof of the work done for me to review for anything outstanding to you. Typically, the depreciation rate is 10% per year. I would have to know the age of the building if this is the course you are considering.
- 2 If you want to consider doing the work yourself by doing repairs rather than replacing the metal siding, we can also talk cash settlement. Essentially, I would apply 20% to the final costs. The dollar amount would then be \$6,240.66.
- 3 And, of course, the option to have the repairs done by N.C.R.

Wendy also states:

"Once the work starts, there is always potential for issues or additional damage that may not have been visible during the initial assessment. If this occurs, please call to discuss further so that I can figure out what to do."

### BUDGET:

\$2,500.00 deductible.

SR7

**RECOMMENDATION / RESOLUTION:**

Administration recommends that council approve NCR do the repairs to the Curling Rink building during the summer of 2015.



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Tom Matus, CAO

## Tom Matus

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**From:** Simon <simon@northerncapital.ca>  
**Sent:** January-08-15 10:59 AM  
**To:** wendy.rurak@rsagroup.ca  
**Subject:** File# 1877701 Curling Rink Hudson Hope, BC  
**Attachments:** SCOPE OF WORK - Curling Rink Hudson Hope.pdf;  
CURLING\_RINK\_HUDSON\_Abbreviated.pdf

Hi Wendy,

I had a chance to attend the damaged curling rink site in Hudson Hope on December 18th, 2014. I have attached a scope of work and repair estimate. I will send you some pictures in a separate e-mail.

I pulled back some of the metal sheathing to view the building structure. The foundation appears to be a deepened edge slab insulated on the exterior with 1.5" rigid foam insulation. The foundation was not damaged from the accident. The metal sheathing and wooden wall framing were damaged inside and out. It appears that the bottom plate was broken and detached from the foundation as well as several of the studs are likely cracked. The wall structure consisted of 2x8 studs with horizontal 1x4 strapping every 16". The exterior side had 1/2" plywood fastened to the strapping. The interior has 36" wide metal sheathing panels running vertically full height (20'4"). The exterior metal sheathing has a separation from 4' to 7' height of horizontal metal. The exterior sheathing was not damaged above this horizontal break, however some of it will need to be removed to properly repair the framing and building paper.

The building is structurally sound for the time-being and should not leak for the duration of the winter as long as snow is kept clear of the building. If you have any questions or concerns please don't hesitate to contact me anytime. Please let me know if you need anything else.

Cheers,

*SIMON COULDMBE*

Project Manager  
N.C.R. Chetwynd  
cell: (250) 556-9208  
office: (250) 788-8194

## SCOPE OF REPAIR

Curling Rink  
10311 Gething Street  
Hudson Hope, BC

### EXTERIOR

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- Re/replace bottom 4' of ribbed metal paneling by 8'
- Re/replace custom bottom flashing 10" x 12'
- Detach/reset horizontal flashing 10'
- Detach/reset horizontal ribbed metal paneling W20' x H3'
- Detach/reset outside corner 21'
- Re/replace tar building paper
- Re/replace damaged 1/2" plywood W12' x H8'
- Re/replace damaged 1x4 strapping (16" O/C)

### INTERIOR

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- Re/replace ribbed metal paneling W12' x H21'
- Re/replace bottom flashing 12'
- Re/replace damaged 1x4 strapping (16" O/C)
- Re/replace 6 mil vapor barrier
- Detach/reset 7" R28 Batt Insulation
- Temporarily support roof and replace damaged bottom plate
- Sister (laminated) new 2x8 to all damaged wall studs



**Northern Capital Restorations & Construction Ltd**

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PO Box 2203  
Chetwynd, BC  
V0C 1J0

Client: Curling Rink  
Property: 10311 Ghething Street  
Hudson Hope , BC V0C 1V0

Operator: SIMON

Estimator: Simon Coulombe  
Company: Northern Capital Restorations & Construction Ltd.  
Business: PO Box 2203  
Chetwynd, BC V0C 1J0

