



DISTRICT OF HUDSON'S HOPE

AGENDA

Council Chambers

Monday, February 10, 2020

1. Call to Order:

2. Delegations:

D1 Hudson's Hope New Horizons 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 27, 2020 Regular Council Meeting Minutes Page 3

7. Business Arising from the Minutes:

8. Public Hearing:

9. Staff Reports

SR1 Purchase of District Owned Properties Page 7

SR2 Open Space Maintenance Page 22

10. Committee Meeting Reports:

11. Bylaws:

B1 Bylaw No. 912, 2020 Beckman Road Page 35

B2 Bylaw No 914, 2020 – Revitalization Tax Exemption – Lucas Subdivision Page 41

12. Correspondence:

C1 Retail Cannabis Sales Page 59

C2 New Horizons Seniors Society Page 64

C3 Double H Saddle Club – Letter of Support Page 85

C4 Grant Writer Page 86

C5 Caribou Recovery Initiative Page 88

C6	Peace River Local Government Association Dinner Meeting	Page 92
C7	Canlin Resources Dormant Site Program	Page 94
C8	Pest Management Plan	Page 104
C9	NDIT – Fabulous Festivals & Events Grant	Page 106
C10	PRRD 2020 Economic Development Budget	Page 107

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

14. Old Business:

15. New Business:

16. Public Inquiries:

17. In-Camera Session

18. Adjournment

DISTRICT OF HUDSON'S HOPE

Delegation to Council Request Form

Name of person or group wishing to appear before Council:

ELAINE PRISACI
PAT LAVALLEE

Subject of presentation: NEW HORIZONS SOCIETY.
CONVERSION TO A CLUB;
IMPACT ON LEASE AGREEMENT WITH THE DISTRICT.

Purpose of presentation:

☐

information only

☐

requesting a letter of support

☐

requesting funding

☐

other (provide details)

REQUEST TO ATTEND THE
LEASE AGREEMENT TO
REFLECT NAME CHANGE

Contact person (if different than above):

Telephone number: 250 783 0581

Email address: ELAINE@PRIS.CA

Will you be providing supporting documentation?

☒

Yes

No

LEASE AGREEMENT.

If yes: ☐

handouts at meeting

☒

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

Technical requirements:

☐

flip chart

- ☐ multimedia projector
☐ laptop
☐ other _____

Rules for Delegations:

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

Helpful Suggestions:

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

I understand and agree to these rules for delegations

Name of Delegate or Representative of Group

E. Ferguson
Signature

FEB 4, 2020
Date

For Office Use

☐ Approved

☐ Rejected

By (signature): _____

☐ Mayor

☐ CAO

Appearance date if applicable: _____

Applicant informed of approval/rejection on (date): _____

By (signature) _____

Date: _____



REGULAR COUNCIL MEETING
January 27, 2020
6:00 P.M.
COUNCIL CHAMBERS

Present: Acting Mayor Mattias Gibbs
Councillor Kelly Miller
Councillor Valerie Paice
Councillor Travous Quibell
Councillor Leigh Summer

Absent: Mayor Dave Heiberg (*with notice*)
Councillor Pat Markin (*with notice*)
Youth Councillor Brenna Rice

Staff: CAO, Chris Cvik
Corporate Officer, Jeanette McDougall
Director of Public Works, Mokles Rahman
Director Protective Services, Bob Norton
Manager Public Works, Mark Sture

1. CALL TO ORDER

The meeting called to order at 6:00 p.m. with Acting Mayor Mattias Gibbs presiding.

2. DELEGATIONS

- Hudson's Hope Hall Society
J. Dupuis gave a brief overview of the reasons why the Hudson's Hope Hall Society is dissolving and requested direction from Council with respect to future operation and maintenance of the Community Hall. It was noted that Item C1 contains associated correspondence.

3. NOTICE OF NEW BUSINESS

Mayors Additions: None
Councillors Additions: None
CAO Additions: None

4. ADOPTION OF AGENDA BY CONSENSUS

5. DECLARATION OF CONFLICT OF INTEREST

M1

6. ADOPTION OF MINUTES

M1 JANUARY 13, 2020 REGULAR COUNCIL MINUTES

- Correction: Revise Resolution No. 008/20 to read as follows:

RESOLUTION NO. 008/20

M/S Councillors Summer / Miller

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

CARRIED

RESOLUTION NO. 019/20

M/S Councillors Paice / Miller

"That the minutes of the January 13, 2020 Regular Council Meeting be adopted as amended."

CARRIED

7. BUSINESS ARISING OUT OF THE MINUTES

8. PUBLIC HEARING

9. STAFF REPORTS

SR1 RIVER OF THE PEACE METIS SOCIETY – LETTER OF SUPPORT

RESOLUTION NO. 020/20

M/S Councillors Quibell / Summer

"THAT Council approve the Request from the River of the Peace Metis Society to provide a Letter of Support for their Physical Literacy for Communities BC Initiative grant application; and

THAT 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."

CARRIED

SR2 PRA ANNUAL REPORT 2020

RESOLUTION NO. 021/20

M/S Councillors Quibell / Paice

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

CARRIED

SR3 PURCHASE OF DISTRICT PROPERTY BY BC HYDRO REPORT #5

RESOLUTION NO. 022/20

M/S Councillors Miller / Summer

"THAT Council approve the Site C Project – Hudson's Hope Master Lands Agreement and accompanying sub-agreements."

THAT Council authorize the CAO to execute the Master Lands Agreement and the accompanying sub-agreements on behalf of the District."
CARRIED

SR4 PRE-BUDGET FOR MACDOUGALL STREET REHABILITATION

RESOLUTION NO. 023/20

M/S Councillors Paice / Summer

"THAT Council approve a pre-budget amount of \$18,000 for the design and tender preparation for MacDougall Street rehabilitation from Dudley Drive intersection to Paquette Avenue intersection; and

THAT the source of funding is the Sewer Reserve.
CARRIED

SR5 VETERAN'S DINNER REVITALIZATION

Received for Information.

Note: the Corporate Officer will diarize for 2020 Remembrance Day preparations.

SR6 CAO – MONTHLY UPDATE

Received for Information.

SR7 CORPORATE DEPARTMENT – MONTHLY UPDATE

Received for Information.

SR8 PUBLIC WORKS – MONTHLY UPDATE

Received for Information.

SR9 PROTECTIVE SERVICES UPDATE

Received for Information.

SR10 RECREATION AND SPECIAL EVENTS COORDINATOR – FINAL REPORT

Received for Information.

10. COMMITTEE MEETING REPORTS

11. BYLAWS

12. CORRESPONDENCE

C1 HUDSON'S HOPE HALL SOCIETY

Councillor Quibell noted that the Lion's Club will hold an informal discussion regarding assuming the maintenance and operation of the Community Hall.

C2 HOPE FOR HEALTH SOCIETY

Received for Information.

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

14. OLD BUSINESS

15. NEW BUSINESS

16. PUBLIC INQUIRIES

17. NOTICE OF CLOSED MEETING

ICS1 PERSONNEL

RESOLUTION NO. 024/20

M/S Councillors Quibell / Paice

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

- *Personnel - Community Charter section 90 (1) (c) labour relations or other employee relations:*
 - *BCGEU Contract Report #2*

CARRIED

18. ADJOURNMENT

Acting Mayor Mattias Gibbs declared the meeting adjourned at 6:30 pm.

DIARY

Conventions/Conferences/Holidays

*Commercial Water Rate Increase-annual budget
Consideration*

Diarized

08/04/19

Certified Correct:

Mattias Gibbs, Acting Mayor

Jeanette McDougall, Corporate Officer

REQUEST FOR DECISION

RFD#: CC-2020-17	Date: January 6, 2020
Meeting#: CM021020	Originator: Chris Cvik
RFD TITLE: Purchase of District Owned Property by BC Hydro – Report #6	

RECOMMENDATION:

1. That Council approve the Site C Project – Purchase and Sale Agreement for Beckman Road.
2. That Council authorize the CAO to execute the Purchase and Sale Agreement for Beckman Road on behalf of the District.

BACKGROUND:

Administration has started the process (Bylaw 912, 2020, Beckman Road) to close Beckman Road (from Highway 29 to the end of Beckman Road) and remove the road dedication. Once the road is closed, the District will complete the property sale to BC Hydro for consolidation with other adjacent BC Hydro owned property as part of the Site C project.

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

DISCUSSION:

The Beckman Road agreement has a subject removal date of June, 2021 with closing 30 days after. BC Hydro is dealing with one remaining property owner at the end of Beckman Road. Even though Administration is working towards a Road Closure and eventual sale of Beckman Road to BC Hydro, the District will continue to maintain the road while residents live there and count on the District to provide access.

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. The amount the District will receive for Beckman Road from BC Hydro is \$20,000.

Attachments:

1. Site C Project – Purchase and Sale Agreement – Beckman Road

Report Approved by:


Chris Cvik, CAO

PURCHASE AND SALE AGREEMENT

BECKMAN ROAD

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*

("BC Hydro")

WHEREAS:

- A. BC Hydro wishes to acquire title to the Beckman Road Lands in connection with the Site C Project;
- B. The parties now wish to enter into this Agreement to set out the terms and conditions pursuant to which the District will sell and BC Hydro will buy the Beckman Road Lands; 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 Definitions: In this Agreement, the following terms have the following meaning:

- (a) "**BC Hydro**" has the meaning ascribed to it on Page 1 of this Agreement, and includes BC Hydro's successors and assigns;
- (b) "**BC Hydro's Conditions Precedent**" has the meaning ascribed to it in Section 6.1(a);
- (c) "**BC Hydro's Solicitors**" means Borden Ladner Gervais LLP;
- (d) "**Beckman Road Closure Bylaws**" means bylaws adopted in accordance with Section 40 of the *Community Charter* closing the Beckman Road Lands and removing the highway dedication from the Beckman Road Lands;
- (e) "**Beckman Road Closure Plans**" means plans in the form and substance acceptable to the District which close the Beckman Road Lands;

- (f) **"Beckman Road Lands"** means a portion of the lands located in the District of Hudson's Hope commonly known as "Beckman Road" and shown in heavy black outline on the plan attached hereto as Schedule "A";
- (g) **"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;
- (h) **"Closing Date"** has the meaning ascribed to it in Section 7.1;
- (i) **"Closing Documents"** has the meaning ascribed to it in Section 7.3;
- (j) **"Conditions Precedent Date"** means June 30, 2021, as may be extended pursuant to Section 6.3;
- (k) **"Consideration"** means Twenty Thousand Dollars (\$20,000);
- (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) **"District"** has the meaning ascribed to it on Page 1 of this Agreement;
- (n) **"District's Solicitors"** means Lidstone & Company;
- (o) **"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;
- (p) **"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;
- (q) **"ETA"** means the *Excise Tax Act* (Canada), Section IX;
- (r) **"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;

- (s) **"Land Title Office"** means the Prince George Land Title Office;
- (t) **"Lot 7"** means the lands in the District of Hudson's Hope adjacent to the Beckman Road Lands with Parcel Identifier No. 011-934-875, legally described as Lot 7 Block 1 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 15880;
- (u) **"Lot 12"** means the lands in the District of Hudson's Hope adjacent to the Beckman Road Lands with Parcel Identifier No. 011-747-048, legally described as Lot 12 Section 33 Township 81 Range 25 West of the 6th Meridian Peace River District Plan 16562;
- (v) **"Mutual Conditions Precedent"** has the meaning ascribed to it in Section 6.2(a);
- (w) **"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*;
- (x) **"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
- (y) **"Transfer"** has the meaning ascribed to it in Section 7.3(a);

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 schedule is attached to and forms part of this Agreement:

- (a) Schedule "A" – Beckman Road Lands Plan

3. DOCUMENTS, INSPECTIONS AND PRE-CLOSING ACCESS TO THE DISTRICT LANDS

3.1 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 power, possession or control):

- (a) all environmental site assessments, archaeological and other reports, studies and audits concerning the Beckman Road Lands;
- (b) any leases, licences, modifications, renewals, assignments, subleases, and agreements to lease concerning all or any portion of the Beckman Road Lands;
- (c) all permits, licences, development agreements and any other agreements concerning the Beckman Road Lands issued by or entered into with any authority having jurisdiction over the Beckman Road Lands; and
- (d) any other documents relating to the Beckman Road Lands that BC Hydro may reasonably require.

3.2 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 Beckman Road Lands which BC Hydro may require.

4. CLOSING TRANSACTION

4.1 Closing Transaction: On the Closing Date:

- (a) the District will transfer title to the Beckman Road Lands, free and clear of all legal notations, charges, liens, interests and other encumbrances whatsoever, save and except for the Permitted Encumbrances; and

- (b) BC Hydro will pay the Consideration to the District,

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

5. COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 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 Beckman 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 Beckman Road Lands, or any part thereof, or which could affect the right of BC Hydro to own and occupy the Beckman Road Lands, 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 Beckman Road Lands to be used, and has no knowledge of the Beckman Road Lands 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 Beckman Road Lands; and
- (h) to the best of the District's knowledge, no archeological remains, materials or resources are located on or within the Beckman Road Lands.

5.2 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. CONDITIONS

6.1 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 3.1, its

inspection of the Beckman Road 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 Beckman Road Lands,

(collectively, the “**BC Hydro’s Conditions Precedent**”) on or before the Conditions Precedent Date.

- (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 Conditions Precedent Date. If BC Hydro’s Conditions Precedent have not been satisfied or waived by BC Hydro on or before the Conditions Precedent Date, BC Hydro shall have the right to terminate this Agreement by notice to the District.
- (c) The District acknowledges and agrees that it has received good and valuable consideration in respect of the BC Hydro’s Conditions Precedent, and for agreeing that the District’s agreement herein is irrevocable.

6.2 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 acquisition by BC Hydro of Lot 7;
 - (ii) the acquisition by BC Hydro of Lot 12, or the owner of Lot 12 securing alternate legal access to Lot 12, whichever is earlier;
 - (iii) the adoption of the Beckman Road Closure Bylaws by the District’s Council;
 - (iv) the registration of the Beckman Road Closure Plans in the Land Title Office; and
 - (v) title raised to the Beckman 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 Conditions Precedent 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 reasonable commercial efforts to satisfy the Mutual Conditions Precedent prior to the Conditions Precedent Date (as may be extended).

- 6.3 Extension of Conditions Precedent Date: BC Hydro shall have the option to extend the Conditions Precedent Date on up to two (2) occasions by up to One Hundred and Eighty (180) days each after the Conditions Precedent Date or the extended Conditions Precedent Date, as the case may be.

