

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

Council	Cham	ber	S			
Monday	April	23,	2018	at	6:00	PM

В1

В2

Counci	I Chamb	ers	
Monda	y April 2	3, 2018 at 6:00 PM	
1.	Call t	o Order:	
2.	Deleg	gations:	
	D1	Hudson's Hope Health Care and Housing Society- Request for letter of support	Page 1
3.	Mayor Counc	e of New Business:  "'s List cillors Additions Additions	
4.	Adop	tion of Agenda by Consensus:	
5.	Decla	eration of Conflict of Interest:	
6.	Adop	tion of Minutes:	
	M1	April 9, 2018 Regular Council Meeting	Page 3
7.	Busin	ness Arising From the Minutes:	
8.	Staff	Reports:	
	SR1	CAO Update	Page 11
	SR2	Staff Travel Reports	Page 12
	SR3	Bollinger Subdivision Road Name	Page 24
	SR4	Dinosaur Lake Licence of Occupation	Page 27
9.	Comr	nittee Meeting Reports:	
	CM1	Airport Society Briefing- Councillor Heiberg	Verbal
10.	Bylav	vs:	

District of Hudson's Hope Community Hall Reserve Fund Bylaw No. 894, 2018

Annual Financial Plan Bylaw No. 896, 2018

Page 51

Page 54

Council	Meeting A	Agenda	Page 2
	В3	Tax Rate Bylaw No. 897, 2018	Page 60
11.	Corre	espondence	
	C1	BC Hydro- Site C Construction Schedule	Page 63
	C2	Double H Saddleclub -Letter of Support Request	Page 65
	C3	BC Hydro- Peace to Kelly Lake Capacitors Project	Page 66
	C4	Thank-you form the Hudson's Hope Figure Skating Club	Page 73
	C5	UBCM –Cannabis Legalization Guide	Page 74
	C6	2017 PCP Movers and Shakers	Page 75
	C7	Proposed Tsaa Nuna Conservancy-open house	Page 77
	C8	Child Find British Columbia	Page 79
12.	Repo	orts by Mayor & Council on Meetings and Liaison Resp	onsibilities

- 13. Old Business:
- 14. **New Business:**
- 15. **Public Inquiries:**
- Adjournment: 16.



# DISTRICT OF HUDSON'S HOPE

# Delegation to Council Request Form

Name of person or group wishing to appear before Council:
BILL LINDSAY - HUDSON'S HOPE
HEALTH CARE! HOUSING SOCIETY
Subject of presentation: To Request A Letter of
SUPPORT FOR USE WITH GRANT APPLICATIONS
Purpose of presentation:  information only requesting a letter of support requesting funding other (provide details)
Contact person (if different than above):
DEBORAH PECK.
Telephone number: 250-794-6269
Email address: deborappeck 3@quail-con/cygne@pris.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

# Hudson's Hope Health Care & Housing Society



Silver Willow Court

Box 342 10104 Ellis Crescent Hudson's Hope, BC V0C 1V0 Phone: 250-783-5521 Fax: 250-783-5538 email: swc@pris.ca

Wednesday, April 18, 2018

Dear Mayor and Council members,

The Supportive Housing project (the Project) for Hudson's Hope is moving ahead and next steps are currently being investigated so that this long-standing dream can be turned into reality. The Hudson's Hope Health Care and Housing Society (HHHC&HS) is working together with Urban Matters (UM) <a href="http://www.urbanmatters.ca/">http://www.urbanmatters.ca/</a> on the next phases of planning and execution of the project.

As you know, HHHC&HS and UM completed a supportive housing needs analysis at the end of last year. This study and report were funded through a grant received from the BC Hydro "GO" Fund, which was supplemented with funding from UM and the HHHC&HS. A copy of the report generated from the study was sent to the district and has been circulated around the municipality.

The results of the report identified that there is in fact a need for further senior's and supportive housing in the community, therefore the HHHC&HS are committed to finding means to continue on with next steps to scoping out and moving forward on building supportive senior's housing that will be practical and sustainable in a smaller rural community.

Over the coming months we will be working towards conducting a feasibility study and concept plan for the Project. These documents will include details of the proposed building, project location, a basic project design plan and a preliminary project budget through the establishment of various pro forma scenarios. We are asking for a further <u>letter of support</u> from the Mayor and Council for this next phase of our project. We will be applying for grants and your support is invaluable to our applications. Most of the grant applications are due in May.

Hudson's Hope is a small but vibrant community. It is a welcoming place in a beautiful setting. It does not have all the amenities of our neighbouring larger urban centres, but what we lack in size we hope to make up for in friendly enthusiasm! We know that aging members of our community would love the option to age in place in Hudson's Hope, and not have to be faced with the difficult decision to move to neighbouring larger centres to access appropriate supportive housing. We realize that this project needs to be sustainable, accessible and inclusive.

Sincerely,

Deborah Peck (Project lead and HHHC&HS secretary)

Bill Lindsay (HHHC&HS board chair).



# REGULAR COUNCIL MEETING April 09<sup>th</sup>, 2018 6:00 P.M. COUNCIL CHAMBERS

Present Council: Mayor Gwen Johansson

Councillor Travous Quibell Councillor Kelly Miller Councillor Dave Heiberg Councillor Mattias Gibbs Councillor Heather Middleton Councillor Caroline Beam Youth Councillor Jade Rowe

Absent: CAO, Tom Matus

Staff:

Director Of Protective Services, Robert Norton Special Events Coordinator, Kaitlyn Atkinson

Office Assistant, Lorraine Roach

Other: 1 in gallery

# 1. **CALL TO ORDER:**

The meeting called to order at 6:00 p.m. with Mayor Gwen Johansson Councillor Caroline Beam arrived at 6:02pm

#### 2. **DELEGATIONS**:

# D1 RCMP update at 6:01 pm Corporal Trevor Romanchych went over comparisons from last year.

7400-01

- File count is down
- Prisoners are up
- Push for Enhance Road Safety
- Continuing efforts to reduce impaired driving in the area
- Annual Priority Plans 2017/2018 have not been released yet, recommendation is to keep our local initiatives from the previous year
- Still dealing with Human Resource issues since July 2017
- Hiring a Clerk is on track, positon should be filled in 3-4 months, interviews are underway
- Corporal Trevor Romanchych is being deployed, but it is unsure when or to where. Corporal Trevor Romanchych requested to stay another year, but it was not approved.
- New Corporal has been selected, he is coming from the North West Territories. Nothing is in writing as of yet, no contract has been signed.

# D2 Shock Trauma Air Rescue Service- Glenda Farnden, Sr. Municipal Relations Liaison and Greg Schmidt, Base Director @ 6:13 pm

7100-01

- Physician consultation on all critical care calls,
- Collaboration with BCEHS
- Capable of responding to diverse situations
- Leading edge of technology with the equipment that is onboard at all times
- Mission breakdown and locations that STARS has responded to since 2007
- Additional Northern British Columbia missions are Fort Nelson, McBride, Quesnel, Valemount.
- Auto launch program has been proposed in the Peace River Regional District, this program would trigger a call to STARS when they are needed for a mission in the Peace Region.
- STARS are having a few "road blocks" but are optimistic they will have a trail in place soon.
- Mayor Gwen Johansson offered her and Councils support in any way that STARS requires from the municipality side.
- Councillor Caroline Beam asked if STARS does a recruitment program with the school.
- STARS response, they do a mobile education and outreach program. They have a bus that is set up as an operation room that is taken to schools and medical centers.
- STARS will contact Director Of Protective Services, Robert Norton and set up a time either in June or September to go to the school and medical center.
- Heather Middleton asked, since you are a charitable, non-profit organization would we go to your website to donate? STARS response was yes.
- Business cards and information pamphlet given to staff.

#### 8. **STAFF REPORTS:**

# SR3 Solar Array Design "Solar Wave" RFD/Presentation Don Pettit/Greg Dueck from Peace Energy Co-operative @6:40 pm

5280-06-01

- Solar arrays are turned on, except the pool,
- Will be able to monitor when all are up and running,
- Don Pettit/Greg Dueck will make links to monitor solar panels available to staff when all solar arrays are up and running,
- Public Works building panels are not able to be monitor because of the amount of snow this season
- Visitor Centre has 3000 hours of power, that equals \$260.00
- Grand opening will be June 2<sup>nd</sup>
- Councillor Heather Middleton asked, is this a presentation or a RFD. Don Pettit/Greg Dueck requested a decision tonight on this RFD because there is a short time frame if the "solar wave" is to be built by grand opening, June 2<sup>nd</sup>. It will take 1 month to fabricate.
- Councillor Kelly Miller asked, we had asked for a few different options in design, are those available to look at. Don Pettit/Greg Dueck, this is the only design.
- Councillor Kelly Miller, can we see more designs and you can present in 2 weeks' time. Don Pettit/Greg Dueck, this will not work, if we are to meet our deadline for the grand opening.

- Councillor Heather Middleton, can there be signs near the "solar wave" to make it interactive for the public.
- Don Pettit/Greg Dueck, placing picnic tables under wave to create shade would make it interactive.
- Councillor Heather Middleton, how will we keep people from not trying to climb it.
- RSEC, Kaitlyn Atkinson suggested camera to monitor activity
- Councillor Heather Middleton asked if there were any awards that could be submitted to recognize the work that has been done on this project, provincial project to recognize, it is a worthy project to recognize.
- Don Pettit/Greg Dueck to follow up

RESOLUTION NO.056/18

M/S Councillors Heiberg /Quibell

**That** 

"Council approves the pool "Solar Wave" array as proposed.
Carried

3. **NOTICE OF NEW BUSINESS:** 

Mayors Additions: Mayor's Report

Councillors Additions: Staff Additions: SR3, SR4

- 4. ADOPTION OF AGENDA AS AMENDED BY CONSENSUS:
- 5. **DECLARATION OF CONFLICT OF INTEREST:**
- 6. **ADOPTION OF MINUTES:**
- M1 March 26th, 2018 Regular Council Meeting

0550-01

- Correction: CR1- should read 'reply' not 'response'.
- Correction: BA1 should read 'draft report' not 'report'

RESOLUTION NO.057/18

M/S Councillors Middleton/Beam

Tha

"The minutes of the March 26<sup>th</sup>, 2018 Regular Council Meeting be adopted as amended" CARRIED

# 7. BUSINESS ARISING OUT OF THE MINUTES:

# BA1 BA2 - Public Enquiries

0400-20

- Mayor Johansson has attempted to contact the Oil and Gas Commission to discuss a public meeting in regard to the disposal well and the Liquefied Natural Gas (LNG) operations. She has not received a response back at this time.
- Mayor Johansson update is that there will be someone to come, no date as of yet. Is there a preference as to where the meeting should be held? Possible at the Beryl Prairie Fire Hall, but not on Tuesday nights, as this is Practice night.

#### 8. STAFF REPORTS (continued):

# SR1 Recreation and Special Events Coordinator Report

7710-01

- Special Event Coordinator (SEC) has had conversations with Becky Mercereau since she wrote the report. Becky and the SEC will be working together to create a 12 and up kids, parent and tot and adult skating program.
- Arena staff hours will not change.

# SR2 Request for Decision- Recreation and Special Events Promotions Funding

8100-01

• Special Event Coordinator received an e-mail from CAO before the meeting, this is to be tabled until his return.