Type of Estimate: Other  
Date Entered: 18/12/2014                      Date Assigned:

Price List: BCPG8X\_JAN15  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: CURLING\_RINK\_HUDSON  
File Number: 18777701



**Northern Capital Restorations & Construction Ltd**

PO Box 2203  
Chetwynd, BC  
V0C 1J0

**CURLING\_RINK\_HUDSON**

**Main Level**

**Main Level**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Haul debris - per pickup truck load - including dump fees	4.00 EA @	139.76 =	559.04
2. Delivery charge (Bid item)	1.00 EA @	1,000.00 =	1,000.00
Ship material to Hudson Hope			
3. Additional driving charge - per kilometre 7 trips 68km each way	952.00 EA @	0.54 =	514.08
4. Carpenter - General Framer - per hour Drive time	14.00 HR @	52.71 =	737.94
5. Carpentry - General Labourer - per hour Drive time	14.00 HR @	32.03 =	448.42

**Curling Rink**

**Height: 20' 4"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
6. R&R Wall/roof panel - ribbed - 24 gauge - up to 1" (Bottom exterior)	32.00 SF @	4.18 =	133.76
7. R&R Flashing, 20" wide Custom base flashing exterior	12.00 LF @	3.59 =	43.08
8. Remove Wall/roof panel - ribbed - 24 gauge - up to 1" Remove horizontal metal paneling to repair/replace plywood and building paper	60.00 SF @	0.43 =	25.80
9. (Install) Wall/roof panel - ribbed - 24 gauge - up to 1"	60.00 SF @	1.51 =	90.60
10. Remove Outside/Inside corner - 26 gauge Exterior	21.00 LF @	1.18 =	24.78
11. (Install) Outside/Inside corner - 26 gauge	21.00 LF @	1.88 =	39.48
12. Remove Metal J trim - metal building Exterior	10.00 LF @	0.99 =	9.90
13. (Install) Metal J trim - metal building	10.00 LF @	1.54 =	15.40
14. R&R House wrap (air/moisture barrier)	144.00 SF @	0.30 =	43.20
15. R&R Sheathing - plywood - 1/2" CDX Exterior	96.00 SF @	2.03 =	194.88
16. R&R 1" x 4" lumber (.333 BF per LF) Exterior	108.00 LF @	2.35 =	253.80
17. Floor protection - plastic and tape - 10 mil	600.00 SF @	0.26 =	156.00
18. R&R Wall/roof panel - ribbed - 24 gauge - up to 1" Interior	252.00 SF @	4.18 =	1,053.36
19. R&R Drip edge Interior base flashing	12.00 LF @	1.89 =	22.68



**Northern Capital Restorations & Construction Ltd**

PO Box 2203  
Chetwynd, BC  
V0C 1J0

**CONTINUED - Curling Rink**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
20. R&R 1" x 4" lumber (.333 BF per LF) Interior	204.00 LF @	2.35 =	479.40
21. R&R Polyethylene vapor barrier, seam taping & joint caulking Protect interior floor surface during repairs	252.00 SF @	0.43 =	108.36
22. Remove Batt insulation - 8" - R28 - unfaced batt	252.00 SF @	0.28 =	70.56
23. (Install) Batt insulation - 8" - R28 - unfaced batt	252.00 SF @	0.30 =	75.60
24. Carpenter - General Framer - per hour Temporarily support wall and replace bottom plate and damaged wall studs	20.00 HR @	52.71 =	1,054.20
25. Carpentry - General Labourer - per hour Helper	20.00 HR @	32.03 =	640.60
26. 2" x 8" x 20' #2 & better Fir / Larch (material only) Framing material	8.00 EA @	22.38 =	179.04
27. 2" x 8" x 12' #2 treated pine (material only) Bottom plate	1.00 EA @	16.90 =	16.90
28. 2" x 10" x 16' #2 & better Fir / Larch (material only) Temporary support material	2.00 EA @	20.43 =	40.86
29. 2" x 6" x 8' #2 & better Fir / Larch (material only) Temporary support material	4.00 EA @	5.91 =	23.64
30. Final cleaning - construction - Residential	600.00 SF @	0.23 =	138.00