7. CLOSING PROCEDURES

- 7.1 Closing Date: The closing of the transaction contemplated herein shall be on the 30th day following the later of:

- (a) satisfaction or waiver of the BC Hydro's Conditions Precedent; and
- (b) satisfaction of the Mutual Conditions Precedent,

(the "**Closing Date**"), but if that date is a day on which the Land Title Office is not open for business the closing will be on the next day that the Land Title Office is open for business.

- 7.2 Adjustments: All adjustments, both incoming and outgoing, in connection with the purchase and sale of the Beckman Road Lands, 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 Beckman Road Lands from and including the Closing Date.

- 7.3 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 Transfer required to transfer title to the Beckman Road Lands to BC Hydro in accordance with the terms of this Agreement (the "**Transfer**");
- (b) discharges in registrable form of all liens, charges and encumbrances not constituting Permitted Encumbrances;
- (c) 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);
- (d) a statement of adjustments; and
- (e) such other documents and instruments as may be reasonably required by BC Hydro's solicitors to complete the transaction 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.

- 7.4 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.

- 7.5 Registration: Following the receipt of the executed Closing Documents from the District, BC Hydro shall cause BC Hydro's Solicitors to file the Transfer in the Land Title Office.

7.6 Payment of Consideration: Upon the Transfer being fully registered in the Land Title Office subject only to the Permitted Encumbrances and upon BC Hydro's Solicitors, acting reasonably, being satisfied as to the title to the Beckman Road Lands after conducting post-registration land title searches of the Beckman Road Lands disclosing only the Permitted Encumbrances, BC Hydro's Solicitors shall deliver the Consideration to the District.

7.7 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.

8. COSTS AND TAXES

8.1 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 Beckman Road Lands.

8.2 Costs:

- (a) BC Hydro shall be responsible for:
 - (i) the cost of preparing the Beckman 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 Beckman Road Lands.
- (b) The District shall be responsible for the cost of closing the Beckman Road Lands, removing the highway dedication from the Beckman Road Lands and raising title to the Beckman Road Lands (save and except for preparation of the Beckman 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.

9. POSSESSION

9.1 Possession: BC Hydro shall be entitled to have vacant possession of the Beckman Roads Lands on the Closing Date.

10. RISK

10.1 Risk: The Beckman Roads Lands 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 Beckman Roads Lands herein contemplated is duly completed.

11. RELEASE

11.1 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 Beckman Roads Lands, 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 Beckman Roads Lands.

11.2 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.

12. FURTHER ASSURANCES

12.1 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.

13. NOTICES

13.1 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
12th 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 Cvik, 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.

14. GENERAL

- 14.1 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.
- 14.2 Time of Essence: Time shall be of the essence of this Agreement.
- 14.3 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.
- 14.4 Enurement: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 Modification: Any modification of this Agreement must be in writing and signed by both parties.
- 14.10 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.
- 14.11 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.
- 14.12 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).

DRAFT

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

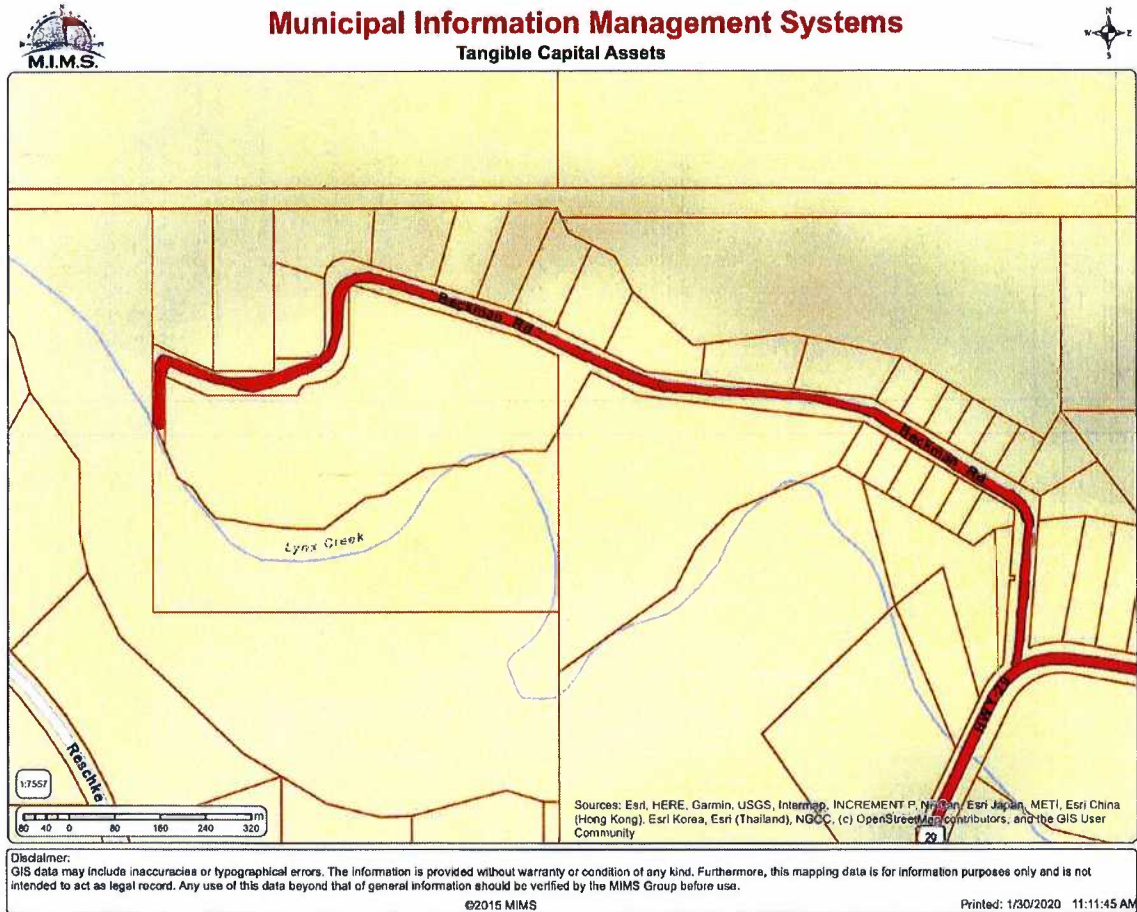
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

Beckman Road Lands Plan



REQUEST FOR DECISION

RFD#: 2020MR02	Date: January 27, 2020
Meeting#: CM021020	Originator: Mark Sture
RFD TITLE: Information – Open Space Maintenance Guidelines	

BACKGROUND:

Each year, District personnel expend considerable effort in maintaining open spaces in Hudson's Hope. These open spaces include parks, sports fields, campgrounds, roadsides, and around municipally owned/operated facilities. In 2019, due to early season staffing issues and a season long wet summer, some grassy areas did not receive the level of care that staff would like to provide.

To date there has been no real level of care assigned to the open spaces and maintenance often relies on memories of "what has been done". The attached document attempts to provide levels of priority for the District's various open spaces.

DISCUSSION:

The Open Space Maintenance Guidelines is to provide some rigor and standardization of care for the open spaces, (parks, etc.) in the District. This will hopefully help staff and limit the "jumping" from one emergent area to another. This document will also allow District personnel and Council to refer to the guidelines when addressing inquiries from the public.

Four levels of priority have been established with Priority 1 being the highest and Priority 4 being the lowest. This doesn't mean that those in a lower priority are any less important, just that the maintenance frequency is less. These priorities are:

Priority 1 – Municipal Centre Facilities, the Arena, Pool and Beattie Park

Priority 2 – Campgrounds

Priority 3 – Beryl Prairie Fire Hall and Park, Lucas Subdivision, and manicured road boulevards

Priority 4 – Rough cut ditches, reservoir and Pioneer Cemetery

Personnel responsible for open space maintenance will be directed to maintain all Priority 1 areas before moving on to the other Priorities. If a weather delay inhibits completing Priority 1 areas, personnel will return to those before moving on to other area.

Based on an estimate of the time to maintain each area, it is calculated that 267.75 work hours are required to complete all of the open space maintenance. This equates to 3 persons for 18 weeks, but does not account for weather delays, or the overlap of maintenance, i.e., Municipal Centre twice weekly and campgrounds weekly or bi-weekly.

The document is a living document and will be adapted over time. Open space areas that have not been accounted for will be added, and some may be deleted. Maintenance times for each facility may be adjusted over the summer as more real time data is available. Grass cutting frequency may change if the summer is wet or dry.

Management will be monitoring the maintenance of the open spaces and will be documenting personnel experiences over the coming summer. In addition, the level and type of maintenance will be documented for future reference and staff planning purposes.

ALTERNATIVES:

1. Accept the attached report for information.
2. Reject the attached report and direct staff to bring forward a revised document.

FINANCIAL CONSIDERATIONS:

Open Space Maintenance is included in the 2020 draft Operating Budget.

RECOMMENDATIONS:

That Council receive this and the attached report for information.

ATTACHMENT:

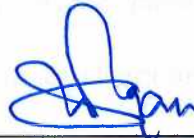
Open Space Maintenance Guidelines

Report Prepared by:



Mark Sture, Manager of Public Works

Report Reviewed by:



Mokles Rahman, Director of Public Works

Report Approved by:


Chris Cvik, CAO

District of Hudson's Hope
Public Works
Open Space Maintenance Guidelines

2020



HUDSON'S
HOPE
PLAYGROUND OF THE PEACE

Introduction

This document has been produced to establish some rigor to the maintenance of the District's open space and parkland. It will allow tracking of open space maintenance, assisting in future year planning, establishing personnel requirements, and establish a documentation process to record and track activities. Logbooks will be developed prior to the spring commencement of maintenance for activity records.

Urban Open Space, Definition:

In land use planning, **urban open space** is open space areas for "parks," "green spaces," and other open areas. The landscape of urban open spaces can range from playing fields to highly maintained environments to relatively natural landscapes. Generally considered open to the public, urban open spaces are sometimes privately owned, such as education campuses, neighborhood/community parks/gardens, and institutional or corporate grounds. Areas outside core residential boundaries, such as open space in the countryside, are not considered urban open space. Streets, plazas and urban squares are not always defined as urban open space in land use planning.¹

Park Maintenance

The District of Hudson's Hope maintains numerous green spaces, including sports fields, cemeteries, roadside boulevards, parks and municipal lawns. The District also has rough green space, particularly on the side of the hills around the downtown area and along the edges of the Municipality's rural roadways.

Each of these areas requires a different level of service, in terms of cutting and maintenance. Some will require weekly cutting, while others may be cut once a year or every few years.

For good grass health and to naturally reduce weeds, no more than 1/3 of a grass blade should be cut at one time and grass should be kept at a height of around 2-3/4" to 3". The last cut of the year can be shorter to reduce the likelihood of snow mould. Additionally, provided there is good soil health, sports fields can be cut at a height of 2" to 2-1/2".

¹ Adapted from: https://en.wikipedia.org/wiki/Urban_open_space, December 9, 2019

Good soil health can be promoted through a spring aeration. Rolling the grassy areas in the spring should be avoided as this compacts the soil and inhibits air getting to the roots and drainage of water from the surface to the root structure. The preferred method of aeration is one which removes a plug of thatch and soil from the ground. Over-seeding following aeration is also a good practice to build up the density of the grass coverage and assists in choking out weeds.

Fertilizing with a natural material (manure) can be done at any time of the year through the application of a thin layer. Chemical fertilizers are often seasonally adjusted and careful attention should be paid to the instructions.

The use of chemical herbicides and pesticides should be avoided unless used for small areas extremely problematic issues. Natural herbicides and pesticides should be used whenever possible. Over-seeding, fertilizing and aeration will address most weed issues over time.

While not always unavoidable, it is preferable to not cut grass when it is wet as this leads to torn grass blades and a shabby finish. Cutting grass when it is dry leads to a more precise cut and a smoother finish.

Park Maintenance Classifications

Grassy areas have been divided into priorities for the ease of definition and establishment of maintenance regimes. Each priority relates to the nature and use of the grass facility. A full list of parks and open spaces is provided in the Appendix.

Priority 1 – Destination Parks

Priority 1 parks are primary destination meeting or gathering locations where special events, sporting events and which have a high profile. While these can be vehicle-oriented areas, in Hudson's Hope, most parks are within a reasonable walking distance for users. These parks receive special care throughout the growing season and include added features such as flowers or shrubbery, litter and recycling bins, regular irrigation and turf care due to heavy traffic.

Priority 1 Parks

Beattie Park

Baseball Field

Pool/Soccer Field

District Office, Stege Park and surrounding municipal green space

Library

Priority 2 – Campgrounds

The District supports/owns four campgrounds, one on the western edge of the urban core and three to the west along Highway 29. Each of these campgrounds offers varying levels of amenities from urban, to wooded, to lakeside. Two of the campgrounds provide grassy RV pads and two provide gravel/hard surface pads. Tent camping is available at two locations; one offers motorised boating and one offers non-motorised camping. All are seasonal and open from Victoria Day weekend to Labour Day weekend.

Currently, none of the campgrounds offer sites with water, sanitary and electrical hook-ups, although there is a sanitary dump and water along with a washroom block available at King Gething Park.

Priority 2 Parks

King Gething Park – 11 sites

Alwin Holland Park – 10 sites

Dinosaur Lake Park – 17 sites plus grassy tent area

Cameron Lake Park – 21 sites

Priority 3 – Neighbourhood Parks

Neighbourhood Parks typically includes the small grassy spaces, walkways, boulevards and playground spaces. These spaces are designed for the local community. They may include seasonal or perennial planting and shrubbery.

Lucas subdivision is included here as it is a developed residential site with no housing yet. The site needs to be kept mown for weed abatement and to maintain aesthetics until sold. Additionally, there is a District owned utility right of way through the site which will require continued on-going maintenance once all lots are sold.

Priority 3 Parks

Beryl Prairie Playground

Garbitt Crescent

Jones Crescent

Turner Crescent

MacIntosh Crescent

Highway #29 Boulevard

Dudley Drive Boulevard

Lucas Subdivision

Priority 4 – Buffer Zones, Ditches and Undeveloped Land

These areas typically have rough ground conditions and require a flail mower to keep the grass/scrub to a reasonable height. Rough cut areas will typically receive one or two cuts through the growing season, depending on weather and manpower availability.

