



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

### **AGENDA**

Council Chambers

Monday, January 27, 2020

**1. Call to Order:**

**2. Delegations:**

D1 Hudson's Hope Hall Society

Page 1

**3. Notice of New Business:**

Mayor's List

Councillors Additions:

CAO's Additions:

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

**5. Declaration of Conflict of Interest:**

**6. Adoption of Minutes:**

M1 January 13, 2020 Regular Council Meeting Minutes

Page 2

**7. Business Arising from the Minutes:**

**8. Public Hearing:**

**9. Staff Reports**

SR1	Peace River Metis Society – Letter of Support	Page 10
SR2	Peace River Agreement Annual Report 2020	Page 13
SR3	BC Hydro Purchase of District Property	Page 29
SR4	Pre-Budget re MacDougall Street Rehabilitation	Page 101
SR5	Veteran's Dinner	Page 103
SR6	CAO - Monthly Report	Page 105
SR7	Corporate - Monthly Report	Page 106
SR8	Public Works – Monthly Report	Page 108
SR9	Protective Services – Annual Update	Page 110
SR10	Recreation and Special Events – Monthly Report	Page 113

**10. Committee Meeting Reports:**

**11. Bylaws:**

**12. Correspondence:**

C1	Hudson's Hope Hall Society - Dissolution	Page 116
C2	Hope for Health Society	Page 119

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

**14. Old Business:**

**15. New Business:**

**16. Public Inquiries:**

**17. In-Camera Session**

ICS1	Notice of Closed Session	Page 120
------	--------------------------	----------

**18. Adjournment**

## DISTRICT OF HUDSON'S HOPE

### Delegation to Council Request Form

Name of person or group wishing to appear before Council:

HH Hall Society / Lions Club

Subject of presentation: Dissolving the Hall Society

Purpose of presentation:

☐

information only

☐

requesting a letter of support

☐

requesting funding

☒

other (provide details)

- How does the District want to move forward with the operation of the Community Hall.
- Lions Club could replace Hall Society in operations.

Contact person (if different than above):

Johanna Dupuis

Telephone number: 250 783-0732

Email address: jomama2232@gmail.com

Will you be providing supporting documentation?

☒

Yes ☐ No

If yes: ☐

handouts at meeting

☒

publication in agenda (one original due by 4:30 the Wednesday prior to your appearance date)

Technical requirements:

☐

flip chart



**REGULAR COUNCIL MEETING**  
**January 13, 2020**  
**6:00 P.M.**  
**COUNCIL CHAMBERS**

Present: Mayor Dave Heiberg  
Councillor Mattias Gibbs  
Councillor Pat Markin  
Councillor Kelly Miller  
Councillor Valerie Paice  
Councillor Leigh Summer  
  
Youth Councillor Brenna Rice

Absent: Councillor Travous Quibell

Staff: CAO, Chris Cvik  
Corporate Officer, Jeanette McDougall  
Director of Public Works, Mokles Rahman  
Director Protective Services, Bob Norton  
Manager Public Works, Mark Sture  
Recreation and Special Events Coordinator, Kaitlyn Atkinson

**1. CALL TO ORDER**

The meeting called to order at 6:00 p.m. with Mayor Dave Heiberg presiding.

**2. DELEGATIONS**

**3. NOTICE OF NEW BUSINESS**

**Mayors Additions:**

- Cyber Hacking
- North Peace Airport Society
- Acting Mayor Coverage - January 22 – February 7, 2020

**Councillors Additions:**

- None

**CAO Additions:**

- Hudson's Hope Health Care and Housing Society – Silver Willow Court re Proposed Supportive Living Facility

#### 4. ADOPTION OF AGENDA BY CONSENSUS AS AMENDED

As amended to include the following:

- CR1 Cyber Hacking
- CR2 North Peace Airport Society
- CR3 Acting Mayor Coverage - January 22 – February 7, 2020
- NB1 Hudson's Hope Health Care and Housing Society – Silver Willow Court re Proposed Supportive Living Facility

#### 5. DECLARATION OF CONFLICT OF INTEREST

#### 6. ADOPTION OF MINUTES

##### M1 DECEMBER 9, 2019 REGULAR COUNCIL MINUTES

Correction: Revise spelling of “canabis” to “cannabis”, page 3

**RESOLUTION NO. 001/20**

**M/S Councillors Paice / Miller**

*“That the minutes of the December 9, 2019 Regular Council Meeting be adopted as amended.”*

**CARRIED**

#### 7. BUSINESS ARISING OUT OF THE MINUTES

The CAO provided a brief update on correspondence with D. Lepine regarding cannabis retail sales and the Mayor requested this item to be added to the agenda for February 10, 2020.

#### 8. PUBLIC HEARING

#### 9. STAFF REPORTS

##### SR1 Q4 2019 RESOLUTIONS

- The CAO advised there is nothing new to report regarding the PSA transition from PRIS to the Library.
- Staff to draft a letter of response regarding Lynx Creek pavement.

##### SR2 FINANCIAL ASSISTANCE POLICY (GRANT-IN-AID)

**RESOLUTION NO. 002/20**

**M/S Councillors Miller / Summer**

*“That Council approve the Financial Assistance Grant Policy 001/20.”*

**CARRIED**

##### SR3 LIGHT INDUSTRIAL SUBDIVISION – REPORT #2

Discussion included the following:

- That the Ministry of Transportation and Infrastructure is not requiring a Traffic Impact Study for the first 6 lots; and

- Councillor Summer requested that another Industrial Committee be held and Staff to arrange.

**RESOLUTION NO. 003/20**

**M/S Councillors Paice / Gibbs**

*"That Council approve the recommendation from the Light Industrial Steering Committee to direct award a consulting services contract to Urban Systems and to proceed with hiring a geotechnical company and a survey company to undertake detailed design work, including the Geotech and Survey work under the management of Urban Systems."*

**CARRIED**

**SR4 LUCAS SUBDIVISION – MARKETING PLAN #2**

**RESOLUTION NO. 004/20**

**M/S Councillors Miller / Summer**

*"That Council approve the Request for Proposal for the District of Hudson's Hope Real Estate Services – Lucas Subdivision."*

**CARRIED**

**SR5 PURCHASE OF DISTRICT OWNED PROPERTY BY BC HYDRO – REPORT #4**

**RESOLUTION NO. 005/20**

**M/S Councillors Summer / Miller**

*THAT Council rescind the following resolution:*

**"RESOLUTION NO. IC 287/19**

**M/S Councillors Miller / Gibbs**

1. *"That Council approve the sale of Lot 6, Section 19, Township 81, Range 25, West of the 6<sup>th</sup> Meridian, PRRD Plan 17881 and Lot A, Section 19, Township 81, Range 25, West of the 6<sup>th</sup> Meridian, PRRD Plan 27673 for \$315,000."*

2. *That Council authorize the CAO to sign the Purchase Agreements for Lot 6 and Lot A and the two additional properties Library SRW for \$17,500 and the Alwin Holland Park licence for \$25,900 on behalf of the District."*

3. *That Council release the resolution on the sale of District property to the Public Agenda, pending approval from BC Hydro to share the information."*

**CARRIED"**

**CARRIED**

**RESOLUTION NO. 006/20**

**M/S Councillors Paice / Gibbs**

*"THAT Council approve the Lease Agreement for Lot 6, Section 19, Township 81, Range 25, west of the Meridian, PRRD Plan 17881;"*

*THAT Council approve the License Agreement for Block A of the North East ¼ Section 19 Township 81 Range 25 West of the 6<sup>th</sup> Meridian Peace River District Except Plan H626; PID: 011-763-418, \$10,000;*

*THAT Council authorize the CAO to sign the Lease and License Agreements on behalf of the District;*

*THAT Council release the resolution on the sale of District property to the Public Agenda."*

**CARRIED**

**SR6 FIRE INSPECTION SYSTEM POLICY**

**RESOLUTION NO. 007/20**

**M/S Councillors Markin / Gibbs**

*"That Council approve the Fire Inspection System Policy 002, 2020 for the District of Hudson's Hope; and*

*THAT Council rescind the Fire Safety Inspection Policy dated March 12, 2002.*

**CARRIED**

**SR7 FIRE DEPARTMENT SERVICE LEVEL POLICY**

**RESOLUTION NO. 008/20**

**M/S Councillors Summer / Millers**

*"That Council approve the District of Hudson's Hope Fire Department Service Level Policy for Inspection System Policy 003, 2020 for the District of Hudson's Hope."*

**CARRIED**

**SR8 NORTHERN DEVELOPMENT INITIATIVE TRUST GRANT APPLICATION  
- WINTER CARNIVAL**

**RESOLUTION NO. 009/20**

**M/S Councillors Summer / Millers**

*"THAT the District of Hudson's Hope supports the application to Northern Development Initiative Trust for a grant of up to \$2,500 for the Winter Carnival from the "Fabulous Festivals and Events Fund".*

**CARRIED**

**SR9 LOCAL GOVERNMENT INFRASTRUCTURE PLANNING GRANT PROGRAM**

**RESOLUTION NO. 010/20**

**M/S Councillors Paice / Gibbs**

*"THAT Council approve the application for the BC Local Government Infrastructure Planning Grant Program in support of the continuing development of the District's Asset Management Program."*

**CARRIED**

**SR10 NORTH CENTRAL LOCAL GOVERNMENT ASSOCIATION –  
ANNUAL GENERAL MEETING – MAY 13-15, 2020**

Mayor Heiberg and Councillor Gibbs confirmed their attendance; remaining Councillors interested in attending to advise the Corporate Officer by Friday, January 31, 2020.

**RESOLUTION NO. 011/20**

**M/S Councillors Gibbs / Markin**

*"THAT Council approve registration and travel costs for Council members interested in attending the North Central Local Government Association Annual General Meeting being held in Prince George on May 13 - 15, 2020.*

**CARRIED**

**SR11 BC NATURAL RESOURCES FORUM**

Members of Council interested in attending to advise the Corporate Officer by Friday, January 17, 2020.

**RESOLUTION NO. 012/20**

**M/S Councillors Paice / Markin**

*"THAT Council approve registration and travel costs for Council members interested in attending the BC Natural Resources Forum being held in Prince George on January 28 – 30, 2020.*

**CARRIED**

**SR12 SCHOOL DISTRICT #60 – BOARD OF TRUSTEES  
ANNUAL JOINT MEETING**

**RESOLUTION NO. 013/20**

**M/S Councillors Paice / Markin**

*"THAT Council approve a) hosting the School District #60 Board of Trustees Annual Joint Meeting in Hudson's Hope in the spring of 2020; and b) the District will provide dinner for the function.*

**CARRIED**

**10. COMMITTEE MEETING REPORTS**

**11. BYLAWS**

**B1 BYLAW 913, 2020 – DISTRICT OF HUDSON'S HOPE ROAD CLOSURE –  
PUBLIC ROAD THROUGH DL 148, PLAN 10780**

**RESOLUTION NO. 014/20**

**M/S Councillors Gibbs / Summer**

- 1. That District of Hudson's Hope Road Closure Bylaw No. 913, 2020, to close the Public Road through DL 148, Plan 10780, and remove the road dedication be read a first time as recommended in the report dated December 9, 2019, from the CAO regarding Road Closure Bylaw No. 913, 2020;*



2. That Bylaw No. 913, 2020 be read a second time;

3. That Bylaw No. 913, 2020 be read a third time; and

4. That Public Notice of Council's intention to close the public road through runs through DL 148, Plan 10780 and remove the road dedication be provided in accordance with Sections 26(3) and 40 of the Community Charter.

**CARRIED**

**B2 BYLAW 914, 2020 – DISTRICT OF HUDSON'S HOPE REVITALIZATION TAX EXEMPTION – LUCAS SUBDIVISION**

**M/S Councillors Summer / Markin**

1. That District of Hudson's Hope Revitalization Tax Exemption Bylaw - Lucas Subdivision Bylaw No. 914, 2020 be read a first time as recommended in the report dated December 18, 2019, from the CAO regarding a Revitalization Tax Exemption Program for the Lucas Subdivision.

2. That Bylaw No. 914, 2020 be read a second time.

3. That Bylaw No. 914, 2020 be read a third time.

4. And that Public Notice of Council's intention to implement a tax exemption bylaw for the Lucas Subdivision be undertaken in accordance with Sections 227 and 94 of the Community Charter.

**DEFEATED**

A discussion ensued regarding advantages / disadvantages of the proposed tax incentives pertaining to the Revitalization Tax Exemption Bylaw – Lucas Subdivision, including the perception of fairness associated with a tax exemption for a subdivision vis a vis other residential properties within the District; timeline for which the tax incentive would be in effect and whether a tax incentive would be effective in attracting purchasers.

The Mayor directed Staff to include this item on the agenda for February 10, 2020 for reconsideration.

**12. CORRESPONDENCE**

**C1 DA THOMAS GUARDRAIL**  
Received for Information.

**C2 PROPOSED MUSIC FESTIVAL**

**RESOLUTION NO. 015/20**

**M/S Councillors Summer / Markin**

"THAT Staff contact Ben Waechter, Life Cycle Events, to request that he survey the residents in the area who would be affected by the noise level if the music festival is approved and that he report the results to the District.

**CARRIED**

**C3 OIL & GAS PROCESSING REGULATION**

Received for Information.

**C4 NCLGA RESOLUTION DEADLINE & HANDBOOK**

Mayor Heiberg advised that Board of the Peace River Regional District is focussing on 4 – 5 high priority NCLGA resolutions.

**C5 RISK CONTROL SURVEY – MUNICIPAL INSURANCE ASSOCIATION OF BRITISH COLUMBIA**

The Manager Public Works advised that the outside concrete entrance to Council Chambers poses a tripping hazard and will be fixed once the weather warms up; and 2) barb wire fencing along the entire front of the yard will need to be replaced at the Public Works Facility.

**C6 COUNCIL OF FOREST INDUSTRIES - 2020**

**RESOLUTION NO. 016/20**

**M/S Councillors Miller / Markin**

*"THAT Council approve the registration and travel costs for two members of Council to attend the Council of Forest Industries 2020 Convention being held in Prince George on April 1 – 3, 2020."*

**CARRIED**

**C7 FORT ST. JOHN TRADE SHOW**

Received for Information.

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

**CR1 Cyber Hacking**

Mayor Heiberg advised that the City of Dawson Creek was recently subject to a cyber attack and that the District of Hudson's Hope is in the process of obtaining cyber insurance and that Staff are currently checking to see whether the District is properly insured for a similar risk.

**CR2 North Peace Airport Society**

Mayor Heiberg advised that he is attending meetings with Advantage in Vancouver this week regarding capital projects and streamlining processes.

**CR3 Acting Mayor / Coverage – January 22 – February 7, 2020**

- Councillor Gibbs is the Acting Mayor for January 2020
- Councillor Miller will attend the PRRD meeting as the Alternate on January 23, 2020 and is the Acting Mayor for February 2020

**14. OLD BUSINESS**

**15. NEW BUSINESS**

**NB1 Hudson's Hope Health Care and Housing Society – Land Transfer**

**RESOLUTION NO. 017/20**

**M/S Councillors Miller / Markin**

**"THAT Council approve the transfer of PID: 011-373-601; Lot 1 Section 13 Township 81 Range 26 West of 6th Meridian Peace River District Plan PGP17871 from the District of Hudson's Hope to the Hudson's Hope Health Care and Housing Society in support of the Society's proposed supportive living facility."**

**CARRIED**

**16. PUBLIC INQUIRIES**

Youth Councillor Brenna Rice advised that a Games Night was held and that non-perishable food items were collected and donated to the Friends of Hudson's Hope Society.

**17. NOTICE OF CLOSED MEETING**

**ICS1 PERSONNEL**

**RESOLUTION NO. 018/20**

**M/S Councillors Miller / Gibbs**

**"THAT the following Agenda Items be held in Closed Meeting:**

- **Personnel - Community Charter section 90 (1) (c) labour relations or other employee relations:**
  - **Recreation and Special Events Coordinator Position; and**
  - **Animal Control Contract**

**CARRIED**

**18. ADJOURNMENT**

*Mayor Dave Heiberg declared the meeting adjourned at 7:55 pm.*

**DIARY**

**Conventions/Conferences/Holidays**

*Commercial Water Rate Increase-annual budget  
Consideration*

**Diarized**

**08/04/19**

Certified Correct:

---

Dave Heiberg, Chair/Mayor

---

Jeanette McDougall, Corporate Officer

## REQUEST FOR DECISION

<b>RFD#:</b> CC-2020-14	<b>Date:</b> January 20, 2020
<b>Meeting#:</b> CM012720	<b>Originator:</b> Chris Cvik, CAO
<b>RFD TITLE:</b> River of the Peace Metis Society - Letter of Support	

### RECOMMENDATION:

1. The Council approve the request from the River of the Peace Metis Society to provide a Letter of Support in their Physical Literacy for Communities BC Initiative grant application; and
2. The Council direct Administration to notify the River of the Peace Metis Society that the District does not have the resources available to support the initiatives that are being requested by the Society on Page 2 of their letter of request.

### BACKGROUND:

On January 13, 2020, the District received a Request for Support letter from the River of the Peace Metis Society for a grant they would like to apply for.

### DISCUSSION:

The request for the Letter of Support is straight forward and Council has provided other Letters of Support for different organizations. However, the concern that Administration has with the request deals with the level of assistance from the District being requested by the River of the Peace Metis Society. Administration does not have the capacity to assist with this endeavour.

### FINANCIAL CONSIDERATIONS: N/A

### Attachments:

- Copy of January 13, 2020, Request for Letter of Support.



---

Chris Cvik, CAO

RECEIVED  
JAN 13 2020

**Request for Support**

**To: District of Hudson's Hope**  
**Jeanette McDougall**  
**Cc: Mayor Dave Heiberg**

**January 13, 2020**  
**District of Hudson's Hope Council**

River of the Peace Metis Society is requesting a letter of support and endorsement from the District of Hudson's Hope Council in applying for a substantial grant "Physical Literacy for Communities BC Initiative (PL4C-BC)" from Sport for Life Society. The due date for this application is January 30, 2020.

The purpose of the PL4C-BC Initiative is to improve the development of physical literacy through a multi-sector community approach, leading to increased physical activity which positively impacts the health and well-being of British Columbians.

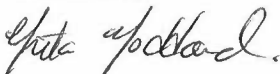
This grant caters specifically to small communities with a strong degree of readiness. Readiness includes partnerships, existing physical literacy programs, and commitment of resources and funds to sustain the initiative locally. River of the Peace Metis Society will be committing staff, resources and funding to this initiative.

Engaging multi-sector partners is key to the success of this application. River of the Peace Metis Society will be requesting assistance from a variety of community partners. At this point, River of the Peace Metis Society is requesting Council's support for this grant: a sample letter has been added that outlines a possible commitment from the District of Hudson's Hope.

The possibilities of this grant would be beneficial for the entire community. River of the Peace Metis Society has a fair chance at obtaining this grant with community support.

Thank you for your support and consideration. If you have any question, please contact me.

Sincerely,



Geta Goddard  
lead coordinator  
River of the Peace Metis Society  
Tel: 250-783-0855  
Email: [rgfequet@pris.ca](mailto:rgfequet@pris.ca)

## Sample Letter of Support

*January 13, 2020*

*River of the Peace Metis Society,*

*Please accept this letter of support as indication of the District of Hudson's Hope's willingness to work with River of the Peace Metis Society on a Physical Literacy Initiative in northern BC.*

*Hudson's Hope is a rural and remote municipality of approximately 1000 people located in the Northwest region of northern BC. To assist with the objectives of the physical literacy initiative, the District of Hudson's Hope*

- will assist with and support a thorough physical literacy readiness assessment of the community*
- will consider policy building and implementation around physical literacy*
- will be dedicated to positively impacting community health and well-being*
- will make District resources and staff available, including the assistance of the Community recreation coordinator*
- will engage in future discussions to move this initiative forward*

*The District of Hudson's Hope fully supports River of the Peace Metis Society in their application.*

*Sincerely,*

*District of Hudson's Hope*

## REQUEST FOR DECISION

<b>RFD#:</b> CC-2020-13	<b>Date:</b> January 20, 2020
<b>Meeting#:</b> CM012720	<b>Originator:</b> Chris Cvik, CAO
<b>RFD TITLE:</b> 2020 PRA Annual Report	

### RECOMMENDATION:

1. The Council approve the revised 2016 – 2020 Long-term Development Plan for use of the Peace River Agreement (PRA) grant funding.

### BACKGROUND:

Council had previously approved the 2016 – 2020 five-year Long-term Development plan for the use of Peace River Agreement Funding.

### DISCUSSION:

Last year when the 2019 PRA Report was submitted, the Ministry of Municipal Affairs and Housing recommended that the 5-year detailed plan be amended as amounts were exceeding the estimated five-year budget for one of the categories. In particular, they suggested amending Item #6 (Water Treatment Upgrades) as the projected amounts were going to exceed estimated budget amounts by more than \$20,000.

As Council may be aware, under PRA granting funding, the District completes a five-year budget plan on how it intends to spend its' share of the Peace River Agreement (formerly known as Fair Share) grant. Then on an annual basis, the District completes an Annual Development Plan (ADP), which is a one-year plan on how the District intends to allocate its' PRA funds for that year; and an Annual Program Report (APR) that reconciles actual to estimated spending from the prior year and an explanation for the variance.

Even though 2020 is the last year of the first 5-year reporting period, Administration is suggesting amending the budget to more accurately reflect actual spending.