**Labor Minimums Applied**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
31. Roofing labour minimum	1.00 EA @	219.80 =	219.80
32. Painting labour minimum	1.00 EA @	85.28 =	85.28



**Northern Capital Restorations & Construction Ltd**

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PO Box 2203  
Chetwynd, BC  
V0C 1J0

**Summary**

Line Item Total	8,498.44
PST	85.59
Subtotal	8,584.03
Overhead	858.40
Profit	858.40
GST	515.04
<b>Replacement Cost Value</b>	<b>\$10,815.87</b>
<b>Net Claim</b>	<b>\$10,815.87</b>

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Simon Coulombe



**Northern Capital Restorations & Construction Ltd**

PO Box 2203  
Chetwynd, BC  
V0C 1J0

**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>	<b>PST on Manuf. Home (3.85%)</b>	<b>PST (7%)</b>	<b>GST (5%)</b>	<b>GST (no applied PST) (5%)</b>
<b>Line Items</b>	858.40	858.40	0.00	85.59	515.04	0.00
<b>Total</b>	<b>858.40</b>	<b>858.40</b>	<b>0.00</b>	<b>85.59</b>	<b>515.04</b>	<b>0.00</b>



**Recap by Room**

**Estimate: CURLING\_RINK\_HUDSON**

<b>Area: Main Level</b>	<b>3,259.48</b>	<b>38.35%</b>
<b>Curling Rink</b>	<b>4,933.88</b>	<b>58.06%</b>
<hr/>		
<b>Area Subtotal: Main Level</b>	<b>8,193.36</b>	<b>96.41%</b>
<b>Labor Minimums Applied</b>	<b>305.08</b>	<b>3.59%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>8,498.44</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>8,498.44</b>	<b>100.00%</b>