Priority 4 Areas

Road edges on:

- Powell Road
- Ardill Avenue
- Jamieson Subdivision
- Adam Street
- Clarke Avenue
- Beryl Prairie roads
- Lynx Creek roads

Summary of Maintenance Guidelines by Classification

The following maintenance Guidelines form the basis upon which annual and capital budgets are established and the associated resources that are required. As new open spaces are added, such as Lucas Subdivision in 2020, a corresponding Priority and level of care will be assigned. These Guidelines apply during the peak season of early May to mid September (except winter maintenance).

Grass cutting will typically begin in early to mid May and continue to mid September. These dates are somewhat weather dependent. The District uses a combination of ride on mowers, push mowers and string trimmers, in addition to a flail mower for ditch lines and rough-cut area.

The baseball diamond and surrounding area requires about 1-person day to cut and trim. This includes harrowing the shale in-field and warning track areas. Further, the soccer fields and pool park require another person day to cut and trim. This work is exacerbated by the placement of the District's tent for the period of June to September; the tent should remain, but it is an obstacle and requires hand mowing in and around the tent, guy wires and picnic tables. A list of locations and grass cutting requirements is shown in Table 1.

Sports fields should be cut weekly, or more often in high growth times. This is also true for lawn areas around municipal facilities. Smooth grass ditches require cutting every two weeks, while rough-cut areas are once or twice a year.

The smooth grass areas of our campgrounds should also be on a weekly cut with the rougher areas and trim work every two weeks. Some of the grass cutting at campgrounds will be dependent on bookings and usage of the sites. However, campground personnel can address some clean-up with hand tools during change over periods.

It is estimated that to mow all grass for the season would be about 267.5 days. This equates to 3 FTE's for 18 weeks. However, due to the varying demands on cutting and weather delays it will take more than 3 persons and 18 weeks.

Priority 1 grass areas will receive maintenance before all other areas, if weather delays mowing activity, staff may go back to Priority 1 before continuing with the other priorities.

Table 1 – Open Space Maintenance Chart

Care	Priority 1	Priority 2	Priority 3	Priority 4
Mowing and Trimming	Weekly at 3" (no highly visible grass clippings)	12-14 calendar days at 3"	10 – 14 calendar days at 3"- 4"	Once – twice per year
Turf care – aeration, top dressing, fertilization	Annually	Annually	Naturalized	No
Waste Removal and litter pick up	Daily – bins to be 75% full	Daily during season	Weekly	Hazardous materials only
Tree Maintenance	1-2 years	Every 3 years	Every 5 years	Danger trees only
Integrated Pest Management	As needed	As Needed	As needed	No
Irrigation	Full Season Watering	Early establishment only	Naturalized or early establishment only	N/A
Gardening – weeding, edging, pruning shrubs	Weekly	Monthly	Bi-weekly or as needed	No
Snow Clearing – within 72 hours	Paved pathways only	No	Paved areas only	N/A
Fall annual repair schedules are prepared and implemented for pathways patching, spraying and tree planting				

Trees and Shrubs

Trees and shrubs contribute to the beauty of Hudson's Hope, both in the valley and up on the prairie. Their canopies support storm water retention. As a vital asset to our community, a tree inventory will be established in our Asset Management database; this will occur as resources permit. This database will assist in the facilitation of maintenance and location of existing trees, their general health and the planning for the planting of new stock.

Residents may dispose of tree branches at the waste transfer site. Small branches may be deposited in the compost pile, while larger trees can be placed in the scrap wood pile. The District also offers free Christmas tree collection on a seasonal basis.

Maintenance Guidelines

- Pruning will be completed in accordance with horticultural best practices. Dead, dying or diseased branches is the minimum care that will be provided. Maintain natural character of trees and shrubs.
- Low hanging branches that interfere with vehicles, equipment, cyclists, pedestrians, sightlines, signs and dead branches will be removed.
- Final cuts should result in a flat surface with no damage to adjacent bark.
- No leftover debris will remain from tree pruning. Wherever possible, trees or shrubs will be removed below ground level and the holes filled in and level.
- New trees will be watered for the first five (5) years in order to establish a good root system. The District may not water mature trees beyond this stage.

Playgrounds and Park Furnishings

Play spaces should be designed and planned to provide a safe and secure area for social play and interaction. Accessible sites and apparatus should be created where possible.

Maintenance Guidelines

- Playground inspections are performed in accordance with CSA Guidelines and logged on a monthly basis by Public Works personnel: all repairs will be completed immediately, or the apparatus will be placed out of use.

- Park furnishings are to be kept clean, painted and functional. An annual maintenance and inspection program will be in place and unsafe furnishings will be taken out of commission until repaired or replaced.
- Unless warranted, a minimum of one waste and one bear-proof recycling container will be located at each park area.

Gardening and Turf

The District will be proactive in maintaining healthy plant and turf growth through a regular program of mowing, watering, aeration, fertilizing, top dressing cultivation and herbicide management.

Maintenance Guidelines

- Fertilizer application will be even and uniform in nature. The preferred fertilizer for grassy areas is manure or grass mulch. Flower beds will be fertilized every two weeks and planters and hanging baskets will be done weekly.
- Prior to any aeration, all irrigation sprinkler heads will be identified and flagged. Aeration holes should be 3" deep and 3" or less apart.
- Grass will be mowed in a pattern which minimizes leaving grass and clippings on walkways, roads or other hard surfaces. Excess grass clippings will be raked and removed.
- Prior to and after mowing in Priority 1 and 2 parks there should be no visible litter. No lubricant or fuel spills on turf or non turf areas.
- Damaged planters and boxes will be replaced or repaired within one season. Annual plants will be removed at the end of the season (first killing frost)
- Shrub beds will be mulched to a depth of 2-4". Weeds in shrub beds are typically pulled by hand and the frequency should be in accordance with the park classification maintenance Guidelines.

References:

- <https://www.canada.ca/en/health-canada/services/home-garden-safety/maintaining-lawn.html>
- City of Leduc: <https://www.leduc.ca/city-maintenance/grass-cutting>
- City of Chestermere: Parks and Recreation Open Spaces Maintenance Guidelines, May 2018

APPENDIX – Parks and Open Spaces

Grass Cutting Requirements						
Location	Priority	Freq	#cuts	Equipment	Days to cut	Work Days
		Weeks:	20	Season		267.75
Municipal Centre <i>District Office</i> <i>Fire Hall</i> <i>Curling Club</i> <i>Community Hall</i> <i>Skate Park</i> <i>Library</i>	1	2xweek	40	All	1	40
Arena Complex <i>Arena</i> <i>Outfield</i> <i>Baseball Infield</i> <i>Shale Infield</i>	1	Weekly Weekly Weekly 2xweek Weekly	20 20 20 40 20	All Harrow	1	20
Pool Park <i>Pool</i> <i>Soccer Fields</i> <i>Tennis Courts</i>	1	Weekly Weekly Weekly Weekly	20 20 20 20	All	0.75	15
Beattie Park <i>Beattie Park Museum</i> <i>Beattie Lift Station</i>	1	Weekly Mon/Thurs	20	All	1	20
Campgrounds <i>King Gething</i> <i>Alwin Holland</i> <i>Dinosaur</i> <i>Cameron Lake</i>	2	Weekly Monthly Bi-Weekly Bi-Weekly	20 0 10 10	All	4	80
Beryl Prairie <i>BP Park</i> <i>BP Fire Hall</i>	3	Bi-Weekly Bi-Weekly Bi-Weekly	10	All	0.75	7.5
Welcome Signs	3	Bi-Weekly	10		0.25	2.5
Lucas <i>Subdivision</i>	3	Bi-Weekly	10	Tractor	1	10
Road Boulevards <i>Dr's House Hill</i> <i>Dudley Dr./core</i> <i>Dudley Dr/Arena</i>	3	Bi-Weekly Bi-Weekly Bi-Weekly Bi-Weekly	10	All	3	30

Grass Cutting Requirements						
Location	Priority	Freq	#cuts	Equipment	Days to cut	Work Days
<i>Fredette</i>		Bi-Weekly				
<i>Garbitt Cres</i>		Bi-Weekly				
<i>Gething</i>		Bi-Weekly				
<i>Hwy 29/Core</i>		Bi-Weekly				
<i>Hwy 29/Dr. Greene</i>		Bi-Weekly				
<i>Hwy 29/School</i>		Bi-Weekly				
<i>Jones Cres</i>		Bi-Weekly				
<i>Kyllo</i>		Bi-Weekly				
<i>Paquette</i>		Bi-Weekly				
<i>MacIntosh Cres</i>		Bi-Weekly				
<i>Monteith</i>		Bi-Weekly				
<i>Rutledge</i>		Bi-Weekly				
<i>Turner Cres</i>		Bi-Weekly				
<i>Water T P</i>		Bi-weekly				
Cemetery						
<i>Garden of Peace</i>	3	Bi-Weekly	10	All	1	10
<i>Pioneer</i>	4	Twice	2	Hand	1	2
Ditches	4	Twice	2	Flail	15	30
<i>Adam St</i>						
<i>Airport</i>						
<i>Ardill, etc</i>						
<i>Arena Road</i>						
<i>Bodecker Rd</i>						
<i>Clarke Ave</i>						
<i>Dinosaur Lake Rd</i>						
<i>Drew</i>						
<i>Forfar</i>						
<i>Freer Rd</i>						
<i>Jamieson</i>						
<i>WWTP Lagoons</i>						
<i>Lynx Creek</i>						
<i>Millar</i>						
<i>Peck, etc.</i>						
<i>Powell</i>						
<i>Ross St</i>						
<i>Wegens Subdiv.</i>						
Reservoir	4	Once	1	Hand	0.75	0.75

REQUEST FOR DECISION

RFD#: CC-2020-02	Date: January 27, 2020
Meeting#: CM021020	Originator: Chris Cvik
RFD TITLE: District of Hudson's Hope Road Closure Bylaw No. 912, 2020, Beckman Road	

RECOMMENDATION:

1. That District of Hudson's Hope Road Closure Bylaw No. 912, 2020, Beckman Road be read a first time as recommended in the report dated January 27, 2020, from the CAO regarding Road Closure Bylaw No. 912, 2020.
2. That Bylaw No. 912, 2020 be read a second time.
3. That Bylaw No. 912, 2020 be read a third time.
4. And that Public Notice of Council's intention to close Beckman Road and remove the road dedication be provided in accordance with Sections 26(3) and 40 of the *Community Charter*.

BACKGROUND:

To present for Council's consideration a Bylaw to close and remove the road dedication from Beckman Road (from Highway 29 to the end of Beckman Road) to facilitate the sale of the land to BC Hydro as part of the Site C Project.

There is one remaining property owner at the end of Beckman Road. The District will continue to maintain Beckman Road while residents live there and count on the District to provide access.

DISCUSSION:

Section 40 of the *Community Charter* outlines the process for the permanent closure of a road and the removal of a highway dedication. This includes:

- (1) A council may, by bylaw, close all or part of a highway that is vested in the municipality to all or some types of traffic.
- (2) A council may, by bylaw, remove the dedication of a highway
 - (a) that has been closed by a bylaw under subsection (1) (a), or
 - (b) that is to be closed by the same bylaw, or by a bylaw adopted by the council at the same time.
- (3) Before adopting a bylaw under this section, the council must

- (a)give notice of its intention in accordance with section 94 [public notice], and
- (b)provide an opportunity for persons who consider they are affected by the bylaw to make representations to council.

Section 26 of the *Community Charter* addresses the Notice of proposed property disposition. This includes:

- (1) Before a council disposes of land or improvements, it must publish notice of the proposed disposition in accordance with section 94 [public notice].
- (2) In the case of property that is available to the public for acquisition, notice under this section must include the following:
 - (a)a description of the land or improvements;
 - (b)the nature and, if applicable, the term of the proposed disposition;
 - (c)the process by which the land or improvements may be acquired.
- (3) In the case of property that is not available to the public for acquisition, notice under this section must include the following:
 - (a)a description of the land or improvements;
 - (b)the person or public authority who is to acquire the property under the proposed disposition;
 - (c)the nature and, if applicable, the term of the proposed disposition;
 - (d)the consideration to be received by the municipality for the disposition.

FINANCIAL:

Once the road is closed and removal of highway dedication filed with Land Title Office, the property will be registered in the name of the District. The District will sell the property to BC Hydro as portions of the road will be under water or part of impact lines.

Attachments:

- 1. District of Hudson's Hope Road Closure Bylaw No. 912, 2020, Beckman Road.
- 2. Draft Public Notice

Report Approved by:


Chris Cvik, CAO

BYLAW NO. 912, 2020

A Bylaw to Close Beckman Road

WHEREAS pursuant to Section 40 of the *Community Charter*, Council may adopt a bylaw to close a highway and remove its highway designation.

AND WHEREAS notice of adoption of this Bylaw has been published in a newspaper for two consecutive weeks prior to adoption and Council has provided an opportunity for persons who consider they are affected to make presentations to Council.

NOW THEREFORE, the Council of the District of Hudson's Hope enacts as follows:

1 Citation

- 1.1 This Bylaw may be cited as District of Hudson's Hope Road Closure Bylaw No. 912, 2020, Beckman Road.

2 Legal Description

- 2.1 That the 99.15 metres of road shown in outline and identified as Beckman Road, in the District of Hudson's Hope and commonly known as "Beckman Road" a copy of which is attached hereto as Schedule A and forms a part of this Bylaw, is hereby stopped up and closed to traffic of all kinds and the dedication as road is removed.

3 Authorization

- 3.1 The Mayor and Corporate Officer are hereby authorized to execute all documentation necessary to give effect to the provisions of this Bylaw, including the plan attached hereto as Schedule A.

4 Severability

- 4.1 If a portion of this Bylaw is found invalid by a Court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a First Time this 10th day of February, 2020.

Read a Second Time this 10th day of February, 2020.

Read a Third Time this 10th day of February, 2020.

Adopted this _____ day of March, 2020.

