



## **DISTRICT OF HUDSON'S HOPE**

### **AGENDA**

Council Chambers

Monday October 24, 2016 at 6:00 PM

**1. Call to Order:**

**2. Notice of New Business:**

Mayor's List

Councillors Additions

CAO's Additions

**3. Adoption of Agenda by Consensus:**

**4. Declaration of Conflict of Interest:**

**5. Adoption of Minutes:**

M1 October 11, 2016 Regular Council Meeting

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**6. Business Arising From the Minutes:**

**7. Delegations:**

D1 Jay Morrison –Spectra Energy

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D2 Neil & Earlene Bitterman, Shaun Shephard – Emergency response and hazmat control of hazardous substances

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**8. Staff Reports:**

SR1 CAO, Action and other Updates

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SR2 Appreciation and Recognition Policy

Page 14

**9. Bylaws:**

B1 DOHH Council Procedure Amendment Bylaw No. 875, 2016

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B2 MEMBERS OF COUNCIL, OFFICERS AND EMPLOYEES INDEMNIFICATION BY-LAW NO. 874, 2016

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**10. Correspondence**

C1 UBCM special edition newsletter Page 37

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

CR1 Councillor Heiberg-UBCM Page 38

CR2 Councillor Middleton – Information Request re: Signage and Branding Project Page 39

**12. Old Business:**

**13. New Business:**

**14. Public Inquiries:**

**15. Adjournment:**



**REGULAR COUNCIL MEETING**  
**October 11, 2016**  
**6:00 P.M.**  
**MUNICIPAL HALL COUNCIL CHAMBERS**

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

**Absent:** Councillor Heather Middleton

**Staff:** CAO, Tom Matus  
Foreman of Public Works, Layton Bressers  
Special Events Coordinator, Emily Nusse  
Corporate Officer, Tammy Andersen

**Other:** 11 in gallery

1. **CALL TO ORDER:**  
The meeting called to order at 6:02 p.m. with Mayor Gwen Johansson presiding.
  2. **NOTICE OF NEW BUSINESS:**  
  
**Mayors Additions:**  
**Councillors Additions:**  
**Staff Additions:** Agenda Additions SR9 and SR10, update to SR2
  3. **ADOPTION OF AGENDA BY CONSENSUS:**  
The September 12, 2016 Council meeting agenda was adopted by consensus.
  4. **DECLARATION OF CONFLICT OF INTEREST:**
  5. **ADOPTION OF MINUTES:**
- M1 **August 22nd, 2016 Regular Council Meeting Minutes** 0550-01  
RESOLUTION NO.151/16  
M/S Councillors Quibell/Heiberg  
THAT:  
"The minutes of the September 12, 2016 Regular Council Meeting be adopted as written."  
CARRIED

6. **BUSINESS ARISING OUT OF THE MINUTES:**

- BA1 **SR3 UBCM Briefing Notes** **0400-01**
- Mayor Johansson to contacted Dr. Kamath and received a letter of support which was presented to Ulrich at UBCM.
  - Staff thanked for retrieving accident stats re: Farrell Creek Road.
  - Requested clarification in regard to Paramedicine availability, was informed that Paramedic Program does not fall under Northern Health's responsibilities
- BA2 **OB1 Clean-up of Moraine** **0400-30**
- Mayor Johansson has scheduled a meeting with Darin Thompson, BC Hydro representative, to discuss Moraine.

7. **DELEGATIONS:**

**6:08pm Councillor Gillis arrived**

- D1 **Shane Frocklage, Bullhead Mountain Curling Club** **0810-01**
- Brine Chiller at Curling Rink needs replaced as it is at the end of life-cycle. Presented 3 Quotes in regard to replacement and conversion to R507A:  
Fraser Valley Refrigeration: \$ 36,767.00 plus GST  
CIMCO: \$ 40,500.00 plus GST  
Yeti Refrigeration: \$ 39,648.90 plus GST  
(Yeti quote is based on individual quotes for the replacement and for the conversion- would have lower labour costs than quoted if both conversion done at same time as replacement)
  - Fraser Valley also supplied quote for upgrade to Titanium and Frame Chiller, this option would add an additional \$6,100 plus GST to cost but would extend the lifecycle by 30+ years. They also supplied a quote for increasing the Horsepower to 50HP at an additional cost of \$2,700.
  - Rush order can be done for an additional 10% of cost.
  - 3 Quotes showing total cost of upgraded Chiller, increased HP and rushed delivery/installation required.

**RESOLUTION NO.152/16**

**M/S Councillors Quibell/Heiberg**

**THAT:**

**"That Council authorize an expenditure up to \$55,000 from the Capital Reserve Fund to replace the curling rink Brine Chiller with a Titanium Plate and Frame Chiller and to convert it to a R507A system, costs to include rushed delivery charge, motor increased to 50 horsepower and all required electrical upgrades for installation."**

**CARRIED**

- D2 **Curtis McKay- YRB (North Peace) Ltd** **0400-30**
- Pre-winter Informational Presentation
  - Staff directed to forward copy of Farrell Creek Road Stats to YRB
- D3 **Eric Sears, Don Pettit, Greg Dueck- Community Solar Initiative** **0400-30**
- Explanation of Solar array with examples  
(Councillor Miller arrived at 6:52 PM)

- HH Solar Project schedule:
  - Community scan- ongoing
  - Tech Requirements- ongoing
  - Electrical/structural assessment- Winter 2016
  - Procurement process- Winter 2016
  - Project management- Summer 2017
  - Overseeing commissioning and review O & M plans- Summer 2017
  - Project reporting- completion Fall 2017
- Potential saving of \$42,000 per year, potential return on investment of 3.7% over 20 yrs.

**D4 Hudson's Hope RCMP Policing Report 7580**

- Same # of files as last year, higher percentage of accidents
- Cpl Romanchych received one year extension
- Speed/Safety Enforcement Campaigns are underway
- Council requested Cpl. Romanchych to extend meeting invitation to Chetwynd Commander.
- D.A.R.E Program- plans of meeting with school to implement program.

**8. STAFF REPORTS:**

**SR1 RFD- Arena Concession 0850-1**

- Request for Contracted Temporary Employee to operate the concession at the Arena.
- [Staff to provide wage-cost analysis to Council electronically by October 14, 2016.](#)
- Council will conduct electronic vote once analysis received.