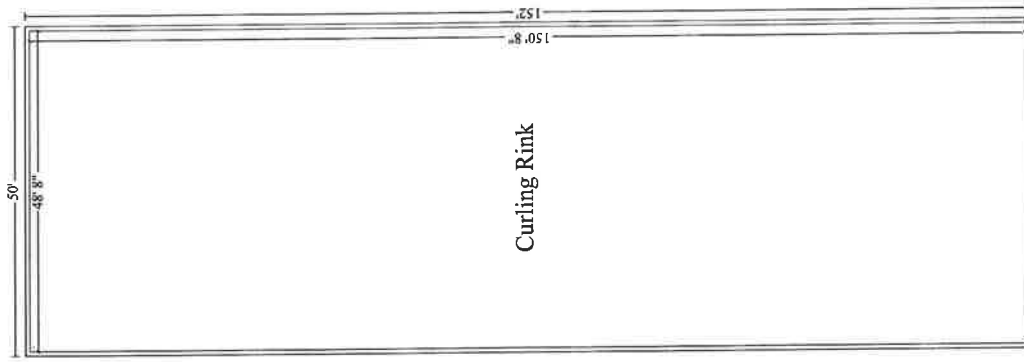


**Northern Capital Restorations & Construction Ltd**

PO Box 2203  
Chetwynd, BC  
V0C 1J0

**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
<b>CLEANING</b>	<b>138.00</b>	<b>1.28%</b>
<b>GENERAL DEMOLITION</b>	<b>1,146.40</b>	<b>10.60%</b>
<b>PERMITS AND FEES</b>	<b>1,514.08</b>	<b>14.00%</b>
<b>FRAMING &amp; ROUGH CARPENTRY</b>	<b>3,769.92</b>	<b>34.86%</b>
<b>INSULATION</b>	<b>202.32</b>	<b>1.87%</b>
<b>METAL STRUCTURES &amp; COMPONENTS</b>	<b>1,210.48</b>	<b>11.19%</b>
<b>PAINTING</b>	<b>241.28</b>	<b>2.23%</b>
<b>ROOFING</b>	<b>275.96</b>	<b>2.55%</b>
<b>O&amp;P Items Subtotal</b>	<b>8,498.44</b>	<b>78.57%</b>
<b>PST</b>	<b>85.59</b>	<b>0.79%</b>
<b>Overhead</b>	<b>858.40</b>	<b>7.94%</b>
<b>Profit</b>	<b>858.40</b>	<b>7.94%</b>
<b>GST</b>	<b>515.04</b>	<b>4.76%</b>
<b>Total</b>	<b>10,815.87</b>	<b>100.00%</b>



# REQUEST FOR DECISION

<b>RFD#:</b> CM 8SR	<b>Date:</b> January 29, 2015
<b>Meeting#:</b> CM012915	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> Draft Employee Fitness Rebate Policy	

## BACKGROUND:

There is some interest by councillors to consider approving a policy that addresses the consideration of reimbursing District of Hudson's Hope employees for annual membership dues to a health facility.

## DISCUSSION:

Certain aspects of this policy have to be defined such as:

**Employee:** is this for all employees, or full-time employees, or part-time employees, indeterminate, temporary, etc. and could this include the family;

**Health facility:** what is termed as a health facility, a work-out premises, a pool, etc. and what businesses in Hudson's Hope qualify.

Process and procedure:

The attached draft considers this policy to apply only to indeterminate full and part time employees. And provides for the council to determine and approve what is a health facility from time to time.

## BUDGET:

For discussion:

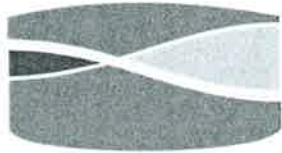
Reimbursement of 50% of the cost of an annual membership dues up to a maximum of \$250 per employee.

## RECOMMENDATION

That Council peruse the policy and direct Administration as to the contents of this policy.



Tom Matus, CAO



**Employee Fitness Rebate Policy  
Council Resolution No. 2015  
Effective Date:**

Section: Administration

**Purpose:**

To provide District of Hudson's Hope permanent employees with an incentive to participate in healthy physical exercise. And to provide a rebate to the employee for the costs of membership to a certified health facility.

**Definitions:**

Council	the District of Hudson's Hope Municipal Corporation.
Health Facility	a health facility which Council deems eligible for the purposes of this policy.
Healthy Physical Exercise	physical exercise for the purposes of sustaining a personal healthy constitution
Membership Dues	the amount paid for an annual membership to a health facility.
Employee	all employees of the District of Hudson's Hope Municipal corporation that are hired on a full or part-time basis and are employed on an indeterminate term.
Reimbursement/Rebate	is the amount Council will reimburse to an Employee for an annual membership dues.

**Policy Application:**

Applies only to the permanent employees of the District of Hudson's Hope Municipal Corporation. And applies only to health facilities that the Council has deemed eligible for the purposes of this policy.

**Policy Details or Policy Objectives:**

Upon presentation by an employee to the administration of a paid membership dues receipt for the employee's annual membership to a health facility, of which health facility has been approved by the District of Hudson's Hope Council for the purposes of this policy, the employee will be reimbursed fifty (50%) per cent of the costs of the membership dues up to a maximum reimbursement set by Council from time to time..

**Procedures or Guiding Principles:**

For the purposes of this policy Council may approve a health facility upon which its Administration presents from time to time to Council at a Council meeting for approval.