Dave Heiberg,
Mayor

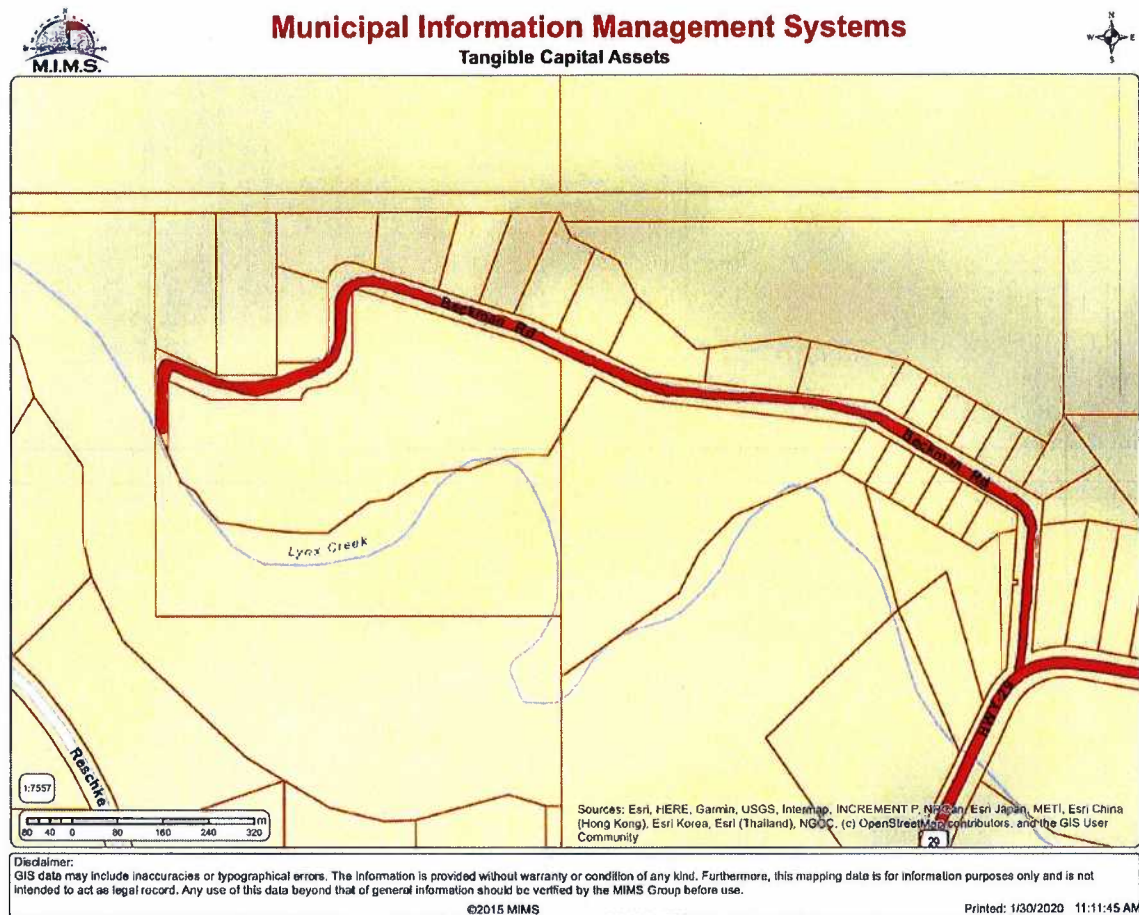
Jeanette McDougall,
Corporate Officer

Certified a true copy of Bylaw No. 913, 2020

this _____ day of _____

Corporate Officer

Schedule A



PUBLIC NOTICE

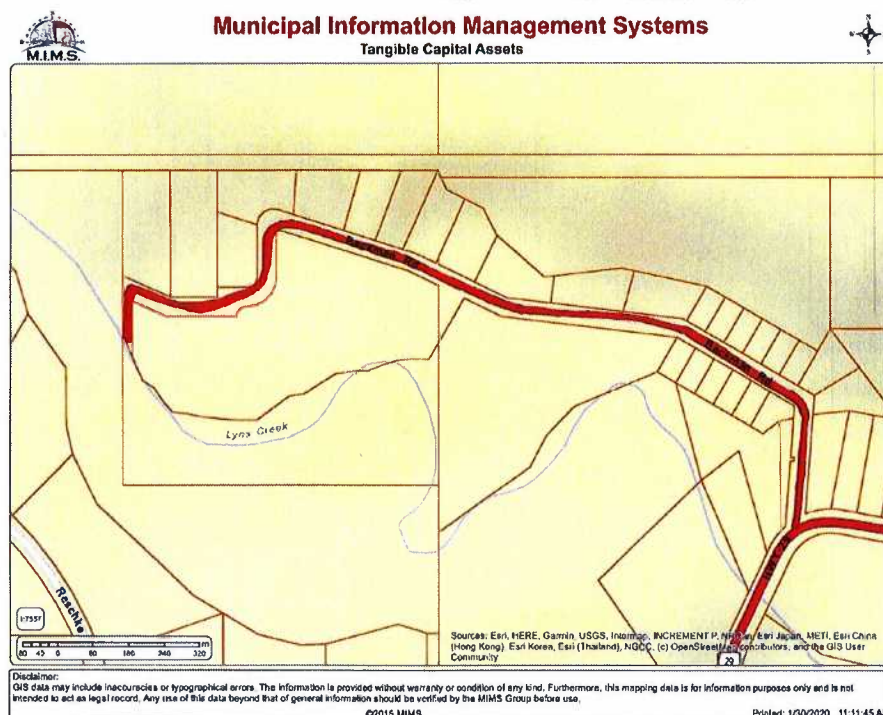
Notice of Intention – Road Closing Bylaw and Property Disposition

When: Monday, March 9, 2019 at 6:00 p.m.

Where: Council Chambers, District Office, 9904 Dudley Drive, Hudson's Hope, B.C.

The District of Hudson's Hope intends to adopt District of Hudson's Hope Road Closure Bylaw No. 912, 2020, Beckman Road pursuant to Section 40 of the *Community Charter*, which will close Beckman Road (from Highway 29 to the end of Beckman Road – approximately 996.15 meters) and remove the road dedication of such property as highlighted in red on Map 1.

Map 1



Once the road is closed, the District of Hudson's Hope intends to sell the property to BC Hydro for consolidation with other adjacent BC Hydro owned property as part of the Site C Project.

Before making its decision, the Council will hear from all persons who have an interest in this matter. Written briefs may be submitted to the municipal office on or before the date and time of the meeting or verbal presentations may be made to the Council during the meeting.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Dave Heiberg and Council

SUBJECT: REVITALIZATION TAX EXEMPTION BYLAW NO. 914, 2020
- RECONSIDERATION

DATE: February 10, 2020

FROM: Jeanette McDougall, Corporate Officer

RECOMMENDATION

THAT the following recommendation be brought forward from the Council meeting held January 13, 2020 for reconsideration:

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.*

BACKGROUND

The proposed Revitalization Tax Exemption Bylaw 914, 2020 was brought before Council for consideration and for the first 3 (three) readings at the Council meeting held January 13, 2020. The motion was placed on the floor, and after careful discussion, was defeated. Subsequent to this, Mayor Heiberg determined that the defeated motion should be brought forward for reconsideration, which is permitted in accordance with Section 131 of the *Community Charter* and Section 9(1) of the Council Procedure Bylaw No. 765, 2009 (Consolidated), provided that the reconsideration is within 30 days of the date the original motion was voted on.

The reasons for the reconsideration include the following:

Recognition of a need for further discussion regarding the potential advantages / disadvantages of the proposed tax incentives pertaining to the proposed Revitalization Tax Exemption Bylaw – Lucas Subdivision, No. 914, 2020, 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; opportunity through the Public Notice process to obtain feedback from residents.


Attachments:

- *Excerpts from the Community Charter, Section 131 and the Council Procedure Bylaw No. 765, 2009 (Consolidated), Section 9(1)*
- *The proposed Tax Revitalization Exemption Bylaw 914, 2020 and Public Notice*
- *Report and attachments regarding the proposed Tax Revitalization Exemption Bylaw 914, 2020 (brought forward from the Council meeting held January 13, 2020)*

Administrators Comments



Chris Cvik, CAO



Jeanette McDougall,
Corporate Officer

Community Charter, Section 131

Mayor may require council reconsideration of a matter

- 131 (1) Without limiting the authority of a council to reconsider a matter, the mayor may require the council to reconsider and vote again on a matter that was the subject of a vote.
- (2) As restrictions on the authority under subsection (1),
- (a) the mayor may only initiate a reconsideration under this section
 - (i) at the same council meeting as the vote took place, or
 - (ii) within the 30 days following that meeting, and
 - (b) a matter may not be reconsidered under this section if
 - (i) it has had the approval of the electors or the assent of the electors and was subsequently adopted by the council, or
 - (ii) there has already been a reconsideration under this section in relation to the matter.
- (3) On a reconsideration under this section, the council
- (a) must deal with the matter as soon as convenient, and
 - (b) on that reconsideration, has the same authority it had in its original consideration of the matter, subject to the same conditions that applied to the original consideration.
- (4) If the original decision was the adoption of a bylaw or resolution and that decision is rejected on reconsideration, the bylaw or resolution is of no effect and is deemed to be repealed.

District of Hudson's Hope Council Procedure Bylaw No. 765, 2009 (Consolidated)

9. Mayor May Require Council Reconsideration

The Mayor may, at any time within 30 days after its adoption, require Council to reconsider and vote again on a matter that was the subject of a vote, provided the matter has not had the approval of the electors, the assent of the electors or already been reconsidered under this section.



BYLAW NO. 914, 2020

A Bylaw to Provide Property Tax Exemption within the Lucas Subdivision

WHEREAS pursuant to Section 226 of the *Community Charter*, Council may adopt a bylaw for a revitalization tax exemption program;

AND WHEREAS Council wishes to establish a Revitalization Tax Exemption Program in order to encourage residential home development within the Lucas Subdivision;

AND WHEREAS Council's objectives under the Revitalization Tax Exemption Program are to (a) encourage new development in the community; (b) reduce the municipal tax burden on property owners; (c) to advance the objectives of the District's Official Community Plan to improve the quality, quantity, diversity, and condition of the housing stock, and to ensure higher residential density is centrally located;

AND WHEREAS Council has reviewed the objectives of the Revitalization Tax Exemption program bylaw in conjunction with the use of permissive tax exemptions as per Section 165(3.1)(c) of the *Community Charter*; and

AND WHEREAS notice of adoption of this Bylaw has been published in a newspaper for two consecutive weeks prior to adoption and Council has provided an opportunity for persons who consider they are affected to make presentations to Council.

NOW THEREFORE, the Council of the District of Hudson's Hope enacts as follows:

- 1 This bylaw shall be cited for all purposes as "Revitalization Tax Exemption Program Bylaw 914, 2020 – Lucas Subdivision.
- 2 Schedule "A" attached hereto and made part of this Bylaw comprises the land eligible for the District of Hudson's Hope Revitalization Tax Exemption.

- 3 Schedule "B" attached hereto and made part of this Bylaw comprises the contents of the District of Hudson's Hope Revitalization Tax Exemption Program.
- 4 Schedule "C" attached hereto and made part of this Bylaw comprises the contents of the Revitalization Tax Exemption Application.
- 5 Schedule "D" attached hereto and made part of this Bylaw comprises the contents of the Revitalization Tax Exemption Agreement.
- 6 Schedule "E" attached hereto and made part of this Bylaw comprises the Revitalization Tax Exemption Certificate.
- 7 The Mayor and Corporate Officer are hereby authorized to execute all documentation necessary to give effect to the provisions of this Bylaw, including the plan attached hereto.
- 8 If a portion of this Bylaw is found invalid by a Court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a First Time this _____ day of February, 2020.

Read a Second Time this _____ day of February, 2020.

Read a Third Time this _____ day of February, 2020.

Adopted this this _____ day of February, 2020.

Dave Heiberg
Mayor

Jeanette McDougall
Corporate Officer

Certified a true copy of Bylaw No. 914, 2020

this _____ day of _____

Corporate Officer

Schedule A

Revitalization Tax Exemption Program – Lucas Subdivision BYLAW NO. 914, 2020



Schedule B

Revitalization Tax Exemption Program – Lucas Subdivision BYLAW NO. 914, 2020

Definitions:

In this Bylaw:

“Agreement” means a Revitalization Tax Agreement between the owner of a Parcel and the District;

“Assessed Value” means the BC Assessment Authority land and improvements assessed value of the parcel subject to an Agreement for the purposes of calculating property taxes;

“Baseline Amount” means an assessed value of land and improvements used to calculate municipal property tax payable on a Property located in the Revitalization Area during the Base Amount Year;

“Base Amount Year” means the calendar year prior to the first calendar year in respect of which an Exemption Agreement applies to a property in the Revitalization Area and/or the calendar year in which the Revitalization Tax Exemption Certificate is issued;

“Building Inspector” means a qualified person employed by the District to make professional judgment about whether a building meets building code requirements.

“Building Permit” refers to the approval issued by the District to the Parcel owner that allows the Parcel owner to proceed with building construction.
NOTE: The Building Permit shall expire if the work authorized by the permit is not completed within 24 months of the permit issue date.

“District” means the District of Hudson’s Hope.

“Program Eligibility Period” means the One-Year period from the date of adoption of Bylaw 914, 2020, in which Building Permits will be accepted for consideration under the Program. For greater clarity, this means that a Building Permit must be issued within the One-Year period after the date the Bylaw is adopted and then the Property owner has a maximum of twenty-four (24) months to complete the work.

“Occupancy Approval Inspection Certificate” means the final inspection form completed by the Building Inspector to confirm that the house is finished and ready to be lived in.

“Parcel” means one of the twenty-seven (27) lots that comprise Lucas Subdivision;

“Property” means the legally described land and improvements to which a Revitalization Tax Exemption is applied for.

“Revitalization Area” means the twenty-seven (27) lot Lucas Subdivision.

“Tax Exemption” means a revitalization tax exemption obtained pursuant to this bylaw;

“Tax Exemption Application form” refers to application made by a Parcel owner to the District for tax exemption;

“Tax Exemption Certificate” means a Revitalization Tax Exemption Certificate issued by the District of Hudson’s Hope;

Program Details

1. The Program is hereby established pursuant to the provisions of Section 226 of the *Community Charter* which is intended to achieve its objectives to: (a) encourage new development in the community; (b) reduce the municipal tax burden on property owners; (c) to advance the objectives of the District’s Official Community Plan to improve the quality, quantity, diversity, and condition of the housing stock, and to ensure higher residential density is centrally located.

2. The terms and conditions upon which a Tax Exemption Certificate may be issued are as set out in this Bylaw, in the relevant Agreement entered into between the District and the Owner pursuant to this Bylaw; and in the Tax Exemption Certificate in relation to a particular Parcel.

3. The amount of an annual tax exemption shall be equal to 100% of the municipal portion of property taxes imposed under Section 197 (1) (a) of the *Community Charter*.

4. An exemption under this program does not affect the Parcel owner’s liability for municipal utility, user fees or parcel taxes or taxation imposed by other

government or public bodies and collected by the District, including taxation under the School Act.