Specific Changes to the Five-Year Plan include:

Reduce Forest Fire Warning System from \$75,000 to \$0	-\$75,000
Reduce Solar Array Installation from \$150,000 to \$0 as the Project was paid by federal grant funding.	-\$150,000
Reduce Subdivision Development from \$150,000 to \$0 Project was paid through BC Hydro Partnership.	<u>-\$150,000</u>
Total Reduction	<u>-\$375,000</u>

Increase Public Works Equipment purchased from \$250,000 to \$485,000 to reflect purchase of loader, plow truck, pick-up.	\$235,000
Increase Water Treatment Upgrades from \$100,000 to \$240,000 to reflect Valve Project, Dead-end Water Main, BP Water Well Piping Upgrade; and the BP residential water stand.	<u>\$140,000</u>
Total Addition	<u>\$375,000</u>

#### **FINANCIAL CONSIDERATIONS:**

The amount of 2020 PRA funding is expected to be approximately, \$732,000. The amount is not impacted by the recommendation, as the recommendation in this report relates to how the funds are utilized. The actual amount received is determined by a formula.

#### **OTHER:**

Here is a copy of the Five-Year Cost Estimates from the 2019 PRA Report.

#### **Summary of Cost Over five years**

Road Systems Upgrade	\$725,000
DPW Public Works Buildings	\$250,000
Sewage Treatment Expansion	\$750,000
Subdivision Development	\$150,000
Public Works Equipment Purchases	\$250,000
Water Treatment Upgrades	\$100,000
Recreation Facility Improvements	\$76,856
Forest Fire Warning Siren System	\$75,000
Solar Array Installation	\$150,000
Safety Officer	<u>\$75,000</u>
Total Spending	\$2,601,856

#### **Attachment:**

Copy of 2020 Annual Reporting under the Peace River Agreement - Hudson's Hope.



Chris Cvik, CAO



## Statutory Reporting Requirement

Local Government Name:

District of Hudson's Hope

Have the most recent versions of following documents been completed, and if required, approved and submitted to the Province?

Document	Yes/No	Reporting Timeline	Due Date
Long Term Development Plan (LTDP)	Yes	at least every five yrs	Oct 31
Annual Development Plan	Yes	Annual	Jan 31
Annual Progress Report	Yes	Annual	Jan 31
Property Tax Bylaw	Yes	Annual	May 15
Five-year Financial Plan	Yes	Annual	May 15
Audited Financial Statements	Yes	Annual	May 15
Annual Municipal Report	Yes	Annual	June 30
Statement of Financial Information (SOFI)	Yes	Annual	June 30
Local Government Data Entry (LGDE)	Yes	Annual	May 15
LGDE Tax	Yes	Annual	May 15

If "No" to any of the above, please briefly explain why the document was not completed, approved, and/or submitted. Also, provide some estimate on when the document(s) will be completed, approved, and/or submitted.

*I hereby certify the information in the Report is correct as at the date of this signature*

\_\_\_\_\_  
*Financial Officer of the Local Government as defined  
under Section 149 of the Community Charter or 237 of  
the Local Government Act*

\_\_\_\_\_  
*Date*

**Long-term Development Plan for the Local Government of:**

District of Hudson's Hope

Date Adopted by the Local Gov:

Nov 28 2016

Amended by Council: 27-Jan-20

For Calendar Years

2016

to

2020

(E.G. 2016-20; 2021-25; 2026-30; and 2031-35)

**Summary of Cost Over five years**

Road Systems Upgrade	\$	725,000
DPW Public Works Buildings	\$	250,000
Sewage Treatment Expansion	\$	750,000
Subdivision Development	\$	-
Public Works Equipment Purchases	\$	485,000
Water Treatment Upgrades	\$	240,000
Recreation Facility Improvements	\$	76,856
Forest Fire Warning Siren System	\$	-
Solar Array Installation	\$	-
Safety Officer	\$	75,000
<b>Total Spending</b>	<b>\$</b>	<b>2,601,856</b>

*I hereby certify that this Long-term Development Plan (Plan) is a materially reasonable estimate of expected policy, operating, and capital expenditures over the five-year term specified in this Plan, and is presented*

Date

defined under Section 149 of the Community Charter or 237 of the Local Government Act

**Spending Item Number 1**

Proposed Spending Item:

Amount of Spending over 5-year term

Road Systems Upgrade

\$

725,000

Cost Type

Capital Investment  
Transportation and Trans

Detailed Description of Spending Item

Paving existing roads: The following areas have been prioritized: DPW Shop Yard = \$300,000; Beryl Prairie subdivision = \$ 700,000; Lynx Creek subdivision, Jamieson Subdivision, Atkinson Subdivision, Paquette Ave.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

A safe and effective transportation network is critical to support existing residents and businesses, as well as any increases in population or industrial activity. These projects support a reliable local road network.

**Spending Item Number 2**

Proposed Spending Item:

Amount of Spending over 5-year term

DPW Public Works Buildings			
\$	250,000	Cost Type	Capital Investment
		Cost Category	Other

Detailed Description of Spending Item

Completion of DPW Shop.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

The Department of Public Works Shop is required to accommodate growth and to provide support for efficient public works services to the community. The building will house workers in a safe, healthy work environment and will be used to house equipment. Ensuring equipment is properly stored and maintained will extend it's useful life.

**Spending Item Number 3**

Proposed Spending Item:

Amount of Spending over 5-year term

Sewage Treatment Expansion			
\$	750,000	Cost Type	Capital Investment
		Cost Category	Sewer

Detailed Description of Spending Item

Sewage Lagoon Upgrades = \$2,400,000.00; Lift station upgrades

Describe how this Spending will enhance your community as a service center for industry and its workers/families

Sewer upgrades are required to accommodate population growth and to maintain public health and environmental standards. The wastewater facility needs to be upgraded in order to accept greater volumes from residents and industry.

**Spending Item Number 4**

Proposed Spending Item:

Amount of Spending over 5-year term

Subdivision Development		Cost Type	Capital Investment
\$	-	Cost Category	Governance & Development

Detailed Description of Spending Item

Development of a serviced 25-lot subdivision, for single unit residential housing, only. This includes replacing and installing sewer and water services; constructing paved roads and installing electricity to the subdivision at an estimated cost of \$2,200,000. UPDATE: Subdivision was developed in partnership with BC Hydro.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

A new subdivision is being built by the District, to provide serviced lands for residential single-families. The availability of quality affordable lots will attract workers and families to the region. There is a lack of desirable lands for residential housing, we expect this development to address this need. This is a venture to meet the needs of BC Hydro employees, and others due to the Site C Project.

**Spending Item Number 5**

Proposed Spending Item:

Amount of Spending over 5-year term

Public Works Equipment Purchases		Cost Type	Capital Investment
\$	485,000	Cost Category	Transportation and Transit

Detailed Description of Spending Item

Loader = \$215,000; Vacuum Truck = \$350,000 UPDATE: Previous Amount of \$250,000 was increased to \$485,000 as a Plow Truck will be purchased during the last year of the 5 year funding agreement. There was approximately \$32,000 unspent from the 2019 allocation.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

Equipment purchases will either replace aging equipment or add new equipment to better serve the community. The vacuum truck will ensure safe transport of sewage to disposal sites. The loader will be used in a wide variety of public works projects (road works, construction projects, etc.).

**Spending Item Number 6**

Proposed Spending Item:

Amount of Spending over 5-year term

Water Treatment Upgrades		
\$	240,000	
Cost Type		Operational Activity
Cost Category		Water

Detailed Description of Spending Item

Water valve replacements = \$30,000; Fire hydrant replacements \$15,000; Water filtration upgrades = \$65,000. UPDATE: \$100,000 was increased to \$240,000 to reflect Valve Replacement Work that was undertaken. Additional work planned for 2020 includes Deadend Water Main, Beryl/Prairie water well piping upgrade, and residential water stand.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

Ongoing maintenance and upgrading of the water system protects public health by ensuring clean drinking water for the community and surrounding industry. Replacement of aging hydrants will ensure adequate fire flows, and valve replacements will prevent treated water from being wasted.

**Spending Item Number 7**

Proposed Spending Item:

Amount of Spending over 5-year term

Recreation Facility Improvements		
\$	76,856	
Cost Type		Capital Investment
Cost Category		Other

Detailed Description of Spending Item

Swimming pool improvements: water park = \$50,000, removal of grass and installation of rubberized surface = \$50,000; Cameron Lake Playground Upgrade = \$50,000; Curling Rink Compressor = \$20,000; Pool Boiler = \$20,000. UPDATE Starting in 2018, funding of \$30K per year is being put aside for the Community Hall Replacement Project.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

The provision of recreation facilities have health and quality of life benefits, especially for rural Northern communities. These facilities help to attract and retain employees and their families to the region. The current swimming facility is at capacity and requires expansion and upgrading to accommodate additional users.



**Spending Item Number 8**

Proposed Spending Item:  
Amount of Spending over 5-year term

Forest Fire Warning Siren System		
\$	-	
Cost Type	Capital Investment	Police, Fire, Enforcement

Detailed Description of Spending Item

Forest fire warning siren system = \$200,000. UPDATE: Amount of \$75,000 was removed as community adopted NE Emergency Alert system through the PRRD.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

To better protect the community from forest fire it is prudent to replace the aging warning system now in place.

**Spending Item Number 9**

Proposed Spending Item:  
Amount of Spending over 5-year term

Solar Array Installation		
Cost Type	Capital Investment	Other

Detailed Description of Spending Item

Solar Arrays to power municipal facilities. UPDATE: \$150,000 was reallocated as project paid by external grant funding.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

The installation of solar arrays will greatly reduce municipal electricity expenditures, by powering the following buildings: DPW Shop, Arena, Curling Rink, Water Treatment Plant, District Office & Fire Hall, Tourist Info Center, Library, Museum, Reservoir). This will allow municipal services to remain affordable and accessible to workers and families.

**Spending Item Number 10**

Proposed Spending Item:

Amount of Spending over 5-year term

Safety Officer			
\$	75,000	Cost Type	Operational Activity
		Cost Category	Police, Fire, Enforcement

Detailed Description of Spending Item

Hiring of a Safety Officer. Approximate annual cost is 75,000.

Describe how this Spending will enhance your community as a service center for industry and its workers/families

The Safety Officer will be responsible for ensuring bylaws and regulations are complied with, and for implementing emergency preparedness measures. This will enhance community safety and make the community more attractive to families.

**Note:** The ADM for Local Government reserves the right to request additional information regarding cost projections in this document. This could include project budgets, and cost items in financial plans, master plans, or other local government documents.

## Annual Development Plan

Year	2020
Local Government Name:	District of Hudson's Hope

### Summary:

From LTDP	Proposed Spending Item	Current Year Cost
Spending Item Number 1	Road Systems Upgrade	
Spending Item Number 2	DPW Public Works Buildings	-
Spending Item Number 3	Sewage Treatment Expansion	240,000
Spending Item Number 4	Subdivision Development	-
Spending Item Number 5	Public Works Equipment Purchases	275,000
Spending Item Number 6	Water Treatment Upgrades	187,000
Spending Item Number 7	Recreation Facility Improvements	30,000
Spending Item Number 8	Forest Fire Warning Siren System	-
Spending Item Number 9	Solar Array Installation	-
Spending Item Number 10	Safety Officer	
TOTAL Proposed Current Year Spending		732,000

I hereby certify that this Annual Development Plan (Plan) is a materially reasonable estimate of the expected policy, operating, and capital expenditures over the one-year term specified in this Plan, and is presented in accordance the requirements of the Peace River Agreement and the terms of the Long-Term Development Plan.

Financial Officer of the Local Government as defined under Section 149 of the Community Charter or 237 of the Local Government Act

Date



**Spending Item Number 1**

Road Systems Upgrade  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost

Subtotal

**Spending Item Number 2**

DPW Public Works Buildings  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost

Subtotal

**Spending Item Number 3**

Sewage Treatment Expansion  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
The new estimated cost of repairs to the Beattie Lift Station is budgeted at \$555,565. With \$316,000 carried forward, an additional amount of \$240,000 will be allocated from PRA funding in 2020.	240,000

Subtotal

240,000

**Spending Item Number 4**

Subdivision Development  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
Subtotal	-

**Spending Item Number 5**

Public Works Equipment Purchases  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
	-
Equipment that is to be purchased in 2020 includes a Plow Truck (\$275,000); Lawn Tractor (\$25,000); and two 1/2 ton P/U trucks at \$40,000 per truck (\$90,000)	275,000
Subtotal	275,000

**Spending Item Number 6**

Water Treatment Upgrades  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
In 2020, the estimated cost of valve and hydrant replacement is \$300,000. \$153,000 of work was completed with \$158,000 from PRA Funding being planned for 2020.	158,000
In addition, other Water Treatment Capital upgrades include: Deadend Water Main (\$50,000), BP Water Well Piping Upgrade (\$16,000); and the BP residential water stand (\$15,000)	29,000
Subtotal	187,000

**Spending Item Number 7**

Recreation Facility Improvements  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
Community Hall Reserve (saving for a new Community Hall or Multi-use Recreation Facility)	30,000
Subtotal	30,000

**Spending Item Number 8**

Forest Fire Warning Siren System  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
Subtotal	

**Spending Item Number 9**

Solar Array Installation  
Capital Investment

Purpose and Objective of Costs	Projected Current Year Cost
Subtotal	

Spending Item Number 10

Safety Officer

Operational Activity

Purpose and Objective of Costs		Projected Current Year Cost

Subtotal

If any cost item is not on the Long Term Development Plan, please explain. And, will the LTDP be amended to reflect this?

**Note:** The ADM for Local Government reserves the right to request additional information regarding cost projections in this document. This could include project budgets, and cost items in financial plans, master plans, or other local government documents.

Annual Progress Report for Year 2019

Spending Item from LTDP	Cost Category	Cost Type	Estimated Amount from Prior Year ADP	Actual Amount for Prior Year	Variance	Is Variance > 20%	Reason For Variance
Spending Item Number 1	Road Systems Upgrade	Capital Investment					
Spending Item Number 2	DPW Public Works Buildings	Capital Investment					
Spending Item Number 3	Sewage Treatment Expansion	Capital Investment	350,000	34,000	316,000	Yes	See Note #1
Spending Item Number 4	Subdivision Development	Capital Investment					
Spending Item Number 5	Public Works Equipment Purchases	Capital Investment	240,000	208,000	32,000	No	See Note #2
Spending Item Number 6	Water Treatment Upgrades	Operational Activity	120,000	153,000	33,000		Amount put into reserve for new Community Hall
Spending Item Number 7	Recreation Facility Improvements	Capital Investment	30,000	30,000	-		
Spending Item Number 8	Forest Fire Warning Siren System	Capital Investment			-		
Spending Item Number 9	Solar Array Installation	Capital Investment			-		
Spending Item Number 10	Safety Officer	Operational Activity					

Total 740,000 425,000 - 315,000

Additional Comments

Note: #1 - Beattie Street Lift Station Repairs. The project was tendered based on cost estimates we received from our consultant. The funding spent was on consultant design work. Only one bid was received at a cost in excess of XX. The project was not undertaken and the funds have been carried over into 2020. A total of XX is being included to undertake the work in 2020. Note #2 Replacement Water Valve work was not completed as the tender amounts were more than budget. Reduced scope was undertaken with remaining valves to be replaced in 2020.

Note 1: The ADM for Local Government reserves the right to request additional information regarding cost projections and actual payments in this document.

Note 2: Section 15(d) of the Peace River Agreement requires an APR for the Previous two calendar years. However, if there was no change to the previous APR, the local government does not need to resubmit for that year. However, if there was a change to the APR, the local government must submit and updated APR for that year in addition to the current APR.

I hereby certify that this Annual Progress Report (Report) materially represents the estimated and actual policy, operating, and capital expenditures over the term of this Report, and is presented in accordance with the requirements of the Peace River Agreement

Financial Officer of the Local Government as defined under Section 149 of the Community Charter or 237 of the Local Government Act

Date

**Determination of Payment Projections for the 5-Year Long Term Development Plans**

Municipality	TOTAL 5-year (2016-20)	
	Minimum	Maximum
Chetwynd	14,629,841	16,094,000
Dawson Creek	74,682,956	82,152,000
Fort St John	122,006,883	134,209,000
Hudson's Hope	3,249,084	3,574,000
Pouce Coupe	4,739,939	5,215,000
Taylor	6,324,382	6,958,000
Tumbler Ridge	10,306,918	11,336,000
Peace River	15,060,000	16,566,000
<b>Total</b>	<b>251,000,004</b>	<b>276,104,000</b>

## REQUEST FOR DECISION

<b>RFD#:</b> CC-2020-09	<b>Date:</b> January 6, 2020
<b>Meeting#:</b> CM012720	<b>Originator:</b> Chris Cvik
<b>RFD TITLE:</b> Purchase of District Owned Property by BC Hydro – Report #5	

### RECOMMENDATION:

1. That Council approve the Site C Project – Hudson's Hope Master Lands Agreement and accompanying sub-agreements.
2. That Council authorize the CAO to execute the Master Lands Agreement and the accompanying sub-agreements on behalf of the District.

### BACKGROUND:

BC Hydro has been working with the District for the purposes of establishing a land acquisition approach for the shoreline protection works for the Site C project. This approach includes land sales, right of way access, and land licensing.

The agreement has been reviewed by Lindsay Parcels with Lidstone & Associates on behalf of the District.

### DISCUSSION:

Council has seen various reports regarding the land acquisition for this project. The Master Land Agreement pulls the various sub-agreements together under one Master Lands Agreement document and covers the following:

- (1) District Use Agreement;
- (2) DA Thomas Agreement;
- (3) Berm Works Agreement;
- (4) Lot 6 (Section 19) Berm Works Agreement; and
- (5) Impact Lines Agreement;

**FINANCIAL:**

The total value of all land and rights acquired by BC Hydro that is payable to the District is \$378,400 including Beckman Road. The District has previously approved this total payment amount.

**Attachments:**

1. Site C Project – Hudson's Hope Master Land Agreement and sub-agreements.

Report Approved by:



Chris Cvik, CAO



## SITE C PROJECT - HUDSON'S HOPE LANDS AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2020

### BETWEEN:

**DISTRICT OF HUDSON'S HOPE**, a district municipality under the *Local Government Act*, and incorporated pursuant to the laws of the Province of British Columbia

(the "**District**")

### AND:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a corporation constituted under the authority of the *Hydro and Power Authority Act*

(the "**BC Hydro**")

### WHEREAS:

A. BC Hydro wishes to:

- a. acquire title to certain lands owned by the District for the purposes of undertaking Berm Works Activities (as defined herein) thereon, and
- b. acquire specified rights in respect of lands owned by the District for the purposes of undertaking Berm Works Activities (as defined herein) or Impact Activities (as defined herein) thereon,

in relation to the completion of the Site C Project;

B. The District wishes to acquire specified rights in respect of lands that are or will be owned by BC Hydro for the purposes of a walking trail and a day use area;

C. The parties now wish to enter into this Agreement to, *inter alia*, set out the terms and conditions pursuant to which the parties will achieve the objectives described in Recitals A and B above; and

D. The District's Council has approved this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sum of \$10.00 paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged), the parties hereto covenant and agree as follows:

### 1. INTERPRETATION

1.1 Definitions: In this Agreement, the following terms have the following meaning:

- (a) "**Alwin Holland Park Lands**" means the lands located in the District of Hudson's Hope commonly known as "Alwin Holland Park" with Parcel Identifier No. 011-427-302 and legally described as Lot 1 Section 11 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 17478;

- (b) **"BC Hydro"** has the meaning ascribed to it on Page 1 of this Agreement, and includes BC Hydro's successors and assigns;
- (c) **"BC Hydro's Conditions Precedent"** has the meaning ascribed to it in Section 7.1;
- (d) **"BC Hydro's Solicitors"** means Borden Ladner Gervais LLP;
- (e) **"BC Hydro Works"** has the meaning ascribed to it in the District Use Agreement;
- (f) **"Berm Works Activities"** means the activities described in Section 2 of the Berm Works Agreement, or Lot 6 (Section 19) Berm Works Agreement, as may be applicable;
- (g) **"Berm Works Agreement"** means an agreement in the form attached hereto as Schedule "D" containing a statutory right of way granted to BC Hydro pursuant to Section 218 of the *Land Title Act* and a covenant granted to BC Hydro pursuant to Section 219 of the *Land Title Act*;
- (h) **"Business Day"** means Monday to Friday inclusive of each week, excluding days which are statutory holidays in the Province of British Columbia or days when the Land Title Office is closed for business;
- (i) **"Closing Date"** means April 3, 2020, or such other date as agreed to in writing by the parties;
- (j) **"Closing Documents"** has the meaning ascribed to it in Section 8.3;
- (k) **"Consideration"** means Three Hundred and One Thousand, Eight Hundred and Twenty-Five Dollars (\$301,825);
- (l) **"Contaminants"** means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("**PCBs**"), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;
- (m) **"DA Thomas Agreement"** means an agreement substantially in the form attached hereto as Schedule "A" containing a covenant granted to the District pursuant to Section 219 of the *Land Title Act*;
- (n) **"DA Thomas Road Closure Bylaws"** means bylaws adopted in accordance with Section 40 of the *Community Charter* closing the DA Thomas Road Lands and removing the highway dedication from the DA Thomas Road Lands;
- (o) **"DA Thomas Road Closure Plans"** means plans in the form and substance acceptable to the District which close the DA Thomas Road Lands;