# SR4 BC Hydro Lot Sale,

3010-00

- Councillor Heather Middleton motioned to table the Request for Decision until Property Identifiers (PIDs) are confirmed and upon verification of map. Councillor Kelly Miller second.
- Staff to verify PIDs
- Public notice is required to post lots,
- "matter of process"
- Advertising is required before there is a transfer of lots
- Motion was withdrawn by Councillor Heather Middleton
- Councillor Travous Quibell suggested the RFD be approved but without the PIDs, just approve with lot numbers.

RESOLUTION NO.058/18

M/S Councillors Heiberg/Quibell

**That** 

"Council approves the British Columbia Hydro and Power Authority (BCH) request to exchange lot 12 for lot 10 in regard to the BCH Purchase and Sale Agreement section 8.4; and

Council approves by motion the sale of Lot #s 1, 6, 8, 10, 14, 17, 19, 21, 24, & 26 with in PLAN EPP77312 to the British Columbia Hydro and Power Authority (BCH), complying with the District of Hudson's Hope Surplus Policy and the Charter Community Act sections 26 and 94." CARRIED

#### 9. **COMMITTEE MEETING REPORTS:**

#### 10. **BYLAWS**:

# 11. CORRESPONDENCE:

C1 GeoScience BC FOR INFORMATION

0340-01

# C2 Local Government Program Services FOR INFORMATION

1855-03

#### C3 Resource Breakfast Series

Councillor Dave Heiberg indicated that if Mayor Gwen Johansson is attending the event, he will attend also.

0400-01

#### FOR INFORMATION

C4	BC Hydro-Site C Construction Schedule Director of Protective Services, Robert Norton confirmed he receives notification who is burning.	6660-20
C5	Northeast Regional Community Foundation Grant Program Pass along information. FOR INFORMATION	1855-03
C6	Update on Regional Initiatives with First Nations FOR INFORMATION	0400-20
C7	Day of Mourning Ceremony FOR INFORMATION	0330-01
C8	Westcoast Energy response to Nation Energy Board Request  • More information is required  FOR INFORMATION	0400-20
C9	Proclamation- May is MS Awareness Month Mayor Gwen Johansson suggested that the District could have a walk or just acknowledge the week. FOR INFORMATION	0630-01
C10	Letter of request Hudson's Hope Public Library RESOLUTION NO.059/18 M/S Councillors Heiberg/Miller That "Council approve a resolution of support for the Hudson's Hope Public Library's application to NDIT for the BC Hydro GO Fund." Carried	0230-20 1855-01
12.	REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES	
CR1	Councillor Heiberg- Meeting with Ministry of Transportation Councillor Heiberg had a meeting with Katherine Styba, District Manager, Transportation  • Katherine Styba will be starting a Safety Study.  • Next step will be prepare a budget  • Confirmed that there will be 3 pedestrian controlled crosswalks. Locations will be: at the Post Office, Information Centre and "old" Kyllo Street.	0400-20
CR2	Councillor Gibbs- Bylaw amendments discussion To Council,	3900-01
	I have done a couple presentations at GMS and PCN about the demo home that BCH is building in Atkinson. Much of the feedback I received was around the topic of setting the theme/style for the neighbourhood and ensuring that someone doesn't build a mansion and then their neighbour pulls in a 10-year-old modular. The following ideas came from those:	

Item	Topic	Description	Action
1	Siding	A ban of Vinyl siding would ensure a classier look to the neighbourhood. Also ensures that the houses look good longer as vinyl will fade in 10 years.  • This is already in bylaw	Add line to zone specific regulations for zone type R1b
2	Rain Water Control	Connect roof gutters and storm drains to the municipal storm water system.  • Staff to research	Add line to zone specific regulations for zone type R1b
3	Used modular	Ban all used modular  • Remove #3 from proposal	Add line to zone specific regulations for zone type R1b

The following items are areas of the bylaw that I think need clarification and should be revisited if we are amending the bylaw again:

Item	Topic	Description	Action
4	Driveway paving	The bylaw currently uses "off-street parking" as a blanket term that includes driveways, however the definition for "parking" excludes drivewaysthis is confusing • Staff to clarify the wording in "Driveway paving" section of current bylaw	Create a new section to the bylaw that lays out the requirements for driveways
5	Landscaping plan	Section 4.6.6 requires a "Landscaping plan" but there is no description of what this is. Also, it is a requirement for the building permit so technically I think that means the landscaping has to be done before occupancy is allowed, I know we don't enforce this but that is how it is written.  • Staff to contact FSJ and see how their bylaw reads regarding "Landscaping plan"	Create a landscaping permit.

RESOLUTION NO.060/18

M/S Councillors Heiberg/Middleton

THAT:

*"Councillor Gibbs to work with staff to help rewrite the bylaw"* Carried

# CR3 Mayor's Report to Council

**Bats:** Inga-Jean Hansen was out yesterday and installed a bat detector. Will be back in about 2 weeks. She doesn't think it is bats.

**Progress Energy Survey:** Progress has hired a consulting firm to report on how Progress is perceived by various stakeholders. I have contacted a number of businesses, industry and non-profit groups but still have more to speak with. I would appreciate any comments from council and/or staff. The consultant is calling back on Wednesday, afternoon.

6660-20

**BC Hydro Agriculture Compensation Board Appointments:** There is one position for a Peace Valley producer and two positions for members at large. Angie Watson has agreed to submit her name and Colin Meek already has. I will write letters of support for each.

0360-01

Meeting with Grant-Writer: Chris Maudrell will meet with prospective applicants on Wednesday at 7 pm in the District office. Staff have posted it on the PSA, social media and at the post office. I've called a few people to make sure they know, and have asked them to pass it on. Councillors/ staff welcome.

1855-01

**Horticulture Meeting:** -Taylor Community Church, 2:45 - 7:45 pm. Supper provided. See attached poster. I would like to attend in the name of economic development. Any others? See attached poster.

0540-20

**Saturday, April 14<sup>th</sup> -2 pm Farmington Hall**. Topic: Surface vs sub surface issues. Value to Hudson's Hope: hearing the issues of the people who live with intensive gas development (20 holes to a pad etc.)

0540-20

**Disposal Well:** Have been in touch with the Oil and Gas Commission. We don't have a date yet. Connecting on Wednesday and could decide then. Are there preferred dates? Perhaps Beryl Prairies?

0400-20

Independent Contractors and Businesses Association of British Columbia- Invitation to Networking opportunity in Fort St John on April 11, 2018.

0390-01

# 13. **OLD BUSINESS:**

# 14. **NEW BUSINESS**:

UNBC meeting in Fort St John on April 30th

0390-01

RESOLUTION NO.061/18
M/S Councillors Heiberg/Miller

THAT:

*"Council to send one Council member to attend"* Carried

# 15. **PUBLIC INQUIRIES:**

#### 16. **ADJOURNMENT**:

Mayor Johansson declared the meeting adjourned at 8:28 pm

DIARY	Diarized
Conventions/Conferences/Holidays	
Beryl Prairie Septic Field	07/25/16
NDIT Community Halls and Recreation Facilit	ies Program-
-to be brought forward at Strategic Planning	Meeting 08/14/17
School Gymnasium agreement	02/26/18
Solar Energy- Budget item	02/12/18
Certified Correct:	
Chair/Mayor Gwen Johansson Acting	CAO, Robert Norton

#### THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

**MAYOR JOHANSSON and COUNCIL** 

**SUBJECT:** 

**ACTION and other UPDATES** 

DATE:

April 22nd, 2018

FROM:

Tom Matus, CAO

# **Staff Travel:**

Tom:

**Professional Development:** 

MATI Advanced Communication Skills for Local Government Professionals: Bowen Island

April 22<sup>nd</sup> - 27<sup>th</sup>

Withdrew

MATI Leadership in Local Government Organizations: Bowen Island

June  $17^{th} - 22^{nd}$ 

filled to capacity - awaiting cancellation opportunity

Tammy:

**Professional Development:** 

MATI Managing People in Local Government Organizations: Bowen Island filled to capacity – awaiting cancellation opportunity

May 27th- Jun 1st

Director of Public Works Position

Position has been filled. The new incumbent is John Simcock who commenced work on April 18th, 2018.

March 26th Council Meeting Minutes

Note: minutes should read the CAO was absent

**Wastewater Facility** 

Kimberly Zackodnick came in on Tuesday, April 17<sup>th</sup> with Travis Pahl of Urban Systems to do some training with our staff on the aerators in regard to optimising the energy use of the blowers.

**Swimming Pool** 

Met with Tyler Schwartz and our plumbing and heating contractor Paul Bitner to plan some work to be done at the Pool: changing location of temperature sensors

**BCH Shoreline Protection** 

Met with Nancy Pepper and Jim Robertson of BCH with Councillor Kelly Miller, and our staff Joh Simcock and Ed Reschke as an update meeting to go over some of the progress and issues noted from our last meeting. Notes of interest were the WTP/pumphouse and the proposed boat launch at the berm.

Tom Matus, CAO

# THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johansson and Council

SUBJECT: Report on Courses Taken

DATE: April 17, 2018

FROM: Wallace Roach, Safety and Bylaw Enforcement Officer

From the direction given at the last Council meeting here is my report regarding the courses taken between April 4, 2018 and April 13, 2018:

# **Prosecute This**

This course focused on taking the Municipal Ticket from the stages of serving the ticket right up through actually prosecuting the ticket in the Court. The morning session focused on compiling the information required in the ticketing process, ensuring that you in fact have enough evidence to lay the ticket. From evidence gathering to interviewing witnesses. The court process of appearing in court to the disclosure of evidence, and the penalties for not disclosing evidence. Topics also covered were the applicable acts such as the Community Charter, The Local Government Act, and The Offences Act. The process in serving the ticket to the actual person receiving the ticket or to a person at the last known residence who is at least sixteen years of age or older.

The afternoon session was actually participating in mock trials in either the roles of prosecutor, defense counsel, defendant, or witness. Role playing either of those parts to gain an understanding of the court process, and also to gain an understanding that as a Bylaw Officer it will be a part of our duties to represent the Local Government that we serve in the capacity of a prosecutor. For a Local Government to retain the services of a lawyer in most instances would not be fiscally prudent. There will be circumstances that a lawyer will be needed, but in those circumstances it will normally be something much more intensive than a simple ticketing offence.

After the mock trials were completed we had a debrief of the trails, the individuals performing the various roles, and then we covered many different forms that can be used in the recovery of non-paid funds from the ticketing process, from collections to court injunctions, seizing of property and the legal aspects of that.

# Western Conference on Safety

At this Conference I attended 7 sessions ranging from Medical Marijuana in the workplace to managing stress, addictions and mental wellness in the workplace. The opening speaker was Darby Allen, the former fire chief from Fort McMurray. He spoke regarding the need for a strong emergency response plan and buy in from all levels of an organization to afford a seamless evacuation during times of extreme stress, the need for proper planning to be able to execute the plan with little disruptions in the transition from a thriving community to a relatively ghost town and the resilience of a community literally under fire.

# Managing Stress, Addictions and Mental Wellness in the Workplace

This topic included tools to help recognize some of the signs of an individual suffering from personal hardships, and recognizing the importance in keeping all employees "level". By that it means that we as an organization need to be able to recognize when one of our employees need to be able to talk to a professional, be able to connect the professional and the employee to give the employee an avenue to discuss in private whatever issue they need to discuss. If we do not recognize when our employees need assistance the effect it can have on an organization can be very detrimental, not only to the effectiveness of the organization operationally, but also to the morale of the employees when it is perceived that the organization cares only about being productive and not caring about the cogs in the wheel who make the wheel go around.