5. An exemption under this program does not affect the Parcel owner's past liability for any municipal property taxes, utility, user fees or parcel taxes or taxation imposed by other government or public bodies and collected by the District, including taxation under the School Act incurred from the purchase date of the property to the issue of the Tax Exemption Certificate.

6. The maximum term of a tax exemption shall be ten years.

7. The tax exemption is attached to the Parcel and is transferable to subsequent property owners within the term of the Agreement.

8. Any building construction undertaken prior to the effective date of the approval of the Revitalization Tax Exemption bylaw will not be eligible for consideration.

Application Process

9. When the owner of a Parcel wishes Council to consider granting a tax exemption, the owner must apply to the Deputy Treasurer, in writing, and must submit the following with the application: (a) a copy of the Occupancy Approval Inspection Certificate completed by the Building Inspector and (b) a completed Application For Revitalization Tax Exemption form.

10. Applications to the Deputy Treasurer must be received on or before the 31st of August in the year prior to the first year in which a tax exemption is sought.

11. Once the Deputy Treasurer determines that all the requirements established under Application for Revitalization Tax Exemption form have been fulfilled, the Parcel Owner and District will enter into a Tax Exemption Agreement.

12. Once the Tax Exemption Agreement is completed and signed, the Deputy Treasurer must issue a Tax Exemption Certificate for the Parcel.

13. A Tax Exemption Certificate issued for the Parcel is subject to the condition that all of the conditions set out in the Agreement continue to be met and may be cancelled by Council if any of the conditions set out in the Agreement are not met.

14. If the Tax Exemption Certificate is cancelled during a year in which the owner of a Parcel has received a tax exemption, the owner of the Parcel shall pay to the District within 30 days of cancellation a recapture amount calculated as equal to a percentage of the amount of the tax exemption with the percentage being equivalent to the percentage of the taxation year remaining from the date of cancellation.

15. If the amount is not paid under Section 14, any amount unpaid will bear interest at the rate prescribed by the Province of British Columbia for Taxes in Arrears or Delinquent as set from time to time by the Province of British Columbia.

Schedule C

**Revitalization Tax Exemption Program – Lucas Subdivision
BYLAW NO. 914, 2020**

Application for Revitalization Tax Exemption

I am hereby making application for tax exemption.

Name: _____

Mailing Address: _____

Contact Telephone or Cell Number: _____

Subject Property Information:

Civic Address: _____

Legal Description: _____

Property Identification Number (PID): _____

Copy of Completed Occupancy Approval Inspection Certificate signed off by the
Building Inspector.

Attached ☐

I confirm that all taxes assessed and rates, chares, and fees imposed on the
Property have been paid and that all installments owing at the date of the
certificate application have been paid.

Confirmed ☐

Property Owner/Applicant

Date

OFFICE USE ONLY:

Date Building Permit Approved: _____

Date Occupancy Approval Inspection Certificate sign off: _____

Date Tax Exemption Application Received by the District: _____

Schedule D

**Revitalization Tax Exemption Program – Lucas Subdivision
BYLAW NO. 914, 2020**

Revitalization Tax Exemption Agreement

This Agreement dated for reference the _____ day of _____, 20__
is between:

I am hereby making application for tax exemption.

XXX

(the "Owner"):

AND

The District of Hudson's Hope
9904 Dudley Drive
Hudson's Hope, BC V0C1V0

(the "District"):

Given that the owner is the registered owner in fee simple of lands in the
District of Hudson's Hope at:

(civic address)

(legal description)

(the "Parcel"):

PREAMBLE

Council has established a Revitalization Tax Exemption Program in order to encourage residential home development within the Lucas Subdivision. The Program is included within the District of Hudson's Hope Revitalization Tax Exemption Bylaw 914, 2020.

Council's objective under the Revitalization Tax Exemption Program are to (a) encourage new development in the community; (b) reduce the municipal tax burden on property owners; (c) to advance the objectives of the District's Official Community Plan to improve the quality, quantity, diversity, and condition of the housing stock, and to ensure higher residential density is centrally located.

CONDITIONS

1. The Owner has provided the Deputy Treasurer a completed Occupancy Approval Inspection Certificate signed off by the Building Inspector.
2. The Owner has provided the Application for Revitalization Tax Exemption Form to the Deputy Treasurer on or before the 31st of August in the year prior to the first year in which a tax exemption is sought.
3. The signed Occupancy Approval Inspection Certificate and the Application for Revitalization Tax Exemption Form are provided to the Deputy Treasurer within the 24-month eligibility period from the date the Building Permit was issued.
4. The Owner has paid all taxes assessed and rates, charges, and fees imposed on the Property have been paid and that all installments owing have been paid.

CALCULATION OF REVITALIZATION TAX EXEMPTION

The amount of an annual tax exemption shall be equal to 100% of the municipal portion of property taxes imposed under Section 197 (1) (a) of the *Community Charter*.

An exemption under this program does not affect the Parcel owner's liability for municipal utility, user fees or parcel taxes or taxation imposed by other

government or public bodies and collected by the District, including taxation under the School Act.

TERM OF TAX EXEMPTION

The maximum term of a tax exemption shall be ten years.

Provided the requirements of this Agreement and the "District of Hudson's Hope Tax Revitalization Exemption Bylaw No. 914, 2020" are met, the tax exemption shall be for the taxation years _____ to _____, inclusive (10 year maximum).

The tax exemption is attached to the Parcel and is transferable to subsequent property owners within the term of the Agreement.

REPRESENTATION AND WARRANTIES

The Owner represents and warrants to the District that the Owner is the Owner of the Parcel for the purpose of property assessment and taxation.

CANCELLATION

The District may in its sole discretion cancel the Tax Exemption Certificate at any time:

- (a) on the written request of the Owner; or
- (b) effective immediately upon delivery of a notice of cancellation to the Owner.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will pay to the District within 30 days of cancellation an amount equal to the percentage of the amount of any tax exemption equivalent to the percentage of the year remaining from the date of cancellation.

If the amount is not paid, any amount unpaid will bear interest at the rate prescribed by the Province of British Columbia for Taxes in Arrears or Delinquent as set from time to time by the Province of British Columbia.

NO REFUND

For greater certainty, under no circumstances will the Owner be entitled under the District's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

NOTICES

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- (a) In the case of a notice to the District, at:

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

Attention: Deputy Treasurer

- (b) In the case of a notice to the Owner, at:

[insert name and address of owner]

Attention:

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

NO ASSIGNMENT

The Owner shall not assign its interest in this Agreement except to a subsequent owner in fee simple of the Parcel.

SEVERANCE

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the District of Hudson's Hope by its authorized signatories.

Mayor

Owner

Corporate Officer

Owner

Schedule E

Revitalization Tax Exemption Program – Lucas Subdivision BYLAW NO. 914, 2020

Revitalization Tax Exemption Certificate

In accordance with the "District of Hudson's Hope Revitalization Tax Exemption Bylaw No. 914, 2020" (the "Bylaw") and in accordance with a Revitalization Tax Exemption Agreement dated for reference the _____ day of _____, 20____ (the "Agreement") entered into between the District of Hudson's Hope (the "District") and _____ (the "Owner"), the registered owners of [insert legal description of property] _____ (the "Parcel").

This certificate certifies that the Parcel is subject to a revitalization tax exemption equal to 100% of the municipal portion of property taxes imposed under Section 197 (1) (a) of the Community Charter for each of the taxation years 20____ to 20____ inclusive (Maximum 10 Years).

The tax exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw.
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the parcel without the transferee taking an assignment of the Agreement and agreeing to be bound by it.
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for other properties owned by the Owner within the District Parcel to go into arrears or to become delinquent.
4. The Agreement is not otherwise terminated.

If any of these conditions are not met, then the Council of the District of Hudson's Hope may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel or a successor in title to the Owner as the case may be, shall remit to the District an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

PUBLIC NOTICE
Revitalization Tax Exemption Program – Lucas Subdivision
BYLAW NO. 914, 2020

When: Monday, March 9, 2020 at 6:00 p.m.

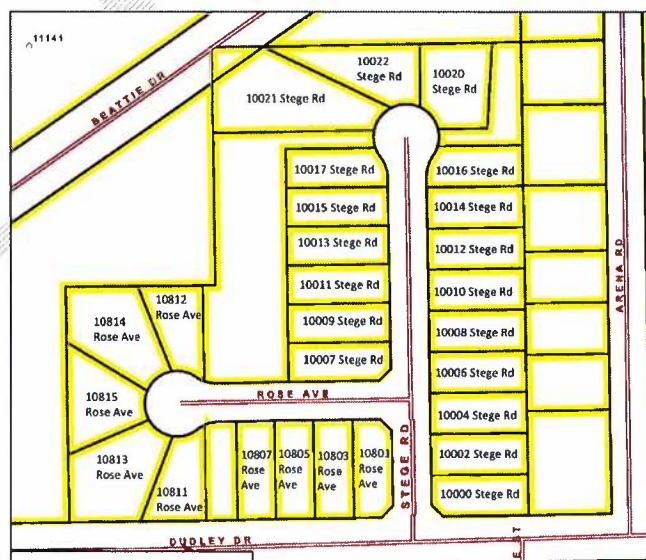
Where: Hudson's Hope Council Chambers, 9904 Dudley Drive, Hudson's Hope, B.C.

Pursuant to Section 226 of the *Community Charter*, Council for the District of Hudson's Hope is considering the adoption of Bylaw No. 914, 2020, a bylaw to establish a Revitalization Tax Exemption Program to encourage residential home development within the Lucas Subdivision (Map 1).

Council's objective under the Revitalization Tax Exemption Program are (a) to encourage new development in the community; (b) to reduce the municipal tax burden on property owners; (c) to advance the objectives of the District's Official Community Plan to improve the quality, quantity, diversity, and condition of the housing stock and to ensure higher residential density is centrally located.

The Tax Exemption Program would provide a 100% exemption of municipal property tax for properties that qualify within the Lucas Subdivision. To qualify, residents would be required to purchase a lot in the Lucas Subdivision; have an approved Building Permit issued within twelve (12) months of Council's adoption of the Bylaw; and finish construction within twenty-four (24) months of the issuance of the approved Building Permit.

Lucas Subdivision - Map 1



Before making a decision, the Council will hear from all persons who have an interest in this matter. Written briefs may be submitted to the municipal office on or before the date and time of the meeting or verbal presentations may be made to the Council during the meeting.

Jeanette McDougall

From: Chris Cvik
Sent: December 18, 2019 11:23 AM
To: Danny Lepine
Cc: Jeanette McDougall; Dave Heiberg; Aaron Lepine; Lori Bahm
Subject: RE: Retail Cannabis Sales - Hudson's Hope

Mr. Lepine, thank you for your recent email. We will add it to the agenda for our next Council Meeting which is on January 13, 2020.

In terms of your email, I would like to clarify two points:

1. You commented "...we were simply asking whether or not the building we had selected would fall into a prohibited area of Hudson's Hope for cannabis retail." I apologize as this was not clear from your original request as your email only stated "...We have made a verbal deal on a building located behind Marg's mini mart, the address of the building is 9813 Fredette ave, Hudson's Hope. We hope that HH Mayor and council will consider our proposal to operate in your beautiful community." The short answer back to you would have been "Yes", the building you had selected is in a prohibited area in Hudson's Hope for cannabis retail. All areas in Hudson's Hope are currently prohibited from cannabis sales.
2. You commented "We at Cannabis Corner are potential investors in your community and we have enquired several times about opening a business in your community." I am not aware of any previous inquiries about opening a business in our community. Can you please confirm when this were made and with whom. With respect to the current discussion on cannabis, the email that you submitted on October 29, 2019, was the first communication with myself, and your communication was presented to Council on November 12, 2019, which was the earliest opportunity for Council to consider your request.

Chris

Chris Cvik, CAO
District of Hudson's Hope
Cell: 250-783-0942

From: Danny Lepine <number1metis@gmail.com>
Sent: December 18, 2019 9:47 AM
To: Chris Cvik <cao@hudsonshope.ca>
Cc: Jeanette McDougall <clerk@hudsonshope.ca>; Dave Heiberg <mayor@hudsonshope.ca>; Aaron Lepine <aaronl@pris.ca>; Lori Bahm <lori_gordbahmfarming@yahoo.ca>
Subject: Re: Retail Cannabis Sales - Hudson's Hope

Chris,

I am feeling very frustrated with the process as you mentioned.

C1

I am very aware of the process required as I have been through it before. It is a long drawn out process fraught with inequities!

I was not seeking prior approval from Hudson's Hope as I am fully aware that that happens once the province shares my application with the applicable municipal government.

Since Hudson's Hope has not been proactive on the issue like most municipal governments have already been, we were simply asking whether or not the building we had selected would fall into a prohibited area of Hudson's Hope for cannabis retail.

Since we are already licensed from the province of BC in Fort St John we do not anticipate being rejected by the province for an application in Hudson's Hope, as we have already completed all of the required financial and security screening required by the province to operate cannabis retail outlets. That being said, the process can be very long and drawn out as the ministry responsible for licensing is swamped with applications.

We paid for an empty building in Fort St John for over 15 months while awaiting application approval. With all of the fees, lease, utilities, etc., We lost a considerable amount of money while waiting for approval.

Above you mention the district of Taylor responded to enquiries by investors regarding a craft brewery by putting bylaws in place and completing public engagement regarding the issue. We at Cannabis Corner are potential investors in your community and we have enquired several times about opening a business in your community.

Please let this be our official letter below,

Dear district council members in Hudson's Hope,

We the owners of Cannabis Corner wish to open a cannabis retail outlet in Hudson's Hope British Columbia. We do wish to receive clarification from the Hudson's Hope district council on any restrictions that our company would be required to satisfy in order to operate in your community.

We request that Hudson's Hope Council to decide on whether it wishes to consider any changes to your zoning bylaw which currently prohibits retail cannabis operations and to do your due diligence in regards to public engagement on the issue.

Regards,

Darwin Lepine,

On Tue, Dec 10, 2019 at 4:35 PM Chris Cvik <cao@hudsonshope.ca> wrote:

Good afternoon Mr. Lepine,

I am sorry you are feeling frustrated at the process. The District has been following the suggested steps on the Provincial Government website: <https://justice.gov.bc.ca/cannabislicensing/>

From this website, obtaining a local government recommendation occurs after an application has been submitted.

In your original October 29, 2019, email, your request was for Mayor and Council to consider your proposal to open a retail cannabis outlet in Hudson's Hope. You indicated that you were already licensed in the province of BC and anticipated that you would be approved to operate in Hudson's Hope **provided** you received municipal approval. Council interpreted this to mean that you were seeking municipal approval prior to seeking provincial approval; hence our responses about following the process and submitting an application to the province.