- (p) **“DA Thomas Road Lands”** means the portions of the lands located in the District of Hudson’s Hope commonly known as “DA Thomas Road” and shown in heavy black outline on the plan attached hereto as Schedule “E”;
- (q) **“District”** has the meaning ascribed to it on Page 1 of this Agreement;
- (r) **“District Lands”** means, collectively, the DA Thomas Road Lands, Lot 6 (Section 19), Lot 7, and Lot A;
- (s) **“District’s Solicitors”** means Lidstone & Company;
- (t) **“District Use Agreement”** means an agreement substantially in the form attached hereto as Schedule “B”;
- (u) **“Environment”** includes the air (including all layers of the atmosphere), lands (including soil, sediments, fill, lands submerged under water, buildings, improvements and structures), water (including oceans, lakes, rivers, streams, groundwater and surface water), and all other external conditions and influences under which humans, animals and plants live or are developed;
- (v) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority relating in any way to the Environment, environmental assessment, Contaminants, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (w) **“ETA”** means the *Excise Tax Act* (Canada), Section IX;
- (x) **“Government Authority”** means any federal, provincial, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;
- (y) **“HHHS Lands”** means:
  - (i) the lands located in the District of Hudson’s Hope with Parcel Identifier No. 009-215-166, legally described as Lot 1 District Lot 420 Cariboo District Situate Within Peace River District Plan 21846; and
  - (ii) the lands located in the District of Hudson’s Hope with Parcel Identifier No. 008-430-446, legally described as Lot 2 District Lot 420 Cariboo District Situate Within Peace River District Plan 20207 Except Plan 33250;
- (z) **“HSS Trail Rights”** has the meaning ascribed to it in Section 3.5;
- (aa) **“Impact Activities”** means the activities described in Section 3 of the Impact Lines Agreement;
- (bb) **“Impact Lines Agreement”** means an agreement substantially in the form attached hereto as Schedule “F”;

- (cc) **“Land Title Office”** means the Prince George Land Title Office;
- (dd) **“Lot A”** means the lands in the District of Hudson’s Hope with Parcel Identifier No. 006-373-534, legally described as Lot A Section 19 Township 81 Range 25 West of the 6<sup>th</sup> Meridian Peace River District Plan 27673;
- (ee) **“Lot 6 (Section 18)”** means the lands in the District of Hudson’s Hope with Parcel Identifier No. 016-051-688, legally described as Lot 6 Section 18 Township 81 Range 25 West of the 6<sup>th</sup> Meridian Peace River District Plan 34594;
- (ff) **“Lot 6 (Section 18) SRW Area”** means that portion of Lot 6 shown outlined in red on Plan 16676;
- (gg) **“Lot 6 (Section 19)”** means the lands in the District of Hudson’s Hope with Parcel Identifier No. 011-262-460, legally described as Lot 6 Section 19 Township 81 Range 25 West of the 6<sup>th</sup> Meridian Peace River District Plan 17881;
- (hh) **“Lot 6 (Section 19) Berm Works Agreement”** means an agreement substantially in the form attached hereto as Schedule “C” containing a statutory right of way granted to BC Hydro pursuant to Section 218 of the *Land Title Act* and a covenant granted to BC Hydro pursuant to Section 219 of the *Land Title Act*;
- (ii) **“Lot 7”** means the lands in the District of Hudson’s Hope with Parcel Identifier No. 011-487-160, legally described as Lot 7 Section 18 Township 81 Range 25 West of the 6<sup>th</sup> Meridian Peace River District Plan 1979;
- (jj) **“Mutual Conditions Precedent”** has the meaning ascribed to it in Section 7.4;
- (kk) **“New Lot 6 (Section 18) SRW”** means an agreement substantially in the form attached hereto as Schedule “G”;
- (ll) **“Partnering Relationship Agreement”** means the Partnering Relationship Agreement dated January 10, 2017 between the District and BC Hydro, as amended by the Water Agreement;
- (mm) **“Permitted Encumbrances”** means:
  - (i) any charges registered by or on behalf of BC Hydro; and
  - (i) the implied charges and reservations pursuant to Section 23 of the *Land Title Act*;
- (nn) **“SRW No. D16160”** means the statutory right of way registered against the title for Lot 6 (Section 18) on December 23, 1969 under No. D16160;
- (oo) **“Site C Project”** means a dam and hydroelectric generating stations on the Peace River, a reservoir and other components as described in the Environmental Assessment Certificate #E14-02 dated October 14, 2014, as amended and as may be further amended hereinafter; and
- (pp) **“Water Agreement”** means the Hope Water Agreement dated September 16, 2019 made between the District and BC Hydro, as may be amended from time to time.

1.2 Interpretation: In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”;
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time; and
- (h) in the event of a conflict between the terms of the Partnering Relationship Agreement and this Agreement, the terms of this Agreement shall prevail.

**2. SCHEDULES**

2.1 The following schedules are attached to and form part of this Agreement:

- (a) Schedule “A” – DA Thomas Agreement
- (b) Schedule “B” – District Use Agreement
- (c) Schedule “C” – Berm Works Agreement
- (d) Schedule “D” – Lot 6 (Section 19) Berm Works Agreement
- (e) Schedule “E” – DA Thomas Road Lands Plans
- (f) Schedule “F” – Impact Lines Agreement
- (g) Schedule “G” – New Lot 6 (Section 18) SRW

**3. BERM WORKS**

3.1 Registration of the Berm Works Agreement: Upon request by BC Hydro, the District will execute one or more registrable priority agreements granting an agreement substantially in the same form as the Berm Works Agreement priority over SRW No. D16160 and BC Hydro shall be permitted to register the same at the Land Title Office.

- 3.2 Berm Works Activities in the Lot 6 (Section 18) SRW Area: Pursuant to the terms of SRW No. D16160, the District hereby grants its consent to BC Hydro to undertake Berm Works Activities on, in or under the Lot 6 (Section 18) SRW Area and agrees that BC Hydro does not require any further consents, authorizations or permissions from the District to undertake Berm Works Activities on, in or under the Lot 6 (Section 18) SRW Area.
- 3.3 Decommission of Affected Components: The applicable “Affected Components” as defined in the Partnering Relationship Agreement will be decommissioned pursuant to the terms and conditions contained in the Water Agreement.
- 3.4 Discharge of SRW No. D16160: The District will discharge SRW No. D16160 from title to Lot 6 (Section 18) on the following basis:
- (a) the District will have no obligation to execute the discharge until the District has received a written request from BC Hydro to discharge SRW No. D16160 from title to Lot 6 (Section 18) and has received an executed New Lot 6 (Section 18) SRW; and
  - (b) BC Hydro will be responsible for preparing and registering the discharge and the New Lot 6 (Section 18) SRW, including paying for the cost of same.
- 3.5 HHHS Trail Rights: BC Hydro shall use reasonable commercial efforts to obtain the right for the public to cross the gravel surface of the berm structure constructed or to be constructed by BC Hydro as part of the BC Hydro Works on the HHHS Lands (“**HHHS Trail Rights**”). The District acknowledges and agrees that if BC Hydro is unable to negotiate the HHHS Trail Rights with the owner of the HHHS Lands, the District will be responsible to obtain the HHHS Trail Rights directly with the owner of the HHHS Lands.
- 4. DOCUMENTS, INSPECTIONS AND PRE-CLOSING ACCESS TO THE DISTRICT LANDS**
- 4.1 Documents Delivery – Within 14 days of the date of this Agreement, the District shall give BC Hydro copies of the following (if these are in the District’s possession or control):
- (a) all environmental site assessments, archaeological and other reports, studies and audits concerning the District Lands;
  - (b) any leases, licences, modifications, renewals, assignments, subleases, and agreements to lease concerning all or any portion of the District Lands;
  - (c) all permits, licences, development agreements and any other agreements concerning the District Lands issued by or entered into with any authority having jurisdiction over the District Lands; and
  - (d) any other documents relating to the District Lands that BC Hydro may reasonably require.
- 4.2 Authorizations – The District shall, at BC Hydro’s request, promptly make available to BC Hydro letters of authorization addressed to the appropriate governmental authorities authorizing disclosure to BC Hydro’s solicitors of any matter relating to the District Lands which BC Hydro may require.
- 4.3 Pre-Closing Access to the District Lands: The District hereby grants BC Hydro (including for greater certainty its officers, employees, engineers, architects, surveyors, contractors,

subcontractors, invitees and licensees) the right to access the District Lands between the date of this Agreement and the Closing Date for the purposes of:

- (a) preparing the District Lands for the Berm Works Activities;
- (b) undertaking the Berm Works Activities on the District Lands; and
- (c) upgrading the road on the DA Thomas Road Lands, and constructing and operating a small craft launch and day use facility on the DA Thomas Road Lands.

## **5. CLOSING TRANSACTION**

### **5.1 Closing Transaction: On the Closing Date:**

- (a) the District will:
  - (i) transfer title to the DA Thomas Road Lands and Lot A to BC Hydro, free and clear of all legal notations, charges, liens and interest whatsoever, save and except for the Permitted Encumbrances;
  - (ii) execute and deliver to BC Hydro the:
    - (1) District Use Agreement;
    - (2) DA Thomas Agreement;
    - (3) Berm Works Agreement;
    - (4) Lot 6 (Section 19) Berm Works Agreement; and
    - (5) Impact Lines Agreement;
- (b) BC Hydro will:
  - (i) pay the Consideration to the District;
  - (ii) execute and deliver to the District the:
    - (1) District Use Agreement;
    - (2) DA Thomas Agreement;
    - (3) Berm Works Agreement;
    - (4) Lot 6 (Section 19) Berm Works Agreement; and
    - (5) Impact Lines Agreement.

all on and subject to the terms and conditions contained in this Agreement.

## **6. COVENANTS, REPRESENTATIONS AND WARRANTIES**

6.1 Representations and Warranties of the District: The District hereby represents and warrants to BC Hydro, and acknowledges that BC Hydro has relied thereon in entering into this Agreement and in concluding the transactions contemplated herein, that:

- (a) the District has the full power, authority and capacity to enter into this Agreement and to carry out the obligations and covenants of the District under this Agreement and that all actions in respect of this Agreement by the District, have and will have been duly and validly authorized by all required signing authorities;
- (b) on the Closing Date, the District will be the sole registered and the beneficial owner of the DA Thomas Road Lands, free and clear of all liens, charges, or encumbrances of every kind and nature, save and except the Permitted Encumbrances;
- (c) the District is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (d) on the Closing Date, the District will not have any indebtedness to any person, firm, business, corporation or Government Authority which might by operation of law or otherwise constitute a lien, charge or encumbrance on the DA Thomas Road Lands or Lot A, or any part thereof, or which could affect the right of BC Hydro to own and occupy the DA Thomas Road Lands or Lot A, or any part thereof;
- (e) the completion of the transactions contemplated by this Agreement shall not constitute a breach by the District of any statute or bylaw;
- (f) the District has not used or permitted the DA Thomas Road Lands or Lot A to be used, and has no knowledge of the DA Thomas Road Lands or Lot A being used, for the storage, manufacture, disposal, treatment, generation, transport, remediation or release into the environment of any Contaminants;
- (g) to the best of the District's knowledge, there are no Contaminants located on the DA Thomas Road Lands or Lot A; and
- (h) to the best of the District's knowledge, no archeological remains, materials or resources are located on or within the DA Thomas Road Lands or Lot A.

6.2 Representations and Warranties of BC Hydro: BC Hydro hereby represents and warrants to the District, and acknowledges that the District has relied thereon in entering into this Agreement and in concluding the transactions contemplated herein, that:

- (a) BC Hydro has the full power, authority and capacity to enter into this Agreement and to carry out the obligations and covenants of BC Hydro under this Agreement and that all actions in respect of this Agreement by BC Hydro, have and will have been duly and validly authorized by all required signing authorities; and
- (b) the completion of the transactions contemplated by this Agreement shall not constitute a breach by BC Hydro of any statute or bylaw.

6.3 Accretion: BC Hydro and the District covenant and agree that, to the extent the land located between the surveyed real property boundary of the DA Thomas Road Lands and the Peace River is legally or otherwise owned by the District, such real property is transferred by the District to BC



Hydro on the Closing Date in accordance with the provisions of this Agreement as if it were included in the acquired real property, without prejudice to either parties' position on the ownership of it and the District shall promptly execute and deliver all such documentation necessary or desirable to effect the forgoing.

## 7. CONDITIONS

### 7.1 BC Hydro's Conditions Precedent

- (a) The obligation of BC Hydro to complete the transactions contemplated in this Agreement shall be subject to:
  - (i) receipt of written approval for the transactions contemplated herein by its senior management; and
  - (ii) BC Hydro being satisfied, in its sole discretion, with its review of its due diligence searches, the documents and materials delivered pursuant to Section 4.1, its inspection of the District Lands and the results of any environmental and archaeological studies, tests, surveys, investigations or assessments of any nature that BC Hydro may in its sole discretion conduct or have conducted concerning the District Lands,

(collectively, the "**BC Hydro's Conditions Precedent**").
- (b) BC Hydro's Conditions Precedent are for BC Hydro's sole benefit and only BC Hydro may waive, in whole or in part, BC Hydro's Conditions Precedent by giving notice of waiver to the District on or before the Closing Date. If BC Hydro's Conditions Precedent have not been waived by BC Hydro on or before the Closing Date, BC Hydro shall have the right to terminate this Agreement by notice to the District.
- (c) The District acknowledges and agrees that a portion of the consideration of \$10.00 to be paid to the District by BC Hydro represents non-refundable moneys paid in consideration of the District allowing BC Hydro the benefit of BC Hydro's Conditions Precedent and agreeing that the District's agreement herein is irrevocable.

### 7.2 Mutual Conditions Precedent

- (a) The obligations of the District and BC Hydro to complete the transactions contemplated in this Agreement shall be subject to:
  - (i) the adoption of the DA Thomas Road Closure Bylaws by the District's Council;
  - (ii) the registration of the DA Thomas Road Closure Plans in the Land Title Office; and
  - (iii) title raised to the DA Thomas Road Lands in the Land Title Office in the name of the District, subject only to the Permitted Encumbrances,

(collectively, the "**Mutual Conditions Precedent**"), all on or before the Closing Date,

- (b) The Mutual Conditions Precedent are for the mutual benefit of the District and BC Hydro and may not be unilaterally waived or declared to be satisfied by either of them and may be waived or declared satisfied only as to their respective interest therein, in whole or in part, only by notice to the other and will not be deemed to be waived absent any such notice.
- (c) Without fettering the District or the District's Council, the parties shall use their best efforts to satisfy the Mutual Conditions Precedent prior to the Closing Date. If the Mutual Conditions Precedent are not so satisfied, then without fettering the rights and remedies of the parties hereunder, the parties shall have the option to extend the Closing Date on up to two (2) occasions by up to One Hundred and Eighty (180) days each after the Closing Date or the extended Closing Date, as the case may be.

## 8. CLOSING PROCEDURES

- 8.1 **Closing:** The closing of the transactions contemplated herein shall take place at the offices of BC Hydro's Solicitors in Vancouver, British Columbia on the Closing Date.
- 8.2 **Adjustments:** All adjustments, both incoming and outgoing, in connection with the purchase and sale of the DA Thomas Road Lands and Lot A, if any, including without limitation, property taxes, local improvement charges, utilities and all other matters customarily the subject of adjustment on the sale of similar properties, shall be made as of the Closing Date such that BC Hydro shall pay all expenses and be entitled to all income with respect to the DA Thomas Road Lands and Lot A from and including the Closing Date.
- 8.3 **Preparation of Closing Documents:** BC Hydro's Solicitors shall provide draft copies of the following documents (collectively, the "**Closing Documents**") and deliver such drafts to the District's Solicitors no later than five (5) Business Days prior to the Closing Date:
  - (a) the Form A Freehold Transfers required to transfer title to the DA Thomas Road Lands and Lot A to BC Hydro in accordance with the terms of this Agreement;
  - (b) Property Transfer Tax Forms to accompany the transfers referred to in Section 8.3(a);
  - (c) discharges in registrable form of all liens, charges and encumbrances not constituting Permitted Encumbrances;
  - (d) the Form C General Instrument required to register the Lot 6 (Section 19) Berm Works Agreement against title to Lot 6 (Section 19);
  - (e) the Form C General Instrument required to register the Berm Works Agreement against title to Lot 7;
  - (f) the Form C General Instrument required to register the DA Thomas Agreement against title to the DA Thomas Road Lands;
  - (g) a certificate of an officer of the District confirming that the District is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
  - (h) a statement of adjustments;

- (i) the Impact Lines Agreement;
  - (j) the District Use Agreement; and
  - (k) such other documents and instruments as may be reasonably required by BC Hydro's solicitors to complete the transactions contemplated herein, provided that such documents are customary closing documents for similar transactions to that contemplated herein and that no such documents will impose any liability on the District not already contemplated in this Agreement.
- 8.4 **Delivery of Closing Documents:** No later than three (3) Business Days before the Closing Date, the District shall deliver the Closing Documents to BC Hydro's Solicitors, properly executed by the District, fully completed and in registrable form, where required.
- 8.5 **Registration:** Following the receipt of the executed Closing Documents from the District, BC Hydro shall cause BC Hydro's Solicitors to file the registrable Closing Documents in the Land Title Office in the following order:
- (a) the Form A Freehold Transfers required to transfer title to the DA Thomas Road Lands and Lot A to BC Hydro in accordance with the terms of this Agreement;
  - (b) the Form C General Instrument required to register the Lot 6 (Section 19) Berm Works Agreement against title to Lot 6 (Section 19) and Lot 7;
  - (c) the Form C General Instrument required to register the Berm Works Agreement against title to Lot 7; and
  - (d) the Form C General Instrument required to register the DA Thomas Agreement against title to the DA Thomas Road Lands.
- 8.6 **Payment of Consideration:** Upon the Closing Documents referred to in Section 8.5 being fully registered in the Land Title Office subject only to Permitted Encumbrances in the order set out above and upon BC Hydro's Solicitors, acting reasonably, being satisfied as to the title to the DA Thomas Road Lands and Lot A after conducting post-registration land title searches of the DA Thomas Road Lands and Lot A disclosing only the Permitted Encumbrances and the DA Thomas Agreement, as applicable, BC Hydro's Solicitors shall deliver the Consideration to the District.
- 8.7 **Completion of Closing:** Completion of registration of all of the registrable Closing Documents in the Land Title Office and all matters of payment and delivery of documents by each party to the other shall be deemed to be concurrent requirements of Closing so that the Closing shall not be completed hereunder until everything has been paid, delivered and fully registered.
- 9. COSTS AND TAXES**
- 9.1 **Goods and Services Tax.** BC Hydro and the District acknowledge and agree that the Consideration does not include goods and services tax payable under the ETA. On the Closing Date, BC Hydro shall provide the District with a certificate signed by an officer of BC Hydro confirming BC Hydro's registration number for remitting goods and services tax pursuant to the ETA and BC Hydro's registered status. BC Hydro and the District represent, warrant and covenant that they have complied with and will comply in all respects with the requirements of the ETA as it relates to the DA Thomas Road Lands and Lot A.

9.2 Costs:

- (a) BC Hydro shall be responsible for:
  - (i) the cost of preparing the DA Thomas Road Closure Plans;
  - (ii) the cost of preparing and registering the Closing Documents; and
  - (iii) paying all property transfer tax owed in connection with the transfer of title to the DA Thomas Road Lands and Lot A.
- (b) The District shall be responsible for the cost of closing the DA Thomas Road Lands, removing the highway dedication from the DA Thomas Road Lands and raising title to the DA Thomas Road Lands (save and except for preparation of the DA Thomas Road Closure Plans).
- (c) Each party shall bear its own legal fees and other costs, fees and expenses in respect to the transactions herein contemplated.

10. **POSSESSION**

- 10.1 Possession: BC Hydro shall be entitled to have vacant possession of the DA Thomas Roads Lands and Lot A on the Closing Date.

11. **RISK**

- 11.1 Risk: The DA Thomas Roads Lands and Lot A shall be at the risk of the District until 12:01 a.m. on the Closing Date, and thereafter at the risk of BC Hydro, if the transfer of the DA Thomas Roads Lands and Lot A herein contemplated is duly completed.

12. **RELEASE**

- 12.1 Release The District agrees that the Consideration is the full and final consideration to be paid by BC Hydro for the acquisition by BC Hydro of the land and rights herein, and agrees that it is not entitled to any further compensation in respect of the same. The District hereby irrevocably releases and forever discharges BC Hydro and its subsidiaries, affiliates, shareholders, directors, officers, employees, agents and assignees from any and all actions, causes of action, suits, debts, dues, accounts, bonds, damages, interest, costs, expenses, covenants, contracts, claims, demands and compensation of whatsoever kind and howsoever arising, whether known or unknown, which the District has or at any time hereafter can, shall or may have in any way in respect of the acquisition by BC Hydro of the land and rights herein.
- 12.2 Survival – The release set out in this Article 12 shall survive the Closing Date and shall continue in full force and effect for BC Hydro's benefit.

13. **INDEMNITY**

- 13.1 Definitions: In this Article 13, the following terms shall have the meanings below:

- (a) **"BC Hydro Parties"** means BC Hydro and its successors and assigns, and the directors, officers, employees and servants of any of the foregoing;

- (b) **“Claim”** means any actual, potential or threatened claim, demand, suit, action, cause of action, cost recovery action, proceeding, investigation, charge, ticket, summons, citation, direction, inquiry, order, pollution abatement order, pollution prevention order, remediation order, notice, any administrative or regulatory requirement or determination of any kind whatsoever and any other assertion of or with respect to liability or responsibility of any kind whatsoever or whensoever arising, asserted or threatened, formally or informally, pursuant to or based upon applicable laws, or pursuant to any agreement or contract or at common law or in equity (whether arising in respect of tort, contract or otherwise);
- (c) **“Contaminants”** means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (**“PCBs”**), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;
- (d) **“District Parties”** means the District, its elected officials, officers, employees, servants, and agents;
- (e) **“Environment”** includes the air (including all layers of the atmosphere), lands (including soil, sediments, fill, lands submerged under water, buildings, improvements and structures), water (including oceans, lakes, rivers, streams, groundwater and surface water), and all other external conditions and influences under which humans, animals and plants live or are developed;
- (f) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Land now or hereafter in force relating in any way to the Environment, environmental assessment, Contaminants, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (g) **“Expenses”** means all liabilities, obligations, duties, losses (including economic loss), damages, costs, expenses (including legal fees and expenses on a solicitor and own client basis), penalties, fines and monetary sanctions and all amounts paid to settle a Claim, or to satisfy any judgment, order, decree, directive, award or other obligation to pay any amount of whatever nature or kind;
- (h) **“Government Authority”** means any federal, provincial, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;
- (i) **“Land”** has the meaning ascribed to it in the the Berm Works Agreement, the Impact Lines Agreement and the Lot 6 (Section 19) Berm Works Agreement, as may be applicable; and

- (j) **“Release”** means release, spill, leak, discharge, escape, bury, place, or any other similar action.