# OHS Management Update on ISO 45001

This session was basically an update to the new ISOP Standard that will be rolled out in the upcoming months regarding an improvement in the ISO Standard for Safety Management Systems. This system is a worldwide accepted standard that is being put in place to help reduce the burden of occupational injuries and diseases by providing a framework to improve workplace safety through a standard system for managing occupational safety. This standard may be employed in any type of organization, and by conforming to the standard it shows a high level of commitment from the organization in fostering a safe work environment and helping to foster a positive safety culture. Other standards covered were ISO 18001, ILO-OSH Guidelines (International Labour Organization), and CSA –Z1000.

#### Safety Heretic

This session that was facilitated by Jeffery Lyth a former CRSP and CHSC discussed the benefits of safety on an organization. It touched upon the financial impacts of having a poor management system in place, and the underlying costs associated from workplace injuries, the negative effect it can have on an organizations ability to attract and retain the best people for the job, and also the increase in occupational stress injuries from the lack of leadership from upper management and how it not just can but will cost an organization talent, and the ability to function as a well-organized team.

#### Opening Remarks Day 2

Tina Varughese spoke regarding communication in the workplace when it comes to a multi-cultural, and diverse workforce. Her talk was engaging and gave the listeners (myself) an opportunity to reflect on how we (myself) communicate across all levels of the organization. This does not impact me within the position I presently hold, but rang true for many of my former positions. Although it did allow me to better understand how communication skills

are important when dealing with members of the community who may not have the same level of education as I do, or who have different cultural backgrounds than myself.

#### Strains, Aches and Pains

This session was geared towards ergonomics and how to recognize symptoms of MSI's and RSI's. A discussion was held on existing ergonomic legislation and also what the organizations role in prevention of ergonomic issues are. Strategies for risk assessments as well as strategies in implementing effective prevention programs to protect not only the employee, but also the employer.

# Marijuana in the Workplace

As marijuana looms over the workplace what can we as an organization do to keep our employees safe from the effects of others using this product? There needs to be an effective policy that addresses marijuana in the workplace that encompasses both the medical aspect as well as the recreational aspect. With testing methods that cannot pinpoint the when an employee is impaired but only that they have used within a certain timeframe how do we effectively develop policies surrounding this issue? It needs to be written in a police to clarify safety sensitive positions. The fact that if an individual has a medical requirement for using marijuana, and also the effects on others who may be affected by the marijuana. A touchy subject that may cause court challenges, but one that must be dealt with in a legal framework.

Overall this was in my opinion a better conference than it was last year. The sessions I attended were aligned with my duties as the Safety Officer and I believe have given me a better understanding of many different subjects and will allow me to pass the information on to other employees to help educate people in certain areas.

#### Consulting Skills for the OHS Professional

By far the most interesting aspect of my week. This course was an intense two day program that culminated with a presentation given to a mock company for the development of a Safety Management System, a comprehensive incident investigation of a fatality, a comprehensive training plan with implementation of the plane. A gap analysis of the OHS Program, development of safe work procedure. A cost benefit analysis, development of a business plan with personnel, budgeting, and timeframes.

Using the Lippitt and Lippitt model for consultation, we as teams and individuals developed a consulting plan after an initial RFP to present in the hopes of being awarded a contract to perform essential services to a fictional company to ensure regulatory compliance, and also to eliminate certain issues from arising again. Now I am beginning the examination portion of the course that is another RFP, business case, consulting plan, development of safe work procedures, a training and development plan, and more. The exam will take me approximately twenty-five hours on top of the two day course to complete. The course also, as did both of the others allow me great networking opportunities as far away as Dubai.

Administrators Comments			
Tom Matus, CAO			
Wallace Roach, Safety and Bylaw Enforcement Officer			

# THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johannson and Council

SUBJECT: 2018 Election Workshop

DATE: April 19, 2018

FROM: Andrea Martin

I attended the Local Government and School Trustee Elections 2018 Training Workshop on April 11, 2018 in Prince George.

I found the workshop very informative and provided pertinent information for myself as an election official who will be attending the elections in our community this fall. I did have a brief experience with the by-election held in January 2018 and the workshop really filled in a lot of gaps and answered a lot of questions.

The workshop offered a brief outline of information such as:

Timelines for Nominations What's New for 2018
Election Resources online Enforcement and Offences

Key Roles Nomination Packages & Candidate Info Sessions

Checklists Post Election
Media and Communications Websites

Tips and tricks on how to get people interested in getting out to vote.

Thank You

Andrea

# THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor and Council

**SUBJECT:** Fort St. John Tradeshow Summary

**DATE:** April 19, 2018

FROM: Kaitlyn Atkinson, Recreation and Special Event Coordinator

(RSEC)

# **Background:**

The Fort St. John (FSJ) trade show is in its 46<sup>th</sup> year and sees on average 14, 400 attendees. It is a 300 plus booth show that is seen by residents of the Peace as a sign that winter is ending, and spring has arrived. Many people attend the show as it's the first major event of spring and a chance to connect with friends and local business's. As the trade show is extremely well attended and the largest event of its kind in North East BC, it is a fantastic opportunity to connect with Peace area residents and promote a product or brand.

#### Tradeshow 2018

"The Fort St. John Trade Show will be promoted with an extensive promotional campaign utilizing the full force of the sponsoring Radio and TV Stations: The Bear, Sun FM, 890 CJDC and CJDC-TV. All stations will be running advertisements leading up to the show and Sun FM and The Bear will be broadcasting live from the show. Also look for a newspaper supplement and official guide in the weekly regional newspaper The Alaska Highway News. All vendors are listed on the trade show website." Info Link: <a href="https://www.fortstjohntradeshow.com/brochure---application-.html">https://www.fortstjohntradeshow.com/brochure---application-.html</a>

This year's event was held over April 13-15 and consisted of 22 tradeshow hours, resulting in 28 staff hours dedicated towards a successful show. The RSEC brought 2016 labelled shirts to sell, toques, tumblers, and water bottles. Sales in the amount of \$75 resulted. Free "SWAG" was also given in the form of tattoos, stickers, and magnets. There was an entry bucket and draw for 1 of either a 7 Day Camping Permit OR a 10X Pool Punch Pass. Over 400 entries went into the draw and Tom Koch of Alberta was the very happy winner. He chose the 7 Day Camping Permit.

Overall the RSEC was very pleased with the engagement and discussions had at the trade show. Many people expressed that they were glad to see the District out at the show. Positive comments regarding our pool and camping facilities were received, specifically Cameron Lake is apparently a very popular spot for Peace region residents. The RSEC was able to answer questions, give out information, connect with Peace residents who may be interested in contracting with the District to offer recreation, and build connections with members of the FSJ recreation staff who were present at the show as well as the Grant Writer who stopped by for a good discussion. Main questions that were asked by the public included:

What trails does Hudson's Hope have?

You run 4 campgrounds?

How can I access the river?

What parts of the valley will be affected by Site C?

Positive feedback regarding the Farmers Market was also received from multiple individuals who said the Hudson's Hope Farmers Market was the best in the region.

Overall the cost of \$570 for a booth was more than worth it for the level of engagement and the amount of Peace residents the RSEC was able to connect with.

The RSEC recommends attending this event in subsequent years and recommends having another member of staff assist with the Saturday management of the booth as it is an 11-hour day. Booth location was fantastic and should be maintained.

# THE DISTRICT OF HUDSON'S HOPE

REPORT TO:	Mayor and Council		
SUBJECT:	Office of the Fire Commissioner All Hazard Staff Meeting		
DATE:	23 April, 2018		
FROM:	Robert Norton, Director of Protective Services		
INFORMATION:			
hazard command staff	ffice of the Fire Commissioner (OFC) has undertaken the task of forming an all- for the province of British Columbia which will act as representatives of the OFC ents throughout the province supporting local municipalities and the BC Wildfire		
To staff the team the OFC ran an extensive selection process which resulted in the offering of positions to 20 senior level fire officers throughout the province. I was selected as one of the successful applicants, and as part of the orientation process for the new team I was requested to attend a meeting in Chilliwack on 13 April 2018.			
This meeting covered a number of topics including roles and responsibilities of the team, wildfire structural protection operations, as well as lessons learned from previous deployments including the 2017 wildfire season which proved to be the worst wildfire season on record for the province.			
	ated the distribution of uniforms and information packages, as well as allowing mbers to meet and network with each other.		
The intention will be for the OFC to draw upon the team for significant large-scale events where additional command staff would benefit local efforts. The utilization of individual team members will be conditional upon local demands, and will not impact local fire department operations.			
Robert Norton, Directo	r of Protective Services		
Administrator's Co	mments .		

Tom Matus, CAO

# THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Gwen Johansson and Council

SUBJECT: Travel Report

DATE: April 19, 2018

FROM: Tammy McKeown

# North Central Local Government Management Association Annual General Meeting

# April 11-13, 2018, Prince George.

# • Local Government Management Association(LGMA) Update

Patti Bridal, President LGMA presented.

- A model Code of Conduct is being developed with the voluntary model expected to be completed by October 2018.
- The Code of Conduct will include the Foundational Principles of Elected Officials: Integrity, Accountability, Respect, Leadership and Collaboration.

Ryan Hunt, Communications and Member Engagement Coordinator, presented on the upcoming changes to the LGMA website.

# University of Northern BC (UNBC) update

Professor Gary Wilson presented.

- Overview of local government courses being offered at UNBC
- Overview of internship program.

# • Northern Development Initiative Trust

Joel McKay, Chief Executive Officer presented.

- Update of wildfire recovery program
  - o Funding innovative new program which will assist business owners with recovery applications.
  - o Partnership with CFDC, CCBAC and WD.
  - o 216 businesses received application assistance
  - o 264 referrals
  - o 662 jobs positively impacted.
- Internship program
  - o First past intern has recently become a Chief Administrative Officer
  - o 10 communities will benefit from the internship program.
- Grant/ Funding programs
  - o Implementing funding program revisions
  - Marketing initiatives will now only require a 1 year report and 50% leverage.
  - o Community Hall Grant will now only require a 1 year report; new screening process has been implemented to encourage more applications.
  - o Festival Grant- can apply for \$5000 for festivals with a budget of \$50,000 or more.
  - Strategic Initiatives- no minimum grant amount, \$900,000 max grant amount, will cover up to 80% of project costs.; will allow applicant to

- write their own proposal for the grant application.
- o Revisions are coming in regard to the Economic Development Capacity Building Fund and the Economic Diversification Infrastructure Fund.

# • Community Engagement: Transition from Conflict to Collaboration

Chris Plato, Senior Project Manager-Colliers Project Leaders

- Presentation on building community support
  - o Engagement and communication through the use of community forums, open houses, meeting with user groups etc. are all effective.
  - o Conflicts that arise through community engagement are beneficial as they bring forward information that may assist with collaboration.

# Delegation of Authority (Board/Council/Committee)

Ryan Bortolin, associate, Stewart McDannold Stuart

- Reviewed sections 154-156 of the Community Charter in regard to the authority to delegate.
- Reviewed sections 72-80 of the Community Charter in regard to remedial action requirements.
- Requirement for ALR applications having to go before Council was discussed.