**SR2 RPT-Campground Year End Report 5810  
0640-01  
1700-01**

- Noise Patrol- work with Cpl. Romanchych as he is working on plan with Chetwynd Detachment
- Budget items:
  1. Purchase of 'Rules' sign for Dinosaur Lake.
  2. Upgrades to playground equipment at Cameron Lake.
- [Referred to staff for implementation into Campground Policy:](#)
  1. Discounted fees for additional units in camp sites, set maximum allowable per site.
  2. Set limit on reservation fees per booking.
  3. Implement a service fee for transactions completed by call-center

**SR3 RPT- Pool Year End Report 0810-20  
0640-01  
1700-01**

- Budget Items:
  - Capital:
    1. Break room at facility
    2. Dish tub sink
    3. Wall Awnings
    4. Hot tub/spray park
    5. Chain link fence expansion
    6. Water slide- \$4678.15
    7. Pool Cover -\$2.90 sq/ft

8. Electric Patio Heater

▪ Operational:

1. PDF's (lifejackets)-\$34.75/ea-\$41.10/ea (15-20 per size)
2. Flutter boards-\$202.50/case of 12
3. 4 Play rafts- \$185.35/ea
4. 8 Play mats-\$67.75/medium-\$128.80/large
5. 20 Handbags-46.15/ea
6. Exercise belts-\$44.10-48.75/ea-6 of each size
7. 20 Aquafit Water Noodles- \$18.65/ea
8. 10 Swim bars-\$32.75/ea
9. 10 pull buoys-\$11.75/ea
10. Swim Flippers
11. Hockey nets-approx. \$100/ea
12. 3 training AED machines
13. 3 adult, 1 child, 1 infant Annie Doll
14. 1-2 rescue dolls
15. Maintenance service to facility (doors, drains light balance)
16. Removal of grass
17. staffing

SR4	<b>RPT- Visitor Center Year End Report</b> <ul style="list-style-type: none"><li>Budget Items:<ul style="list-style-type: none"><li>additional maintenance funds</li><li>Advance Signage for Cameron Lake Campground</li></ul></li></ul>	<b>1700-01 0640-01</b>
SR5	<b>RPT- Special Events Coordinator</b> <ul style="list-style-type: none"><li>Schedule of upcoming events</li><li>Budget Items:<ol style="list-style-type: none"><li>Branded Canopy Tent</li><li>Hot Chocolate Backpack</li></ol></li><li>Fees for skate and helmet rentals <i>Staff directed to look into liability issues.</i></li></ul>	<b>8100-01 1700-01</b>
SR6	<b>RFD- Special Events Coordinator Consultant</b> <ul style="list-style-type: none"><li>Discussion had in regard to position</li><li>Motion was made by Councillor Gillis to "Approve the creation of a contract position focused on working in cooperation with the Special Events Coordinator" -no seconder, motion failed.</li><li><i>Directed back to staff-request to be made directly to CAO from SEC for additional assistance if required.</i></li></ul>	<b>2510-01</b>
SR7	<b>RFD- Reservoir inspection</b> RESOLUTION NO.153/16 M/S Councillors Quibell/Heiberg THAT: "Council approve up to \$16,000 for the reservoir inspection and cleaning, to be completed by Advanced Diving Projects" CARRIED	<b>5300</b>

- SR8      **RFD- Surplus Equipment**      **1280-20**  
RESOLUTION NO.154/16  
M/S Councillors Heiberg/Miller  
THAT:  
"Council approve the disposition of the 1980 Olympia ice resurfacer ser. #2GCEK14H9B1128301 and the disposition of the 2003 Ford Garbage Truck ser. #1FDXD46S13ED7229 through a public auction."  
**CARRIED**
- SR9      **CAO- Action and Other Updates**  
**For information**
- SR10      **Foreman of Public Works Project Report**      **5260-01**  
RESOLUTION NO.155/16  
M/S Councillors Heiberg/Beam  
THAT:  
"Council approve an increase of \$22,335.26 to the budgeted amount for the fire hydrant replacement along Highway 29 for a revised total budget amount of \$57,335.26."  
**CARRIED**
9.      **BYLAWS:**
- B1/B2      **OCP Amendment Bylaw No 872**      **3900-01**  
**Zoning Amendment Bylaw No 873**  
RESOLUTION NO.156/16  
M/S Councillors Heiberg/Quibell  
THAT:  
"Council defer Bylaw 872 and Bylaw 873 until further deliberation has been completed."  
**CARRIED**
- B3      **Council Procedure Amendment Bylaw No 875**      **3900-02**  
• Amend to read "...Councillor approved charity..."  
RESOLUTION NO.157/16  
M/S Councillors Heiberg/Gillis  
THAT:  
"Council approve the First, Second and Third Reading of "District of Hudson's Hope Council Procedure Amendment Bylaw No. 875, 2016." as amended."  
**CARRIED**
10.      **CORRESPONDENCE:**
- C1      **Peace Region Palaeontology Research Centre**  
*Staff directed to extend invitation to speak with Council*
- C2      **BC Hydro 2016 Northern Annual Report**  
**FOR INFORMATION**



- C3     **Notice of Site C Construction Activities: September 2016**  
Discussion in regard to access to quarry roads, notifying public.  
Waiting on feedback from BC Hydro
- C4     **Coastal GasLink Connector Newsletter - September 2016**  
FOR INFORMATION
- C5     **Prince Rupert Gas Transmission Project – Project Activity Update #34 (July-September 2016)**  
FOR INFORMATION
- C6     **Site C Construction Bulletin - September 30, 2016**  
FOR INFORMATION
- C7     **Environment and Climate Change Canada**  
*Councillor Beam to research*
- C8     **Site C Clean Energy Project - Draft Detailed Operations Plan**  
FOR INFORMATION
- C9     **Minister of Transportation-Nominations for New Stop of Interest Signs**  
*Staff to determine potential nominees to be submitted for consideration.*
- C10    **Correspondence from Hilary Crowley**  
**RESOLUTION NO.158/16**  
**M/S Councillors Heiberg/Quibell**  
**THAT:**  
**"The Council support the Physiotherapists for Northern Communities request for a full academic physiotherapy program at UNBC to meet the needs of the citizens of northern BC and other rural areas of the province."**  
**CARRIED**
- C11    **Correspondence from Cathy Peters**  
FOR INFORMATION
- C12    **Letter from HH Minor Hockey Association**  
FOR INFORMATION
- C13    **UBCM- Convention Bulletin**  
FOR INFORMATION
- C14    **Ministry of Children and Family Development**  
FOR INFORMATION
- C15    **Municipal Youth Engagement Handbook**  
FOR INFORMATION
- C16    **PRRD-Municipal Appointment of Alternate Director**  
*Staff to forward letter of response*  
*Council to prepare resolution for next UBCM*



11. **REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES**

CR1 **Invitation to Northeast Resource Municipalities Coalition**

RESOLUTION NO.159/16

M/S Councillors Gillis/Quibell

THAT:

"The an invitation be sent to the Northeast Resource Municipalities Coalition requesting a presentation outlining Coalition membership and the Coalition's purpose, mission and goals."