13.2 **Indemnity** - BC Hydro covenants with the District that BC Hydro will fully indemnify and save harmless the District Parties and each of them from and against all Claims and all Expenses which at any time may be suffered by or made against any of the District Parties, directly or indirectly to the extent caused by or resulting from:

- (a) any breach of BC Hydro’s obligations under the Berm Works Agreement, the Impact Lines Agreement and the Lot 6 (Section 19) Berm Works Agreement;
- (b) any breach of Environmental Laws (including any Release or alleged Release of Contaminants into the Environment) at or from the Land by the BC Hydro Parties;
- (c) any negligent act or willful misconduct of the BC Hydro Parties; and
- (d) any personal injury, death, property loss or property damage occurring on or about the Land to the extent caused by the negligent act or wilful misconduct of the BC Hydro Parties,

other than Claims and Expenses resulting from the negligence or wilful misconduct of one or more of the District Parties, and subject to the following conditions:

- (e) the District will immediately provide written notice of the claim to BC Hydro and resist that claim if and to the extent required by BC Hydro. BC Hydro will reimburse the District for all reasonable and necessary costs incurred by the District in resisting such claim; and
- (f) BC Hydro will not indemnify the Owner in respect of any claim for injury or harm to persons or property caused by the District’s breach of the Berm Works Agreement, the Impact Lines Agreement or the Lot 6 (Section 19) Berm Works Agreement, as applicable, or by the negligence or willful act of the District, its contractors or those persons for whom the District is responsible at law.

13.3 **Survival** – The indemnity contained in this Article 13, shall survive the Closing Date and shall continue in full force and effect for the District’s benefit.

#### 14. **PARTNERING RELATIONSHIP AGREEMENT**

14.1 **Amendments:** From and after the date hereof:

- (a) The following shall be inserted at the end of Section 5.5(c) of the Partnering Relationship Agreement:

“For certainty, the District shall not undertake any maintenance works on those portions of the trail located on the crest of the Shoreline Protection Works or on DA Thomas Road, the maintenance of which shall be undertaken by BC Hydro.”;
- (b) Section 5.7(a)(i) of the Partnering Relationship Agreement is hereby deleted of no further force or effect; and

- (c) A new Section 7.5(b) shall be inserted in the Partnering Relationship Agreement as follows:

“The District shall close that portion of DA Thomas Road from Clarke Avenue to the Peace River in accordance with Section 40 of the *Community Charter*, and subsequently transfer those lands to BC Hydro for purposes of a small craft launch and day use facility.”.

The parties hereby acknowledge that the remainder of the Partnering Relationship Agreement remains unamended and in full force and effect.

## 15. FURTHER ASSURANCES

- 15.1 Further Assurances: Each of the parties shall each deliver to or cause to be delivered to the other all such further documents and assurances as may be reasonably required to give full effect to the intent and meaning of this Agreement and registration of all the requisite documents in all appropriate offices of public record.

## 16. NOTICES

- 16.1 Notices: Any notice or communication required to be given by a party under this Agreement shall be given by courier or electronic transmission, or if mailed, by registered letter, prepaid to the party at its respective addresses as follows:

- (a) If to BC Hydro:

British Columbia Hydro and Power Authority  
12<sup>th</sup> Floor - 333 Dunsmuir Street  
Vancouver BC V6B 5R3  
Attention: Senior Manager, Site C Properties

- (b) If to the District:

District of Hudson's Hope  
Box 330, 9904 Dudley Drive  
Hudson's Hope, BC V0C 1V0

Attention: Chris Cvic, interim Chief Administrative Officer  
Email: cao@hudsonshope.ca

or such other address as may be furnished from time to time by a party. Any notice, if delivered by courier or electronic transmission, shall be deemed to have been given or made on the date delivered and if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of actual or imminent disruption of postal service, any notice shall be delivered by courier or electronic transmission.

## 17. GENERAL

- 17.1 Survival of Terms: The representations, warranties and covenants, releases and indemnities of BC Hydro and the District in this Agreement shall survive the Closing Date and shall not merge on the Closing Date.
- 17.2 Time of Essence. Time shall be of the essence of this Agreement.

- 17.3 Tender: Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by wire transfer, or by certified solicitor's cheque or bank draft in each case drawn on any one of the five largest Canadian chartered banks.
- 17.4 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 17.5 No Prejudice: Nothing contained or implied herein will prejudice or affect the rights and powers of BC Hydro or the District in the exercise of their functions under any statutes, bylaws, orders or regulations.
- 17.6 Governing Law. This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties irrevocably attorns on the jurisdiction of the courts of the Province of British Columbia.
- 17.7 Severability: If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.
- 17.8 Waiver: No condoning, excusing or waiver by either party hereto of any default, breach or non-observance by the other party hereto at any time or times in respect of any covenant, provision or condition herein contained will operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.
- 17.9 Modification: Any modification of this Agreement must be in writing and signed by both parties.
- 17.10 Relationship of parties: The parties agree and acknowledge that they are not partners in any business or a joint-venture or a member of a joint or common enterprise.
- 17.11 No Fettering or Derogation: Nothing contained in this Agreement shall fetter in any way the discretion of the Council of the District of Hudson's Hope or shall derogate from, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to any statute or bylaw.
- 17.12 Counterparts and Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures

*Execution page(s) follow on next page(s).*



IN WITNESS WHEREOF the parties have executed this Agreement as of the date noted on page one.

**DISTRICT OF HUDSON'S HOPE**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE “A”**

**DA Thomas Agreement**

**SCHEDULE "B"**  
**District Use Agreement**

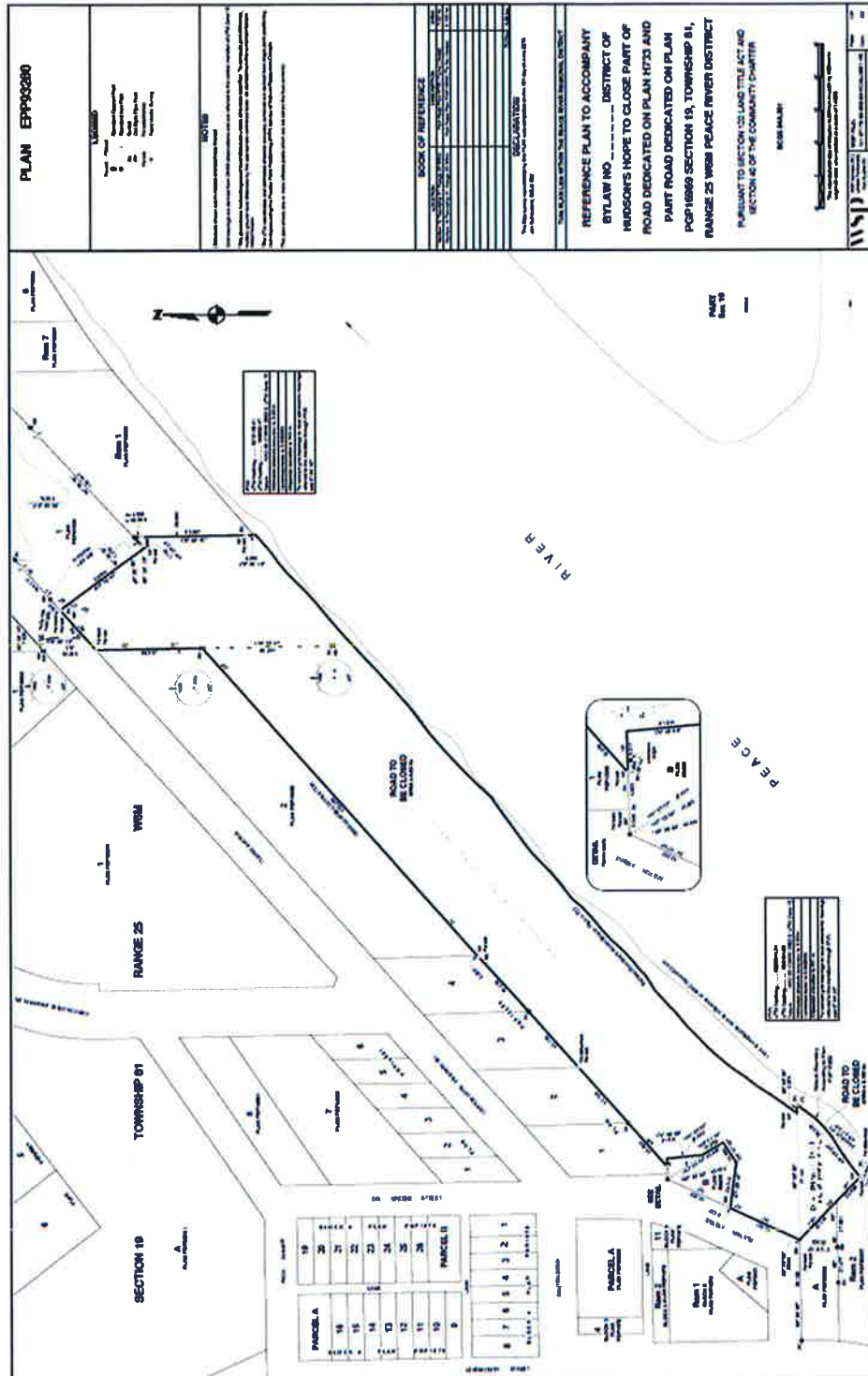
**SCHEDULE “C”**  
**Berm Works Agreement**

## **SCHEDULE "D"**

### **Lot 6 (Section 19) Berm Works Agreement**

# SCHEDULE "E"

## DA Thomas Road Lands Plans



{00593778; 2 }

VAN01: 5514386

1016 X.01.001 PRO.01700 AGR

## **SCHEDULE "F"**

### **Impact Lines Agreement**

**SCHEDULE “G”**

**New Lot 6 (Section 18) SRW**



## DISTRICT USE AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2019

### BETWEEN:

**DISTRICT OF HUDSON'S HOPE**, a district municipality under the *Local Government Act*, and incorporated pursuant to the laws of the Province of British Columbia

(the "**District**")

### AND:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a corporation constituted under the authority of the *Hydro and Power Authority Act*

(the "**BC Hydro**")

### WHEREAS:

- A. BC Hydro is, or may become, the fee simple owner of certain lands within the District of Hudson's Hope;
- B. BC Hydro is, or may become, the grantee of certain incorporeal hereditaments within the District of Hudson's Hope; and
- C. The parties now wish to enter into this Agreement to set out the terms and conditions pursuant to which the District will have certain *in personam* rights to transiently use certain lands owned by, and rights of way secured by, BC Hydro.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sum of \$10.00 paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged), the parties hereto covenant and agree as follows:

## ARTICLE 1 - INTERPRETATION

### 1.1 Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "**Applicable Laws**" means all applicable federal, provincial, regional, municipal and local laws, statutes, regulations, bylaws, orders, directives, protocols, codes of practices, guidelines, standards, policies, permits, and approvals of any kind;
- (b) "**BC Hydro**" means the British Columbia Hydro and Power Authority;
- (c) "**BC Hydro Parties**" means BC Hydro and its predecessors, successors and assigns and the directors, officers, employees, servants and delegates of any of the foregoing;

- (d) **“BC Hydro Works”** means all structures, improvements, infrastructure and works of BC Hydro for the purpose of protecting the Hudson’s Hope shoreline from erosion and includes, without limitation, all things and components, in any combination and using any type of technology or means, necessary or convenient therefor, including the use of gravel fill, cobble rock and rip-rap, excavation and grading for a granular berm, and all related works necessary for or related or ancillary to the foregoing;
- (e) **“Claim”** means any actual, potential or threatened claim, demand, suit, action, cause of action, cost recovery action, proceeding, investigation, charge, ticket, summons, citation, direction, inquiry, order, pollution abatement order, pollution prevention order, remediation order, notice, any administrative or regulatory requirement or determination of any kind whatsoever and any other assertion of or with respect to liability or responsibility of any kind whatsoever or whensoever arising, asserted or threatened, formally or informally, pursuant to or based upon Applicable Laws, or pursuant to any agreement or contract or at common law or in equity (whether arising in respect of tort, contract or otherwise);
- (f) **“Contaminants”** means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (**“PCBs”**), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;
- (g) **“Day Use Area”** means those lands shown in heavy black outline on the plan deposited in the Land Title Office under number EPP93280, a copy of which is attached hereto as Schedule “A”;
- (h) **“District Parties”** means the District, its officers, invitees (including every member of the general public except as specifically limited by BC Hydro or the District at any time or from time to time), licensees, employees, servants, and agents;
- (i) **“Emergency Use Area”** means the gravel surface of the berm structure that is capable of supporting vehicle loads constructed or to be constructed and maintained by BC Hydro as part of the BC Hydro Works, including for greater certainty those portions of the Trail Area capable of supporting vehicle loads;
- (j) **“Environment”** includes the air (including all layers of the atmosphere), lands (including soil, sediments, fill, lands submerged under water, buildings, improvements and structures), water (including oceans, lakes, rivers, streams, groundwater and surface water), and all other external conditions and influences under which humans, animals and plants live or are developed;
- (k) **“Environmental Damage”** means any environmental loss, injury or damage done to the Lands or the property of others (including to air, water, groundwater, soil, sediment, animal and plant life) resulting from the use of the Day Use Area and/or Trail Area by the District Parties or any others for whom the District is responsible at law, including the release or disturbance of any Contaminants that exceed standards established by Environmental

Laws, an adverse effect on the health of any person, loss of enjoyment or normal use of property, or interference with the normal conduct of business;

- (l) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Day Use Area and/or Trail Area now or hereafter in force relating in any way to the Environment, environmental assessment, Contaminants, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (m) **“Expenses”** means all liabilities, obligations, duties, losses (including economic loss), damages, costs, expenses (including legal fees and expenses on a solicitor and own client basis), penalties, fines and monetary sanctions and all amounts paid to settle a Claim, or to satisfy any judgment, order, decree, directive, award or other obligation to pay any amount of whatever nature or kind;
- (n) **“Government Authority”** means any federal, provincial, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;
- (o) **“Lands”** means the lands in the District of Hudson’s Hope owned by BC Hydro in fee simple from time to time and on which the BC Hydro Works or the Public Works are located;
- (p) **“Owner”** means the owner(s) in fee simple or any lessor(s) or other party(ies) with rights in priority to BC Hydro in respect to the SRW Lands from time to time;
- (q) **“Public Works”** means all improvements intended from time to time to be used by the general public on the Lands including, without limitation, picnic and small craft launch facilities;
- (r) **“Release”** means release, spill, leak, discharge, escape, bury, place, or any other similar action;
- (s) **“SRW Lands”** means the lands on which the BC Hydro Works are located, other than the Lands;
- (t) **“Term”** has the meaning ascribed to it in Section 2.3 of this Agreement; and
- (u) **“Trail Area”** means the Day Use Area (but excluding the Public Works located thereon), and the gravel surface of the berm structure constructed or to be constructed and maintained by BC Hydro as part of the BC Hydro Works and located on and easterly of the lands legally described as PID: 009-215-166 Lot 1 District Lot 420 Cariboo District Situate Within Peace River District Plan 21846, all as approximately shown on those areas labelled “Trail Area” in the plan attached hereto as Schedule “B”. For greater certainty, the Trail Area does not include that portion of the BC Hydro Works located on lands west of the lands legally described as PID: 009-215-166 Lot 1 District Lot 420 Cariboo District Situate Within Peace River District Plan 21846.

## **1.2 Interpretation**

In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licencees and invitees of such party, wherever the context so requires or allows;
- (e) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”; and
- (f) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.

## **1.3 Schedules**

The following schedules are attached to and forms part of this Agreement:

Schedule “A” - Day Use Area

Schedule “B” - Trail Area

## **ARTICLE 2 – GRANT OF LICENSE**

### **2.1 Grant**

Subject to the rules and regulations made by BC Hydro from time to time, BC Hydro grants a non-exclusive license during the Term as follows:

- (a) for the District Parties to transiently pass over and use the Trail Area at ground level by foot on a year-round basis, provided that the District Parties will not use motorized vehicles, except wheelchairs or motorized scooters or similar conveyances used exclusively by persons with disabilities, on the Trail Area, and provided further that the District Parties will use the Trail Area only in the manner that the District Parties typically use public trails to walk and rest for recreational purposes;
- (b) for the District Parties to transiently pass over and use the Day Use Area (including for greater certainty the Public Works located thereon) at ground level during seasonal periods only (approximately mid-May to mid-September, as determined by BC Hydro acting reasonably), provided that the District Parties will not use motorized vehicles in areas not specifically designated thereof by BC Hydro, except wheelchairs or motorized scooters or similar conveyances used exclusively by persons with disabilities, and provided further

that the District Parties will use the Day Use Area only in the manner that the District Parties typically use day use areas for seasonal recreational purposes; and

- (c) for the District to pass over and use the Day Use Area and the Emergency Use Area for emergency purposes, using emergency vehicles and equipment as required.

## **2.2 Limitations**

The District agrees that:

- (a) the use of the Trail Area and the Day Use Area by the District Parties will be specifically subject to the rules and regulations promulgated from time to time by BC Hydro;
- (b) the District Parties shall use the Trail Area and the Day Use Area at their own risk. The District acknowledges that BC Hydro may, but shall not be obligated to, plough snow on the Trail Area or the Day Use Area;
- (c) the District shall use the Emergency Use Area at its own risk. The District acknowledges that BC Hydro may, but shall not be obligated to, plough snow on the Emergency Use Area;
- (d) the exercise of any rights granted pursuant to section 2.1 hereof will not interfere in any way with the BC Hydro Works or access thereto;
- (e) the BC Hydro Works do not and will not constitute an interference with the rights granted to the District Parties herein;
- (f) nothing herein shall entitle the District Parties to exclusive use of possession of the Trail Area or the Day Use Area;
- (g) BC Hydro may gate, fence or otherwise secure the Trail Area and/or the Day Use Area or any part(s) thereof;
- (h) BC Hydro may temporarily suspend the right of the District Parties or any other party from using the Trail Area or the Day Use Area, or any portion thereof, during construction or maintenance of the BC Hydro Works or other works, or in the event of an emergency;
- (i) BC Hydro may temporarily suspend the right of the District from using the Emergency Use Area or any portion thereof, during construction or maintenance of the BC Hydro Works or other works;
- (j) the District shall ensure all litter, waste or other trash on and along the Trail Area is collected and disposed of;
- (k) the rights of the District Parties under this Agreement are at all times subject to:
  - (i) the rights and interests of BC Hydro; and
  - (ii) the legal notations, charges, liens and interests, including, without limitation those rights, exceptions and reservations pursuant to Section 23 of the *Land Title Act*;

- (l) to the extent that any of the District Parties' activities compromise, in the opinion of BC Hydro acting reasonably, the BC Hydro Works, the District will cease or alter, or cause to be ceased or altered, such activities upon receipt of a written notice from BC Hydro; and
- (m) if any third party consents, such as, without limitation, any upland owner's consent, is required for the District Parties to exercise any rights herein granted such consents shall be the sole responsibility of the District and shall be obtained at the sole cost and expense of the District.

### **2.3 Term**

The term of this Agreement shall commence on the date specified in a written notice given by BC Hydro to the District following construction of the BC Hydro Works and Day Use Area, provided that such commencement date shall be no later than the commencement of the filling of the Site C reservoir, and such term shall continue for a period of Nine Hundred and Ninety-Nine (999) years unless terminated in accordance with this Agreement (the "**Term**"), PROVIDED HOWEVER that the small craft launch facilities on the Day Use Area shall not be available for use by the District Parties until BC Hydro has assessed such facilities for public safety after the filling of the Site C reservoir and has provided written notice to the District that the small craft launch facilities are open for use by the District Parties.

### **2.4 Termination**

This Agreement may be terminated by BC Hydro if the BC Hydro Works or any material component thereof permanently cease to be operational.

## **ARTICLE 3 –THE DISTRICT'S COVENANTS**

### **3.1 District's Covenants**

The District:

- (a) will ensure that the use of the Trail Area and the Day Use Area by the District Parties complies with all Applicable Laws;
- (b) will ensure that the use of Trail Area and the Day Use Area by the District Parties do not interfere with the BC Hydro Works;
- (c) will not commit or allow any waste or destruction of the Trail Area or the Day Use Area by the District Parties, or do or permit to be done anything on the Trail Area or the Day Use Area that may be or become a nuisance or annoyance to BC Hydro, the Owners or occupiers of the Lands, the SRW Lands or any adjacent lands;
- (d) will comply with and cause the District Parties to comply with any rules and regulations promulgated from time to time by BC Hydro in respect of the use and administration of the Trail Area and/or the Day Use Area; and
- (e) in the event of an emergency for which the District uses the Emergency Use Area as permitted hereunder, will provide notice to BC Hydro of the nature of the emergency and of the District's activities in respect of the emergency at its earliest possible opportunity.