# REQUEST FOR DECISION

<b>RFD#:</b> CM 8SR	<b>Date:</b> January 29, 2015
<b>Meeting#:</b> CM012915	<b>Originator:</b> Tom Matus, CAO
<b>RFD TITLE:</b> Insurance Expansion Coverage Policy	

## BACKGROUND:

Starting January 2015 Municipalities may sponsor insurance coverage for societies (they being Service Provider or Associate Member) that councils deem are acting on behalf of the council or municipality. Starting on January 1, 2015 there will be the option of adding them to our policy as Associate Members. I have attached some information outlining the conditions of this coverage.

As long as the board members are acting on behalf of the local government they will be cover, subject to the exclusions listed in the Liability Protection Agreement 2015. (See attachment included with this report.

Our premium can be affected by the amount of claims made that are over your \$2,500 deductible, this includes the Associate Member. If the Associate Member has a claim and it is over our deductible it could affect Hudson's Hope's premium. It would not affect the \$250 premium for the Associate Member."

The reason that the member's (meaning the District of Hudson's Hope) premium is affected is because it is the member who sponsor's the AM for coverage under the member's policy. They (the Associate member) are not treated as a separate insured. The \$250 (or \$50-\$100 if the AM is an individual) charged for each AM is just a flat rate charged to all. We could write in our agreement that the AM is responsible for any deductibles and/or premium increases they cause.

Naming the Service Provider as an Associate Member entitles them to full coverage, up to \$5,000,000, with respect to third party liability claims arising from the provision of the agreed service. As an example, the AM's negligence, while providing a service on our behalf, causes damage to another party and that other party sues the AM, the MIABC would have to defend the AM and pay out the claim if need be. The AM's claim would have the same impact on your premium as if it were Hudson's Hope's claim.

The District of Hudson's Hope's coverage/sponsorship would certainly apply to any societies that operate municipally owned buildings and could apply to organizations or persons that provide a service that the community benefits from i.e. SEC Greta Goddard or other organizations that Council may wish to sponsor.

Council has asked the CAO to create a policy governing the Associate Members eligibility for this coverage.

## DISCUSSION:

CAO has attached the following policy for review, comment and input from Council to this policy.

As a suggestion I have included the following in the policy:

- 1 the AMs must pay the basic premium of \$250 or \$50 - \$100 if an individual, depending on the liability risk factor which will be determined by Council at their sole discretion;

- 2 the AMs must share the increased premium charged to the District of Hudson's Hope due to claims or premium increases from time to time due to the insurer;
- 3 the AM must pay the \$2,500 deductible for any claims;
- 4 the length of the agreement is either perpetual or term period;
- 5 That the AM is a non-profit society/entity;

Non-profit societies and for profit individuals can provide a service to the community such as an SEC. Does the MIABC consider both the aforementioned eligible for this Associate Member status? Awaiting clarification on this from MIABC.

**BUDGET:**

No cost. All costs are borne by the Associate Members.

**RECOMMENDATION / RESOLUTION:**

That Council:

Peruse the policy for further discussion and input. And, await clarification form MIABC in regard to Non-profit societies and for profit individuals can provide a service to the community such as an SEC. Does the MIABC consider both the aforementioned eligible for this Associate Member status?



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Tom Matus, CAO



**Insurance Expansion Coverage Policy  
Council Resolution No. 2015  
Effective Date:**

Section: Administration

**Purpose:**

The District of Hudson's Hope Council may sponsor liability insurance coverage for individuals, groups and associations that provide services, (these being known as Associate Member or Service Provider), that Council on its own accord deems are providing services for or on behalf of the Council or the Community. Benefit being that a service is being provided to the Council or the Community that is not of a private or for profit entity; and the service is accessible to all members of the community with no undue restrictions to eligibility.