#### BC Assessment Authority

Teria Penner, Appraiser and Darin Johnson, Deputy Assessor, Northern BC Region

- Presented overview of the impact of the BC Wildfires.
- There has been an increase in the number of properties in BC; BC Assessment utilizes three different ways to ensure that the public are properly reporting:
  - 1. Satellite imagery
  - 2. Electronic building plans
  - 3. Mail-outs to property owners

# • Emergency Preparedness

#### Pam Jefcoat, Managing Partner, Civic Legal LLP

- Review of requirements in regard to Emergency Plans
- Declaring state of Local Emergency under S. 13(1) of the Emergency Program Act (EPA).
- Review of Compensation and Disaster Financial Assistance Regulation

# • Ministry of Municipal Affairs & Housing: Approval Processes

Arielle Guetta, Senior Planning Analyst and Scott Leitch, Governance Analyst

- Overview of the Ministry
- Provincial involvement in Local government
  - Bylaw/Policy Procedures
  - Consent and Electoral Approvals

# • Freedom of Information Protection of Privacy Act Case Law -update

Carolyn MacEachern, Partner, Young Anderson

- Review of numerous Freedom of Information Cases
- Discussion on implications of using video surveillance

# • Municipal Finance Authority (MFA) Update

Lauren Kerr, Credit and Compliance Officer

Provided an overview of MFA and their relationship with local government

# CivicInfo BC Update

Todd Pugh, Executive Director

- Reviewed the numerous tools available for local government.
  - Database Planning Toolkits: community planning
  - o Pilot project with shoutmyproblems.com: send anonymous requests for equipment, parts etc. Request is sent out and interested businesses respond, proposals are not sent back.
  - o CivixSuite Bylaw Drafting and Management Tool: same platform that the Province uses; adopted for municipal use. Will be able to create a

- shareable, searchable pool of municipal bylaws.
- o CivicLabs: community apps being developed that can be used to push notifications etc. Small monthly subscription fee which will create a fund to be used to develop different apps. There are 25-35 ideas already being considered. Municipalities can provide input as to what apps they would like to see developed. Seed funding has been received from the Ministry of Jobs, Trade and Technology.
- CivicStats: 6 million data points from Local Government Data Entry, Census Canada and other surveys; Local government can upload their own data such as tax rates etc. Logins for this program were sent out to the CAOs and CFOs in February.

# • Emergency Preparedness and Communications

Rob van Adrichem, Director of External Relations, City of Prince George and Emily Epp, Communications Manager, Cariboo Regional District

- Overview on 2017 Wildfires, evacuation statistics, approach to messaging and information dissemination. Review of the lessons they learned.
- Communication is key: utilize a community Liaison, have a consistent spokesperson, coordinate with other agencies, public education.
- Communication needs to include video, websites, and social media in conjunction with traditional methods.
- Cariboo-Chilcotin wildfire report can be located
   at <a href="https://cariboord.ca/uploads/wildfirereport/Wildfire\_Consultation\_Report.p">https://cariboord.ca/uploads/wildfirereport/Wildfire\_Consultation\_Report.p</a>
   df

# Legal Update

Don Lidstone, Q.C., Partner, Lidstone & Company

- Reviewed numerous recent case results, the following are the ones that I believe hold the most interest for Hudson's Hope.
  - Dragon v. Victoria cannabis case; Victoria allows retail sales but has just recently started to regulate it more closely. New regulations include a very high fee for business license, location has to be at least 2000m from nearest school and 200m from any other retailer.
  - o Gaston v. Ristigouche-sud-est: protection of residential water wells; bylaw passed in 2013 establishing no-drill zone of two kilometers from the source of the village's water, Courts upheld the bylaw.
- Provided overview of recent report on driverless vehicles-ramifications and pros and cons. <a href="https://www.vtpi.org/avip.pdf">https://www.vtpi.org/avip.pdf</a> Expected that these vehicles will start becoming available in the 2020s.
- Discussion in regard to the upcoming legalization of cannabis; possible opportunity for municipalities.
  - o BC Cannabis Private Retail Licensing Guide can be located at <a href="https://www2.gov.bc.ca/assets/gov/.../5847">https://www2.gov.bc.ca/assets/gov/.../5847</a> cannabis privateretai <a href="mailto:lguide\_v03.pdf">lguide\_v03.pdf</a>

#### **EOC Operations Section Course**

# April 18, 2018- Dawson Creek

The Operations Course was very beneficial. I am attempting to take as many Emergency Management Courses as are available. Having members of staff educated in the different positions and the different duties related to operating an Emergency Operations Course is imperative to ensure that the District is prepared in the event of any emergencies it may face. We have been attempting to take advantage of the courses offered free of charge and of those that are subsidized through Emergency Management BC. At this time I have

Management Certificate: EMRG-1120 Conducting HRVA EMRG-1332 EOC Logistics EMRG-1331 EOC 3 Planning EMRG-1333 EOC Finance EMRG-1132 Community Recovery Planning EMRG-1150 Intro to EM Exercise Design EMRG-1200 ICS Level 100 EMRG-1600 Intro to ESS EMRG-1334 Information Officer EMRG-1320 EOC Essentials EMRG-1100 Intro to Emergency Mgmt EMRG-1300 Intro to EOCs EMRG 1330 EOC Operations Section

completed the following courses, as I am attempting to complete my Emergency

Thank-you for allowing me these opportunities.

Tammy McKeown, Corporate Officer

# REQUEST FOR DECISION

RFD#:	Date: April 18, 2018			
Meeting#: CM042318	Originator: Tom Matus, CAO			
RFD TITLE: Bolliger Subdivision Road Name				

# **BACKGROUND:**

The Bolliger Subdivision final survey plan located beside the Williston Lake Resort was deposited to the Land Titles Office in 2012 whereby a road right-of-way is designated as road area, as per the attached diagram.

#### DISCUSSION:

Administration requests Council to name this road right of way in the Bolliger Subdivision located in Plan 18445. Administration will assign the street address for the six lots in the subdivision in Plan EPP 18445.

The road name is required in order for residents on this road to obtain BC Hydro electricity connections.

In that four names were given to Council to designate names in the Lucas subdivision one name proffered, "Sherwood" remains unissued, we could use this name to for the road in the Bolliger subdivision.

#### **BUDGET:**

N/A

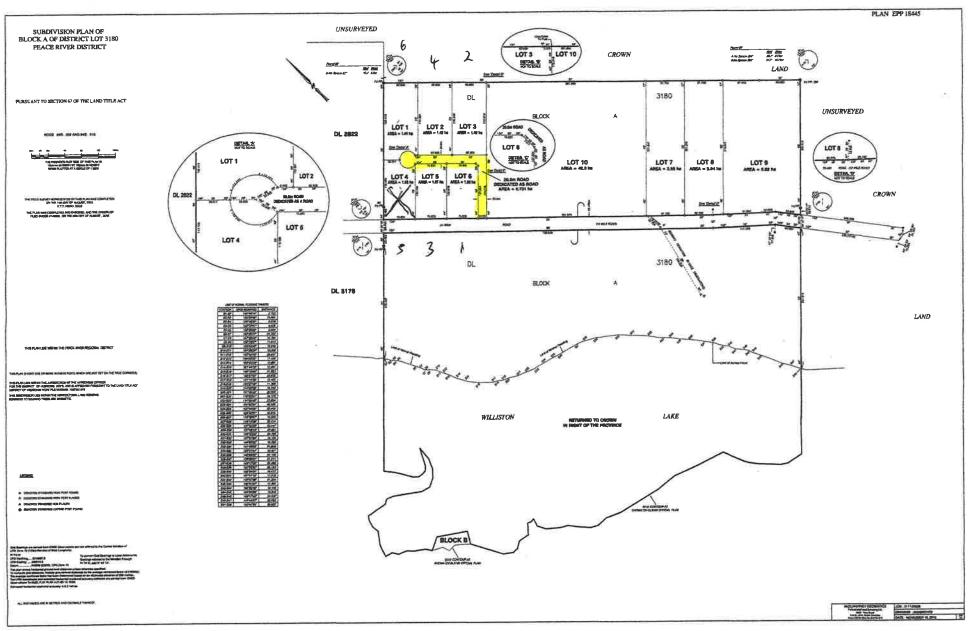
# RECOMMENDATION / RESOLUTION:

That:

"Council name the twenty-meter width road as highlighted in the attachment of Plan EPP184445 in the Bolliger Subdivision "Sherwood Road".

Tom Matus, CAO

RCVD: 2012-11-05 RQST: 2017-03-21 12:11.54



# ->

#### **LUCAS:** The Lucas Family

This [Atkinson] property was inhabited by the Lucas's in the 1930's. Reg Lucas was on the Bedaux expedition of 1934 and farmed, trapped and worked on surveys. He married Gertie Brown, who came to Hudson's Hope to care for telegraph operators (Fred Gaylor), whose wife had pneumonia. Gertie was trained as a nurse in Calgary and she was often called upon to deliver a baby.

"Gertie and Reg [Lucas] were known to have been awakened in the middle of the night and obliged to give up their bed to a mother in labour. Gertie quickly stripped the bed and remade it, climbed up through a trap door into the attic and brought down a box of her obstetric requirements, scrubbed and soon was in business."

Reg and Gertie and their two boys, Leonard and Malcolm, moved to the farm that Rutledge's later owned at Farrell Creek.

They moved to Two Rivers east of Baldonel a couple years later (circa 1941)



# STEGE: Henry Stege

Henry Stege arrived in Hudson's Hope in 1924 and occupied the old store that was owned by Revlon Freres. In 1934 he built a three story building that was a store, post office and hotel. The locals really appreciated the work so they could pay off their bill at his store. He also had a boat that he used to haul the mail from Taylor flats, and any passengers that wanted a ride. He remained in the Hope until his death in 1946. Henry is interned in the Pioneer Cemetery overlooking the townsite.



"Henry Stege and Jack Weissner arrived about 1914. Moved to location near mouth of Ingenika and traded there. Stege returned to Hudson's Hope about 1923 .... He was well beloved by the Hudson's Hope kids for his kindly ways."









Hudson's Hope parades passing in front of the Peace Glen Hotel

#### -

#### MANCHUCK: Rose Manchuck (Barkley)

Rose came to HH about 1947 and was the first Red Cross Nurse stationed here. She later married Larney Barkley. Clara and Joe Barkley farmed in Beryl Prairie as did Larney and Rose. The brothers came to HH 'bout 1932. In the early days Clara and Joe would walk the nine miles on the old pack [road] to HH and play musical instruments for a dance and then walk home in the wee hours of the morning.



Possible subdivision name? "Barkley Subdivision" "Manchuck Subdivision"



#### SHERWOOD: Jack Sherwood

Not too much is recorded about Jack and Florence but they were at the house raising party for the log building that was for Dudley Shaw in 1929 and Jack left from HH to go on the Bedaux expedition in 1934. All from personal knowledge and HH section of "The Peace Makers of North Peace".

# REQUEST FOR DECISION

RFD#: Date: April 20, 2018

Meeting#: CM042318 Originator: Tom Matus, CAO

RFD TITLE: Dinosaur Lake Licence of Occupation #815993

# BACKGROUND:

The licence of occupation for the Dinosaur Lake campground terminates on May 10, 2018. An application to renew licence 814597 was submitted to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRO).

#### DISCUSSION:

FLNRO hs sent back a Licence of Occupation #815993 to replace the current licence. It is for a two-year period expiring on May 10, 2020. The licence will be extended to 2028 "upon completion of an amendment to OIC Reserve No. 56020...".

# **BUDGET:**

\$210.00

# **RECOMMENDATION / RESOLUTION:**

That:

Council approve the Licence of Occupation #815993 as written.