## **ARTICLE 4 –ENVIRONMENTAL AND CONDITION**

### **4.1 Condition of Trail Area, Day Use Area and Emergency Use Area**

The District acknowledges and agrees that BC Hydro has made no covenants, representations or warranties with respect to the condition of the Trail Area, the Day Use Area or the Emergency Use Area, and the use of the same by the District Parties, as may be applicable, is on a completely “as is, where is” basis. Prior to using or permitting the use of the Trail Area, the Day Use Area or the Emergency Use Area under this Agreement, the District will have satisfied itself as to the condition of the Trail Area, the Day Use Area or the Emergency Use Area, as applicable.

### **4.2 Environmental Covenants**

The District covenants and agrees with BC Hydro that it will:

- (a) promptly and strictly comply, and cause any person for whom it is in law responsible to comply with all Environmental Laws regarding the use and occupancy of the Trail Area and the Day Use Area, including obtaining and complying with all required permits or other authorizations;
- (b) accept responsibility for any Environmental Damage caused by any of the District Parties’ use of the Trail Area, the Day Use Area and/or the Emergency Use Area and by anyone for whom the District is responsible at law, whether authorized or unauthorized;
- (c) promptly notify BC Hydro if the District has knowledge, or has reasonable cause to believe that:
  - (i) any Contaminants have been Released on, or have otherwise come to be located on, under or about any part of the Lands, the SRW Lands or the Day Use Area or Trail Area, or
  - (ii) any charge, order, investigation, or notice of violation or non-compliance has been issued against the District or relating to the use of the Trail Area and/or the Day Use Area under any Environmental Laws, or of any notice, claim, action or other proceeding by any third party against the District or in respect of the Trail Area and/or the Day Use Area concerning any Contaminant allegedly released from or related to the Trail Area and/or the Day Use.

## **ARTICLE 5 – EMERGENCIES**

### **5.1 Emergency Measures by BC Hydro**

In an emergency:

- (a) BC Hydro may take all measures necessary to respond to the emergency, however, BC Hydro shall provide notice to the District of the nature of the emergency and of BC Hydro’s activities in respect of the emergency at its earliest possible opportunity; and
- (b) BC Hydro may require the District to cease or restrict, or cause to be ceased or restricted, activities on the Trail Area, the Day Use Area and/or the Emergency Use Area by the District Parties, as applicable, for such temporary periods as, in BC Hydro’s sole opinion, are required to address the emergency.

## **ARTICLE 6– RELEASE AND INDEMNITY**

### **6.1 Release**

The District hereby:

- (a) fully remises, releases and forever discharges the BC Hydro Parties and each of them from any and all Claims and any and all Expenses (whether or not relating to or resulting from a Claim) whenever occurring or caused which the District or any other person now has or may have arising from or in any way related to:
  - (i) the presence or release of any Contaminants in, on, at or under the Lands and/or the SRW Lands caused or contributed to by the District Parties at any time;
  - (ii) breach of this Agreement by the District;
  - (iii) the exercise by the District or by those for whom it is responsible at law of the rights granted under this Agreement; and
  - (iv) any personal injury, death, property loss or property damage occurring on or about the Trail Area, the Day Use Area and/or the Emergency Use Area or other loss or damage, including economic and/or consequential; and
- (b) covenants not to, directly or indirectly, make or assist in making any Claim against any of the BC Hydro Parties, or against any other person who may have a right of contribution or indemnity against any of the BC Hydro Parties, in respect of or in any way related to the foregoing.

### **6.2 Indemnity**

The District hereby agrees to fully indemnify and save harmless the BC Hydro Parties and each of them from and against all Claims and all Expenses which at any time may be suffered by or made against any of the BC Hydro Parties, directly or indirectly to the extent caused by or resulting from:

- (a) any breach of the District's obligations under this Agreement,
- (b) any breach of Environmental Laws (including any Release or alleged Release of Contaminants into the Environment) at or from the Trail Area, the Day Use Area and/or the Emergency Use Area by the District Parties;
- (c) any negligent act or willful misconduct of the District Parties; and
- (d) any personal injury, death, property loss or property damage occurring on or about the Trail Area, the Day Use Area and/or the Emergency Use Area to the extent caused by the negligent act or wilful misconduct of the District Parties,

other than Claims and Expenses resulting from the negligence or wilful misconduct of one or more of the BC Hydro Parties.

### **6.3 Survival**



The release and indemnities set out in this Article 6 shall survive the expiry or termination of this Agreement.

## **ARTICLE 7 – INSURANCE**

### **7.1 Insurance**

The District will, at its cost, take out and maintain in full force and effect the following insurance policies:

- (a) Commercial General Liability insurance on an occurrence form for an amount not less than \$5,000,000.00 per occurrence applying to the activities carried on, in and from the Trail Area and/or the Day Use Area by the District Parties and which coverage will include liability assumed under contract, claims for personal injury, broad form property damage, non-owned automobile liability, and products and completed operations with respect to the use by the District Parties of the Trail Area and/or the Day Use Area. Where such further risk exists, the policy will provide coverage for damage to existing structures, sudden and accidental pollution, and forest fire fighting expense liability. The policy will name BC Hydro as an additional insured and will contain a cross liability and severability of interest clause; and
- (b) any other form of insurance as BC Hydro may reasonably require from time to time in amounts and for perils against which a prudent transferee would protect itself in similar circumstances.

### **7.2 Insurance Policy Requirements**

All policies of insurance referred to herein:

- (c) will be considered primary with respect to the District's activities, and all deductibles and self-insured retentions shall be borne by the District;
- (d) will, where applicable, contain a waiver of subrogation rights which the District's insurer(s) may have against BC Hydro; and
- (e) will include an undertaking by the insurers to notify BC Hydro, in writing, not less than 30 days prior to any cancellation or other termination thereof, or any change which restricts or reduces the coverage afforded thereby, and will be on policy forms satisfactory to BC Hydro and underwritten by insurers legally permitted to transact business in the province of British Columbia that are acceptable to BC Hydro.

### **7.3 Insurance Certificates**

If requested by BC Hydro, the District agrees to provide BC Hydro with certificates of insurance that confirm compliance by the District with the insurance requirements set out herein, including proof of renewal of each policy.

## **ARTICLE 8 – DEFAULT**

### **8.1 Notice of Default**

If the District should fail to comply with any of its obligations under this Agreement, BC Hydro may notify the District in writing that the District is in default and instruct the District to correct the default within 15 days or within another time period mutually agreed to by the parties.

## **8.2 District's Correction of a Default**

If the correction of a default referred to in section 8.1 cannot be completed by the date specified in the notice, the District will only be in compliance with this Agreement and BC Hydro's instructions if the District:

- (a) immediately takes all reasonable steps to begin to correct the default;
- (b) provides BC Hydro with a schedule reasonably acceptable to BC Hydro for such correction; and
- (c) completes the correction in accordance with such schedule.

## **8.3 BC Hydro's Correction of a Default**

If the District fails to correct a default as contemplated in section 8.2, BC Hydro may, upon giving the District 15 days' written notice, or immediately in the case of a real or a reasonably perceived emergency, carry out such works and undertake such actions as BC Hydro deems necessary to correct the default. If BC Hydro carries out works pursuant to this section 8.3, the District will reimburse BC Hydro for BC Hydro's cost of carrying out such works, plus a 5% administration fee, within ten (10) days of receiving a written request by BC Hydro for the same.

# **ARTICLE 9 - NOTICES**

## **9.1 Notices**

Any notice or communication required to be given by a party under this Agreement shall be given by courier or electronic transmission, or if mailed, by registered letter, prepaid to the party at its respective addresses as follows:

- (a) If to BC Hydro:  
British Columbia Hydro and Power Authority  
12<sup>th</sup> Floor - 333 Dunsmuir Street  
Vancouver BC V6B 5R3  
  
Attention: Senior Manager, Properties
- (b) If to the District:  
District of Hudson's Hope  
Box 330, 9904 Dudley Drive  
Hudson's Hope, BC V0C 1V0  
  
Attention: Chief Administrative Officer, District of Hudson's Hope  
Email: [cao@hudsonshope.ca](mailto:cao@hudsonshope.ca)

or such other address as may be furnished from time to time by a party. Any notice, if delivered by courier or electronic transmission, shall be deemed to have been given or made on the date delivered and if mailed correctly, shall be deemed to have been received on the third (3<sup>rd</sup>) business day after mailing. In the event of actual or imminent disruption of postal service, any notice shall be delivered by courier or electronic transmission.

## **ARTICLE 10 –LIENS**

### **10.1 Liens**

The District will cause to be discharged any lien, encumbrance or charge upon the Lands which arises out of the use of the Trail Area and/or the Day Use Area by the District or by those for whom the District is responsible at law. If the District fails to do so within 10 days after the date the District first has knowledge of any lien, encumbrance or charge, BC Hydro may, at the District's sole cost, cause such lien, encumbrance or charge to be discharged.

## **ARTICLE 11 – GENERAL**

### **11.1 Governing Law**

This Agreement will be governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable herein.

### **11.2 No Prejudice**

Nothing contained or implied herein will prejudice or affect the rights and powers of BC Hydro or the District in the exercise of their functions under any statutes, bylaws, orders or regulations.

### **11.3 Severability**

If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

### **11.4 Waiver**

No condoning, excusing or waiver by either party hereto of any default, breach or non-observance by the other party hereto at any time or times in respect of any covenant, provision or condition herein contained will operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.

### **11.5 Further Assurances**

The parties hereto will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

### **11.6 Relationship of parties**

The parties agree and acknowledge that they are not partners in any business or a joint-venture or a member of a joint or common enterprise.

### **11.7 Interest**

If the District fails to pay any amount owing to BC Hydro under this Agreement within ten (10) days of receiving a written request by BC Hydro for the same, such amount will be considered to be in arrears and

will bear interest at the rate of 2% per annum above the prime rate, calculated monthly not in advance, from the date due until paid.

#### **11.8 Enurement**

This Agreement will bind and benefit each party and its respective heirs, administrators, executors, successors and in the case of the District, its permitted assigns, and in the case of BC Hydro, its assigns.

#### **11.9 Time of Essence**

Time is of the essence of this Agreement.

#### **11.10 Counterparts and Execution**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

#### **11.11 Modification**

Any modification of this Agreement must be in writing and signed by both parties.

#### **11.12 No Fettering or Derogation**

Nothing contained in this Agreement shall fetter in any way the discretion of the Council of the District of Hudson's Hope or shall derogate from, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to any statute or bylaw.

#### **11.13 Entire Agreement**

This Agreement is the complete agreement of the parties concerning the subject matter and supersedes any such prior agreements; may not be amended except in writing signed by the parties; and is executed by authorized representatives of the parties.

**IN WITNESS** of this Agreement the parties have executed this Agreement on the date first above written.

*Execution page(s) follow on next page(s).*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date noted on page one.

**DISTRICT OF HUDSON'S HOPE**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE "A"**

Plan of the Day Use Area

[Attach registered plan EPP93280]







## Trail Area





**Terms of Instrument - Part 2**

**RECITALS:**

- A. The Owner is the registered and beneficial owner of the Land;
- B. The Owner has agreed to grant the following statutory right of way pursuant to Section 218 of the *Land Title Act*, which is necessary for the operation and maintenance of BC Hydro's undertaking; and
- C. Pursuant to Section 219 of the *Land Title Act*, the Owner has agreed to grant a covenant over the Land to further restrict the use of the Land.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, the parties agree as follows:

1. In this agreement (the "**Agreement**") the following terms shall have the meanings below:

**"Authorized Persons"** means BC Hydro and its directors, officers, employees, agents, operators, managers, contractors, subcontractors, invitees and licensees;

**"BC Hydro"** means the Transferee(s) named in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes BC Hydro's successors and assigns;

**"Land"** means the land described in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1;

**"Losses"** means all liabilities, damages (including damages of a direct, indirect, special, punitive or consequential nature), financial or economic losses, actions, causes of action, proceedings, claims, demands, injuries (including personal injuries and injuries causing death), property damage (real or personal), orders, costs, fines, charges, expenses and fees (including legal fees and expenses on a solicitor-and-own-client basis) and any other losses of whatsoever nature or kind, whether direct or indirect;

**"Owner"** means the Transferor(s) named in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes the Owner's successors (including successors-in-title) and assigns;

**"Plant"** means "plant" as defined in the *Hydro and Power Authority Act*;

**"Site C Dam"** means the dam constructed or to be constructed on the Peace River approximately 80 km downstream of the Peace Canyon Dam and any related works, structures or Plant;

**"Works"** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of protecting the shoreline from erosion, including the use of gravel fill, cobble rock and rip-rap, excavation and grading for a granular berm, and all related works necessary for or related or ancillary to the foregoing; and

“**Works Area**” means those portions of the Land within and upon which the Works are located.

2. Pursuant to Section 218 of the *Land Title Act*, the Owner grants in perpetuity to BC Hydro the full and free right, liberty and statutory right of way over the Land for BC Hydro by itself or by or through any one or more of the other Authorized Persons:

- (a) to excavate for, construct, install, replace, upgrade, operate, maintain, monitor, remove and repair the Works on, in, under, through, over or across the Works Area from time to time;
- (b) to clear the Works Area and to keep it cleared of any trees or growth;
- (c) to clear the Works Area and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro might:
  - (i) interfere with the exercise of its rights;
  - (ii) damage or weaken the Works; or
  - (iii) impair the vertical or lateral support of the Works or impair the purpose or function of any part of the Works;
- (d) to saturate, permeate, overflow, flood and cover the Works Area with the flood, slack or backwater created by the Site C Dam;
- (e) to cause debris to be deposited in connection with overflowing or flooding;
- (f) to cause ground water changes;
- (g) to erect structures and signs, excavate and do any other work as may be desirable in connection with navigation, flood control, debris management, environmental management, conservation management or the operation, maintenance, repair or replacement of the Site C Dam and related reservoir;
- (h) to pass and repass on, over, above, below or through the Works Area with or without vehicles, machines, equipment and goods;
- (i) to enter onto the Land in the event of an emergency for access to the Works Area; and
- (j) generally to do all acts necessary or incidental in connection with the foregoing,

for purposes related to: (i) the Site C Dam or the reservoir created by the Site C Dam; (ii) controlling water flow; or (iii) any other necessary or incidental act or activity related, directly or indirectly, to the foregoing purposes.

3. BC Hydro covenants with the Owner that BC Hydro will, by itself or by or through any one or more of the other Authorized Persons:

- (a) maintain, and repair the Works and keep them in a safe condition and reasonable repair except for damage caused by the Owner, its contractors or those persons for whom the Owner is responsible at law; and
- (b) indemnify the Owner against all liability incurred by the Owner out of any claim made by any person for injury or harm to persons or property caused by the negligence or willful act of BC Hydro in the exercise of its rights under this Agreement on the following conditions:
  - (i) the Owner will immediately provide written notice of the claim to BC Hydro and resist that claim if and to the extent required by BC Hydro. BC Hydro will reimburse the Owner for all reasonable and necessary costs incurred by the Owner in resisting such claim; and
  - (ii) BC Hydro will not indemnify the Owner in respect of any claim for injury or harm to persons or property caused by the Owner's breach of this Agreement or by the negligence or willful act of the Owner, its contractors or those persons for whom the Owner is responsible at law.

4. BC Hydro covenants with the Owner that notwithstanding Section 1 of this Agreement it will not place Works anywhere upon or within the Land, other than within that portion of the Land as shown approximately in black outline and hatched on the plan attached as Schedule A to this Agreement, unless permission has been provided by the Owner.

5. The Owner covenants and agrees with BC Hydro, as a covenant in favour of BC Hydro granted pursuant to Section 219 of the *Land Title Act*, with the intention and agreement of the Owner that the provisions hereof be annexed to and run with and be a charge on the Land, that the Owner:

- (a) acknowledges that natural erosion and slope stability hazards above the Works on the Land may continue to exist, notwithstanding the presence of the Works on the Land;
- (b) will not do or permit to be done on the Land any act or thing which in the reasonable opinion of BC Hydro might:
  - (i) interfere with or adversely affect the rights granted to BC Hydro by this Agreement; or
  - (ii) damage, weaken or remove any part of the Works, impair the vertical or lateral support of the Works or impair the purpose or function of any part of the Works;

and, in particular, without limitation, covenants not to:

- (A) diminish or increase the ground elevation in the Works Area by any method including piling any material or creating any excavation, drain or ditch in the Works Area;
- (B) make, place, erect or maintain, or permit to be made, placed, erected or maintained, any building, structure, material or thing in the Works Area;
- (C) remove or permit the removal of any aggregate, minerals, coal, petroleum or natural gas;
- (D) conduct or permit any exploration, development or extraction activities for mines, minerals, coal, petroleum or natural gas;
- (E) drill or permit the drilling of any wells in the Works Area; or
- (F) build or permit the construction of any docks or boat launches,

unless the Owner has received BC Hydro's prior written consent, which consent may be withheld in BC Hydro's sole discretion or may be given subject to terms and conditions;

- (c) at its sole cost, will promptly and diligently remedy any breach of this Agreement by the Owner or those for whom it is responsible at law;
- (d) will fully indemnify and save harmless the Authorized Persons from and against any and all Losses, directly or indirectly caused by, resulting from or attributable to any non-compliance by the Owner with any provision of this Agreement; and
- (e) will do or cause to be done at its expense all acts reasonably necessary for this Agreement to have priority over all liens, charges and encumbrances registered against the Land (except any in BC Hydro's favour).

6. The parties agree that:

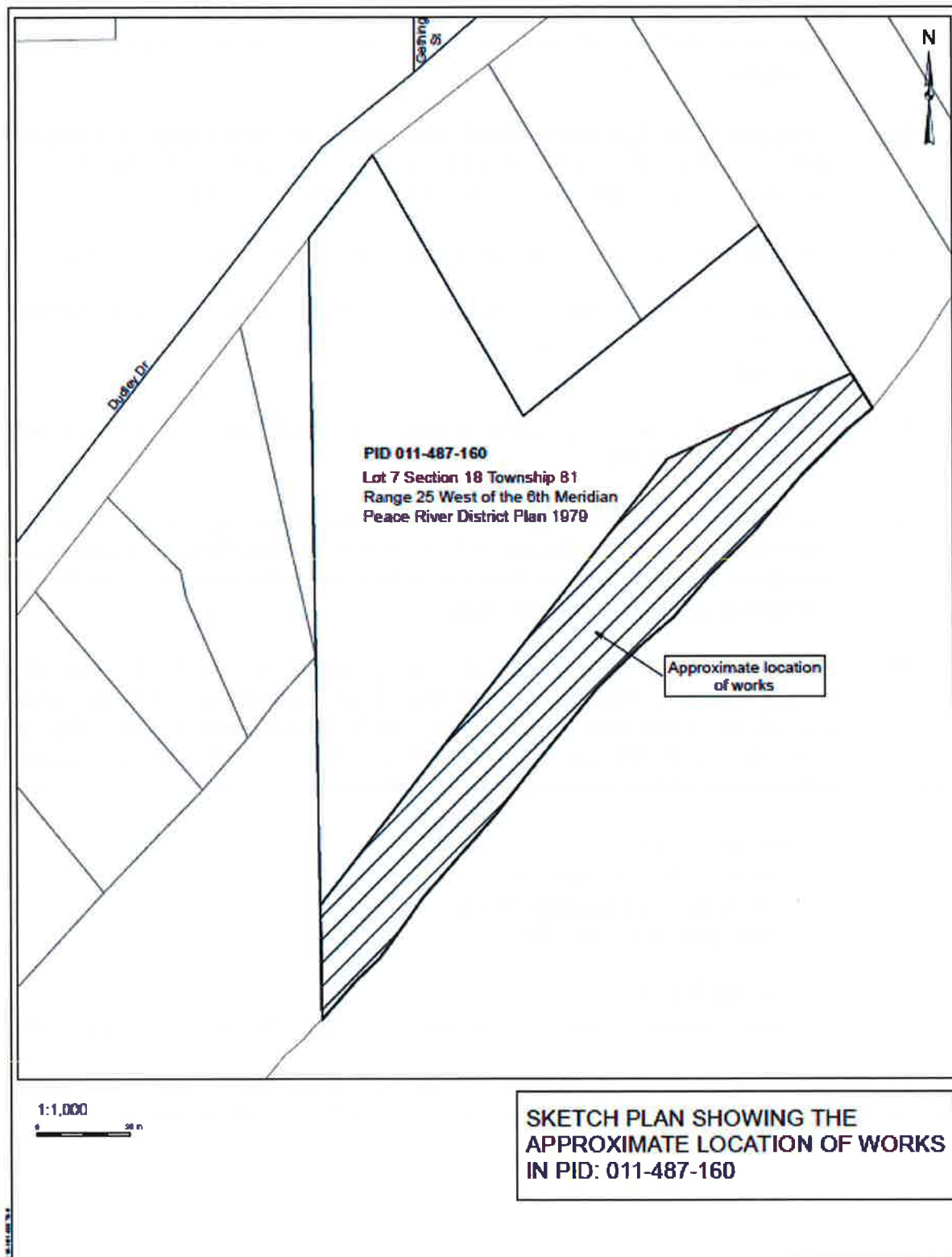
- (a) title to all timber cut on the Land and all things destroyed or disposed of by BC Hydro in the exercise of its rights under this Agreement shall vest in BC Hydro;
- (b) they will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances reasonably necessary to give proper effect to the intent of this Agreement;
- (c) rights granted under this Agreement are annexed to, run with, and are a charge upon the Land;
- (d) where the word "Owner" includes more than one person, all of the Owner's covenants shall be construed as being joint and several;

- (e) this Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and that the Courts of British Columbia shall have exclusive jurisdiction to determine any disputes arising therefrom;
- (f) any reference to an enactment of the Province of British Columbia in this Agreement shall include any subsequent enactment of the Province of British Columbia of like effect;
- (g) if any part of this Agreement is held or declared by a court of competent jurisdiction to be void or unenforceable, such part shall be severed from this Agreement and the balance of this Agreement shall survive and be enforceable;
- (h) a waiver of any breach of this Agreement is only effective if it is in writing;
- (i) nothing in this Agreement will in any way adversely affect any rights, powers or privileges, including any expropriation powers that BC Hydro may have under any legislation;
- (j) notwithstanding anything to the contrary, the Works installed will remain the property of BC Hydro;
- (k) nothing contained in this Agreement shall fetter in any way the discretion of the Council of the District of Hudson's Hope or shall derogate from, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to any statute or bylaw; and
- (l) all notices required to be given under this Agreement, whether by BC Hydro or the Owner will be considered to have been received on the day it is delivered or considered to have been given and received by the addressee seven (7) days after being mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:
  - (i) if to BC Hydro:  
Manager, Site C Properties  
12th Floor, 333 Dunsmuir Street  
Vancouver, B. C. V6B 5R3
  - (ii) if to the Owner:  
To the address shown on title to the Land as recorded in the Land Title Office.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been executed on one or more pages of the attached Form C- General Instrument.