CARRIED

*Staff directed to forward invitation to coalition*

CR2 **UBCM**

*Mayor Johansson requested written reports from attendees for next council meeting*

- Follow up on Paramedicine

12. **OLD BUSINESS:**

OB1 **Bylaw 588 Review**  
FOR INFORMATION

13. **NEW BUSINESS:**

NB1 **Property Tax Rates Policy in DOHH**

*Staff directed to prepare report determining viability of increasing Class 4 utility rates.*

NB2 **Standing Community Recreation Engagement Committee establishment**

- *Mayor Johansson to prepare Terms of Reference for Committee*
- *Staff to prepare report on recreational facilities:*
  - *List of facilities*
  - *Capital costs*
  - *Operational and Maintenance costs*
  - *Revenues*
  - *membership*

14. **PUBLIC INQUIRIES:**

15. **ADJOURNMENT:**

Mayor Johansson declared the meeting adjourned at 9:19 pm

**DIARY**

**Conventions/Conferences/Holidays**

*Beryl Prairie Playground*

*UBCM resolution- Alternate Director*

***Diarized***

*07/25/16*

*10/11/16*

Certified Correct:

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CAO/Tom Matus

Chair/Mayor Gwen Johansson



HUDSON'S  
HOPE  
playground of the peace

## DISTRICT OF HUDSON'S HOPE

### Delegation to Council Request Form

Name of person or group wishing to appear before Council:

SPECTRA ENERGY - JAY MORRISON

Subject of presentation: AREA UPDATE

Purpose of presentation:

- ☒ information only
- ☐ requesting a letter of support
- ☐ requesting funding
- ☐ other (provide details)

Requesting Oct 24, 2016 date.

Contact person (if different than above):

JAY MORRISON

Telephone number: 250-262-8868

Email address: JDMORRISON@SPECTRAENERGY.COM

Will you be providing supporting documentation? ☒ Yes ☐ No

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

Technical requirements:

- ☐ flip chart
- ☐ multimedia projector
- ☒ laptop
- ☒ other Will Use Powerpoint Presentation

**Rules for Delegations:**

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

**Helpful Suggestions:**

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

I understand and agree to these rules for delegations

JAY MORRISON

Name of Delegate or Representative of Group

Jay M  
Signature

Oct 11, 2016  
Date

**For Office Use**

☐ Approved

☐ Rejected

By (signature): \_\_\_\_\_

☐ Mayor ☐ CAO

Appearance date if applicable: \_\_\_\_\_

Applicant informed of approval/rejection on (date): \_\_\_\_\_

By (signature) \_\_\_\_\_

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



## DISTRICT OF HUDSON'S HOPE

### Delegation to Council Request Form

Name of person or group wishing to appear before Council:

Neil & Earlene Bitterman, Shaun Shephard

Subject of presentation: Emergency response, and hazmat control of  
hazardous substance.

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

Discussion of Emergency response and hazmat control of hazardous substance.

Contact person (if different than above):

Telephone number: 250 783-3123

Email address: ebitterman@xplornet.ca

Will you be providing supporting documentation? ☐ Yes ☒ No

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

Technical requirements:

☐ flip chart  
☐ multimedia projector  
☐ laptop  
☐ other

**Rules for Delegations:**

1. fifteen minute maximum
2. name of person and or group and subject will be published in agenda (available to public and on internet)
3. direct your presentation to Council
4. Council may have questions
5. be courteous and polite
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- don't waste time
- state your request if any
- multiple-person presentations are still ten minutes maximum
- may be people in gallery who support or oppose you
- the Recording Secretary may ask for any relevant notes from you if not handed out or published in the agenda

I understand and agree to these rules for delegations

Earlene Bitterman

Name of Delegate or Representative of Group

Signature

October 17th 2016

Date

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

## THE DISTRICT OF HUDSON'S HOPE

**SUBJECT: ACTION and other UPDATES**

**DATE: October 24, 2016**

**FROM: Tom Matus, CAO**

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**Staff Anticipated Travel:**

CO: LGMA: Clerks and Corporate Officers Forum – Parksville  
OA1: Safety Cmte Conference – Langley  
CO: 2016 Western Economic Development Course, Richmond  
CAO: CAO Forum - Victoria

Oct. 26 – 28, 2016  
Nov. 1 – 4, 2016  
Nov.10-16, 2016  
Feb.22-24, 2017

**Shop Design**

Shop construction project is continuing, expected completion date is end of December 2016. The roof is expected to be on by Monday, October 24<sup>th</sup>.

**Thompson Sewer Main Extension Construction**

Project is complete other than some landscaping to be finalized. Upon final invoicing by the contractor the CAO will revisit the Parcel Tax bylaw for any possible adjustment.

**Wastewater Facility Upgrade**

We are working on other avenues to obtain a contractor for this project – as requirements met that satisfied the NWPTA. Re-tendering this project in January is the current plan.

**Grants**

Building Canada Fund: unsuccessful – new intake deadline November 23<sup>rd</sup>, 2016. Expect to resubmit application?  
BC Bike Fund: unsuccessful – new intake to be determined shortly, fund increased to \$8M from \$6M.

**BCH – CMA**

Negotiations on-going, making progress. Need to have this signed by November 1<sup>st</sup> so we expect final draft for presentation to Council the week of October 24<sup>th</sup>.

**Transfer Site Scavenging Policy**

Drafting of policy for Transfer Site is in progress, presentation to Council November 14<sup>th</sup>.

**Transfer Site Maintenance Agreement**

Drafting of agreement with Kevin Howard in progress, completed by November 4<sup>th</sup>.

**Lunch Trailer – Mountain View Trailer**

Expect to receive Wednesday, October 26<sup>th</sup>.

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Tom Matus, CAO



**THE DISTRICT OF HUDSON'S HOPE**

**REPORT TO:** Mayor and Council  
**SUBJECT:** Appreciation and Recognition Policy  
**DATE:** October 20, 2016  
**FROM:** Becky Mercereau, Office Assistant

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**RECOMMENDATION:**

**THAT:** *"Council approve the Appreciation and Recognition Policy."*

**ADMINISTRATOR COMMENTS:**

Report Approved by: \_\_\_\_\_  
Tom Matus, CAO

**INFORMATION**

Questions have arisen as to whom we invite to the Christmas Staff Party. We have decided to write up a policy, so that there is clear directions as to whom will be included.

We have also included invitees to the Summer Appreciation Event that we do each year and to whom we send Christmas Cards.

The highlighted areas are the specific areas of the policy that Staff would like to confirm with Council to decide whether they want those people included.

Report prepared by: BMercereau  
Becky Mercereau, Office Assistant



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

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

## **APPRECIATION & RECOGNITION POLICY –**

**Council Resolution No.**

**Effective Date:**

Section: Administration

### **Purpose:**

The District of Hudson's Hope wants to ensure our employees feel appreciated for their efforts and contributions throughout the year. Recognition to our employees shows that they are valuable contributors to the quality of life in the District of Hudson's Hope each and every year. This formal recognition is achieved by the District of Hudson's Hope sponsoring a Staff Christmas Party and a Summer Appreciation Event.