It is important to clarify from your email where you mentioned about the District of Taylor having a bylaw in place. Their process did not start with a 'pre-approval'. It started when potential investors inquired about opening a craft brewery within the District of Taylor. As craft breweries were not allowed, the District started the administrative process of looking at proposed zoning bylaw amendments and included zoning changes for retail cannabis operations at the same time. Once the draft zoning was done, it was shared with residents through a public hearing before being voted on.

If you are still interested in opening a retail cannabis operation in Hudson's Hope, I would encourage you to write Council stating that you are interested in opening a cannabis retail operation and would like clarification from Council on any restrictions that a retail cannabis operation would be required to satisfy. This information would help you determine whether you wish to proceed and will start the process for Council to decide on whether it wishes to consider any changes to our zoning bylaw which currently prohibits retail cannabis operations. Once changes to the bylaw are drafted, these would be shared with our residents through a public hearing process before being voted on.

Chris

Chris Cvik, CAO

District of Hudson's Hope

Cell: 250-783-0942

From: Danny Lepine <number1metis@gmail.com>

Sent: December 10, 2019 10:03 AM

To: Chris Cvik <cao@hudsonshope.ca>

Cc: Jeanette McDougall <clerk@hudsonshope.ca>; Dave Heiberg <mayor@hudsonshope.ca>; Aaron Lepine <aaronl@pris.ca>; Lori Bahm <lori_gordbahmfarming@yahoo.ca>

Subject: Re: Retail Cannabis Sales - Hudson's Hope

Chris,

That is very disappointing news to hear that Hudson's Hope has not been proactive on the issue, unlike virtually every other community in British Columbia.

The vast majority of the municipal governments in the province have already done their due diligence in regards to community engagement, and by setting clear bylaws in place outlining where Cannabis retail outlets can, and cannot operate in their respective communities. Fort St John, Dawson Creek, even the district of Taylor have done their community engagement and have set clear bylaws in place outlining where cannabis retail can, and cannot operate in their community.

The district councils lack of response on the issue is hindering the prospect of new business growth and much needed employment opportunities in your community.

The application fee alone is \$7,500. The application process can take up to 18 months to be completed by the province of BC. Applicants are required to have a lease in place prior to submitting the application for consideration, there must be a completed floor plan for the proposed building attached to the application. Application fees, blue print drawings, lease payments, as well as utilities on an empty building for up to 18 months can run upwards of \$40-\$50,000.

Unfortunately that is too costly of a gamble to take not knowing if the building location is in the allowable area for cannabis retail.

In short the HH regional districts lack of response to an issue that has been previously addressed by municipal governments on a national level is not only hindering business and employment, but also hindering the rights of the residents of the HH regional district to access a safe legal supply of Cannabis. Instead the residents of the HH regional district are left to purchase illegal cannabis from the black market.

This is an unfortunate situation that we sincerely hope will soon be addressed so that we might be able to offer employment opportunities to Hudson's Hope in the future.

Regards,

On Tue, Dec 10, 2019 at 8:54 AM Chris Cvik <cao@hudsonshope.ca> wrote:

Mr. Lepine,

During yesterday's Council meeting (December 9, 2019), Council discussed your November 27, 2019, email request to have prior approval from the municipal authorities before you submit an application fee to the Province for a retail cannabis license. Council is not prepared to provide prior approval or confirm that your request will not be approved. The process that the District will be following is that once an application is forwarded to the District from the Province, the District will undertake the public engagement process to find out from residents if they support a cannabis retail operation and obtain feedback on any items of importance (i.e., location of business in proximity to schools, parks, etc.) that residents bring forward for Council's consideration prior to making a decision.

Please email me if you have further questions.

Regards,

Chris Cvik

Chris Cvik, CAO

Office: 250-783-9901

Cell: 250-783-0942

Fax: 250-783-5741



Hudson's Hope New Horizons Society

January 31, 2020

Dear Mayor and Council

The Hudson's Hope New Horizons Society is unable to transition to the new Society Act and will have to dissolve

We have formed a new club called "The Older Folks Club" and we continue to provide a place where seniors can enjoy games and the social interaction so necessary for mental wellbeing.

We would like to have our lease agreement amended to reflect the name change.

Will this change affect our current agreement to pay \$250.00 per year for the building liability?

Our seniors enjoy the social gatherings and activities and we hope to continue as usual. We hope you will give our request favourable consideration.

Sincerely



Elaine Ferguson

Secretary

C2

NEW HORIZONS CLUB BUILDING LEASE

THIS AGREEMENT dated for reference the 20TH day of JANUARY, 2016.

BETWEEN:

DISTRICT OF HUDSON'S HOPE, a municipality incorporated under the laws of British Columbia and having its office at Box 330, Hudson's Hope, B.C., V0C 1V0

Facsimile number: (250) 783-5741

(the "District")

AND:

NEW HORIZONS CLUB (Society Inc. No. S0017922, February 23, 1983.), a society duly incorporated under the laws of the Province of British Columbia and having its registered office at 9905 Dudley Drive, Hudson's Hope, B.C., V0C 1V0

(the "Club")

WHEREAS:

A. The District is the registered owner in fee simple of the property legally described as:

Parcel Identifier: 011-487-160
Lot 7
Section 18
Township 81
Range 25 West of the 6th Meridian
Peace River District
Plan 1979

("Lot 7");

B. The Building is located on Lot 7, as per attached Sketch Plan Schedule "A";

C. The area of Lot 7 where all the premises commonly known as the "Old Hudson's Hope Public Library Building" (the Building) is situated, is referred to in this Agreement as the "Land";

D. The Club desires to lease the Building for the purpose of operating a seniors' club and the District agrees to lease the Building to the Club on the terms and subject to the conditions set out in this Lease;

NOW THEREFORE in consideration of the premises and payments under this Lease and other good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, the District and the Club covenant and agree as follows:

Definitions

1 CAO: means Chief Administrative Officer of the municipality of the District of Hudson's Hope.

Club means the New Horizons Club.

Lease of Building

2. The District hereby leases to the Club the Building (the "Lease") for a term of five (5) years commencing on April 1, 2014 and terminating on March 31, 2019, (the "Term"), to have and to hold for the Term, and the Club does hereby accept the lease of the Building, subject to all the covenants, conditions and agreements contained in this Lease.

Option to Renew Lease

3. The Tenant may, if not in default under this Lease, renew this Lease four (4) times for a further term of 5 years each on the same terms and conditions except this renewal option, which is modified accordingly each time. This option may be exercised by the Club giving notice in writing to the District in the manner provided for giving notices not earlier than 6 months and not later than 90 days prior to the expiry of the Term or the renewal of the Term, as the case may be.
4. In the remainder of this Lease, the word "Term" refers to the Term as it may be renewed.

Ownership of Building

5. The District and the Club agree that the title to and ownership of the Building was, is and will be at all times, before, during and after the Term, vested in the District.

Ownership of Equipment

6. The District agrees that the furnishings and non-fixed equipment in the Building belong to the Club, including the office desk and other office equipment, chairs, benches, kitchen appliances and dishes, and all other items (the "Equipment").

Parking License

7. The District hereby grants to the Club a non-exclusive license (the "Parking License") to enter upon those paved parking areas shown in solid black on the sketch plan attached as Schedule "B" (the "Parking Area") in order to use the Parking Area only for vehicle parking purposes and only in association with use of the Building.
8. The Parking License commences on the Term Date and expires at the end of the Term or such earlier date that the Lease may terminate.
9. The Club acknowledges that the Parking Area is used by users of the Library and the Club acknowledges that parking may or may not be available in the Parking Area.
10. The Club may permit the Parking Area to be used for vehicle parking by its members, directors, officers, employees, and invitees when they are using the Building.
11. The Club shall ensure that all its users obey all rules and regulations posted by the District at the Parking Area, including rules and regulations that may prohibit parking longer than a specified number of hours or that may prohibit overnight parking.
12. The Club acknowledges that the District may temporarily close all or parts of the Parking Area from time to time or parking may not be available on occasion if the District chooses to clear ice and snow, resurface or otherwise repair or maintain the Parking Area.

13. The Club further acknowledges that the Parking Area represents significant sites in the downtown core and the District may change or even reduce the Parking Area from time to time.

Building Accepted "As Is"

14. The Club accepts the Building "as is" and as being fit for the Club's purposes and the Club acknowledges that the District has made no representations or warranties whatsoever respecting the Building.

Use of Building

15. The Club shall use the Building for the purpose of operating a seniors' club, which may include a lobby, an administrative office, meeting rooms, washrooms, kitchen and a lounge for the consumption of food and drinks, including alcoholic drinks.

No Abandonment

16. Except during the months of May, June, July and August, the Club shall not abandon the Building or leave the Building vacant or unoccupied or otherwise fail to use the Building as a seniors' club for more than 15 consecutive days.

Public Use of Building

17. The Club shall at all times during the Term allow members of the public to become members of the Club on the terms of the Club's bylaws as attached as Schedule "C" and the Club shall not amend its bylaws to change the manner by which members of the public may become members of the Club.
18. The Club shall ensure that the Building and parts of the Building are made available for license by members of the public on the terms set out in section 30.
19. Despite the preceding section, if public use of the Building is not available because of a tournament, the Club is not required to offer public entry during that tournament day provided that the missing public time is offered during the permitted hours the preceding or the following week.

Rent

20. As payment for the Lease of the Building and the Parking License, the Club shall pay to the District rent (the "Rent") in the amount of \$1.00 per year of the Term.

Additional Rent

21. All monies other than Rent which are owed to the District by the Club shall be considered additional rent ("Additional Rent"), whether or not described as such in this Agreement, and shall be paid by the Club to the District immediately upon demand and Additional Rent shall be collectible as if the amounts were Rent.

Timing of Payment

22. The Club shall pay the Rent in yearly instalments, in advance, by cheque delivered to the Municipal Hall.

Interest

23. The Club will pay to the District interest at a rate equal to 10% per annum, calculated and compounded monthly, on all unpaid monies under this Agreement, from the due date for payment until the date of payment. This stipulation for interest will not prejudice any other right or remedy of the District under this Agreement or at law or at equity.

No Set-Off

24. Rent and Additional Rent are payable by the Club to the District without any set-off or deduction.

Net Lease

25. It is the intention of the District and the Club that this is a "net lease" and except as specifically set out in section 46, all expenses, costs and payments whatsoever incurred in respect of the Building and any improvement to the Building or anything affecting the Building shall be borne by the Club.

GST

26. The Club acknowledges that Goods and Services Tax ("GST") is payable in addition to the Rent and the Club shall pay GST to the District at the time of each instalment payment of the Rent, and the Club shall pay all taxes, charges, levies and other fees, including GST or any replacement tax, which may otherwise be payable in respect of this Agreement.

Contracts for Utilities

27. The Club shall enter into its own contracts for gas, heating fuel, telephone service, cable, satellite, telecommunications service, electricity, power or communication service rendered in respect of the Building.

Payment of Utilities

28. The Club shall pay in full, when due, all charges and rates for gas, heating fuel, telephone service, telecommunications service, cable, satellite, electricity, power or communication service rendered in respect of the Building.

No Assigning or Subletting

29. The Club shall not assign this Agreement, and the Club shall not sublet all or any part of the Building except that the Club may sublease the kitchen within the Building to a person or company which provides food services to persons within the Building. No sublease of the kitchen by the Club will release the Club from its obligation to observe or perform the Club's obligations under this Agreement, including the Club's indemnity.

Licensing

30. The Club may licence the entire Building or any part of the Building without the Club obtaining the prior written consent of the District in each instance, subject though to the following terms:
- (a) The Club must not license the entire Building or part of the Building for a use that is controversial or otherwise inappropriate for a building owned by a municipal government.

- (b) Before licensing the entire Building or any part of it, the Club must provide the District with all information requested by the District.
- (c) The Club shall not enter into any licences of the Building or part of it unless the licensee obtains liability insurance of \$3 million or such greater amount required by the District from time to time.
- (d) No license by the Club will release the Club from its obligation to observe or perform the Club's obligations under this Agreement, including the Club's indemnity.

Retention of Revenue

- 31. The Club must deposit and retain, in a separate bank account, all monies which it receives as rent and which it receives as payments for licenses of all or part of the Building, and accrued interest (the "Reserve Account"), which Reserve Account may be used only for Major Repairs as that term is defined in section 46. Seniors' organizations registered under the BC Societies Act are exempt from paying rental charges to the Club.

Delivery of Information

- 32. The Club must, by June 30 of each calendar year during the Term, deliver to the District complete and accurate financial statements for the immediately preceding calendar year, as well as information about the dates, times and amounts charged for the sublease of the kitchen and licenses of the Building or part of the Building and documentation as to the amount within the Revenue Account.
- 33. The District may inspect all records and books of account of the Club at any time during regular business hours.

Corporate Existence

- 34. The Club shall maintain its corporate existence and not take or allow any proceedings or steps toward dissolution and the Club shall provide the District each year of this Agreement with written confirmation from the B.C. Registrar of Companies that the Club is validly-incorporated as a society, not in liquidation or receivership, and in good standing as to the filing of its annual reports

Constitution and Bylaws

- 35. The Club shall operate strictly in accordance with the purposes of the Club as set out in its constitution and the procedures within its bylaws, both of which are attached as Schedule "C".

The Club shall not amend its constitution or bylaws, as set out in Schedule "C", without providing the District with at least 30 days advance written notice of the proposed amendment and the District's written approval of such amendment. The District may withhold approval for the amendment if, in the District's discretion, it determines that the proposed amendment will have a material adverse effect on the Club's ability to fulfill all of its obligations under this Agreement.

Not for Profit Status

- 36. The Club warrants, represents and agrees that it is and shall remain throughout the Term a not for profit society, duly incorporated and in good standing under the laws of the province of British Columbia and at the beginning of each calendar year during the Term, the Club must furnish to the District proof that it is a society in good standing with the Registrar of Companies.

Compliance with Laws

37. The Club will at all times use and occupy the Building and use the Parking Area in compliance with all statutes, laws, bylaws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all relating to environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, or hazardous material or hazardous substance, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

Zoning

38. The Club must not use or occupy the Building or permit a use or occupation of the Building in breach of the District of Hudson's Hope zoning bylaw, as amended from time to time.

No Nuisance

39. The Club will not use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Land or the Building or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event and the Club will not carry on, or suffer or permit to be carried on, on the Land or Building any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the District, to any occupant of lands and premises in the vicinity of the Land, and to the public generally.