**SCHEDULE A**

Drawing of Approximate Location of the Works



END OF DOCUMENT



**Terms of Instrument - Part 2**

**RECITALS:**

- A. The Owner is the registered and beneficial owner of the Land;
- B. The Owner has agreed to grant the following statutory right of way pursuant to Section 218 of the *Land Title Act*, which is necessary for the operation and maintenance of BC Hydro's undertaking; and
- C. Pursuant to Section 219 of the *Land Title Act*, the Owner has agreed to grant a covenant over the Land to further restrict the use of the Land.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, the parties agree as follows:

1. In this agreement (the "**Agreement**") the following terms shall have the meanings below:

**"Authorized Persons"** means BC Hydro and its directors, officers, employees, agents, operators, managers, contractors, subcontractors, invitees and licensees;

**"BC Hydro"** means the Transferee(s) named in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes BC Hydro's successors and assigns;

**"Land"** means the land described in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1;

**"Losses"** means all liabilities, damages (including damages of a direct, indirect, special, punitive or consequential nature), financial or economic losses, actions, causes of action, proceedings, claims, demands, injuries (including personal injuries and injuries causing death), property damage (real or personal), orders, costs, fines, charges, expenses and fees (including legal fees and expenses on a solicitor-and-own-client basis) and any other losses of whatsoever nature or kind, whether direct or indirect;

**"Owner"** means the Transferor(s) named in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes the Owner's successors (including successors-in-title) and assigns;

**"Plant"** means "plant" as defined in the *Hydro and Power Authority Act*;

**"Site C Dam"** means the dam constructed or to be constructed on the Peace River approximately 80 km downstream of the Peace Canyon Dam and any related works, structures or Plant;

**"Works"** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of protecting the shoreline from erosion, including the use of gravel fill, cobble rock and rip-rap, excavation and grading for a granular berm, and all related works necessary for or related or ancillary to the foregoing; and

**“Works Area”** means those portions of the Land within and upon which the Works are located.

2. Pursuant to Section 218 of the *Land Title Act*, the Owner grants in perpetuity to BC Hydro the full and free right, liberty and statutory right of way over the Land for BC Hydro by itself or by or through any one or more of the other Authorized Persons:

- (a) to excavate for, construct, install, replace, upgrade, operate, maintain, monitor, remove and repair the Works on, in, under, through, over or across the Works Area from time to time;
- (b) to clear the Works Area and to keep it cleared of any trees or growth;
- (c) to clear the Works Area and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro might:
  - (i) interfere with the exercise of its rights;
  - (ii) damage or weaken the Works; or
  - (iii) impair the vertical or lateral support of the Works or impair the purpose or function of any part of the Works;
- (d) to saturate, permeate, overflow, flood and cover the Works Area with the flood, slack or backwater created by the Site C Dam;
- (e) to cause debris to be deposited in connection with overflowing or flooding;
- (f) to cause ground water changes;
- (g) to erect structures and signs, excavate and do any other work as may be desirable in connection with navigation, flood control, debris management, environmental management, conservation management or the operation, maintenance, repair or replacement of the Site C Dam and related reservoir;
- (h) to pass and repass on, over, above, below or through the Works Area and/or the Land with or without vehicles, machines, equipment and goods;
- (i) to enter onto the Land for access to the Works Area, the Works and/or neighboring land, and to construct temporary access roads on the Land in respect of the same for construction purposes;
- (j) to cut back slopes on the Land and remove soil and debris from the Land;
- (k) to seed the slopes at the Land and plant flora thereon;

- (l) to place and install shoring, netting, underpinning and/or other methods of securing the slopes at the Land as deemed necessary or desirable by BC Hydro and to monitor, inspect and repair or replace the same;
- (m) to install, monitor, repair and/or replace from time to time geotechnical monitoring equipment, well monitoring equipment and other instrumentation at the Land; and
- (n) generally to do all acts necessary or incidental in connection with the foregoing,

for purposes related to: (i) the Site C Dam or the reservoir created by the Site C Dam; (ii) controlling water flow; or (iii) any other necessary or incidental act or activity related, directly or indirectly, to the foregoing purposes.

3. BC Hydro covenants with the Owner that BC Hydro will, by itself or by or through any one or more of the other Authorized Persons:

- (a) maintain, and repair the Works and keep them in a safe condition and reasonable repair except for damage caused by the Owner, its contractors or those persons for whom the Owner is responsible at law; and
- (b) indemnify the Owner against all liability incurred by the Owner out of any claim made by any person for injury or harm to persons or property caused by the negligence or willful act of BC Hydro in the exercise of its rights under this Agreement on the following conditions:
  - (i) the Owner will immediately provide written notice of the claim to BC Hydro and resist that claim if and to the extent required by BC Hydro. BC Hydro will reimburse the Owner for all reasonable and necessary costs incurred by the Owner in resisting such claim; and
  - (ii) BC Hydro will not indemnify the Owner in respect of any claim for injury or harm to persons or property caused by the Owner's breach of this Agreement or by the negligence or willful act of the Owner, its contractors or those persons for whom the Owner is responsible at law.

4. BC Hydro covenants with the Owner that notwithstanding Section 1 of this Agreement it will not place Works anywhere upon or within the Land, other than within that portion of the Land as shown approximately in black outline and hatched on the plan attached as Schedule A to this Agreement, unless permission has been provided by the Owner.

5. The Owner covenants and agrees with BC Hydro, as a covenant in favour of BC Hydro granted pursuant to Section 219 of the *Land Title Act*, with the intention and agreement of the Owner that the provisions hereof be annexed to and run with and be a charge on the Land, that the Owner:

## Lot 6 (Section 19) Berm Works Agreement

- (a) acknowledges that natural erosion and slope stability hazards above the Works on the Land may continue to exist, notwithstanding the presence of the Works on the Land;
- (b) will not do or permit to be done on the Land any act or thing which in the reasonable opinion of BC Hydro might:
  - (i) interfere with or adversely affect the rights granted to BC Hydro by this Agreement; or
  - (ii) damage, weaken or remove any part of the Works, impair the vertical or lateral support of the Works or impair the purpose or function of any part of the Works;

and, in particular, without limitation, covenants not to:

- (A) diminish or increase the ground elevation in the Works Area by any method including piling any material or creating any excavation, drain or ditch in the Works Area;
- (B) make, place, erect or maintain, or permit to be made, placed, erected or maintained, any building, structure, material or thing in the Works Area;
- (C) remove or permit the removal of any aggregate, minerals, coal, petroleum or natural gas;
- (D) conduct or permit any exploration, development or extraction activities for mines, minerals, coal, petroleum or natural gas;
- (E) drill or permit the drilling of any wells in the Works Area; or
- (F) build or permit the construction of any docks or boat launches,

unless the Owner has received BC Hydro's prior written consent, which consent may be withheld in BC Hydro's sole discretion or may be given subject to terms and conditions;

- (c) at its sole cost, will promptly and diligently remedy any breach of this Agreement by the Owner or those for whom it is responsible at law;
- (d) will fully indemnify and save harmless the Authorized Persons from and against any and all Losses, directly or indirectly caused by, resulting from or attributable to any non-compliance by the Owner with any provision of this Agreement; and
- (e) will do or cause to be done at its expense all acts reasonably necessary for this Agreement to have priority over all liens, charges and encumbrances registered against the Land (except any in BC Hydro's favour).

6. The parties agree that:

- (a) title to all timber cut on the Land and to all things destroyed or disposed of by BC Hydro in the exercise of its rights under this Agreement shall vest in BC Hydro;
- (b) they will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances reasonably necessary to give proper effect to the intent of this Agreement;
- (c) rights granted under this Agreement are annexed to, run with, and are a charge upon the Land;
- (d) where the word "Owner" includes more than one person, all of the Owner's covenants shall be construed as being joint and several;
- (e) this Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and that the Courts of British Columbia shall have exclusive jurisdiction to determine any disputes arising therefrom;
- (f) any reference to an enactment of the Province of British Columbia in this Agreement shall include any subsequent enactment of the Province of British Columbia of like effect;
- (g) if any part of this Agreement is held or declared by a court of competent jurisdiction to be void or unenforceable, such part shall be severed from this Agreement and the balance of this Agreement shall survive and be enforceable;
- (h) a waiver of any breach of this Agreement is only effective if it is in writing;
- (i) nothing in this Agreement will in any way adversely affect any rights, powers or privileges, including any expropriation powers that BC Hydro may have under any legislation;
- (j) notwithstanding anything to the contrary, the Works installed will remain the property of BC Hydro;
- (k) nothing contained in this Agreement shall fetter in any way the discretion of the Council of the District of Hudson's Hope or shall derogate from, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to any statute or bylaw; and
- (l) all notices required to be given under this Agreement, whether by BC Hydro or the Owner will be considered to have been received on the day it is delivered or considered to have been given and received by the addressee seven (7) days after being mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:

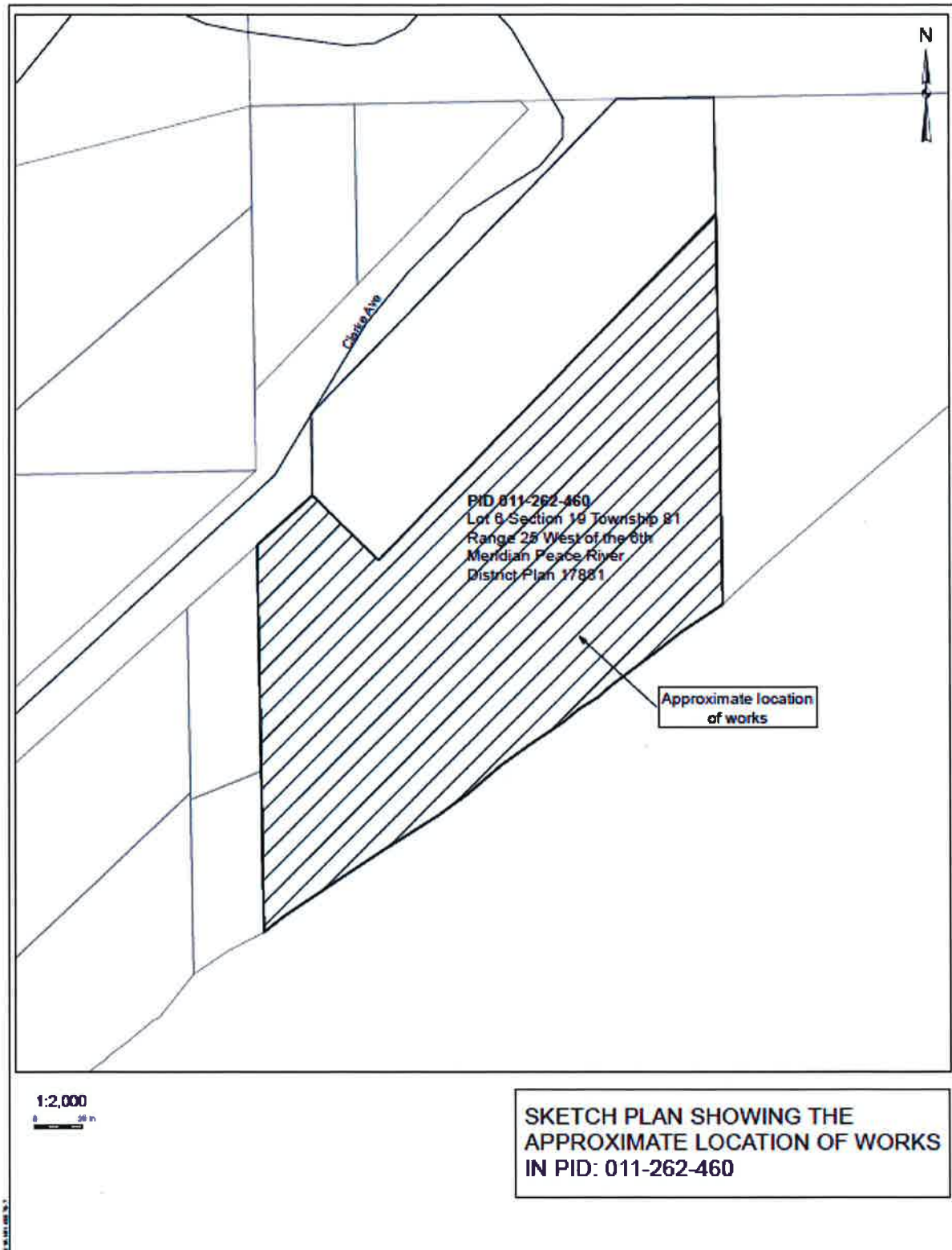
- (i) if to BC Hydro:  
Manager, Site C Properties  
12th Floor, 333 Dunsmuir Street  
Vancouver, B. C. V6B 5R3

- (ii) if to the Owner:  
To the address shown on title to the Land as recorded in the Land Title Office.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been executed on one or more pages of the attached Form C- General Instrument.

**SCHEDULE A**

Drawing of Approximate Location of the Works



END OF DOCUMENT





## IMPACT LINES AGREEMENT

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN:**

**DISTRICT OF HUDSON'S HOPE**, a district municipality under the *Local Government Act*, and incorporated pursuant to the laws of the Province of British Columbia

(the "**District**")

**AND:**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a corporation constituted under the authority of the *Hydro and Power Authority Act*

(**"BC Hydro"**)

**WHEREAS:**

- A. The District is the legal and beneficial owner of the Land, including the Licence Area;
- B. The District has agreed to grant BC Hydro an exclusive licence for BC Hydro and other Authorized Persons to enter, on, under and through the Licence Area for the purpose of undertaking the Activities, on the terms and conditions set out in this Agreement; and
- C. The District's Council has approved this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sum of \$10.00 paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged), the parties hereto covenant and agree as follows:

**1. INTERPRETATION**

1.1 In this Agreement, the following terms have the following meaning:

- (a) "**Activities**" has the meaning ascribed to it in Section 3.1;
- (b) "**Authorized Persons**" means BC Hydro and its directors, officers, employees, agents, operators, managers, contractors, subcontractors, invitees and licensees;
- (c) "**BC Hydro**" has the meaning ascribed to it on Page 1, and includes BC Hydro's successors and assigns;
- (d) "**District**" has the meaning ascribed to it on Page 1;
- (e) "**Land**" means the lands located in the District of Hudson's Hope commonly known as "Alwin Holland Park" with Parcel Identifier No. 011-427-302 and legally described as Lot 1 Section 11 Township 81 Range 26 West of the 6th Meridian Peace River District Plan 17478;

- (f) **“Licence”** has the meaning ascribed to it in Section 3.1;
- (g) **“Licence Area”** means that portion of the Land shown outlined and hatched on the Licence Plan attached hereto as Schedule “A”;
- (h) **“Licence Fee”** has the meaning ascribed to it in Section 5.1;
- (i) **“Losses”** means all liabilities, damages (including damages of a direct, indirect, special, punitive or consequential nature), financial or economic losses, actions, causes of action, proceedings, claims, demands, injuries (including personal injuries and injuries causing death), property damage (real or personal), orders, costs, fines, charges, expenses and fees (including legal fees and expenses on a solicitor-and-own-client basis) and any other losses of whatsoever nature or kind, whether direct or indirect;
- (j) **“Plant”** means “plant” as defined in the *Hydro and Power Authority Act*; and
- (k) **“Site C Dam”** means the dam constructed or to be constructed on the Peace River approximately 80 km downstream of the Peace Canyon Dam and any related works, structures or Plant.

1.2 In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”;
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada; and
- (g) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.

## 2. SCHEDULE

2.1 The following schedule is attached to and forms part of this Agreement:

- (a) Schedule “A” – Licence Plan

### **3. GRANT**

3.1 The District grants to BC Hydro a licence (the “**Licence**”) over the Licence Area for BC Hydro by itself or by or through any one or more of the other Authorized Persons:

- (a) to saturate, permeate, overflow, flood and cover the Licence Area with the flood, slack or backwater created by the Site C Dam;
- (b) to cause debris to be deposited in connection with overflowing or flooding;
- (c) to cause erosion, sloughing, slides and wave action changes;
- (d) to cause ground water changes;
- (e) to remove, destroy or dispose of any buildings, structures, timber, obstructions, accumulations or other things;
- (f) to plant riparian vegetation;
- (g) to erect structures and signs, excavate and do any other work as may be desirable in connection with navigation, flood control, debris management, environmental management, conservation management or the operation, maintenance, repair or replacement of the Site C Dam and related reservoir;
- (h) to carry out geotechnical assessments of any buildings or structures;
- (i) to pass and repass on, over, above, below or through the Land with or without vehicles, machines, equipment and goods; and
- (j) generally to do all acts necessary or incidental in connection with the foregoing,

(collectively, the “**Activities**”),

for purposes related to: (i) the Site C Dam or the reservoir created by the Site C Dam; (ii) controlling water flow; or (iii) any other necessary or incidental act or activity related, directly or indirectly, to the foregoing purposes.

### **4. TERM**

4.1 The term of this Agreement shall commence on the 3rd date of April, 2020, and shall continue for a period of Nine Hundred and Ninety-Nine (999) years.

### **5. LICENCE FEE**

5.1 As consideration for the granting of the Licence, BC Hydro will pay to the District the sum of One Dollar (\$1.00) (“**Licence Fee**”). The parties acknowledge that the Licence Fee will be the only payment required to be paid by BC Hydro to the District for the Licence.

**6. CONDITION OF LICENCE AREA**

- 6.1 The Licence Area is licenced to BC Hydro on an “as-is” basis and the District makes no representations or warranties with respect to the condition of the Licence Area.

**7. NATURE OF LICENCE**

- 7.1 The occupancy of the Licence Area and BC Hydro’s access thereto will under all circumstances be viewed as a licence only and will not create nor be deemed to create any interest in the Land in favour of BC Hydro or any other person.

**8. DISTRICT’S COVENANTS**

- 8.1 The District covenants and agrees with BC Hydro that the District:

- (a) will not within the Licence Area do or permit to be done any act or thing which in the reasonable opinion of BC Hydro will interfere with or adversely affect the rights granted by this Agreement or cause or increase any danger or hazard to persons or property in the Licence Area, and, in particular, without limitation, covenants not to:
  - (i) make, place, erect or maintain, or permit to be made, placed, erected or maintained, any building, structure, material or improvement;
  - (ii) use or allow to be used for the purpose of human habitation any building, structure, or trailer;
  - (iii) remove or permit the removal of any natural vegetation or timber (other than natural vegetation for agricultural and ranching purposes);
  - (iv) remove or permit the removal of any aggregate, minerals, coal, petroleum or natural gas;
  - (v) conduct or permit any exploration, development or extraction activities for mines, minerals, coal, petroleum or natural gas;
  - (vi) drill or permit the drilling of any wells; or
  - (vii) build or permit the construction of any docks or boat launches,
  - (viii) permit or authorize any camping in the Licence Area,unless the District has received BC Hydro’s prior written consent, which consent may be withheld in BC Hydro’s sole discretion or may be given subject to terms and conditions;
- (b) at its sole cost, will promptly and diligently remedy any breach of this Agreement by the District or those for whom it is responsible at law; and
- (c) will fully indemnify and save harmless the Authorized Persons from and against any and all Losses, directly or indirectly caused by, resulting from or attributable to any non-compliance by the District with any provision of this Agreement.

- 8.2 The District agrees that title to all timber cut on the Licence Area and to things destroyed or disposed of by BC Hydro in the exercise of its rights under this Agreement shall vest in BC Hydro.
- 8.3 As a condition of transfer the District (and any subsequent owner of the Land) will obtain from any subsequent owner of the Land an assumption agreement whereby such owner agrees to assume and be bound by all covenants, liabilities and obligations of the District under this Agreement and such assumption agreement shall obligate all future owners to do the same.
- 8.4 Prior to the District transferring its fee simple interest to the Land the District shall notify BC Hydro of such pending transfer with as much time prior to such transfer as is practicably possible and the District shall, as a condition of such transfer, ensure that contemporaneously with such transfer that BC Hydro is permitted to register a statutory right of way pursuant to Section 218 of the *Land Title Act* and a covenant pursuant to Section 219 of the *Land Title Act*, consisting of the same terms and conditions as are contained herein, *mutandis mutatis*.

## 9. NOTICES

- 9.1 Any notice or communication required to be given by a party under this Agreement shall be given by courier or electronic transmission, or if mailed, by registered letter, prepaid to the party at its respective addresses as follows:

- (a) If to BC Hydro:

British Columbia Hydro and Power Authority  
12<sup>th</sup> Floor - 333 Dunsmuir Street  
Vancouver BC V6B 5R3

Attention: Senior Manager, Properties

- (b) If to the District:

District of Hudson's Hope  
Box 330, 9904 Dudley Drive  
Hudson's Hope, BC V0C 1V0

Attention: Chief Administrative Officer, District of Hudson's Hope

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

or such other address as may be furnished from time to time by a party. Any notice, if delivered by courier or electronic transmission, shall be deemed to have been given or made on the date delivered and if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of actual or imminent disruption of postal service, any notice shall be delivered by courier or transmission.