Tom Matus, CAO



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

Telephone No: 250-787-3415 Facsimile No: 250-261-2084

GST Registration No: R107864738

Your contact is: Sylvia Bayley

Our file: 8000151

Your file: Dinosaur Lake

# **NOTICE OF FINAL REVIEW**

April 12, 2018

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

Attention: Tom Matus

Dear Mr. Matus:

# Re: Your Application for a Tenure over Crown Land

The review of your application for a licence for regional park and boat launch purposes over:

THAT PARCEL OR TRACT OF UNSURVEYED CROWN LAND IN THE VICINITY OF DINOSAUR LAKE (WITHIN UNIT 71, BLOCK I, 93-O-16), PEACE RIVER DISTRICT, CONTAINING 16.82 HECTARES, MORE OR LESS,

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

This is to replace Licence of Occupation No. 814597 which will expire May 10, 2018.

# 1. Deadline for Completion of Requirements

We ask that you complete the requirements described below by June 12, 2018.

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

-2-

File No.: 8000151

# 2. Requirements

# Signing and Return of Tenure Documents

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

# Monies Payable

You must deliver to us the following amounts:

Application Fee	*\$	200.00
GST Total	\$	10.00
Total Fees Payable	\$	210.00

<sup>\*</sup> denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 100-10003 110th Ave Fort St. John, BC V1J 6M7. Please quote our file number when sending us your payment.

# Additional Requirements/Information

- Upon completion of an amendment to OIC Reserve No. 56020, the term of the licence may be extended to ten years from the commencement date.
- You are required to adhere to the applicable Best Management Practices and timing windows as applicable, outlined in the attached Ecosystems letter.
- You must contact Halfway River First Nation in writing 30 days prior to commencement of any further development or if any ongoing issues arise relating to environmental or cultural concerns.

# 3. Process following completion of Requirements

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

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

File No.: 8000151

making process and to establish additional requirements not set out in this letter.

- 3 -

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

#### 4. **Acknowledgments of the Applicant**

You represent, acknowledge and agree that:

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

File No.: 8000151

-4-

# Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

Yours truly,

**Authorized Representative** 

File No.: 8000151

- 5 -

# **Response to Notice of Final Review**

File No. 8000151

Print name of person signing

Ministry of Forests, Lands, Natural Resource Operations and Rural Development 100-10003 110th Ave Fort St. John, BC V1J 6M7 Dear Sylvia Bayley: Re: Application for licence I/We wish to proceed to obtain a licence in accordance with the letter dated April 12, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the licence which I/We have signed. I/We do not wish to proceed to obtain a licence in accordance with the letter dated April 12, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development. DATED the \_\_\_\_\_ of \_\_\_\_\_\_, \_\_\_\_\_, Applicant's signature/Applicant's Applicant's signature/Applicant's representative's signature representative's signature

Print name of person signing



# LICENCE OF OCCUPATION

Licence No.: 815993

File No.: 8000151

Disposition No.: 929077

THIS AGREEMENT is dated for reference April 13, 2018 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 May 10, 2018;
  - "disposition" has the meaning given to it in the Land Act and includes a licence of occupation;
  - "Fees" means the fees set out in Article 3;
  - "Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation
    - (a) waste, as that term is defined in the Environmental Management Act; and

STANDARD LICENCE

Page 1 of 18

Licence 815993 File No.: 8000151

Disposition No.: 929077

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

- "Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;
- "Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);
- "Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;
- "Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;
- "Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5:
- "Term" means the period of time set out in section 2.2;
- "we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "the parties"; and
- "you" or "your" refers to the Licensee.
- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

Disposition No.: 929077

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

Disposition No.: 929077

## 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 regional park and boat launch purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 2nd anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

#### **ARTICLE 3 - FEES**

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

# **ARTICLE 4 - COVENANTS**

- 4.1 You must
  - (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10.
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
    - (ii) the provisions of this Agreement;

STANDARD LICENCE Page 4 of 18

Disposition No.: 929077

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
  - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
  - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;

STANDARD LICENCE Page 5 of 18

Disposition No.: 929077

(k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
  - (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
  - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (n) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you

Licence 815993 File No.: 8000151
Disposition No.: 929077

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 condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

- 4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.
- 4.3 You must not use all or any part of the Land
  - (a) for the storage or disposal of any Hazardous Substances; or
  - (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land:

# unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.
- 4.4 Despite any other provision of this Agreement you must:
  - (a) on the expiry or earlier termination of this Agreement; and
  - (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land,

STANDARD LICENCE Page 7 of 18

Licence 815993 File No.: 8000151
Disposition No.: 929077

or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) as a result of the use of the Land under the following prior agreements: Licence of Occupation No. 814597

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

- 4.5 We may from time to time
  - (a) in the event of the expiry or earlier termination of this Agreement;
  - (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
  - (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

# **ARTICLE 5 - LIMITATIONS**

- 5.1 You agree with us that
  - (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests,

STANDARD LICENCE Page 8 of 18

Disposition No.: 929077

rights, privileges and titles referred to in section 50 of the Land Act;

(b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the Land Act or the Ministry of Lands, Parks and Housing Act, including rights held or acquired under the Coal Act, Forest Act, Geothermal Resources Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Sustainability Act or Wildlife Act (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the Land Act or the Ministry of Lands, Parks and Housing Act; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) 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

STANDARD LICENCE Page 9 of 18

Disposition No.: 929077

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

# **ARTICLE 6 - SECURITY AND INSURANCE**

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

Disposition No.: 929077

(a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured:
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.
- 6.7 We may, acting reasonably, from time to time, require you to
  - (a) change the amount of insurance set out in subsection 6.6(a); and
  - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

Disposition No.: 929077

#### ARTICLE 7 - ASSIGNMENT

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

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

# **ARTICLE 8 - TERMINATION**

- 8.1 You agree with us that
  - (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

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

STANDARD LICENCE Page 12 of 18

Disposition No.: 929077

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

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

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

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
  - (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
  - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

# **ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

Disposition No.: 929077

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**

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

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS 100-10003 110th Ave Fort St. John, BC V1J 6M7;

to you

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

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

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

Disposition No.: 929077

# **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 sublicence, 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 sublicence, 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
  - you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
  - (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
  - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
    - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

Disposition No.: 929077

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
- (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
- (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

Licence 815993

File No.: 8000151 Disposition No.: 929077

# SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

by the minister responsible for the *Land Act* or the minister's authorized representative

Minister responsible for the Land Act or the minister's authorized representative

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

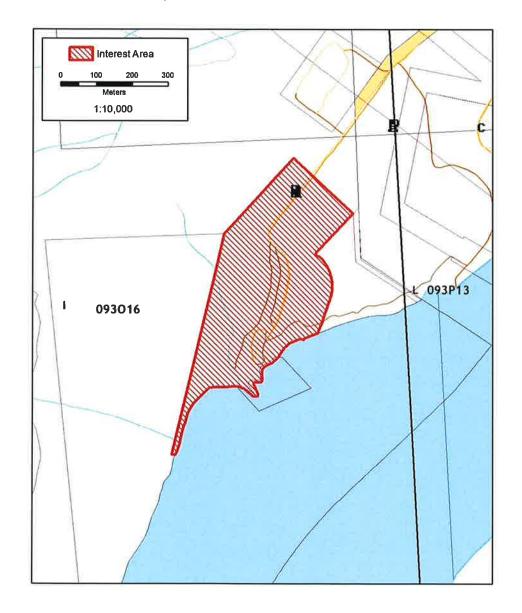
**Authorized Signatory** 

**Authorized Signatory** 

Disposition No.: 929077

# LEGAL DESCRIPTION SCHEDULE

THAT PARCEL OR TRACT OF UNSURVEYED CROWN LAND IN THE VICINITY OF DINOSAUR LAKE (WITHIN UNIT 71, BLOCK I, 93-O-16), PEACE RIVER DISTRICT, CONTAINING 16.82 HECTARES, MORE OR LESS.



# REQUEST FOR DECISION

RFD#:	Date: April 19, 2018		
Meeting#:	Originator: Tammy McKeown, Corporate		
	Officer		
RFD TITLE: Community Hall Reserve F	und Bylaw		

# **BACKGROUND:**

During the 2017 Budget discussions and during the 2017 Community Grant reviews, it was determined that a reserve fund would be put in place in regard to the replacement of the Community Hall. The District had \$30,000 earmarked for the necessary repairs to the Community Hall. The Community Hall association discovered that there were more extensive issues with the building than what they had originally believed. Council discussed the feasibility of repairing the building versus constructing a new building. It was decided that a new building would be the better economic option and that a reserve fund would be created to start saving for the cost of construction. Council stated that \$30,000 a year would be deposited into the reserve fund until such time that the construction was completed.

#### DISCUSSION:

# Per Part 6 Division 4 of the Community Charter:

#### Establishment of reserve funds

**188** (1) A council may, by bylaw, establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund.

# Use of money in reserve funds

- **189** (1) Subject to this section, money in a reserve fund, and interest earned on it, must be used only for the purpose for which the fund was established.
  - (2) If the amount to the credit of a reserve fund is greater than required for the purpose for which the fund was established, the council may, by bylaw, transfer all or part of the amount to another reserve fund.

ADMINISTRATOR COMMENTS;
Report Approved by: Tom Matus
<b>BUDGET:</b> \$30,000 per year to be allocated to the District of Hudson's Hope Community Hall
reserve fund until construction is completed.
RECOMMENDATION / RESOLUTION:
That:
"Council approve First, Second and Third Readings of the "District of Hudson's Hope
Community Hall Reserve Fund Bylaw No, 894, 2018.

Tammy McKeown, Corporate Officer

# **BYLAW NO. 894, 2018**

# A Bylaw to establish a Community Hall reserve fund

**WHEREAS** the Council of the District of Hudson's Hope desires to establish a reserve fund for the Hudson's Hope Community Hall in order to replace the structure in the future; and

**WHEREAS** the Council of the District of Hudson's Hope may by bylaw, pursuant to Section 188(1) of the Community Charter establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund.

**THEREFORE BE IT RESOLVED** that the Council of the District of Hudson's Hope, in open meeting assembled, hereby ENACTS AS FOLLOWS:

# 1. <u>Title</u>

This Bylaw may be cited as the "DISTRICT OF HUDSON'S HOPE COMMUNITY HALL RESERVE FUND BYLAW NO. 894, 2018".

## 2. Source of Funds

The amount of \$30,000 per year to be allocated from tax revenues to this reserve fund until such time that the structure has been replaced.

# 3. Use of Funds

3.1. All money in this reserve fund, and interest earned on it, will be used only for the purpose for which the fund was established.

Read a First Time on this day of , 2018. Read a Second Time on this day of , 2018 Read a Third Time on this day of , 2018 Adoption of Bylaw on this day of , 2018.

Gwen Johansson, Mayor	Tammy McKeown, Corporate Officer
Certified a true copy of Bylaw No. 894, 2018	
this day of , .	

# THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

**Mayor Gwen Johannson and Council** 

SUBJECT:

2018 District of Hudson's Hope Financial Plan Bylaw

DATE:

**April 19<sup>th</sup>, 2018** 

FROM:

Tom Matus, CAO

The 2018 District of Hudson's Hope Financial Plan Bylaw #896, 2018 is attached for approval for First, Second and Third Readings.

The General Operating surplus/deficit is calculated at \$365,497.00 surplus, up from the \$364,052.00 that was last presented to Council. All the changes from the last budget meeting, including some additional changes comprising of deletions and additions proffered by staff have resulted in a total decrease to the General Operating budget of \$1,445.00. The Capital Budget remains unchanged.

To note the Policing and School mill rates have not yet been received from the Peace River Regional District. This will result in an amendment to the 2018 Financial Plan Bylaw in the

future.