We also want to recognize those businesses, contractors and other municipalities that support us throughout the year: we do this by sending out Christmas Cards, in recognition of these people, in the month of December.

### **Definitions:**

#### *Eligible Staff Christmas Party Attendees:*

- Any employees currently employed by the District of Hudson's Hope at the time of the party will be invited. This includes all exempt and non-exempt employees and contractors that are receiving income from the District. A spouse or guest is also invited to attend.
- The temporary positions of Pool Supervisor, Visitor Information Center Supervisor, Campground Attendants and Groundskeeper are also invited.

*In that these positions are temporary and could attend the Summer dinner; though these positions have traditionally been invited to the Xmas dinner.*

- Mayor and Council that have served during the current year are also invited to attend to show their appreciation of our staff.
- Retired District staff and their spouses, that are receiving District of Hudson's Hope the municipal pension plan, will also be invited to attend.

#### *Eligible Summer Appreciation Event Attendees:*

- Any employees currently employed by the District of Hudson's Hope at the time of the party will be invited. This includes all exempt and non-exempt employees and contractors that are receiving income from the District. Depending on the type of the event, families may also invited.

#### *Eligible Christmas card Recipients:*

- All businesses that currently hold a business license in Hudson's Hope



HUDSON'S  
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PLAYGROUND OF THE PEACE

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

- All surrounding municipalities and First Nations in the region
- Any businesses and/or contractors that the District used for major projects or on a regular basis, as determined by staff
- Retired District staff that are receiving the District of Hudson's Hope municipal pensions plan.

**Procedures or Guiding Principles:**

1. The District staff will plan the Staff Christmas Party and invite the Eligible Staff Christmas Party Attendees; dinner will be provided by the District.
2. The District staff will plan the Summer Appreciation Event in August, which includes all Eligible Summer Appreciation Event Attendees. The event type may be decided by staff: some options would be a BBQ, pool party, etc.
3. Christmas Cards are ordered and then sent out to the Eligible Christmas card Recipients in the month of December.

**THE DISTRICT OF HUDSON'S HOPE**

**REPORT TO:** Mayor and Council  
**SUBJECT:** Bylaw No. 875, 2016  
**DATE:** October 14, 2016  
**FROM:** Tammy Andersen, Corporate Officer


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**RECOMMENDATION:**

**THAT:** *"Council adopt District of Hudson's Hope Council Procedure Amendment Bylaw NO. 875, 2016"*

**ADMINISTRATOR COMMENTS:**

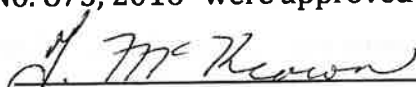
Report Approved by:

  
Tom Matus, CAO

**INFORMATION:**

First, Second, and Third readings of "District of Hudson's Hope Council Procedure Amendment Bylaw No. 875, 2016" were approved as amended on October 11, 2014.

Report prepared by:

  
Tammy McKeown, Corporate Officer



## BYLAW NO. 875, 2016

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A by-law to amend the "District of Hudson's Hope Council Procedure Bylaw No. 765, 2009".

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1. Title

This Bylaw shall be cited as the **"DISTRICT OF HUDSON'S HOPE COUNCIL PROCEDURE AMENDMENT BYLAW NO. 875, 2016"**

2. The "District of Hudson's Hope Council Procedure Bylaw No. 765, 2009" is hereby amended by the following:

- a) That a new sub-section, Sub-Section 2.5.2 titled "Youth Councillor", be added to Bylaw No. 765, 2009, subject to the following:
  - 1. The Youth Councillor must be less than 18 years of age or enrolled as a fulltime student in a school within the District of Hudson's Hope;
  - 2. The Youth Councillor shall be elected by his or her school peers or appointed by the staff of the said school. The Youth Councillor should display a keen interest in politics;
  - 3. The number of Youth Councillors shall be limited to one from Hudson's Hope Elementary-Secondary School;
  - 4. The Youth Councillor shall not be permitted to move or second any By-Law resolution nor shall the Youth Councillor be counted for the purpose of deciding a vote of the Council;
  - 5. The Youth Councillor shall not be included in constituting a quorum of Council;
  - 6. The Youth Councillor shall not be allowed to participate in any committee or Council deliberations that are closed to the public;
  - 7. The term of office for a Youth Councillor shall be established with the appointment but shall not exceed two terms with each term being equivalent to a school year;

8. The Youth Councillor shall not be compensated with wage or per diem as with other members of Council;
  9. A scholarship of \$1,000 will be awarded to the Youth Councillor for each term the position is held. The scholarship is to be used within two years of receipt. Upon the expiry of the two years, the Youth Councillor will have an option to donate the proceeds of the scholarship to a Council approved charity of their choice.
3. This Bylaw shall come into effective on the date this bylaw is adopted.

Read a First Time this 11<sup>th</sup> day of October, 2016.  
Read a Second Time this 11<sup>th</sup> day of October, 2016.  
Read a Third Time this 11<sup>th</sup> day of October, 2016.  
Adopted this     day of     , 2016.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CAO

Certified a true copy of Bylaw No. 875, 2016

this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk

**THE DISTRICT OF HUDSON'S HOPE**

**REPORT TO:** Mayor and Council  
**SUBJECT:** Bylaw No. 874, 2016  
**DATE:** October 14, 2016  
**FROM:** Tammy Andersen, Corporate Officer

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**RECOMMENDATION:**

**THAT:**

*"Council approve First, Second, and Third readings of "MEMBERS OF COUNCIL, OFFICERS AND EMPLOYEES INDEMNIFICATION BY-LAW NO. 874, 2016".*

**ADMINISTRATOR COMMENTS:**

Report Approved by:

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

**INFORMATION:**

Section 740(2) of the Local Government Act provides personal immunity for a municipal official or a regional district official in the performance of his or her duties or the exercise of his or her powers.

**Indemnification against proceedings for local government officials**

**740** (1) In this section:

**"indemnification"** means the payment of amounts required or incurred

(a) to defend an action or prosecution brought against a person in connection with the exercise or intended exercise of the person's powers or the performance or intended performance of the person's duties or functions,

(b) to satisfy a judgment, award or penalty imposed in an action or prosecution referred to in paragraph (a), or

(c) in relation to an inquiry under the *Public Inquiry Act*, or to another proceeding, that involves the administration of the



municipality or regional district or the conduct of municipal or regional district business;

**"municipal official" means**

- (a) a current or former council member,
- (b) a current or former municipal officer or employee, or
- (c) a person who is or was a person referred to in section 738 (1) [*immunity for individual municipal local public officers*], but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of a municipality;

**"regional district official" means**

- (a) a current or former member of a regional district board,
- (b) a current or former officer or employee of a regional district, or
- (c) a person who is or was a person referred to in section 738 (1), but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of the regional district.