## 10. GENERAL

- 10.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

- 10.2 Nothing contained or implied herein will prejudice or affect the rights and powers of BC Hydro or the District in the exercise of their functions under any statutes, bylaws, orders or regulations.
- 10.3 The parties will do such things and execute such documents and in such form necessary in order to perfect the intention of this Agreement.
- 10.4 This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties irrevocably attorns on the jurisdiction of the courts of the Province of British Columbia.
- 10.5 If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.
- 10.6 No condoning, excusing or waiver by either party hereto of any default, breach or non-observance by the other party hereto at any time or times in respect of any covenant, provision or condition herein contained will operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.
- 10.7 Any modification of this Agreement must be in writing and signed by both parties.
- 10.8 Nothing contained in this Agreement shall fetter in any way the discretion of the Council of the District of Hudson's Hope or shall derogate from, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to any statute or bylaw.
- 10.9 This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Either party (or all of the parties) hereto may execute and deliver an executed copy of this Agreement by facsimile or other electronic transmission, and if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date noted on page one.

**DISTRICT OF HUDSON'S HOPE**

Per: \_\_\_\_\_  
Authorized Signatory

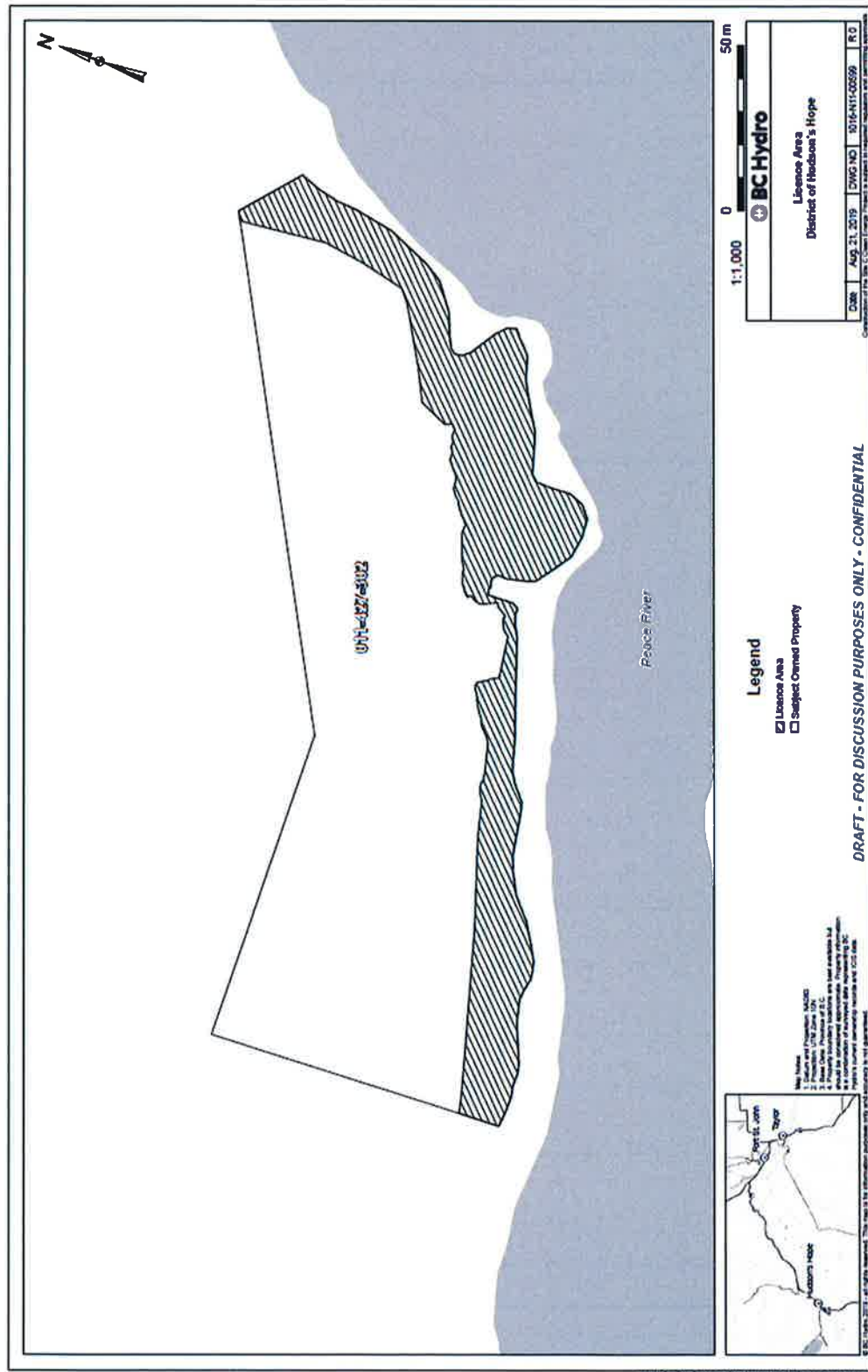
Per: \_\_\_\_\_  
Authorized Signatory

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

## Licence Plan







## STATUTORY RIGHT OF WAY AGREEMENT

THIS INDENTURE is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a corporation  
constituted under the authority of the *Hydro and Power Authority Act*

(hereinafter called the "**Grantor**")

OF THE FIRST PART

AND:

**DISTRICT OF HUDSON'S HOPE**, a district municipality under the *Local Government Act*, and incorporated pursuant to the laws of the Province of British Columbia

(hereinafter called the "**Grantee**")

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the owner of lands and premises, in the District of Hudson's Hope, in the Province of British Columbia, and being more particularly described in Schedule "A" annexed hereto (hereinafter called the "**Lands**"); and
- B. To facilitate the construction, installation, operation, maintenance and repair by the Grantee of one or more underground pipelines and all related valves, structures, metres, fittings, and appliances for the conveyance and discharge of waste water from the Grantee's well water treatment plant, (hereinafter sometimes collectively called the "**Works**"), the Grantor has agreed to permit the construction by the Grantee of the Works on the Lands and to grant for that purpose the statutory right-of-way hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and for other valuable consideration the Grantor, hereby grants unto the Grantee, its successors and assigns a statutory right-of-way and the full, free and unrestricted right and liberty to construct, maintain, operate and replace the Works in, over and upon that portion of the lands shown outlined in heavy black on Right-of-Way Plan No. 16676 (hereinafter called the "**Right-of-Way**").

AND to enter upon the Right-of-Way for the purpose of operating, repairing, maintaining, altering, cleaning and otherwise servicing the Works, including removing, altering, extending, replacing and renewing the same.

TO HAVE AND TO HOLD unto the Grantee its successors and assigns forever.

1. It is mutually understood and agreed by and between the parties hereto that this Indenture shall be construed as a covenant running with the Lands.
2. The Grantor hereby covenants and agrees with the Grantee:
  - (a) That the Grantor will not knowingly do or permit to be done any act or thing which will impair, materially interfere with or injure the Works (or any part thereof) or the operating efficiency thereof;
  - (b) That the Grantor will not diminish or increase the soil cover over any pipe installed in the Right-of-Way without the consent of the Grantee, such consent not to be unreasonably withheld; and
  - (c) That any and all chattels and fixtures installed by the Grantee on the Right-of-Way shall be and shall remain chattels, any rule at law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee.
3. The Grantee covenants and agrees with the Grantor:
  - (a) That, prior to the construction, installation, operation, repair, maintenance, inspection, service, removal, alteration, extension, replacement, or renewal of the Works, the Grantee will provide written notification to the Grantor not less than 72 hours prior to access on the Lands for such purpose, except in the event of an emergency whereupon the Grantee will provide written notification to the Grantor of the nature of the emergency and the Grantee's activities in respect of the emergency at its earliest possible opportunity; and
  - (b) That the Grantee will carry out the construction, installation, operation, repair, maintenance, inspection, service and the removal, alteration, extension, replacement, and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible to the Lands and any improvements thereon,
4. The Grantee covenants and agree with the Grantor to keep the Grantor fully indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor (whether in respect of damage to property or personal injury) by reason of anything done by the Grantee in exercise or in purport of exercise of the rights and liberties herein granted. The foregoing indemnity shall survive the termination of this Indenture.
5. It is mutually understood, agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the Lands in respect of the Right-of-Way only and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save an except during such time as the parties hereto shall have any interest in the Right-of-Way or the Lands in which the parties, or any of them shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith.
6. Save as provided in this Indenture nothing shall be interpreted so as to restrict or prevent the Grantor from using the Right-of-Way in any manner which does not unreasonably interfere with the functioning of or access to, the Works.
7. All grants, covenants, provisos, claims, rights, powers, privileges and liabilities contained in this Indenture shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and

assigns, as the case may be, as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

8. In this Indenture words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.
9. All notices required to be given under this Indenture, whether by the Grantor or the Grantee will be considered to have been received on the day it is delivered or considered to have been given and received by the addressee seven (7) days after being mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:
  - (i) if to the Grantor:  
To the address shown on title to the Land as recorded in the Land Title Office
  - (ii) if to the Grantee:  
To the address shown on title to the Land as recorded in the Land Title Office



CUT FROM  
PL. 16676

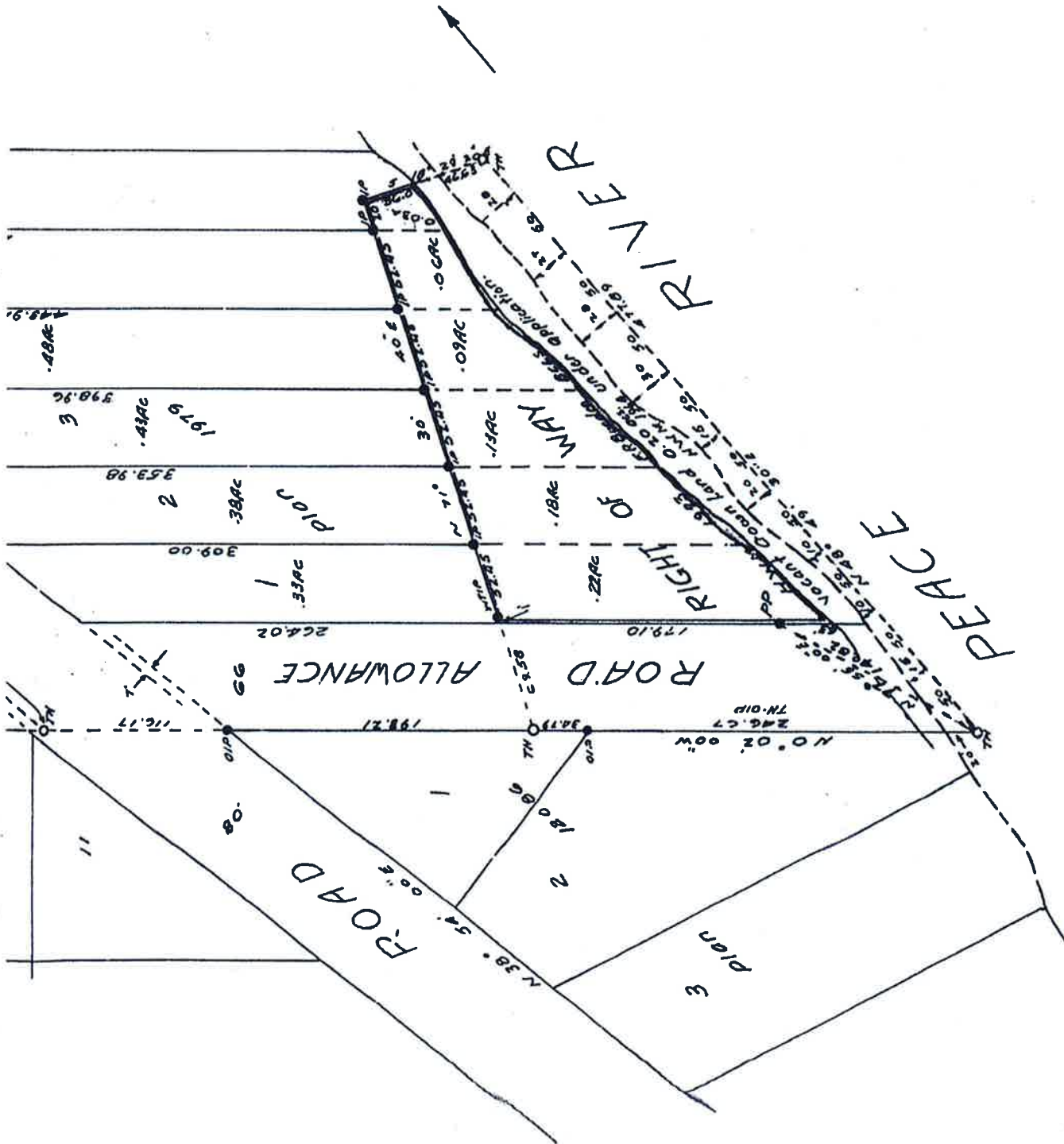
Bearings astronomical from PL. 12086  
IN 1966

DE.	Lots	Lot	Lot

Owner

Witness

Owner  
Executor



I T Jorgen Embres of the Town of Fort St John British Columbia  
Land Surveyor, make oath and say that I was present at and did  
personally superintend the survey represented by this plan and



## REQUEST FOR DECISION

<b>RFD#:</b> 2020MR01	<b>Date:</b> January 22, 2020
<b>Meeting#:</b> CM270220	<b>Originator:</b> Mokles Rahman
<b>RFD TITLE:</b> Pre-Budget for MacDougall Street Rehabilitation	

### RECOMMENDATIONS:

1. That Council approve a pre-budget amount of \$18,000 for the design and tender preparation for MacDougall Street rehabilitation from Dudley Dr intersection to Paquette Ave intersection; and
2. That the source of fund is Sewer Reserve.

### BACKGROUND:

MacDougall Street from Dudley Drive to Paquette Avenue was originally built in 1962 with water and sanitary services. In 2001, to address sanitary main problems, the District replaced the northern segment (95m) of the sanitary sewer.

During the Strategic Planning workshop, Council identified “providing quality infrastructure services in a sustainable manner” as one of the top priority objectives for the Council during 2019-2022.

### DISCUSSION:

During the last several years, the District is experiencing severe sanitary sewer blockage problems at the MacDougall Street. In February 2019, we had to bring a contractor to keep the sanitary main operational as our equipment were not capable to flush the line. Later, during summer 2019 we retained a contractor to conduct video inspections (CCTV) for few sanitary sewers in the Town. Through CCTV inspections we noted problems in different areas of the town such as MacDougall Street (northern segment), Holland Avenue (near school) and Learmonth Street (near post office). Among others, we noticed sag in the Northern segment of the MacDougall Street sanitary sewer. This problem may happen due to inadequate slope in the pipe, damage of pipe and sag in the sanitary main. During wintertime everyday the crews are checking the sanitary manholes at MacDougall Street and flushing the line. The other two (2) locations are flushed occasionally based on the need.

The total length of the sanitary sewer at the MacDougall Street from Dudley Drive to Paquette Avenue is about 185 metre. The full length of sanitary main was originally built in 1962 with 150mm AC sanitary main which should be minimum 200mm PVC to meet the current standards. There is no manhole at the southern end of the pipe (we need a manhole there).

The length of the watermain at MacDougall Street is approximately 220m, which was also built in 1962 with 200mm AC (should be PVC). The only water hydrant at this road is leaking which requires replacement. As we have to excavate the road for replacement of the sanitary main, it is wise to replace the water main with service connections too (if necessary).

There is no storm pipe in this road. The storm water flow through overland drainage system. There is no requirement of underground storm pipe network for this road.

As this is an existing road, we are not recommending for geotechnical investigation for this rehabilitation work. The road structure will be re-built based on the industry standard road thickness for a subdivision. Similarly, instead of hiring a surveyor for survey the infrastructure we will ask the contractor to take pre and post elevation of different of infrastructure.

**ALTERNATIVES:**

1. Retain a consultant for the design and tender preparation for the street rehabilitation involving replacing the sewer and waterline including road and associated infrastructure.
2. Perform the design and tender in-house. However, we do not have drafting capacity in-house.
3. Do Nothing; however, the District will be at risk of sewer backup, and spending high operating money to keep the sewer line functional.

**FINANCIAL CONSIDERATIONS:**

Alternative 1: Cost associated with design and tender preparation by hiring a consultant is \$18,000 plus GST. The source fund will be Sewer Reserve.

Alternative 2: Not applicable.

Alternative 3 – No cost.

Prepared by:



---

Mokles Rahman, Director of Public Works

Approved by:



---

Chris Cvik, CAO



## REQUEST FOR DECISION

<b>RFD#:</b>	<b>Date: January 27, 2020</b>
<b>Meeting#:</b>	<b>Originator: Kaitlyn Atkinson</b>
<b>RFD TITLE: Veterans Dinner Revitalization</b>	

### BACKGROUND:

The Veterans Dinner is a long-standing event in Hudson's Hope. It is a beautiful event that strikes the right tone of remembrance and respect. The event serves to honour those who have served and their partners/families depending on the case. The 2019 dinner was attended by just under 50 individuals, 3 of whom were veterans.

### DISCUSSION:

Honouring and remembering our veterans is incredibly important; with so few left I find it to be of particular importance to do our best to continue this spirit of remembrance and appreciation. I would suggest to council that an alternative to the current Veterans Dinner be considered for 2020.

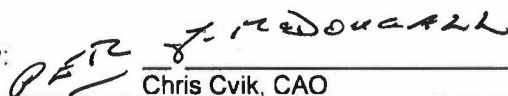
Both Chetwynd and Fort St. John offer a legion serving food and drinks, this is the case on Remembrance Day as well.

If the Remembrance Day Tea were expanded into a sit-down light lunch with a cash bar for beer, wine, and coolers it would allow more of the community to take part and mingle with our veterans; it would also allow for a change to the Veterans Dinner. I suggest supplying the Lions bus to take our veterans to one of the surrounding communities for dinner at the Legion, at the Districts cost.

This allows our veterans the opportunity to socialize with other veterans from other communities at the Legion while enjoying a meal, drinks, and not having to worry about transportation.

### ADMINISTRATOR COMMENTS:

Report Approved by:

  
Chris Cvik, CAO

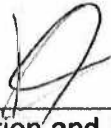
### BUDGET:

2019 ceremony, tea, and dinner costs: \$2400

2020 ceremony, tea, and dinner costs if changes are implemented: \$1200

**RECOMMENDATION / RESOLUTION:**

***THAT, "council receive this report for information and consideration before the 2020 Remembrance Day planning begins"***



---

Kaitlyn Atkinson, Recreation and Special Events Coordinator

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor Dave Heiberg and Council  
**SUBJECT:** CAO – Update Report  
**DATE:** January 27, 2020  
**FROM:** Chris Cvik, CAO

---

Some of the initiatives currently being worked or recently completed:

- Safety – No Medical Aids reported since last month. No equipment damage reported. Working with Public Works on Arena – Safety Orientation Plan.
- Web-Site update. New site should be live by month end. Vendor is working on training video.
- Completed negotiations with BCGEU. Report on closed agenda. Union ratification vote set for February 3, 2020.
- Peace River Agreement (PRA) reporting for 2020. Need to complete and remit to the Province by the end of January.
- Working through MIABC on cost of insurance for cyber-hacking. Will include in 2020 budget.

### Upcoming

- Operations budget to Council for February 24, 2020, Meeting.
- Currently two posting are up – Deputy Treasurer and Recreation Special Events Coordinator. Both close in February with screening/interviews to follow.



---

Chris Cvik

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor and Council  
**FROM:** Jeanette McDougall, Corporate Officer  
**DATE:** January 27, 2020  
**SUBJECT:** CORPORATE DEPARTMENT – MONTHLY UPDATE

---

### PURPOSE

To provide Council with an update for the Corporate Department.

### INFORMATION

- **Computers – Upgrades**

- New computers with Windows 10 installed by IT Partners week of January 20th; 4 installed in the office, also in the Arena and Visitor Centre. Reason for upgrades is security as the replaced computers had Windows 7, which is no longer being supported by Microsoft.

- **Cell Phones - Inventory**

- Substantially completed (spreadsheet obtained from Telus, including details such as device manufacturer / model; date activated; whether device purchased on Telus plan or purchased independently, who or where phone assigned, etc.

- **Financial Disclosures Statements - 2020**

- The *Financial Disclosure Act* requires that Elected Officials and certain senior Staff fill out a Financial Disclosure Statement on an annual basis (due on January 15th of each year); completed.

- **Insurance**

- Insurance renewed for 2020; every 3rd year the insurance companies issue more in-depth applications, which was the case for 2020. The District's insurance brokers, Willis Towers Watson, recommend that an appraisal to be done in 2020; Precise Services, Division of SCM, are in the process of providing a quote; this company has extensive experience with municipalities that range in size from those similar to Hudson's Hope to larger municipalities, eg City of Vancouver.

- **ICBC**

- M. Cryderman to complete formal online training by Friday, January 24, 2020

- **LOVE Hudson's Hope**

- 2019 Year End Report submitted to NDIT (prepared by B. Mercereau; both B. Mercereau & M. Cryderman organized the Plaid Friday event) and funding applied for 2020 (*note: funding has been at the \$1,200 per annum level for several years; requested if the amount could be reviewed for an increase*).