Tom Matus, CAO



# BYLAW NO. 896, 2018

# A Bylaw to Adopt a Financial Plan for 2018

WHEREAS section 165 of the Community Charter requires the adoption of an annual financial plan by bylaw and the financial plan is to include the current year plus the following 4 years;

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

- 1 This Bylaw shall be cited as the "Annual Financial Plan Bylaw No. 896, 2018".
- 2. Schedule "A" which is attached to and forms part of this Bylaw, is adopted as the Financial Plan of the District of Hudson's Hope for the years 2018 to 2022.

Read a First Time on this day of, 2018. Read a Second Time on this day of, 2018. Read a Third Time on this day of, 2018. Adoption of Bylaw on this day of, 2018.	
Gwen Johansson, Mayor	Tammy McKeown, Corporate Officer
Certified a true copy of Bylaw No 896, 2018 this day of .	
Corporate Officer	

# BYLAW #896, 2018 - Schedule A

BYLAW WOOD, 2010 - Schedule A									
General Operations		2018		2019		2020		2021	2022
General Revenue									
Water O&M Water Utility Fund	-	352,107 0		362,670 60,000		373,550 30,000		384,757 25,000 -	396,299 20,000
General O&M Sewer O&M	-	171,656		175,089		178,591		182,163	185,806
Sewer Utility Fund		0	31	30,000		25,000		20,000	15,000
Property Taxes		2,045,573		2,045,573	*	2,045,573	*	2,045,573	2,045,573
grants in lieu		1,558,733	4	1,558,733	ĝ	1,558,733		1,558,733 -	1,558,733
grants other		160,451		362,816		362,816		362,816 -	362,816
General Government Services collection Other Gov'ts		154,302 3,168,086		154,302 3,199,767		154,302 3,231,765		154,302 - 3,264,082 -	154,302 3,296,723
ICBC		149,250		149,250		149,250	×	149,250	149,250
protective services		5,000		5,000		5,000		5,000 -	5,000
Bylaw/Lands Public Works	2	82,900 14,804		82,900 14,804	21	82,900 14,804		82,900 - 14,804 -	82,900 14,804
E :		-55.057							
Environmental & Public Health Recreation		255,357 171,557		257,911 173,273		260,490 175,006		263,095 - 176,756 -	265,726 178,523
EDO		85,600		50,000		50,000		50,000	50,000
to/(-)from General Fund	- 6		-		114				
General Operations Revenue	-\$	0,375,376	-\$	8,682,088	-\$	8,697,779	-\$	8,739,230 -\$	0,781,455
General Expenditure									
water		352,107		359.149		366,332		373,659	381,132
sewer		171,656		175,089		178,591		182,163	185,806
Legislative		172,318		175,765		179,280		182,866	186,523
Grants in Aid to Cmty GGS		19,244 727,481		19,628 742,031		20,021 764,292		20,421 787,221	20,830 810.837
Collection Other Gov'ts		3,168,086		3,199,767		3,231,765		3,264,082	3,296,723
ICBC		88,349		88,349		88,349		88,349	88,349
Protective Services		351,350		358,377		365,545		372,856	380,313
Bylaw/Lands		291,857		297,694		303,648		309,721	315,915
Public Works		1,184,705		1,208,400		1,232,568		1,257,219	1,282,363
Environmental & Public Health Recreation		187,519 1,207,788		191,270 1,231,944		195,095 1,256,583		198,997 1,281,715	202,977 1,307,349
EDO		52,100		50,000		50,000		50,000	50,000
TRANS TO CEMETERY FUND		205		205		205		205	205
TRANS TO GENRL OPTG M&E FUND TRANS TO DPW M&E RESERVE									
TRANS TO PROTEC SERV M&E RESERVE									
TRANS TO SEWER RESERVE Trans Community Hall Fund		30,000		30,000		30,000		30,000	30,000
Trans to Tax Sale		5,113		30,000		30,000		30,000	30,000
to/(-)from General Fund		365,497		554,419		435,506		339,757	242,133
Total General Operations Expense	\$	8,375,377	\$	8,682,087	\$	8,697,779	\$	8,739,230 \$	8,781,456
Surplus / (-)deficit: must be 0	-\$	0	\$	0	-\$	0	\$	0 -\$	0
CAPITAL OPERATIONS									
Transfer from Funds, Reserves; Capital Revenue									
Water Capital Reserve	+	315,000		25,000	4	25,000		25,000	25,000
Sewer Capital Reserve	*	512,925		50,000		400.000		200 000	200 000
General Capital Reserve Building Canada Fund	*	128,575		500,000		400,000		300,000	200,000
Small communities grant									
Gas Tax Fund UBCM		90,376 216,571							
Invest in Canada Grant Funding		400,000							
PRA/CMA	+	127,057							
PRA (Fair Share) Borrowing	*	591,534							
to/(-)from General Operating Fund	1	17,838	٠,	20,000		200,000	٠.	200,000 -	275,000
Total Capital Revenue	*	2,399,876	*	595,000	21	625,000	4	525,000 -	500,000
Capital Operations Expenditure									
Water Capital Reserve		315,000		25,000		25,000		25,000	100,000
Sewer Capital Reserve General Capital Reserve		1,021,139 1,063,737		420,000		400,000		400,000	400,000
Debt Payment (Sewer Capital)		1,000,707		720,000		400,000		400,000	~00,000
to/(-)from General Fund									
to/(-)from Sewer Reserve Fund					-		1		
Total Capital Operations Expense		2,399,876		595,000		625,000		525,000	500,000
			-		5		24		
Surplus / (-)deficit: must be 0	S	O		0		0		0	0

# District of Hudson's Hope 2018-2022Financial Plan Statement of Objectives and Policies Schedule 'B' of Bylaw No. 896

In accordance with Section 165(3.1) of the *Community Charter*, the Town is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

- 1. The proportion of total revenue that comes from each of the funding sources described in Section 165(7) of the *Community Charter*,
- 2. The distribution of property taxes among the property classes, and
- 3. The use of permissive tax exemptions.

# **Funding Sources**

Table 1 shows the proportion of total revenue proposed to be raised from each funding source in 2018.

For the 2018 fiscal year Property taxes form the largest portion of revenue. As a revenue source, property taxation offers a number of advantages, for example, it is simple to administer and it is fairly easy for residents to understand. It offers a stable and reliable source of revenue for services that are difficult or undesirable to fund on a user-pay basis. These include services such as general administration, fire protection, police services, bylaw enforcement and street lighting.

Government Grants forms the second largest portion of revenues due to capital infrastructure grant revenue.

The third largest portion of planned revenue is from Government Grants in Lieu of taxes, which comes from BC Hydro due to the dams; and approximately \$11,000 from federal and provincial governments.

The fourth largest portion of planned revenue comes from Grants Others: the BCG Peace River Agreement which replaces the Fair Share, and the BCG Small communities Grant.

The fifth largest revenue services can be measured and charged on a user-pay basis. Services where fees and charges can be easily administered include water and sewer usage, building permits, business licenses, and sale of services – these are charged on a user pay basis. User fees attempt to apportion the value of a service to those who use the service.

Collection From Other Govt's: this is an in/out amount that is of no consequence to the operational revenues of the District of Hudson's Hope.

#### Objective

 Over the next 5 years, the District of Hudson's Hope will increase the proportion of revenue that is received from all user fees and charges by at least 19% over the current levels. Specifically, an increase of revenues from Water Services and Sewer Services.

#### Policies

- The District of Hudson's Hope will review all user fee levels to ensure they are adequately meeting both the capital and delivery costs of the service.
- Where possible, the District of Hudson's Hope will endeavor to supplement revenues from user fees and charges, rather than taxation, to lessen the burden on its limited property tax base.

Table 1: Sources of Revenue

Revenue Source	% of Total Revenue	Dollar Value
O&M:		
Government grants	31.26	1,425,538
Property taxes	18.70	2,010,356
Grants in lieu of Taxes	14.50	1,558,733

Page 1 of 3

Grants Others	1.49	160,451
User Fees and charges	12.70	1,365,255
Other sources	0.73	78,948
Parcel Tax	0.08	8,147
Funds & Reserves	9.1	974,338
Collection From Other Gov'ts	29.5	3,168,086
Total	100%	10,749,852

# **Distribution of Property Tax Rates**

Table 2 outlines the distribution of property taxes among the property classes. The Utilities property class provides the largest proportion of property tax revenue. This is appropriate as this class forms the largest portion of the assessment base.

# **Objectives**

- Over the next 5 years, increase the Residential tax by at least 5%. This increase will reflect the fact that this Class, Residents, are the largest users of the District's services.
- Maintain the property tax rate for Business and Other (Class 6), Light Industry (Class 5) and Major Industrial (Class 4) at the current rate.

#### **Policies**

- Supplement, where possible, revenues from user fees and charges to help to offset future increase the entire property tax base as a result of the increase to Residential (Class 1).
- Continue to maintain and encourage economic development initiatives designed to attract more Light Industrial business to invest in the community. New investment from this areas will help provide more revenue for the District.
- Align the distribution of tax rates among the property classes with the social and economic goals
  of the community, particularly to encourage a range of employment opportunities.
- Regularly review and compare the District's distributions of tax burden relative to other BC municipalities.

Property Class	% of Total Property Taxation	Dollar Value
Utilities (Class 2)	66.14	1,333,106
Residential (Class 1)	16.88	340,206
Business and other (Class 6)	7.33	147,749
Light Industry (Class 5)	8.28	166,921
Major industrial (Class 4)	0.98	19,848
Farmland (9)	0.35	7,066
Recreation/non-profit (8)	0.03	602
Total	100%	2,015,499

Table 2: Distribution of Property Tax Rates

#### **Permissive Tax Exemptions**

The District of Hudson's Hope has an existing permissive tax exemption bylaw (#754 and following amending bylaws) which guides the administration and approval of permissive tax exemptions. Some of the eligibility criteria for permissive tax exemptions that are outlined in the policy include the following:

- The tax exemption must demonstrate benefit to the community and residents of District of Hudson's Hope by enhancing the quality of life (economically, socially, and culturally) within the community.
- The goals, policies and principles of the organization receiving the exemption must not be inconsistent or in conflict with those of the District of Hudson's Hope.

- The organization receiving the exemption must be a registered non-profit society, as the support
  of the municipality will not be used for commercial and private gain.
- Permissive tax exemptions will be considered in conjunction with: (a) other assistance being
  provided by the District; (b) the potential demands for the District services or infrastructure arising
  from the property; and (c) the amount of revenue that the District will lose if the exemption is
  granted.

# **Objective**

 Over the next 5 years the District of Hudson's Hope will continue with its current bylaw to provide permissive tax exemptions to non-profit societies.

#### **Policies**

- To continue with encouraging the development of non-profit societies that provide services (as per its Property Tax Exemption Bylaw) to the communities by its offering of its Insurance Expansion Coverage Policy
- In congruence with its Strategic Plan, Integrated Community Sustainability Plan, Official Community Plan bylaw and Zoning bylaw, develop the community in promoting business and quality of life for its residents.

# THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** 

**Mayor Gwen Johannson and Council** 

SUBJECT:

Tax Rate Bylaw No. 897, 2018

DATE:

19 April 2018

FROM:

Rhonda Eastman, Deputy Treasurer

# **RECOMMENDATION:**

That: "Council to give First, Second and Third reading for Tax Rate Bylaw No. 897, 2018."