(2) Indemnification for municipal officials and regional district officials may be provided as follows:

(a) a council may do the following:

- (i) by bylaw, provide for the indemnification of municipal officials in accordance with the bylaw;
- (ii) by resolution in a specific case, indemnify a municipal official;

(b) a board may do the following:

- (i) by bylaw, provide for the indemnification of regional district officials in accordance with the bylaw;
- (ii) by resolution in a specific case, indemnify a regional district official.

(3) As a limit on indemnification under subsection (2), a council or board must not pay a fine that is imposed as a result of a municipal official or regional district official, as applicable, being convicted of an offence that is not a strict or absolute liability offence.

(4) Sections 100 [disclosure of conflict] and 101 [restrictions on participation if in conflict] of the *Community Charter* do not apply to a council member or board member who could be, or would be, indemnified under a bylaw or resolution under subsection (2) of this section.

(5) Subject to subsection (6), a council may not seek indemnity against a municipal official, and a board may not seek indemnity against a regional district official, in respect of any conduct of the person that results in a claim for damages against the municipality or regional district, as applicable.

(6) The restriction under subsection (5) does not apply if the court makes a finding in the action that the person has been guilty of dishonesty, gross negligence or malicious or wilful misconduct.

Most municipalities will have an indemnification bylaw that sets out the municipality's policy in connection with indemnification of legal defence costs, judgment awards or penalties.

The following advice was obtained in regard to the Indemnification Bylaw:

From: Rachel Vallance [mailto:vallance@lidstone.info]  
Sent: Friday, October 14, 2016 2:52 PM  
To: Tom Matus <cao@hudsonshope.ca>  
Cc: Casual LegalServices <casual.legalservices@lidstone.info>  
Subject: RE: Indemnification Bylaw

We do generally recommend that all local governments have an indemnification bylaw. Although a bylaw is not required, as local governments can indemnify municipal officials (defined broadly in section 740 of the LGA to include current and former elected officials, officers and employees, as well as "local public officers") by resolution in specific cases, a bylaw ensures that council members, officers and employees will be indemnified should an issue arise, which avoids any uncertainty and provides officials with peace of mind. It also allows you to establish the circumstances in which indemnification will be available and any conditions that must be met by the municipal official in order to obtain indemnification.

As an example of some of these requirements/conditions, you can review the precedent bylaw prepared by our firm on Civic Info ([https://www.civicinfo.bc.ca/Library/Bylaws\\_Templates/Indemnity%20Bylaw--Lidstone--2013.pdf](https://www.civicinfo.bc.ca/Library/Bylaws_Templates/Indemnity%20Bylaw--Lidstone--2013.pdf)).

The following advice was also obtained in regard to the Indemnification Bylaw and the attached information:

The District's liability policy with us carries Errors and Omissions coverage which is very similar to the Directors and Officers policy. This coverage would extend to your Councilors.

I have attached for your reference a copy of the Liability Protection Agreement (LPA) and direct you to page 8 where you will find a description of coverage for errors and omissions.

On page 20 you will find a definition of who is an insured under the LPA.

Please feel free to contact me if you have any questions.

Regards,

**Susan Ackerman, CIP, CRM**

Risk Management Advisor

Tel: 604.449.6362 | Fax: 604.683.6244 | [sackerman@miabc.org](mailto:sackerman@miabc.org)

**Municipal Insurance Association of B.C.**

200 - 429 West 2nd Ave.

Vancouver, BC V5Y 1E3

[www.miabc.org](http://www.miabc.org)



Report prepared by: \_\_\_\_\_  
Tammy McKeown, Corporate Officer

## COVERAGE B: ERRORS AND OMISSIONS

### Coverage Agreement

### Coverage Agreement:

The Association agrees to pay on behalf of an **Insured Party** (as defined) all sums which an **Insured Party** becomes obligated to pay by reason of the liability imposed upon an **Insured Party** by law for compensatory damages resulting from any claim made against an **Insured Party** arising from an act, error, omission, breach of contract or breach of duty committed by an **Insured Party**; provided such claims to recover are made:

- a) against an **Insured Party** within the **Agreement Period** and immediately notified to the Association; or,
- b) following termination of the Agreement, provided written notice of
  - i) any potential claim or of any error, omission or act which might give rise to a claim for damages for which coverage would be afforded under this policy; or,
  - ii) any allegation of any fault, error, omission or act which might give rise to a claim for damages for which coverage would be afforded under this policy;

is received from an **Insured Party** by the Association during the **Agreement Period**, or within 60 days of its expiry.

### Exclusions:

### Exclusions:

- 1) This coverage does not apply to liability for:
    - a) **bodily injury, personal injury, or property damage;**
    - b) damages arising from dishonest, intentional or malicious acts or misconduct;
    - c) the assumed liability of others under any contracts or agreements, unless the insured is contributorily liable. This exclusion shall not apply to liability assumed under a Mutual Aid Agreement or a **Service Providers Agreement**;
    - d) express warranties or guarantees, unless the **Insured Party's** liability would exist in the absence of any such warranty or guarantee;
- |  |  |
|--|--|
| Dishonest, Intentional or malicious acts |  |
| Assumed Liability of Others              |  |
| Warranties or Guarantees                 |  |

Payment or Repayment for Benefit Received	e) compensating a claimant for any property, profit or advantage gained or acquired by an <b>Insured Party</b> where the <b>Insured Party</b> is not legally entitled to any such property, profit, advantage or remuneration;
Termination of employment	f) liability to an employee or former employee of an <b>Insured Party</b> arising out of the actual, alleged, threatened or constructive termination of the employment of that employee or former employee;
Fines or penalties	g) fines or penalties;
Purchase and sale of property	h) damages arising out of any transaction relating to the purchase or sale of any real or personal property or interests therein;
Failure to effect and maintain adequate insurance	i) any failure or omission on the part of an <b>Insured Party</b> to effect and maintain adequate insurance, except with respect to an <b>employee benefit program</b> and <b>employee benefit administration</b> (as defined);
Aircraft, airport, airstrip	j) damages arising from the ownership, maintenance, operation or use by or on behalf of an <b>Insured Party</b> of any aircraft, airport, airstrip or air cushion vehicle;
Intentionally Acts	k) damage caused intentionally by or at the direction of an <b>Insured Party</b> except when caused to protect persons or property.
Punitive, Exemplary, Aggravated Damages	l) punitive, exemplary or aggravated damages , except the Association will defend any claim alleging such liability but not indemnify for any such liability;
Medical Services	m) claims arising out of: <ul style="list-style-type: none"> <li>i) the rendering of or failure to render: <ul style="list-style-type: none"> <li>a) medical, surgical , dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, or</li> <li>b) any service or treatment conducive to health or of a professional nature, or</li> <li>c) any cosmetic or tonsorial service or treatment;</li> </ul> </li> <li>ii) the furnishing or dispensing of drugs or medical, dental, surgical supplies or appliances;</li> <li>iii) the handling of deceased human bodies or performing of autopsies thereon.</li> </ul>

This exclusion shall only apply to Medical Doctors.