No Alterations

40. The Club may not expand, alter or improve the Building without the consent of the District, which consent may be unreasonably refused and which consent may include conditions imposed by the District.

Builders Liens

41. The Club must discharge all liabilities incurred by it for labour, equipment, materials or services on the date upon which each becomes due.
42. The Club shall not permit any liens, judgments or other charges to be registered against the Land. If any lien, judgment or other charge is registered, the Club will obtain its discharge within 30 days of its registration.

Filing Notice of Interest

43. Throughout the Term, the District is entitled to file a Notice of Interest pursuant to Section 3(2) of the *Builders Lien Act* in the appropriate Land Title Office against title to the Land.

Repairs and Maintenance of Building

44. The District agrees that throughout the Term, the District shall fully repair and maintain the Building, including all structural elements, and will keep the Building in a state of good repair as a prudent owner would do but not affect minor repairs less than two hundred dollars (\$200.00) or household duties. The Club will not be obliged to repair, maintain, replace or alter the Building or any part of it during the Term. The Club will supply any services or utilities to the Building save and except for such services as the District may be required to provide strictly in its capacity as a municipality and not in its capacity as a landlord. The District hereby assumes the full responsibility for the condition, operation, maintenance, repair, replacement and management of the Building during the Term, other than previously described in this section. All repairs will be in

all respects to a standard equal to or greater than the original work and material in the improvements, and will meet the lawful requirements of all statutory authorities.

45. The Club and the District will delegate a committee to review and submit recommendations to the District of Hudson's Hope Council and the Club on building maintenance annually or as required.

Payment for Repairs and Maintenance

46. The District may pay for all repairs and maintenance (Repair) of the Building that are over the amount of two hundred dollars (\$200.00), including structural elements, as outlined in the preceding section, UNLESS:

- (a) the Repair is made necessary, in whole or in part, by the neglect, omission, default, breach, or negligence of the Club or its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible;
- (b) the Repair is made necessary by the decisions and actions of the Club, during its initial construction of the Building, as to the design of the Building, the materials for the Building, the contractors and consultants, the supervision of the work, the terms of the construction and consultant contracts, the enforcement of the contracts, or other similar matter; or
- (c) payment by the District would be a liability of a capital nature or for some other reason not authorized by then-current local government legislation, and for certainty, the District is expressly not incurring any liability of a capital nature under this Agreement.

Associated Fixtures

47. In this Agreement, all references to the Building include all fixed or attached equipment, fixtures and other appurtenances.

Right to Inspect

48. The District may (but is not obligated to) enter the Building at all reasonable times to determine if the Club is complying with all its obligations under this Agreement.

Public Safety

49. The Club shall take all possible precautions to ensure the safety of persons using the Building.

Damage or Destruction

50. If the Building should suffer damage of 75% or more or be completely destroyed, by any cause whatsoever, whether or not the fault of the Club and whether or not insurance proceeds are payable to the District, Council of the District may, in its sole discretion, make a decision within 60 days of the damage or destruction whether to reconstruct the Building and the District will give notice to the Club of that decision.
51. The Club must cease to occupy the Building from the date of the damage or destruction.
52. Whether or not the District decides to reconstruct the Building, if insurance coverage is available, the Club must pay to the District the insurance deductible if the Club or any person for whom it was responsible was the cause or partial cause of the damage or destruction.

53. If the District decides not to reconstruct the Building, the Lease is immediately terminated as of the date of receipt by the Club of the District's notice of its decision.
54. Nothing in the preceding sections limits the indemnity within this Agreement, whether or not the District decides to reconstruct the Building.

Waste

55. The Club will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the Building.

Workers Compensation

56. The Club, at its cost, will carry and pay for full workers' compensation coverage in respect of all workers, employees and other applicable persons.

Insurance Clauses

57. The District must, at its sole expense, obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, and all other losses, except property loss and damage, arising out of or in connection with the Lease and/or the Parking License in an amount of not less than \$5,000,000.00 per occurrence.

Tenant's Insurance

58. The Tenant shall take out and keep in force during the Term comprehensive general liability (including bodily injury, death) insurance on an occurrence basis with respect to the business carried on, in, or from the Leased Premises and the Tenant's use and occupancy thereof, of not less than \$5,000,000 per occurrence, which insurance shall include the Landlord as a named insured and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured.

Release

59. The Club hereby releases the District and its elected and appointed officials, officers, employees, agents and others of the District from and against all demands and claims which the Club may have, now or in the future, in relation to this Agreement, the Building, the Parking Area, or the Club's use or occupancy of the Building or Parking Area or any of the perils against which the Club shall have insured or pursuant to the terms of this Agreement is obligated to insure.

Indemnity

60. The Club will and hereby does indemnify and save harmless the District and its elected and appointed officials, officers, employees, agents and others of the District from any and all liabilities, damages, expenses, costs (including actual costs of professional advisors), claims, demands, suits, actions or other harm whatsoever, whether relating to death, bodily injury, property loss, property damage or other consequential loss or damage, in connection with or arising from:

- (a) Any breach of any obligation set forth in this Agreement to be observed or performed by the Club;

- (b) any of the perils against which the Club shall have insured or pursuant to the terms of this Agreement is obligated to insure;
- (c) any act, omission, or negligence of the Club, its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible;
- (d) any incident or occurrence at the Building;
- (e) any contamination or remediation costs;
- (f) any builders lien filed against the Land, including associated judgments;
- (g) any incident or occurrence at the Parking Area involving the Club or any of its members, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, volunteers or others for whom it is responsible; or
- (h) the granting of the Lease or the Parking Licence.

Survival of Indemnity and Release

61. The indemnities and release contained in this Agreement will survive the expiration or earlier termination of the Term.

Environmental Contamination

62. The Club will comply with the following provisions:
- (a) The Club will assume any and all duties, obligations or liabilities under any relevant law in respect of the Building, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Building or the Land caused by the Club before the expiration of the Term.
 - (b) The Club must provide the District with immediate notice of any condition that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies.
 - (c) The Club must provide the District with immediate notice in writing, upon the Club becoming aware of any contamination.

Club's Corporate Representations and Warranties

63. The Club covenants with, and represents and warrants to, the District that:
- (a) The Club has the power and capacity to enter into this Agreement and to comply with and perform this Agreement;
 - (b) all necessary corporate proceedings have been taken to authorize the Club to enter into this Agreement and to execute and deliver this Agreement; and
 - (c) this Agreement has been properly executed by the Club and is a valid and binding obligation of the Club that is enforceable against the Club in accordance with its terms.

Notice

64. All notices to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission, or mailed by first-class prepaid registered mail (ExpressPost).
65. Any notice delivered by hand or sent by facsimile transmission shall be deemed to be given and received on the day it is sent. Any notice mailed shall be deemed to be given and received on the third day after it is posted (unless there is a mail strike, slow down or other labour dispute which might affect delivery, in which case the notice shall be effective only if actually delivered).
66. Notices shall be addressed to the addresses or facsimile numbers on page 1 or to such other address or facsimile number as may from time to time be advised by a party in writing.
67. Notices to the District must be addressed to the attention of the "Clerk".

Designation of Representatives

68. Within five days after the Club executes this Agreement, it must give notice to the District designating the Club's representatives for the purposes of this Agreement, including home telephone numbers in the case of an emergency. The Club may change its representatives by giving notice of the change to the District, with that change being effective on the date the notice is given.

Communication to Representatives

69. The Club's representatives are its representative for all purposes of this Agreement and unless this Agreement requires that a "notice" be given to the Club, all communications given to or received by a Club's representative have been given to the Club.

Notice of Default

70. If the Club fails to pay the Rent, Additional Rent or otherwise breaches this Agreement, the District may give the Club notice in writing of the default and if the default is curable, the time within which the default must be cured by the Club or no time for cure in the event of an emergency or urgent circumstances, as determined by the District, or where the Club has failed to keep in force the required insurance.

District's Right to Perform

71. If the Club fails to rectify or cure, to the satisfaction of the District, a default within the time specified in a notice from the District and if the default is one that can be rectified or cured by the District, the District may without further notice to the Club, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, plus a 15% administration fee to represent time spent by District staff, shall be payable immediately by the Club as Additional Rent. Nothing in this Agreement obligates the District to rectify or cure any default of the Club but should the District choose to do so, the District shall not be liable to the Club for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

Distress

72. If the Rent or Additional Rent payable by the Club is in arrears, the District or a person authorized in writing by the District may enter upon the Building and seize any goods or chattels and may sell the same. Notwithstanding any other provision in this Agreement, the Club will not sell,

transfer or otherwise encumber any buildings, goods or chattels on or affixed to the Building until the Club has complied with its obligations under this Agreement.

Provisos

73. Provided always and it is hereby agreed that the District may, without further notice to the Club, terminate the Lease and re-enter and take possession of the Building if the Club fails to rectify or cure, to the satisfaction of the District, a default within the time specified in a notice from the District (if time for cure has been provided) or if the default is one that cannot be rectified or cured.

No Compensation

74. The Club will make no claim for compensation, in damages or otherwise, upon the lawful termination of the Lease. If the District terminates this Lease, the District retains the right to proceed at law against the Club for all of Rent and Additional Rent and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the District arising from the default of the Club under this Lease.

Costs

75. If the Club defaults under this Agreement, the Club will pay to the District the District's full and actual costs including legal costs arising from the default, whether before action or otherwise, plus a 15% administration fee to reflect District staff time.

Dissolution

76. If any step is taken, an order is made, a resolution passed or a petition filed for the liquidation or winding up or dissolution of the Club or if a receiver or receiver-manager is appointed to administer or carry on the Club's business, then at the option of the District, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the District may re-enter and take possession of the Building.

Bankruptcy

77. If this Lease is at any time seized or taken in execution or in attachment by any creditor of the Club, or if the Club should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Club or the Club consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Club to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the District, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the District may re-enter and take possession of the Building.

Condition of Building

78. At the expiration or earlier termination of the Term, the Club shall leave the Building in a clean, tidy, uncontaminated, safe, proper, and vacant condition, clear of all personal property, and all fixtures or improvements constructed, installed or affixed to the Building by the Club shall become the absolute property of the District free of all encumbrances without payment of any compensation to the Club, unless the District, in its sole discretion, requires the Club to remove

all or any fixtures or improvements installed by the Club, in which case the Club shall do so within 15 days after expiry or early termination of this Agreement.

Delivery of Revenue Account

79. At the expiration or earlier termination of the Term, the Club shall immediately pay to the District all monies within the Revenue Account, including accrued interest.

Transfer of Equipment

80. At the expiration or early termination of the Term, the Club shall remove all the Equipment within the Building, as well any other equipment, materials or supplies within the Building that the Club may own.

Quiet Enjoyment

81. Subject to this Lease, the Club may peaceably hold and enjoy the Building during the Term without interruption or disturbance by the District or any person lawfully claiming under the District.

Holding Over

82. If the Club should hold over after the expiration of the Term and the District should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, except that the monthly rent shall be three times the rent payable for the last month of the Term.

Legal Costs

83. Each of the District and the Club is responsible for its own legal costs in relation to the preparation and negotiation of this Agreement.

Own Cost

84. The Club shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

Law to the Contrary

85. This Agreement shall ensure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

No Obligations on District

86. The rights given to the District by this Agreement are permissive only and nothing in this Agreement:
- (a) Imposes any duty of care or other legal duty of any kind under the law or tort or otherwise on the District to the Club or to anyone else;
 - (b) obliges the District to enforce this Agreement, which is a policy matter within the sole discretion of the District.

Severance

87. If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Governing Law

88. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

No Waiver

89. Waiver by the District of any default by the Club shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

Amendment

90. This Agreement may not be modified or amended except by an instrument in writing signed by the District and the Club.

Remedies Not Exclusive

91. No remedy conferred upon or reserved to the District is exclusive of any other remedy under this Agreement or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

No Joint Venture

92. Nothing in this Agreement shall constitute the Club as the agent, joint venture or partner of the District or give the Club any authority or power to bind the District in any way. This Agreement creates only the relationship of landlord and tenant.

Club

93. Any reference to the "Club" includes, where the context allows, members, directors, employees, agents, subleases, licensees, volunteers, and invitees of the Club and all others over whom the Club may reasonably be expected to exercise control and any default in observing or performing the Club's obligation by such person will be deemed to be defaults of the Club.

Charges on Title

94. The Club shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Term Date.

Other Dispositions

95. The District reserves the right to grant rights of way, easements, covenants and other dispositions of the Land or any part of it in a manner consistent with this Agreement and the Club shall execute any such document if requested by the District. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Agreement if it does not charge the Building.

Powers Preserved

96. Nothing in this Agreement affects the right of the District to exercise its powers within its jurisdiction.

Headings

97. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Agreement.

Interpretation

98. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so permits or requires.

Entire Agreement

99. The provisions of this Agreement constitute the entire agreement between the District and the Club and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to this subject matter, except the Assignment Agreement.

Time of Essence

100. Time is of the essence of this Agreement.

Continuation of Obligations

101. This unfulfilled obligations of the Club under this Agreement shall survive the expiry or earlier termination of this Agreement.

Decisions by District

102. Approvals, consents and other decisions of the District under this Agreement may be made on its behalf by its Chief Administrative Officer.

Further Assurances

103. The District and the Club shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

Covenants and Conditions

104. All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

Registration

105. The Club agrees that the District is not required to provide this Lease in register able form.

Inurement

106. This Agreement shall inure to the benefit of and be binding upon the parties and any successor of the District.

Schedules

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

- Schedule "A" - Sketch Plan
- Schedule "B" - Parking Area
- Schedule "C" - Club's Constitution and Bylaws
- Schedule "D" - Maintenance Requirements

DATED the TH15 day of JANUARY, 2016.