# **ADMINISTRATORS COMMENTS:**

Please note that the Policing and School mill rates have not yet been received from the Peace River Regional District. Hence, we will need to amend this bylaw once we do receive the rates.

Tom Matus, Administrator

#### **STAFF REPORT:**

Report prepared by:

Rhonda Eastman, Deputy Treasurer



# DISTRICT OF HUDSON'S HOPE Tax Rate Bylaw No. 897, 2018

A bylaw to levy rates for municipal, regional district and regional hospital district purposes for 2018

**WHEREAS** section 197 of the *Community Charter* directs the Council to adopt a bylaw, before May 15 in each year, to impose property value taxes, subject to the Charter, on all taxable land and improvements according to their assessed values;

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

- 1. This Bylaw shall be cited as the "2018 Tax Rates Bylaw No. 897, 2018".
- 2. The following property value taxes are imposed and levied for 2018:
  - (a) for purposes of the District of Hudson's Hope on the assessed value of land and improvements taxable for general municipal purposes, the tax rates appearing in column "A" of the Schedule attached to and made part of this Bylaw;
  - (b) for purposes of the Peace River Regional District on the assessed value of land and improvements taxable for regional district purposes, the tax rates appearing in column "B" of the Schedule attached to and made part of this Bylaw;
  - (c) for the 911 emergency telephone service of the Peace River Regional District on the assessed value of improvements taxable for regional district purposes, the tax rates appearing in column "C" of the Schedule attached to and made part of this Bylaw; and
  - (d) for purposes of the Peace River Regional Hospital District on the assessed value of land and improvements taxable for regional hospital district purposes, the tax rates appearing in column "D" of the Schedule attached to and made part of this Bylaw.

Read a First Time on this <sup>th</sup> day of, 2018. Read a Second Time on this <sup>th</sup> day of, 2018. Read a Third Time on this <sup>th</sup> day of, 2018. Adoption of Bylaw on this day of, 2018.	
Over laborator	TNA-IZ
Gwen Johansson, MAYOR	Tammy McKeown Corporate Officer
WATOR	Corporate Officer
Certified a true copy of Bylaw No. 897,2018	
this day of	
Clerk	

# District of Hudson's Hope Schedule to 2018 Tax Rates Bylaw No. 897, 2018

	Tax Rates (dollars of tax per \$1,000 of taxable value)					
	"A" District of Hudson's Hope	"B" Peace River Regional District	"C" Peace River Regional District (9-1-1)	" <b>D"</b> Peace River Regional Hospital District		
Property Class						
1. Residential	3.5	0.1223	0.3210	0.6008		
2. Utilities	24.0	0.4316	1.1233	2.1028		
4. Major Industry	16.0	0.4193	1.0913	2.0427		
5. Light Industry	16.0	0.4193	1.0913	2.0427		
6. Business/Other	9.7	0.3021	0.7863	1.4720		
8. Recreational/ Non Profit	3.0	0.1233	0.3210	0.6008		
9. Farm	3.0	0.1233	0.3210	0.6008		

From: Project Team, Site C
To: Project Team, Site C

Subject: Site C Construction Bulletin - April 13, 2018

Date: Friday, April 13, 2018 2:00:38 PM

# Site C Construction Schedule: April 16 – 29

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

- Contractors for various project components are continuing construction and operations in their work areas. This includes work for the main civil works, generating station and spillways (GSS) civil works, turbines and generators, and substation.
- The GSS and substation contractors will mobilize equipment and material to site.
- Excavation, including in-river excavation, will progress on the north and south banks.
- Construction activities such as drilling, blasting, crushing, earth moving, pile driving, concrete production and road maintenance will continue, as required.
- The clearing contractor will mobilize to the lower reservoir area and begin clearing activities.
- Wood waste may be chipped, mulched, spread as coarse woody debris or burned at the dam site and the lower and eastern reservoir areas.

#### Other work areas

- Clearing may continue in portions of the transmission line right-of-way.
- Work will continue to decommission snow and ice roads in the eastern segment of the transmission line right-of-way, weather-dependent.
- Maintenance and upgrade work may continue on existing access roads and resource roads that provide access to the transmission line right-of-way, weather-dependent. The construction of access roads within portions of the transmission line right-of-way may begin.
- In the transmission line corridor, wood waste may be chipped, mulched, spread as coarse woody debris or burned.
- Geotechnical investigations may begin at Farrell Creek along Highway 29.
- Upgrade work will continue inside the switchyard building at Peace Canyon generating station. Wood waste may be chipped mulched, or spread as coarse woody debris.
- Site preparation activities will continue at the 85<sup>th</sup> Avenue Industrial Lands.
- Aggregate and riprap production will continue in West Pine Quarry, where material will be transported by rail.
- Non-merchantable wood and debris may be burned at West Pine and Portage quarries.

#### What to expect

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

- There will be truck traffic on public roads as the hauling of materials, equipment, rock and timber continues. This may include increased industrial traffic on resource roads and public roads from Chetwynd leading to the dam site on the south bank.
- Trucks with heavy or oversized loads, which may include equipment, prefabricated buildings and other large components will be accessing the dam site. Please use caution when meeting a pilot car or warning signs.
- Merchantable trees of sufficient size, quality and volume to make them suitable for harvest and transport may be transported to local mills.
- Some noise and vibration may occur in the vicinity of the dam site and in all other work areas, including West Pine and Wuthrich quarries.

Page 63 of 80 **C1** 

- There may be emissions of smoke in various work areas as a result of burning. BC Hydro's contractor will plan and monitor any burning carefully and burning will only occur when appropriate venting windows are available.
- Day, night and weekend shifts are anticipated for the duration of the project.
- For boater and worker safety, boats will need to stay clear of active in-river work areas along the Peace and Moberly rivers. These areas are clearly identified with signage and markings.
- Helicopters and commercial drones may be used to support investigative and construction works.

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

#### Learn more

Visit the project website: <u>sitecproject.com</u>

Call the toll-free project line: 1-877-217-0777

Email the project team: <u>sitec@bchydro.com</u>

Please <u>click here</u> to view a print-ready PDF in your web browser.

You are receiving this Construction Bulletin because you subscribed to receive email updates on construction for the Site C Clean Energy Project. To unsubscribe, please reply to this email with 'UNSUBSCRIBE' in the subject line.

This email and its attachments are intended solely for the personal use of the individual or entity named above. Any use of this communication by an unintended recipient is strictly prohibited. If you have received this email in error, any publication, use, reproduction, disclosure or dissemination of its contents is strictly prohibited. Please immediately delete this message and its attachments from your computer and servers. We would also appreciate if you would contact us by a collect call or return email to notify us of this error. Thank you for your cooperation.

From: Double H Saddleclub
To: Tammy McKeown

Subject: Fwd: NDI letter of support from HH District Date: Wednesday, April 18, 2018 6:09:31 PM

----- Forwarded message ------

From: **Double H Saddleclub** < dhsaddleclub@gmail.com >

Date: Wed, Apr 18, 2018 at 6:07 PM

Subject: NDI letter of support from HH District To: Office Admin 1 <office1@hudsonshope.ca>

Dear Council,

The Double "H" Saddle Club is requesting the District of Hudson's Hope supports the application to Northern Development Initiative Trust from Double H Saddle Club for a grant of up to \$42,000 for the Guelly Pavilion – repairs and upgrade to breezeway from the Northeast Development Account.

Your support would be greatly appreciated.

Thank you DHSC Board of Executive

Page 65 of 80

From: Locicero, Sabrina

To: Gwen Johansson; Tammy McKeown Cc: Tom Matus; Alexander, Mark; Gammer, Bob Subject: BC Hydro: Peace to Kelly Lake Capacitors Project Date: Wednesday, April 18, 2018 3:53:42 PM Attachments: BCHydro PKCP HudsonsHope April182018.pdf

Dear Mayor Johansson and Council,

I'd like to introduce you to BC Hydro's Peace to Kelly Lake Capacitors Project. This project will ensure the capacity and capability of our existing transmission lines in your area can accommodate all expected generation in the Peace Region, avoiding the need to build a new transmission line.

For an overview of the project and alternatives being considered, please have a look at the attached letter. We'll start consultation on the project alternatives in the coming weeks.

Our project team would be happy to provide you with a more detailed presentation on the project alternatives, if there is interest. Please let me know if you'd like a presentation or have questions or feedback you'd like to share.

Regards, Sabrina

Sabrina Locicero | Stakeholder Engagement Advisor

#### **BC Hvdro**

333 Dunsmuir, 15th floor Vancouver, BC V6B 5R3

604 623 3517 604 603 1481

sabrina.locicero@bchydro.com

bchydro.com

Smart about power in all we do.

This email and its attachments are intended solely for the personal use of the individual or entity named above. Any use of this communication by an unintended recipient is strictly prohibited. If you have received this email in error, any publication, use, reproduction, disclosure or dissemination of its contents is strictly prohibited. Please immediately delete this message and its attachments from your computer and servers. We would also appreciate if you would contact us by a collect call or return email to notify us of this error. Thank you for your cooperation.



Sabrina Locicero Stakeholder Engagement, BC Hydro Email: <a href="mailto:sabrina.locicero@bchydro.com">sabrina.locicero@bchydro.com</a>

Office: 604 623 3517

April 18, 2018

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

Attn: Mayor Johansson and Council

# Re: Peace to Kelly Lake Capacitors Project

The Peace Region currently generates more than 30 per cent of the total electricity produced in the province. With new generation resources being planned, more electricity will be generated in the area in coming years.

Upgrades to the 500 kilovolt transmission lines in the area are needed to ensure our transmission system can move this electricity from where it's generated to where it's used in the Lower Mainland and Vancouver Island regions. The existing system is already at 95 percent capacity, and includes equipment that is near end-of-life and must be replaced at the Kennedy Capacitor Station.

The Peace to Kelly Lake Capacitors Project will ensure the capacity and capability of the transmission lines can accommodate all expected generation in the Peace Region, avoiding the need to build a new transmission line.

# Why are upgrades needed?

As electricity moves along a lengthy transmission line, the voltage drops. This limits the amount of electricity that lines can move. Building capacitor stations will help maintain the voltage levels of the transmission lines, maximizing the amount of electricity the existing lines can move. This project will also include upgrades to the aging equipment that needs to be replaced at the existing Kennedy Capacitor Station.

#### What upgrades need to be done?

We need to build capacitor stations to help maintain the voltage levels of the 500 kilovolt transmission lines in the area.

#### What is a capacitor station?

A capacitor station is a facility where electricity from a high-voltage transmission line is carried through a series of devices called capacitors. This helps maintain the voltage levels in a transmission line, allowing more electricity to pass through a line over long distances. Capacitor stations are a cost-effective way of maximizing the efficiency of an existing transmission line.

# What alternatives are being considered?

We are currently exploring three alternatives:

#### Alternative 1

This alternative involves:

- Building four new capacitor stations along the 500 kilovolt (kV) transmission lines between the Peace Region and Kelly Lake Substation.
- o The removal of equipment at the Kennedy and McLeese capacitor stations.
- Upgrades at Williston Substation in Prince George. Expansion is required to the east onto BC Hydro property.

#### Alternative 2

This alternative involves:

- Building two new capacitor stations along the 500 kV transmission lines between the Peace Region and Prince George.
- The removal of equipment at the Kennedy Capacitor Station.
- Upgrades at Williston Substation in Prince George. Expansion is required to the east onto BC Hydro property and also to the south.