“Medical Doctors” does not include Physiotherapists or Medical Health Officers.

Commercial marine facility

n) arising either in whole or in part from the ownership, maintenance, operation by or on behalf of the **Insured Party** of any commercial marine facility;

Watercraft

o) arising from the ownership, operation, charter or use by the **Insured Party** of any

watercraft except:

- i) fire boats and rescue craft operated by an **Insured Party**;
- ii) watercraft less than 15 meters in length and which carry fewer than twelve passengers;
- iii) other watercraft provided they are not owned or operated by the Insured Party or its employees.

Asbestos

2. This coverage does not apply to:

a) Asbestos Liability

It is hereby understood and agreed that this coverage shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

Pollution

3. This coverage does not apply to:

- a) Claims in which it is alleged that an error, omission, act, or breach of duty of an **Insured Party** caused or contributed to the actual, alleged or threatened release, escape, discharge, dispersal or presence of a Pollutant or Pollutants.
- b) An **Insured Party's** direct or indirect Regulatory Liability.
- c) Claims of another party for indemnity or contribution for that other party's Regulatory Liability.
- d) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

For the purpose of this exclusion, the following definitions shall apply:

i) Pollutant or Pollutants: any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, either naturally occurring or otherwise, and including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, ureaformaldehyde, and electromagnetic currents. 'Waste' includes materials to be recycled, reconditioned or reclaimed. The term 'Pollutant' or 'Pollutants' includes a potential or alleged Pollutant or Pollutants.

ii) Regulatory Liability: any liability for losses, cost, or expense arising directly or indirectly out of any statutory requirement or governmental order, action, direction, or request to test for, investigate, monitor, cleanup, remove, relocate, contain, treat, detoxify, decontaminate, or neutralize a Pollutant or Pollutants.

#### Fungi

4. This coverage shall not apply to any claim made against an **Insured Party** in which it is alleged that an act, error, omission or breach of duty committed by an **Insured Party** caused or contributed directly or indirectly to any cost, loss, damage, expense or liability incurred by others, which cost, loss, damage, expense or liability arose from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores".

This exclusion applies whether or not other causes acted concurrently or in sequence to any such act, error, omission or breach of duty.

For the purpose of this endorsement the following definitions are added:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

#### Building Envelope

5. This coverage does not apply to claims made against an **Insured Party** in which it is alleged that an act, error, omission or breach of duty committed by an **Insured Party** caused or contributed to the presence or infiltration of moisture:

- (a) into a building envelope;
- (b) into any other component of a building from a building envelope; or
- (c) resulting from the failure of a building envelope.



In this exclusion “Building Envelope” shall mean that portion of a building comprised of the exterior wall and its elements, the interior wall and its elements, and all component parts of the wall cavity and framing between the exterior wall and the interior wall.”

#### Terrorism

6. This coverage does not apply to any claim arising directly or indirectly, in whole or in part, out of “Terrorism” or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate “Terrorism”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the act, error, omission or breach of duty.

“Terrorism” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

#### Cyber Risks

7. This coverage does not apply to any claim arising directly or indirectly, in whole or in part, as a result of:

- a) erasure, destruction, corruption, misappropriation, misinterpretation of “Data”;
- b) erroneously creating, amending, entering, deleting, or using “Data”;
- c) the distribution or display of “Data”, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “Data”;

including any loss of use arising therefrom. “Data” means representations of information or concepts in any form.

**Insured Party** - Wherever used in this Agreement, the unqualified word Insured Party shall mean a Subscriber and also the following:

a) The Subscriber's employees, officers, directors and Council members, while acting within the course and scope of their employment or their positions with the Subscriber;

b) A **Service Provider** or **Service Providers**, Any Society, Association or Special Purpose Body authorized under the BC Local Government Act, the Community Charter, the Vancouver Charter, or any other act or statute authorizing a local government to establish such entities, but only if each and every member or shareholder of any such entity is an authorized Special Purpose Body or a Subscriber or Subscribers or an individual acting solely on behalf of a Subscriber or Subscribers, and then only to the extent that any such entity is carrying on business solely for or on behalf of a Subscriber or Subscribers in connection with the purpose for which the entity was established;

c) any person, past or present, appointed or elected:

(i) to a board, greater board, commission, committee or council; or

(ii) to manage and direct the affairs of a society, association or Special Purpose Body, whether as a director or otherwise, where the board, greater board, commission, committee, council, society, association or Special Purpose Body is authorized under the BC Local Government Act, the Community Charter, the Vancouver Charter, or any other act or statute authorizing a local government to establish such entities,

but only if the person was elected or appointed solely by or on behalf of a Subscriber or Subscribers and then only for their actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission arising out of the performance or non-performance of the duties or obligations associated with the position to which the person was elected or appointed, or any matter claimed against such person solely by reason of the person's appointment or election;

d) Any past or present employee or staff member of any of the foregoing boards, greater boards, commissions, committees, councils, societies, associations or Special Purpose Bodies, but only if each and every member or shareholder of any such entity is an authorized Special Purpose Body or a Subscriber, and then only for an actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission arising out of such employment;

e) a past or present special municipal constable appointed to assist a Subscriber's police department but only for an actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission arising out of such appointment or any matter claimed against such person solely by reason of that person's appointment;

f) any past or present volunteer who participates in the delivery of a Subscriber's services or who participates in the delivery of services by the bodies referred to in paragraph (b) above, but only for volunteer services provided under the supervision of an officer or employee of a Subscriber or of those bodies and then only for an actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission arising out of such volunteer services or any matter claimed against such person solely by reason of the volunteer services provided;

g) any individual, corporation, and/or organization not included in paragraphs (a) through (f) above and which is named from time to time on a Subscriber's Certificate of Insurance (the "**Additional Named Insured**") but only with respect to the coverage granted in the "Coverage Extended to Additional Named Insured" condition of the General Conditions of this Agreement.

h) any person providing fire fighting services to a Subscriber, other than an employee of the Subscriber, but only if that person is a member of a fire fighting association with which the Subscriber has existing written contractual arrangements for the provision of fire fighting services by members of the firefighting association, and then only while that person is in the course of providing those services to the Subscriber.

i) any board, greater board, commission, committee or council authorized under the BC Local Government Act, the Community Charter, the Vancouver Charter, or any other act or statute authorizing a local government to establish such entities, provided such entity is established by bylaw or council resolution, but only to the extent that any such entity is carrying on business or providing services solely for or on behalf of a Subscriber or Subscribers in connection with the purpose for which the entity was established.

### **Loss**

As respects Coverage B only, **Loss** means the total amount which an **Insured Party** becomes legally obligated to pay on account of all claims made against the **Insured Party or Parties** arising out of the act, error, omission, or breach of duty giving rise to the claims.