- **LGMA Committee: Freedom of Information / Records Management (FOI/RM)**

- Appointed to the FOI/RM Committee for a 3 year term commencing January 1, 2020. This is a volunteer position with no cost to the District; participation comprised of several conference calls and one in-person meeting (at LGMA's cost) per year.
- Purpose "is to provide input and support on appropriate training, professional development continued education and technical support for local government staff tasked with records management and FOIPPA."
- Committee advisor has over 25 years experience in senior information, privacy and records management roles for BC, the OIPC and several local governments.
- The Committee is comprised of representatives from approximately 9 municipalities, as follows: City of Campbell River, Capital Regional District, Fraser-Fort George Regional District, District of Oak Bay, Central Okanagan Regional District, City of Langley, City of Surrey, City of Maple Ridge, and District of Hudson's Hope.

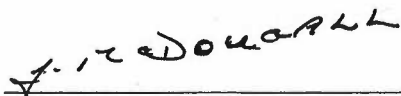
---

**ADMINISTRATOR'S COMMENTS:**



---

Chris Cvik, Chief Administrative Officer



---

Jeanette McDougall,  
Corporate Officer

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor and Council

**SUBJECT:** Public Works Department Update

**DATE:** January 2020

**FROM:** Mokles Rahman, Director of Public Works

---

Below please find highlights of some of the activities done or going on in the Public Works Department during the months of December 2019 and January 2020;

- Water Treatment Plant (WTP) Upgrade:
  - a) RFP Issued on December 23, 2019 for water treatment plant, pumps and exterior piping;
  - b) Pre-tender meeting held on January 15, 2020 with good number of attendances from contractors, consultants and suppliers.
  - c) The closing date for RFP is February 12, 2020;
  - d) Although there are delays in the tendering process, the expected date of completion is on target, which is August 1, 2020.
- Adam street lift station: We are receiving calls from the Adam Street Lift Station. The reason of those calls, in many cases, are electrical malfunction. Some of those calls are after hour or weekends. It is decided to upgrade the electrical system like Kendrick Lift Station. The estimated cost is \$6,500, and the source of fund is O & M Sewer.
- Beattie Lift station: Furnace at Beattie Lift station failed working. We had to run temporary heating for several days. Contractor has fixed the problems by replacing some parts.
- Snow cleaning: Snowplows and sanding is going on as per requirement. Staff are working hard in keeping our road safe.
- Light Industrial Subdivision: Received approval from the Ministry of Transportation for moving forward with the development of Ph-1 of the Light Industrial Subdivision without Traffic Impact Assessment (TIA). Communicated with Urban Systems to coordinate Geotechnical investigation and Survey for the subdivision.
- Water conservation study update: Urban Systems submitted the final report of the water conservation study.
- Budget: Drafted Operating Budget for 2020. Working on the Capital Budget for 2020.
- Capital Projects:
  - a. Beattie Lift station: Urban Systems is working on the revision of the lift station design and preparation of the tender document. The revision is considering the over ground vault chamber instead of extension of the building. The tender will be posted in February 2020.

- b. Water valves and hydrants: To expedite the tendering process, we are working on the tender document preparation for the water valve and hydrant project. The tender is expected to be posted in February/ March 2020. Administration will prepare and submit updated capital budget request for 2020, incorporating few other new locations of valves and hydrants replacement.
  - c. MacDougall Street sewer: Administration is submitting a Request for Decision for the pre-budget approval for the design and tender of MacDougall Street rehab. There are sewer flow problems in the MacDougall Street. The crews need to monitor and flush the sewer line everyday during the winter months. There is a sag in the line, pipe slope is not adequate, and damage of pipe.
- Asset Management: Submitted a grant application to BC Ministry of Municipal Affairs and Housing for the preparation of the Asset Management Framework for the District. If grant is approved, MuniSight will be the consultant for this work. We also have a plan for submitting to grant application to FCM for more grants for Asset Management, once the Asset Management grant application is opened.

Prepared by:



---

Mokles Rahman, Director of Public Works

Approved by:



---

Chris Cvik, CAO

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor and Council

**SUBJECT:** Protective Services Update

**DATE:** 27 January 2020

**FROM:** Robert Norton, Director of Protective Services

---

### INFORMATION:

This report is a synopsis of the activities of the Protective Services department.

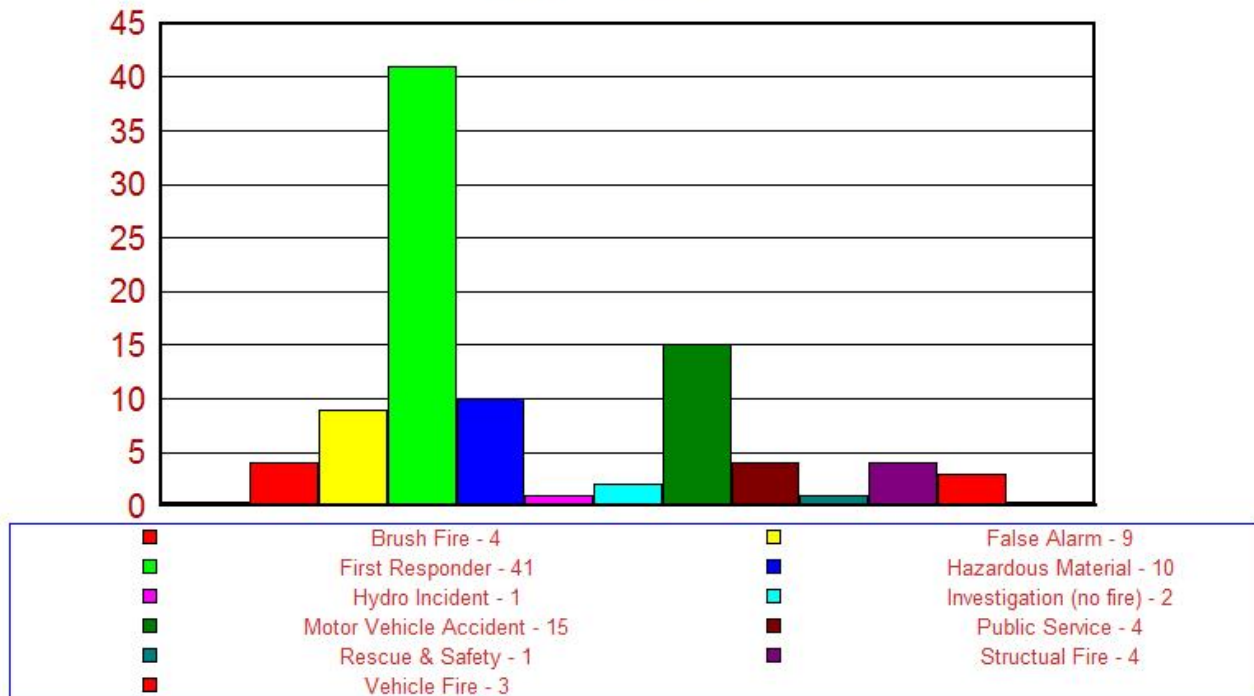
#### Calls for Service

Hudson's Hope Fire Rescue received 94 calls for service in 2019, which is 30% above the previous 5-year average.

Brush Fires	4
Alarms Ringing	9
Hazardous Materials Response	10
Structure Fires	4
Investigations	2
Rescue	1
Motor Vehicle Incidents	15
Public Service	4
First Responder	41
Hydro Incidents	1
Vehicle Fires	3



## Hudson's Hope Fire Rescue *Annual Totals*



### Fire Service Training

The department undertook several training opportunities in 2019 to improve operational capability.

Three members achieved the Team Leader Exterior qualification as per the provincial Playbook standards. This course required 16 hours of training including the completion of several practical incident command exercises.

One member completed the Safety Officer course in Charlie Lake which required 20 hours of classroom and pre-course study. This training provides the student with the skills needed to effectively recognize hazards on the fire ground, and to implement risk management measures to ensure the safety of responders.

Hudson's Hope Fire Rescue hosted a post traumatic stress disorder (PTSD) awareness session for local first responders which was facilitated by Dr. Onyema Ohiaeri. This session included recognizing the signs and symptoms of PTSD, strategies for dealing with stressors, and treatment options.

Fire department staff completed approximately 1350 hours of in-house training in 2019.

### Community Events

Hudson's Hope Fire Rescue is currently completing its 14<sup>th</sup> year of participation in the Junior Fire Fighter work experience program with local high school students. This year saw 5 students enrolled in the program in October 2019.

HHFR also supported numerous community events including fire hall open houses, babysitting courses, community BBQs, Friends of Hudson's Hope food drive, That Dam Run, school pancake breakfast, and the Halloween fireworks show and Muscular Dystrophy fundraiser.

### Emergency Management

In 2019 Staff attended a number of emergency management training opportunities in a wide variety of topics including emergency exercise design, hazard risk vulnerability assessments, incident command systems, and psychosocial resilience in disasters.

The District will also be hosting two courses sponsored by Emergency Management BC this year. We will host Emergency Operations Center Operations on 23 April 2020, and Emergency Operations Center Planning on 01 October 2020. These courses provide an opportunity for District staff to attend training without incurring travel expenses, and provides training for other municipalities in the Peace, and throughout the remainder of the province.

The Northeast BC Emergency and Public Alert System continues to be advertised throughout the Peace through a variety of venues including print, radio, billboards, and attendance at trade shows. The District of Hudson's Hope continues to promote the system on our Facebook page, website, PSA, and the Bulletin. To date there about 1075 subscribers within the Peace including 123 within the Hudson's Hope area.



---

Robert Norton  
Director of Protective Services

## THE DISTRICT OF HUDSON'S HOPE

**REPORT TO:** Mayor and Council

**SUBJECT:** Recreation and Special Events Final Report

**DATE:** January 27, 2020

**FROM:** Kaitlyn Atkinson, Recreation and Special Events Coordinator (RSEC)

---

### Programs and Events Update

*Winter Carnival* January 21-27

Underway with brand new events such as the Polar Plunge, Winter Carnival Comedy Show and Dance, Canoe Pack and Portage Relay, Billy Can Boil, Game Calling, and the Rail Jam. Our new events have received media attention and we expect some larger crowds and coverage of Carnival events.

*Pro-D Camp* January 24

I am so pleased to report on the growth of our Pro-D Camps! In 2018/2019 we saw registration of 3-8 kids per camp. In the 2019/2020 school year to date we have had full (12 kids) registration in every camp. The library has been a fantastic partner, and I hope we can continue this program moving forward.

### Upcoming Programs and Events

*Family Day Event 2020* February 16, 1-3pm

I have coordinated with Jamie at the arena and she is comfortable and confident in hosting the event this year. The event will remain similar to previous years, featuring ice cream sundaes, a hot drink, small bouncy castle, ZORB balls, and crafts.

*Pro-D Days* February 24 and May 8

The remaining Pro-D day camps that were scheduled for this school year will be completed by Greta and the Library. The District is paying Greta for her time as a contractor. However, if the RSEC position is filled they could undertake the camp or shadow Greta to get a feel for the community and the role.

### Project Updates

*Winter Carnival*

We have received funding in the amount of \$10,350 in financial sponsorships and grants and \$1,300 worth of in-kind donations.

### Grants

*NDIT Fabulous Festivals and Events*

\$2,500

Status: SUCCESSFUL

Included in listed Winter Carnival funds.

**Moving Forward: Final thoughts and reflections.**

My last day in this position is January 28, 2020. Over the last two years I have built many new programs and a few new events. I am very proud of the recreation department as it currently functions and believe progress is being made in reaching the community and providing a diverse range of programs and events.

Of the new programs I have started, Pro-D Camps, Womens Hockey, and the Hiking Program are particular examples of success. We have continued to grow enrollment in these programs and the programs themselves have evolved to be better each time. Council should note that I have been operating on about a 37% cost recovery for programs. This means that for all the programs we offer, we are making back about 37% of our costs. Costs I include are the direct operational costs of supplies and staff to that program. Some programs, such as Womens Hockey, operate on 100% cost recovery, as did Ball Hockey. Typically, children's programs operate at a lower cost recovery and special interest and adult programs operate between 80-100% depending on the program. For comparison Fort St. John operates on 100% program cost recovery and Mackenzie operates on 50%. For the size of our community I believe we are on track for cost recovery as a community of 1,100.

There are residents in Hudson's Hope who cannot afford municipal recreation. I would like to see a criteria created for assistance with costs to those families who cannot afford to register for a program. This is not a new idea as most municipalities offer some kind of fund or fee reduction to those families who qualify. I believe Friends of Hudson's Hope could be a good resource for this as they have programs for our lower income residents. I believe having them screen and then recommend families who are interested in registering at a reduced fee would be ideal.

Moving forward I would like to see the department continue to offer seasonal programs such as summer camps, hiking, and ball hockey and continue to grow these programs. There is room for summer camps to expand into two separate age categories, hiking to build into over night excursions and learn-to camps, and ball hockey to operate twice a year when the arena is empty and in between seasons. Our trail mapping program also has room to continue with signage at trail heads within the District (which we are lacking) and continued advertising of these assets to drive tourism and resident health.

The Northeast and its municipalities have been fantastic resources for me, and I would encourage whoever is in this role next to continue membership in the Northern BC Recreation Association and to continue meeting with our counterparts in these communities.

In this role, knowing the community, and its groups is critical. There is not one event or program we offer that would exist without the support of a local group or individual, and without coordinating when programs are offered. A definite challenge of Hudson's Hope is the small population. When there are numerous options and demands at the same time it becomes hard to reach a sustainable registration number. This is when understanding the community and working with it is important. The same small community aspect affects cost recovery, as we have smaller enrollment numbers and programs still cost more or less the same to run even with a smaller group. We also deal with the fact that the community is not willing to pay high registration costs as the competition for registration just isn't there. For most programs, if you want to participate, being full isn't an issue. Perhaps except for Swimming Lessons.

Thank you very much for the opportunity to hold this position. Hudson's Hope and its people have made a lasting impression on me, one that I am very grateful to have experienced. I would be happy to be called or emailed with any questions regarding programming or events by anyone in the office or whoever will be filling the position. I know from experience that it is quite difficult to enter a position that doesn't have any other staff in the department. Any gaps I can fill or questions I can answer, I will.

### **2019 By the Numbers**

#### **450 Registrations were accepted for programs:**

- Ball Hockey
- Hiking
- Fitness in the Park
- Gymnastics
- Library Summer Program
- Summer Camps
- Pro-D Camps
- Baseball Camp
- Womens Rec
- Adult Synchro and Learn to Skate

Our programs took in **\$11,695** in registration fees in 2019 surpassing the budgeted amount of \$8,000.

Grants in the amount of **\$28,729** were received, surpassing the budgeted amount of \$2,500.

Special Events expenses which is a catch all for all program and special event costs (excluding Winter Carnival) came in at **\$21,685**. This was underbudget for the year, and I have adjusted the 2020 budget to reflect this.

New Event added in 2019

- PRIDE



---

Prepared by: Kaitlyn Atkinson, Recreation and Special Events Coordinator

*per [unclear]*  

---

Approved by: Chris Cvik, CAO

**HUDSON'S HOPE HALL SOCIETY  
PO BOX 333  
HUDSON'S HOPE, BC  
V0C 1V0**

To Mayor & Council:

Re: Dissolution of the Hudson's Hope Hall Society.

As many of you know, we are in the process of dissolving the Hudson's Hope Hall Society. It has served its purpose over the years of managing the Community Hall billings, bookings, maintenance and such. But as with everything else, the member base has dwindled to almost none and it has become too much for the Hall Society to maintain. The Community Hall building itself has also become too much for the small Society to keep up with.

We propose that the District take back the maintenance and daily operation of the building, including paying the utility bills, janitorial expenses, etc. In our Hall Society Constitution it states that any assets the Hall Society has would go to the District of Hudson's Hope. Any and all assets purchased through the Hall Society would now become the property of the District of Hudson's Hope. This includes the tables, chairs, kitchen stove, fridges, freezers, and bar coolers, as well as other equipment in the hall. Any monies that may be left over in the bank upon dissolution and after all the expenses are paid would be donated to the Hudson's Hope Lions Club.

The Women's Club has a fully stocked kitchen which belongs to them and not the HH Hall Society. Also, the Lions Club has over the years, purchased tables, chairs, linens, bar supplies, etc., that continues to belong to them specifically, but used by the public during events.

The Lions Club has expressed interest of continuing the operation of the Hall as such with bookings, billings, caretaking and small jobs, but are hoping the overall

operation and maintenance will be handled by District. Both of these clubs will need to meet with Council to decide how we all move forward.

There are some immediate repairs that will need to be addressed this Spring. The one set of back stairs is quite rotten and will need to be replaced. We had hoped to get this done, but it never came to fruition. Also, the ceiling in the right wing seems to be drooping and will need some attention as well. The main floor has seen better days, but as we have decided in past meetings, it is not worth it to sink a bunch of money into the building in renovations when the District is looking to possibly build something new in the future.

It has been very rewarding to have been a part of the Hall Society for the past ten years. The Community Hall is an integral part of the community. It is here that we come to celebrate lives, whether in marriage, funerals, dances, meetings, town functions, steak dinners, retirement parties...if only those walls could talk! It has been a big part of my life and I look forward to see how it evolves and what it becomes. Either way it will always be the place where everyone goes to meet!

Thank you to the District of Hudson's Hope for always supporting the HH Hall Society over the years. We definitely could not have done it without you!

Yours truly,

A handwritten signature in cursive script, appearing to read 'J Dupuis', written in dark ink.

Johanna Dupuis  
Hudson's Hope Hall Society  
President/Treasurer

# HUDSON'S HOPE HALL SOCIETY

## Statement of Income

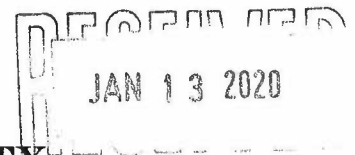
For the Year ended December 31, 2019

	2019	2018
<b>Revenue</b>		
Hall Rentals	\$ 6,950.00	\$ 5,250.00
<b>Total Revenue</b>	<b>\$ 6,950.00</b>	<b>\$ 5,250.00</b>
<b>Operating Expenses</b>		
BC Hydro	\$ 1,309.45	\$ 1,094.89
Fortis Gas	\$ 2,758.08	\$ 2,435.15
Telus	\$ 1,405.81	\$ 1,204.55
Janitorial	\$ 3,150.00	\$ 3,100.00
Paper Products and Supplies	\$ 229.16	\$ 198.59
SOCAN	\$ 194.32	\$ 194.32
Bank Charges	\$ 22.00	\$ 18.00
<b>Total Operating Expenses</b>	<b>\$ 9,068.82</b>	<b>\$ 8,245.50</b>





**HOPE FOR HEALTH SOCIETY**  
**10309 KYLLO STREET; P.O. BOX 356**  
**HUDSON'S HOPE, B.C., V0C 1V0**



January 13, 2020

District of Hudson's Hope  
9904 Dudley Drive  
Hudson's Hope, BC, V0C 1V0

Attention: Mayor and Council

On Sunday, September 22, 2019, Hope for Health, a group of volunteers committed to promoting healthy lifestyle through education and fitness activity, held its 6<sup>th</sup> annual "That Dam Run. The 10-mile and 5 km distance attracted 76 registered walkers/runners ranging in ages from 6 to 63 from all over the Peace Region. The event continues to attract new participants and returning participants each year. The 22nd was the most perfect day for a spectacular, challenging run across one of the world's largest dams, through scenic trails all backdropped against colorful autumn foliage. The unique and scenic route is one of the biggest attractions. Participants also appreciated the friendly, easy going style, complete with the national anthem, local honey, and unique dog tag medals.

Community support makes the event possible. A huge thank you goes out to the 28 volunteers who manned water and check stations, kept timing records, sang, cheered, served goodies, made signs, and posted signs. Volunteers are indeed the backbone of success. Thanks to our generous supporters who gave time, equipment, and resources. Special acknowledgements to BC Athletics, BC Hydro and Power Authority, District of Hudson's Hope, Butler Ridge Energy Services, Peace View Enterprises, ProMedFirst Aid Services, Hudson's Hope Volunteer Fire Department, Stride and Glide Sports, Imagine That, Hudson's Hope Ski Hill Association, Pure Valley Water, Fort St. John Water Inc. and Northern Health who is the principal funding agency for Hope for Health.

The purpose of this letter is to acknowledge the generous contribution from the municipality. The Works crew provided employees and equipment to transport the porta potties from Clarke Avenue to the WAC Bennett Dam and returned them after the event. All the social media and advertising assistance made possible through District resources were instrumental. We also benefitted by having the large size posters, and other documents printed using the office photocopy machine. This event is growing and evolving as a signature community event.

Hope for Health is very proud of this event. Thank you for your continued support.

Stay active, eat healthy, and keep training for the 7th annual, slated for September 20<sup>th</sup>, 2020.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Greta Goddard'.  
Greta Goddard

## REQUEST FOR DECISION

<b>RFD#:</b> CC-2019-78	<b>Date:</b> January 22, 2019
<b>Meeting#:</b> CM102819	<b>Originator:</b> Chris Cvik
<b>RFD TITLE:</b> Notice of Closed Session – January 27, 2020	

### BACKGROUND:

In order to continue to be transparent, when there is a closed meeting, a notice will be included on the open agenda with sufficient information to describe the reason for the closed meeting.

This will also provide Council with the opportunity to recess to a Closed Meeting to discuss whether the items properly belong in a Closed Session (*Community Charter* Section 90(1)(n)).

### DISCUSSION:

Closed Meetings will continue to be held at the end of a regular Council meeting.

Including a cover-report about a Closed Meeting is simply a place holder to make the public aware a closed meeting is taking place and a high-level description on the topics.

### BUDGET: N/A

### RECOMMENDATION / RESOLUTION:

*That Council recess to a Closed Meeting for the purpose of discussing the following item(s):*

*Agenda Items:*

*Community Charter Section 90 (1) (c):*

*(c) labour relations or other employee relations*

- BCGEU Contract Report #2



Report Prepared by:

Chris Cvik, CAO