#### Alternative 3

This alternative involves:

- Building three new capacitor stations along the 500 kV transmission lines between the Peace Region and Kelly Lake Substation.
- o The removal of equipment at the Kennedy Capacitor Station.
- Upgrades to the McLeese Capacitor Station.
- Upgrades at Williston Substation in Prince George. Expansion is required to the east onto BC Hydro property.

The enclosed maps show the approximate locations of the three alternatives.

Over the next year, we'll complete an assessment of these alternatives that will include how safely, easily and quickly each alternative could be built; consultation feedback; estimated cost; operational impacts; and potential environmental and archaeological impacts.

At the end of this process, we'll move forward with one alternative and select a leading alternative by January 2019.

# When is this happening?

We're currently in the very early planning stages of this project and don't expect to start any construction activities until 2021. Project completion will depend on the final alternative and scope selected; at this time the project is expected to be complete between 2024 and 2026.

# **Project Presentation**

Our project team is prepared to provide you with a detailed presentation of the project alternatives and answer any questions you may have. Please let me know if you'd like a formal presentation and we can make those arrangements.

You can also visit <a href="www.bchydro.com/pkcp">www.bchydro.com/pkcp</a> for more project information. We'll also use this website to gather stakeholder feedback as the project moves forward.

Please feel free to contact me should you have any questions. We'll keep you updated throughout the project.

Sincerely,

Sabrina Locicero

Stakeholder Engagement, BC Hydro

CC: Tom Matus, Chief Administrative Officer

Mark Alexander, Project Manager, BC Hydro Bob Gammer, Community Relations, BC Hydro

Encl.: Peace to Kelly Lake Capacitors Project Alternative Maps

























News and information from the Union of BC Municipalities

# **Cannabis Legalization Guide Released**

The Federation of Canadian Municipalities (FCM), in partnership with UBCM, legal experts, and other local governments and local government organizations across Canada, has developed a Municipal Guide to Cannabis Legalization. The Guide offers tools to help local governments meet challenges associated with the legalization of cannabis, including case studies, policy options and sample bylaw language. Read more

# **April 18, 2018**







# **Local Government Awareness Week**

UBCM, in partnership with CivicInfo BC and the Ministry of Municipal Affairs, is pleased to support the 2018 British Columbia Local Government Awareness Week, which will run May 20-26. This is an ongoing initiative with the goal to generate awareness and educate the public about the roles and responsibilities of local government, and encourage the public to participate in local government processes. Read more



The final set of provincial responses to 2017 resolutions is now available. UBCM will follow up with letters to the local governments that sponsored the 15 resolutions in 2017 to provide relevant provincial responses to each resolution. Read more



# **Community Poverty Reduction Grants**

Local governments interested in poverty reduction are invited to apply to the Community Poverty Reduction Fund. This \$7 million program is administered by the Vancouver Foundation and is designed to address the root causes of poverty by supporting socially innovative projects identified by communities. Read more

# **Support for Tenants Facing Eviction**

The Province has introduced the amendments to the Residential Tenancy Act to increase rights and compensation for those evicted from homes when they are renovated or demolished. Read more



© Copyright Union of British Columbia Municipalities 2018



#### Tammy McKeown

**Subject:** FW: CEA Congratulates 2017 PCP Movers and Shakers

**Attachments:** 2017 PCP Achievements.jpg

**From:** Susan Chalmers < <a href="mailto:schalmers@communityenergy.bc.ca">schalmers@communityenergy.bc.ca</a>

Sent: April 19, 2018 10:24 AM

To: Tom Matus <cao@hudsonshope.ca>

Subject: CEA Congratulates 2017 PCP Movers and Shakers

Hello Tom,

2017 was a busy year for CEA staff and many BC communities working together on climate action. We would like to congratulate BC's new members of FCM-ICLEI's Partners for Climate Protection Program (PCP) and all the communities that moved the dial on their PCP milestones in 2017. We encourage you to share your accomplishments, send out this notice (see attachment), and toot your own horn on the great work you are doing on climate action. We look forward to more PCP collaboration with the District of Hudson's Hope in 2018.

Kind Regards, Susan Chalmers

Susan Chalmers, Administrator



CEA is the Regional Climate Advisor, BC & Yukon Region for the FCM-ICLEI Partners for Climate Protection Program

Tel: (604) 628-7076 | Mobile: (778) 871-2711

Connect with CEA: Website | Facebook | Twitter | LinkedIn

April 23, 2018 Regular Council Meeting

**Congratulations to BC communities that made** progress in 2017 through the Partners for Climate Protection Program.

These local governments are committed to making a difference by leading on climate action!

Village of Lumby Village of Montrose Village of Slocan Village of Salmo Regional District of Kootenay Boundary District of Summerland Village of New Hazelton Village of Ucluelet Township of Langley City of Cranbrook Bowen Island Municipality City of Duncan City of Rossland District of Hudson's Hope Regional District of Central Kootenay City of Burnaby City of Coquitlam City of Campbell River Town of Smithers Town of Gibsons Village of Granisle City of Castlegar City of Vancouver District of Saanich City of Dawson Creek City of Kamloops City of Kelowna City of North Vancouver City of Richmond City of Surrey **Cowichan Valley Regional District** 









As PCP's Regional Climate Advisors for BC and the Yukon, the Community Energy Association is proud to work with local governments that are committed to taking action on climate change. We support new members, milestone advancement and implementation to help communities of all sizes move forward on climate action.



**LEADERSHIP** 

**PRIORITIES COMMITMENT** 



FCM-ICLEI's Partners for Climate Protection (PCP) program is a network of Canadian municipal governments committed to reducing greenhouse gas (GHG) emissions and taking action on climate change. The regional climate advisor initiative is delivered by FCM's Municipalities for Climate Innovation Program and funded by the Government and funded by the Governme







#### Tammy McKeown

**Subject:** FW: Proposed Tsaa Nuna conservancy - open house

From: Chris Cvik < Chris.Cvik@prrd.bc.ca > Date: April 17, 2018 at 1:48:20 PM MST

To: Directors PRRD < Directord.PRRD@prrd.bc.ca>

Cc: Tyra Henderson <Tyra.Henderson@prrd.bc.ca>, Brenda Deliman <Brenda.Deliman@prrd.bc.ca>

Subject: Proposed Tsaa Nuna conservancy - open house

Directors, there is an open house in FSJ where the Province is seeking to understand how this proposal may impact third parties and the public.

The proposed Tsaa Nuna conservancy, 65 km northwest of Fort St. John and 35 km northeast of the Butler Ridge Provincial Park, covers 5,975 hectares of land along the southern shore of Halfway River. View the location map here.

The open house is on **Wednesday, April 25, from 3 p.m. – 7 p.m.** in Room 202 at Northern Lights College in Fort St. John.

#### Chris

#### Chris Cvik | Chief Administrative Officer

Direct: 250-784-3208 | Cell: 250-784-4603 | chris.cvik@prrd.bc.ca



PEACE RIVER REGIONAL DISTRICT | Box 810, 1981 Alaska Highway Avenue, Dawson Creek, BC V1G 4H8 Toll Free: (24 hrs): 1-800-670-7773 | Office: 250-784-3200 | Fax: 250-784-3201 | www.prrd.bc.ca

**IMPORTANT:** The information transmitted herein is confidential and may contain privileged or personal information. It is intended solely for the person or entity to which it is addressed. Any review, re-transmission, dissemination, taking of any action in reliance upon, or other use of this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please notify the sender and delete or destroy all digital and printed copies.

**Subject:** Invitation for comment on proposed conservancy

#### Good afternoon,

You're receiving this email because you expressed interest to be included in a Northeast BC stakeholder engagement distribution list. While the design of a multi-stakeholder forum and process is still underway, we want to ensure communication with this group about land and resource initiatives currently in the works.

I'd like to draw your attention to the news release and information posted today at the following links regarding the proposed Tsaa Nuna conservancy:

The web site: http://engage.gov.bc.ca/govtogetherbc/consultation/tsaa-nuna/

1

The news release: https://news.gov.bc.ca/releases/2018FLNR0062-000633

You and any other Northeast BC stakeholder or member of the public are invited to provide input on the proposed Tsaa Nuna conservancy. Most of you will be aware of this proposal through engagement and consultation during the negotiation of the Halfway River Government to Government agreement, and subsequently through other meetings and venues. Information packages have also been distributed by mail. As per the information on the website, we'll also be hosting an open house on April 25<sup>th</sup>.

Our team is happy to provide additional information or answer questions in the meantime.

Thanks,



Jocelyn Paul Director of Major Projects

Northeast Region Forests, Lands, Natural Resource Operations and Rural Development Office (250) 787-3277 | Cell (250) 262-1269

Our Vision: Stewardship of the Province's Crown land and resources that reflects the diverse values and interests of all British Columbians.



Serving British Columbia Since 1984 Provincial Toll Free: 1.888.689.3463 www.childfindbc.com

April 20, 2018

Victoria Office

2722 Fifth Street, 208 Victoria, BC V8T 4B2 (250) 382-7311 Fax (250) 382-0227 Email: childvicbc@shaw.ca

"A charitable non-profit organization working with searching families and law enforcement to reduce the incidence of missing and exploited children."

A Míssing Child is Everyone's Responsibility



Dear Mayor and Councilors,

Re: Proclamation for National Missing Children's Month and Missing Children's Day

I write today on behalf of Child Find British Columbia. Child Find BC requests that your local government proclaim May as Missing Children's Month and May 25<sup>th</sup> as missing Children's Day.

Child Find BC provides "ALL ABOUT ME" ID Kits with child finger printing and photos, to at no cost to families and Child Find BC hosts these Child Find ID Clinics throughout BC. Child Find BC provides education, including public speakers, literature and tips for families to assist them in keeping all of our children safe.

We hope that you will raise this proclamation for consideration to your Council and your community at your next meeting.

Most recent reporting from the RCMP (2017) show that 7,459 cases of missing children were reported in British Columbia Through the support of municipal governments like yours we are able to educate and bring awareness to thousands of BC families on this important issue.

Thank you so much for your consideration of this request and your continuing commitment to Community Services in BC and the children and families of BC. If you have any questions regarding this request please contact the Child Find BC office at 1-888-689-3463.

Yours truly,

Crystal Dunahee

President, Child Find BC

If you or your organization would like to host an "All About Me" ID clinic, have an idea for an event in your community or would like literature and information on becoming a member and supporter of Child Find BC, please call us at 1-888-689-3463.

Your Letterhead here

\

# National Missing Children's Month and Missing Children's Day

- **WHEREAS** Child Find British Columbia, a provincial member of Child Find Canada is a non-profit, registered charitable organization, incorporated in 1984; *AND*
- **WHEREAS** The Mandate of Child Find British Columbia is to educate children and adults about abduction prevention; to promote awareness of the problem of missing children, and to assist in the location of missing children; *AND*
- **WHEREAS** Child Find has recognized Green as the colour of Hope, which symbolizes a light in the darkness for all missing children; *AND*
- **WHEREAS** Child Find's annual Green Ribbon of Hope Campaign will be held in the month of May and May 25<sup>th</sup> is National Missing Children's Day; *AND*

# THEREFORE BE IT RESOLVED THAT

I, (Mayors Name) of the (city, town, municipality), do hereby proclaim May as Child Find's Green Ribbon of Hope month and May 25<sup>th</sup> as National Missing Children's day. I urge our citizens to wear a green ribbon as a symbol of Hope for the recovery of all missing children; and to remain vigilant in our common desire to protect and nurture the youth of our Province.

	Mayor		
Signed at	this	day of May, 2018	

.