**Definitions:**

- |                                |   |
|--------------------------------|---|
| Associate Member               | individuals, groups or associations that provide services for, or on behalf of the District of Hudson's Hope Municipal Corporation.   |
| Community                      | being the District of Hudson's Hope defined by its municipal boundaries.  |
| Council                        | the council representing the District of Hudson's Hope Municipal Corporation.   |
| Liability Protection Agreement | the Agreement provided by the MIABC to bind the District of Hudson's Hope and the Associate Member in the provision of services.  |
| MIABC Member                   | is the District of Hudson's Hope as a member in good standing with the Municipal Insurance Association of British Columbia.   |
| Service Provider               | the Associate Member that provides the service as per the Service Provider Agreement for the Community for or on behalf of the District of Hudson's Hope Municipal Corporation. |
| Service Provider Agreement     | the agreement attached to this policy as Schedule A which denotes the terms and conditions of the   |

expanded insurance coverage for the Associate Member Service Provider.

Sponsoring Member

is the District of Hudson's Hope as a member in good standing with the Municipal Insurance Association of British Columbia.

## Policy Application:

As long as the Society board members are acting on behalf of the local government they will be covered under the District of Hudson's Hope's liability insurance, subject to the exclusions listed in the "Liability Protection Agreement".

## Policy Details or Policy Objectives:

Insurance coverage may now be extended to individuals, groups and associations **that provide services for, or on behalf of our members**, upon request of an MIABC member to the MIABC, up to a limit of \$5,000,000. These individuals, groups and associations must be individually sponsored by a member in order to qualify for "associate member" status. Once accepted as an Associate Member, these parties will be entitled to full coverage under the Liability Protection Agreement, but only for services provided for, or on behalf of, the Sponsoring Member.

### Claims for Breach of Contract

Coverage to include liability for breach of contract. This applies only to any **compensatory** damages (damages for what was lost due to the breach) that our members must pay as a result of a breach of contract claim. Also covered is breach of contract arising from the assumed liability of others, but only if the member is found to be at least partially liable for the loss.

Naming the Service Provider as an Associate Member entitles them to full coverage, up to \$5,000,000, with respect to third party liability claims arising from the provision of the agreed service. As an example, the AM's negligence, while providing a service on behalf of Council, causes damage to another party and that other party sues the AM, the MIABC would have to defend the AM and pay out the claim if need be. The AM's claim would have the same impact on your premium as if it were Hudson's Hope's claim.

While providing the agreed service, the Service Provider agrees to comply with all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the

Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

The Service Provider / Associate Member agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments and premium increases they cause and to share equally any and all premium increases caused by other Associate Members with all other Associate Members.

Insurance premium increases to the District of Hudson's Hope's Expansion of Coverage liability due to claims caused by Service providers / Associate Members will be cost shared equally by all existing and new Associate Members.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider/Associate Member of the termination.

### **Procedures or Guiding Principles:**

The District of Hudson's Hope premium is affected as it is the sponsoring member who sponsor's the Associate Member (AM) for coverage under the sponsoring member's policy. The AM is not treated as a separate insured. The \$250 (or \$50-\$100 if the AM is an individual) charged for each AM is just a flat rate charged to all.

In order to qualify as an Associate Member, the following conditions must be met:

1. The Associate Member is sponsored by the District of Hudson's Hope which is an existing MIABC member;
2. The District of Hudson's Hope has a written agreement for the provision of services with the associate member (the "Service Provider Agreement");
3. The services provided are services to the community provided for or on behalf of the District of Hudson's Hope;
4. The Service Provider Agreement has been approved by the Council by resolution; and
5. The MIABC has received payment of a premium from, or on behalf of, the Associate Member.
6. Schedule "A" Service Provider Agreement is part of this Insurance Expansion Coverage Policy and is the Agreement to be used to enter into with the Associate Member.

SCHEDULE A



**SERVICE PROVIDER AGREEMENT**

This Service Provider Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ by and in between \_\_\_\_\_

(the “Local Government”) and \_\_\_\_\_ (the “Service Provider”).

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The term of the Agreement is from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The term of the Agreement is perpetual commencing the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker’s compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

SCHEDULE A

- The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

**ON BEHALF OF <LOCAL GOVERNMENT>**

**ON BEHALF OF <SERVICE PROVIDER>**

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_