All claims arising from substantially the same cause or causes shall be considered as arising out of one **Loss**, regardless of the number of parties making the claims or the number of **Insured Parties** against which the claims are brought.

### **Mutual Aid Agreement**

An agreement in writing approved by the Association whereby:

(a) the Subscriber and another body agree to provide each other with services in the event of an emergency and whereby the recipient of the services agrees to hold harmless and indemnify the provider of the services against the consequence of the provider's negligence, or

(b) a Subscriber agrees to provide another Subscriber with personnel or services to be rendered on behalf of the other Subscriber on a temporary basis and whereby the other Subscriber agrees to hold harmless and indemnify the providing Subscriber against the consequences of the negligence of those providing the services.

**Nuclear Hazard means:**

- a) any liability under the Nuclear Liability Act;
- b) liability for **bodily injury** or **property damage** resulting directly or indirectly from:
  - i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an **Insured Party**;
  - ii) the furnishing by an **Insured Party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility;
  - iii) the possession, consumption, use, handling, disposal, storage or transportation of radioactive material by an **Insured Party**.

**Occurrence**

As respects coverage for **bodily injury** and **property damage** under Coverage A, **Occurrence** means an accident or event, including continuous or repeated exposure to substantially the same general conditions, which results in **bodily injury** or **property damage**.

As respects coverage for **personal injury** under Coverage A, **Occurrence** means an injury or offence listed in Items (a) through (e) of Definition #13 **Personal Injury**.

All claims arising from a continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**Personal Injury means:**

- a) false arrest, malicious prosecution, wrongful detention or imprisonment;
- b) invasion of privacy, wrongful eviction or wrongful entry;

- c) libel, slander or defamation of character;
- d) discrimination, except in such jurisdictions where by legislation, court decisions or administrative ruling such coverage is prohibited or held to violate the law or public policy of any such jurisdiction;
- e) humiliation, mental suffering, mental injury.

**Property Damage means:**

physical injury to or destruction of tangible property including resulting loss of use.

**Reciprocal Insurance Exchange Agreement means:**

the agreement entitled as such, as amended from time to time, and signed by **Subscribers**.

**Service Provider or Service Providers**

Wherever used in this Agreement, **Service Provider** or **Service Providers** shall mean any individuals, organization, societies, corporation or other entity providing services to or on behalf of for the benefit of a **Subscriber** or **Subscribers** pursuant to a **Service Providers Agreement**, but only while providing the services described in the **Service Providers Agreement**.

**Service Providers Agreement**

A written agreement approved in writing by the **Association**, and entered into between a **Subscriber** or **Subscribers** and a **Service Provider** for the purpose of providing services to or on behalf of or for the benefit of the **Subscriber** or **Subscribers**;

**Special Purpose Body means:**

a corporation authorized under the BC Local Government Act, the Community Charter, the Vancouver Charter or any other act or statute authorizing a local government to establish a corporation.

**Subscriber means:**

a person as defined in Article 1.01 (i) of the **Reciprocal Insurance Exchange Agreement**.

**Subscribers means:**

more than one **Subscriber** to the **Reciprocal Insurance Exchange Agreement** of the Municipal Insurance Association of British Columbia.

## EXTENSION OF COVERAGE ENDORSEMENTS

### Asbestos, Fungi, Terrorism, Cyber Risks Endorsement

In consideration of an additional premium, Exclusions 4, 6, 8 and 9 of Coverage A and 2, 4, 6, and 7 of Coverage B are hereby removed subject to, in the case of Coverage A, a limit of liability of \$1 million for each occurrence for each subscribing member including damages and Allocated Loss Expenses (ALE) combined and, in the case of Coverage B, limits of liability of \$1 million for each loss for each subscribing member including damages and Allocated Loss Expenses (ALE) combined.

All other terms and conditions and exclusions of the LPA shall remain in full force and effect and shall apply to the extensions of coverage hereby granted.

### Forest Fire Fighting Expenses Endorsement

This Endorsement modifies the coverage provided under Coverage B: Errors and Omissions, as follows:

Notwithstanding any other provisions in the Agreement, coverage is afforded for an Insured Party's liability pursuant to s.30 (1) of the *Wildfire Act* SBC 2004, c.31.

It is understood and agreed that the limit of liability for this coverage is \$2 million for each Loss for each subscribing member including damages and Allocated Loss Expenses (ALE) combined.

In all other respects the Liability Protection Agreement remains in full force and effect.

### Pollution Liability Endorsement

Clauses 5(a)(i) and 5(b) of Exclusion 5 of Coverage A, and clause 3(a) of Exclusion 3 of Coverage B shall not apply in the case of a claim in which it is alleged that an error, omission, act, or breach of duty of an Insured Party caused or contributed to the actual, alleged or threatened release, escape, discharge, dispersal or presence of a pollutant or pollutants in or on premises or facilities owned, rented, managed or controlled by an Insured Party, but this extension shall not apply to any migration of the pollutant or pollutants beyond any such premises or facilities.

This extension of coverage is subject to a \$1 million limit of liability for each Occurrence with respect to a claim under Coverage A and with respect to each Loss with respect to a claim under Coverage B. All other terms and conditions of the Agreement shall continue to be in full force and effect.



## BYLAW NO. 874, 2016

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A by-law to provide indemnification for Members of Council, Officers and Employees against actions arising from the performance of their duties.

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1. Title

This Bylaw shall be cited as the **“MEMBERS OF COUNCIL, OFFICERS AND EMPLOYEES INDEMNIFICATION BY-LAW NO. 874, 2016”**.

2. In this By-law, unless the context otherwise requires;

**“Municipality”** – means the District of Hudson’s Hope duly incorporated by Letters Patent pursuant to the provision of the Municipal Act (British Columbia).

**“Members of Council, Officers and Employees”** – means and shall include present Members of Council, officers, employees, volunteer firefighters and former members of Council, officers and employees of the Municipality against whom any claim for damages is brought arising out of the performance of their duties while members of Council, officers, or employees of the Municipality but does not include independent contractors engaged by the Municipality from time to time or professional persons such as lawyers, accountants, architects, planners, engineers, and others who advise the Municipality from time to time on a fee for service basis.

3. The Municipality will indemnify its Members of Council, officers and employees against any claims for damages against a member of Council, officer or employee arising out of the performance of their duty and, in addition, pay legal costs incurred in a court proceeding arising out of the claim.

4. The provisions of Section 2 hereof do not apply in any case where a member of Council, officer or employee:

- a) has been grossly negligent, or,
- b) has willfully acted contrary to the terms and conditions of the employment;  
or,
- c) has acted contrary to an order given by a superior.



5. The Municipality will not seek indemnity against its Members of Council, officers or employees where the actions of those Members of Council, officers or employees result in a claim for damages against the Municipality by a third party unless the Member of Council, officer, employee has been grossly negligent or has willfully acted contrary to the terms of their employment, or to an order of a superior.
- 6.
- a) Where indemnity under this By-law is or may be claimed by any Member of Council, officer or employee, they shall immediately, upon receipt thereof, forward to the Chief Administrative Officer of the Municipality every Statement of Claim, Writ, letter, document or advise relating to a claim against them in respect of which indemnity is or may be claimed under this By-law.
  - b) Where indemnity under this By-law is or may be claimed by a Member of Council, officer or employee such Member of Council, officer or employee shall not:
    - i. voluntarily assume liability or settle any claim except at their own cost and no indemnification will be paid in relations thereto; or,
    - ii. interfere with the Municipality in any negotiation, settlement or in an legal proceedings with respect to such claim;and that whenever requested by the Municipality such Member of Council, officer or employee shall:
    - iii. aid in securing of information and evidence and the attendance of witnesses and shall themselves, where required by the Municipality give evidence; and,
    - iv. cooperate with the Municipality in the defence of any action or proceedings or in the prosecution of any appeal taken by the Municipality on behalf of the Member of Council, officer or employee.
7. Compliance by Members of Council, officers and employees with the provisions of Section 6 of this By-law constitutes a condition precedent to the Municipality's liability to indemnify Members of Council, officers or employees as provided in this By-law.
8. This Bylaw shall come into effective on the date this bylaw is adopted.

Read a First Time this    day of    , 2016.  
Read a Second Time this    day of    , 2016.  
Read a Third Time this    day of    , 2016.

Adopted this     day of     , 2016.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CAO

Certified a true copy of Bylaw No. 874, 2016

this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk



## RCMP Seeking Input on Auxiliary Constable Program

Oct. 13, 2016

Based on input received during previous consultations, RCMP National Crime Prevention Services has developed several options regarding the future of the Auxiliary Constable Program (ACP). UBCM asks BC local governments to indicate their preferred option via survey prior to Tuesday, November 1, 2016. UBCM will then convey responses to the RCMP.

The RCMP is considering three options with regard to the ACP. These options are as follows:

**Option 1 (Status Quo):** Maintain the ACP in its current form (consistent with January 2016 changes), with no Auxiliary Constable (AC) participation in general duty patrols or ride-alongs, and no firearms familiarization training. ACs would remain appointed peace officers, wear a police-type uniform, and be issued intervention tools and soft body armour. A training standard and activity matrix would be subsequently developed to ensure minimum standards for ACs. At this time, the level of supervision (direct or indirect), nature of the activity matrix, and training requirements are unknown.

**Option 2 (Community Corps Program):** ACs would participate solely in community policing (e.g. safety education, crime prevention initiatives). They would wear a civilian-type uniform, and would not be appointed as peace officers. The RCMP has developed a draft training standard, should this option be implemented, that consists of 13 courses totalling 81.5 hours (52 classroom hours, 39.5 hours online).

**Option 3 (Tiered Program):** A three-tier system. Each tier would have specific requirements for training and experience.

Tier 1 would be comprised of the duties and training standards described in Option 2, with participation set at 48 hours per year.

Tier 2 would include all Tier 1 activities, as well as traffic and crowd control, parades and public ceremonies, and foot or bike community presence under indirect supervision. Tier 2 ACs would be appointed Peace Officers, wear a police-type uniform, and be issued intervention tools and soft body armour. Training would include Tier 1 courses, as well as six additional courses. Participation would be set at 96 hours per year with a curfew imposed after 9:00 pm.

Tier 3 would include Tier 1 and Tier 2 duties, as well as general duty patrol (in an RCMP vehicle, all terrain vehicle, snowmobile, marine vessel, bike, on foot, etc.), check stops, and other activities deemed appropriate. Training would build on the Tier 1 and Tier 2 standard as well as firearms familiarization and additional courses as determined by the division training unit. Participation would be set at 144 hours per year with a curfew imposed after midnight.

UBCM was initially given an insufficient amount of time to consult with local governments prior to submitting feedback to the RCMP. Based on input from stakeholders, including a letter from RCMP Local Government Contract Management Committee co-Chair, Councillor Sav Dhaliwal, the RCMP extended the deadline to November 1, 2016.

ACs are unarmed, uniformed volunteers whose primary purpose is to participate in community policing and crime prevention activities. In British Columbia, the ACP has been in existence for over 50 years and is governed by a Provincial Policy. There are currently about 700 active ACs located in 67 RCMP detachments throughout the Province, volunteering about 120,000 hours of service a year to their local communities.

ACs are appointed under the BC Police Act to assist the Provincial Police Force in the performance of its duties. The Province provides the funding to support local ACPs approved and established at Provincial RCMP detachments. Municipalities with populations greater than 5,000 are responsible for providing policing within their municipality, and are responsible for funding their local ACP, with the Ministry providing maintenance support. The Province also provides ACs with personal liability protection, WorkSafe BC coverage, death and dismemberment insurance coverage, a training curriculum, badges and ID.

Subject: FW:

As Gwen mentioned our UBCM resolution passed favourably and we had productive conversations with Northern Health and MoT.

We like to split up at conventions such as UBCM to cover as many different sessions as possible.

Two sessions I attended that were informative are as follows.

The first session was presented by Greg Anderson. He is in charge of a 85 million Forest Enhancement Society which operates at arms length from the government, giving the society considerable flexibility as to how the funds are distributed.

The next intake is Nov. 4th, 2016. The funds only apply to crown land. Applications must include a Community Wildfire Plan as well as a Recovery plan.

Greg is an ex forester with considerable experience and in his words is committed to running a quick, easy, flexible application process.

I have forwarded this information to Bob along with some possible project ideas.

The second session I felt useful was on Reducing Liability for Local Governments.

This session was put on by Thomas Barnes ( MIA CEO) and Maryan Shekat ( risk management). These people represent local government in legal situations.

Their main focus was to stress the significance of Section 744 of the Local Government Act and specifically with the wording "Breakdown and Malfunction". From what I understand, this section/wording has left the door open for laws suits against local governments. They stressed the importance to lobby Minister Fassbender and government to change the wording to bring it more in line with Alberta's legislation. This would greatly reduce the risk to Local Governments. They recommended writing a letter expressing these concerns.

I will follow up with Tom and Gwen.

There were other sessions as well, these were the two most valuable for us.

Dave

Sent from my iPhone

## Council Information Request – Signage and Branding Project

I am requesting a status update from staff on the signage project and it's current state, remaining budget, etc.

From the pictures below, you can see that we continue to have a mixture of new signs and old signs. The old signs are starting to be vandalized and the paint is peeling off, the old maps are not professional looking nor do they have accurate information on them. This is not a professional or 'branded' look for our community. While I appreciate there is some community concern about the loss of the Dudley in the new signage, I would like to inquire about whether this project was completed or not, and if not, what steps do we have planned to bring it to completion.

Thank you,

Councillor Middleton