The Corporate Seal of **DISTRICT OF**)
HUDSON'S HOPE was hereunto affixed in the)
presence of:)

G. Johansson)
Mayor: Gwen Johansson)

T. Matus)
CAO: Tom Matus)

C/S

DATED the TH20 day of JANUARY, 2016

The Corporate Seal of the **NEW HORIZONS**)
CLUB was hereunto affixed in the presence of:)

A. Duncanson)
Authorized Signatory)

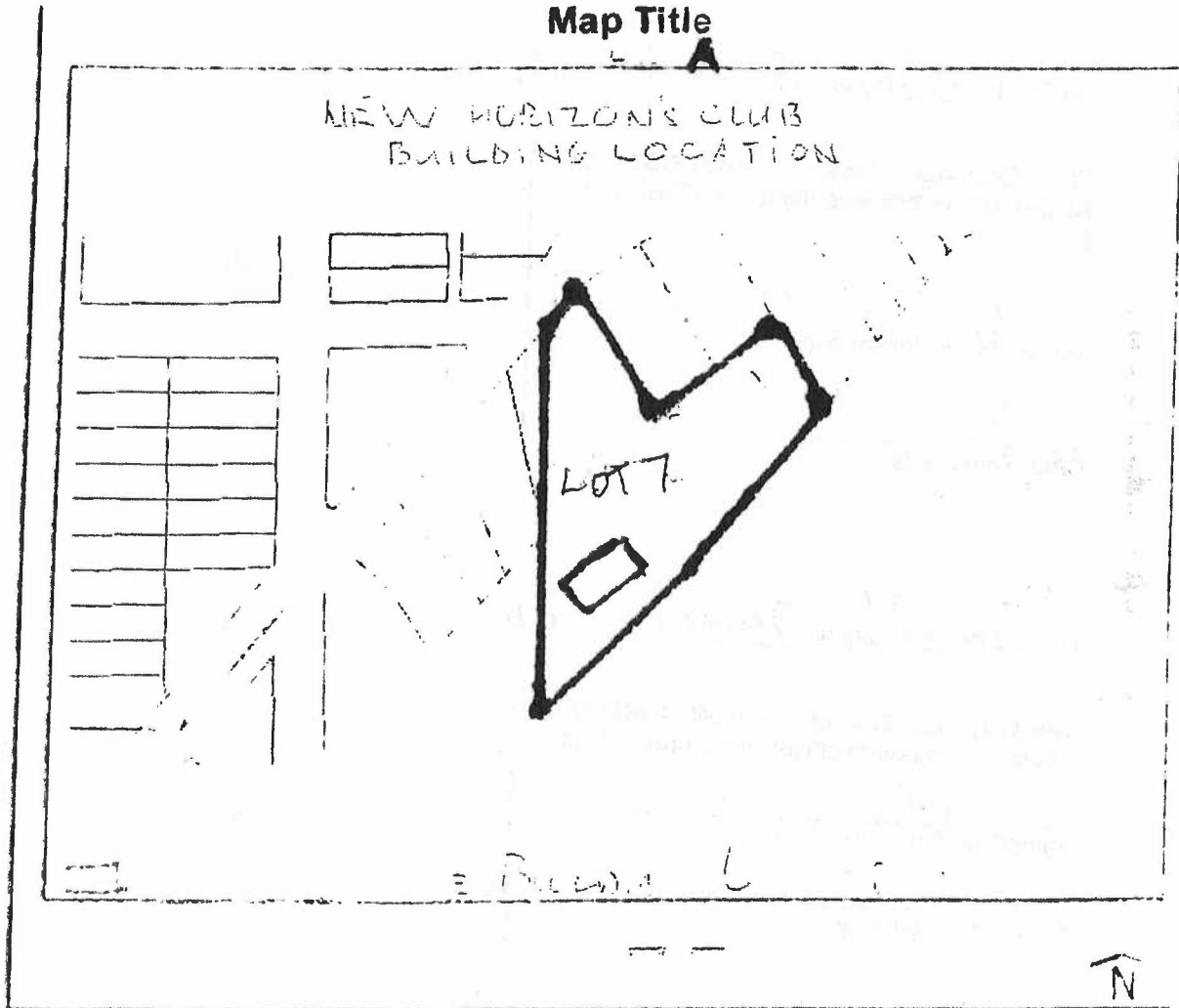
E. Johansson)
Authorized Signatory)

C/S

Schedule "A"

SKETCH PLAN OF LOT 7:

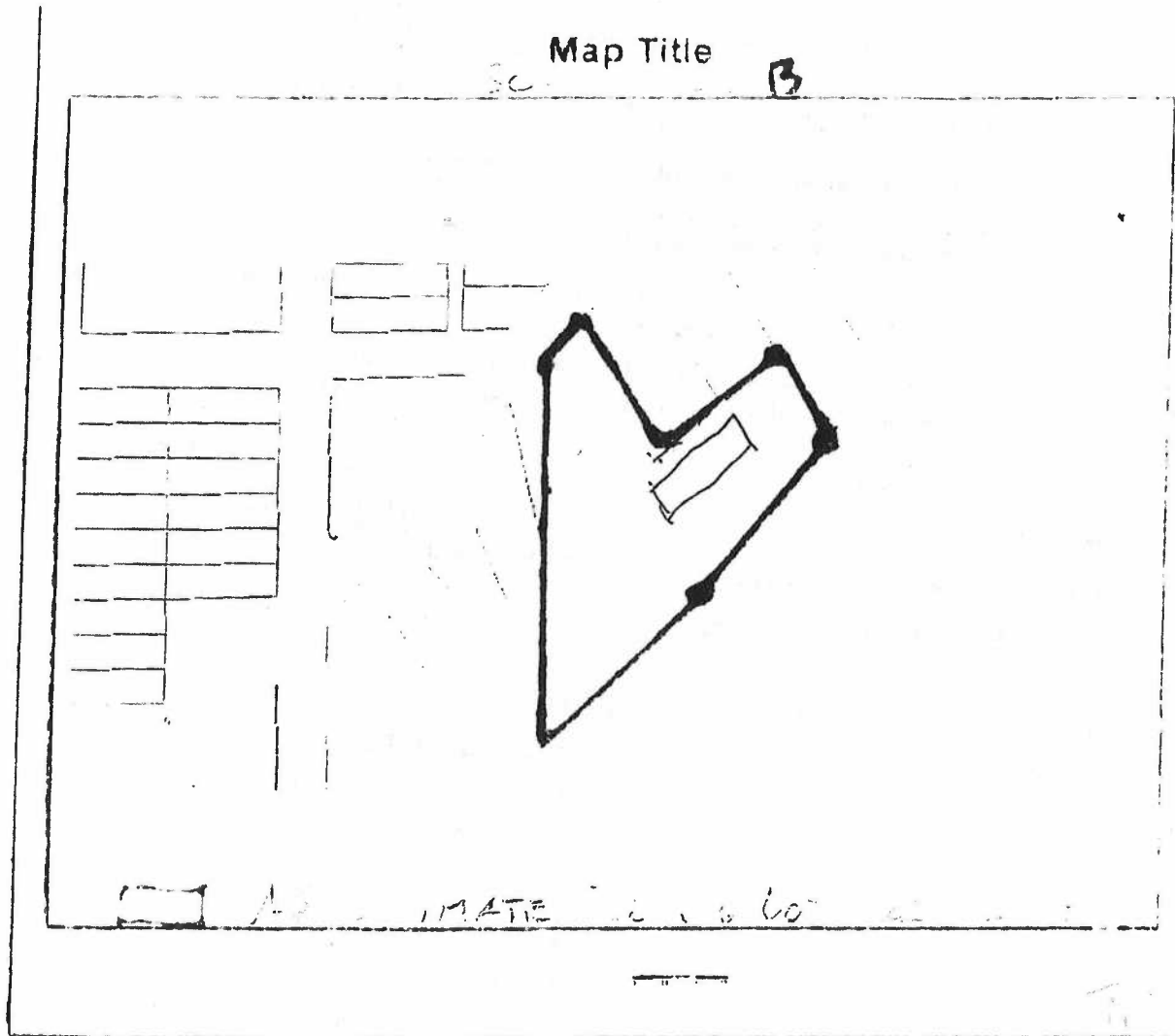
Map Title



Schedule "B"
PARKING AREA

Map Title

B



FILED AND REGISTERED

FEB 23 1983

M. A. Lorne de G. Laro
REGISTRAR OF COMPANIES

SOCIETY ACT

SCHEDULE C
Form 1

FEB 23 1983 19

Diane Byrne
Registrar of Companies
for the Province of British Columbia

CONSTITUTION

1. The name of the Society is HUDSONS HOPE NEW HORIZONS SOCIETY:
2. The purposes of the Society are:
 - a) to operate a charitable institution (without profit to its members) for the purpose of constructing, providing, maintaining, leasing, owning, and managing one or more low-rental housing projects for elderly citizens, and for such other elderly persons as may be designated by the Province of British Columbia (where such designations are required).
 - b) To receive charitable donations towards such objects by cash, lands, properties or otherwise.
 - c) To apply for all lawful and necessary grants in aid.
 - d) To do all such things as are incidental or conducive to the attainment of the above objects.

THE BY-LAWS OF THE SOCIETY ARE THOSE SET OUT IN SCHEDULE B TO THE
SOCIETY ACT.

Dated at the District of Hudsons Hope, in the Province of
British Columbia, this 14 day of January, 1983.

WITNESS (ES)	APPLICANTS FOR INCORPORATION
Name: Bert Nilson	Name: Clem Reiffer
Address: Lot 5 Plan 12086 Dudley Drive	Lot 162 Plan 16626
Box 307 Hudson Hope VOC IVO	Address: Box 311 Hudson Hope B.C. VOC IVO
SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>
	Name: Ernest Krebs
	Address: Lot 2 Plan 12603 Dudley Drive
	Box 100 Hudson Hope B.C. VOC IVO
	SIGNATURE: <i>[Signature]</i>
	Name: Peter Luchinski
	Address: Lot 1 Plan 18223
	Box 224 Hudson Hope B.C. VOC IVO
	SIGNATURE: <i>[Signature]</i>
	Name: Bert Nilson
	Address: Lot 5 Plan 12086 Dudley Drive
	Box 307 Hudson Hope B.C. VOC IVO
	SIGNATURE: <i>[Signature]</i>

E. ROY COCHRANE

Accountant & Solicitor

BOX 1400

CANTWYND, B.C. V0C 1V0

PHONE 200-2000

WITNESS (ES)

) APPLICANTS FOR INCORPORATION

Name: _____) Name Marion McDonald

Address: _____) Address Lot 8 Block 2 Plan 11977

_____) Box 12 Hudson Hope B.C. VOC IVO

Signature [Signature]) SIGNATURE Marion McDonald

Name: _____) Name: Mabel Shepherd

Address: _____) Address: Lot 23 Plan 1679 Hope Street

_____) Box 77 Hudson Hope B.C. VOC IVO

SIGNATURE: [Signature]) SIGNATURE Mabel Shepherd

Name: _____) Name Dorothy Lane

Address: _____) Address 70 Lane Motel Hudson Hope B.C. VOC IVO

SIGNATURE [Signature]) SIGNATURE Dorothy Lane

Name: _____) Name Ness Riter

Address: _____) Address Lot 10 Plan 4116

_____) Box 13 Hudson Hope B.C. VOC IVO

SIGNATURE [Signature]) SIGNATURE Ness Riter

Name: _____) Name Ron Hodgkinson

Address: _____) Address Lot 9 Plan 1979

_____) Box 448 Hudson Hope B.C. VOC IVO

SIGNATURE [Signature]) SIGNATURE Ron Hodgkinson

Schedule "D"

MAINTENANCE REQUIREMENTS

1 MAINTENANCE, REPAIRS AND OPERATIONS

Both parties shall use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair. In this regard, both parties shall use its best skills and efforts to serve the tenants of the property and shall purchase necessary supplies, make contracts for, or otherwise furnish, electricity, gas, fuel, water, telephone, window cleaning, refuse disposal, pest control, and any other utilities or services required for the operation of the property. Both parties shall make or cause to be made and supervise necessary repairs and alterations and shall decorate and furnish the property. Expenditures for repairs, alterations, decorations or furnishings in excess of two hundred dollars (\$200.00) shall not be made without prior written consent of owner, except in the case of emergency, or if both parties in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants.

From: [Double H Saddleclub](#)
To: [Jeanette McDougall](#)
Subject: Double H Saddle Club Letter of Support
Date: January 22, 2020 4:27:12 PM

Hello,

I hope this email finds you well.

Here we go again, a new year and with it, new possibilities and projects :)

The DHSC would like to ask council for a letter of support to the next NORTHERN DEVELOPMENT INITIATIVE TRUST

COMMUNITY HALLS AND RECREATION FACILITIES intake Feb. 07 2020. The arena pens and parking lot need a new base of 2"- gravel. It is becoming very difficult for our horses and members to access the grounds during the rains. Last summer we had a very difficult time keeping horses in the pens due to thrush because of the black clay and subsoil. Several members had to find other sources which was lost income to the club. Also the parking lot was a mess and visitors had to park along the road which made it very dangerous loading and unloading horses.

A Letter of Support from council would be very appreciated.

Thank you for your help.

Sincerely,

Elisabeth Haagsman
250.783.9955
Double "H" Saddle Club
Chair of Building Committee

From: Dave Heiberg <mayor@hudsonshope.ca>

Sent: Friday, January 31, 2020 6:37 PM

To: Director Karen Goodings

Cc: Crystal Brown; Chair Brad Sperling; Director Dan Rose; Director Leonard Hiebert; Director Dave Heiberg; Lyle Smith; Shawn Dahlen

Subject: Re: Grant Writer

CAUTION: This email originated from outside of the organization.

Hi all

Hudson's Hope is interested in continuing to support the services of the grant writer.

However, we do need to know what an equal financial commitment will be. This will be a budget item that needs to go before council for approval.

Mayor Dave Heiberg

mayor@hudsonshope.ca

Cell: 250 783 0816

Office: 250 783 9901

On Jan 31, 2020, at 6:36 PM, Director Karen Goodings <karen.goodings@prrd.bc.ca> wrote:

Who is stepping up to the plate and with how many dollars? Area B will pay an equal share. Area B is not willing to pay the majority.

From: Crystal Brown

Sent: Wednesday, January 29, 2020 9:08:52 AM

To: Chair Brad Sperling; Director Dan Rose; Director Leonard Hiebert; Director Karen Goodings; Director Dave Heiberg

Cc: Lyle Smith; Shawn Dahlen

Subject: Grant Writer

Hello Directors,

I wanted to touch base with you regarding the grant writer. I noticed in the excel sheet that Lyle was instructed to put in \$80,000 to pay the contract. We actually need a little more than that as the contract that we renewed is for \$79,280 plus taxes, which should be approx. \$84,829.60.

Now, if we get the grant, we won't need the full amount, but we don't find out for sure until the spring of 2021 if we are successful in getting the grant for 2020 so we need to budget accordingly. They are always a year behind. There is a big report I need to do at the end of the year and that is included in part of the application.

C4

In 2018, we only spent \$60,532.54 minus the \$8000 grant. We didn't start the contract until later in the year, this is why we didn't spend the entire month.

In 2019, we only spent \$62,896.26 (waiting to hear if we received the grant). 2019 was a slow year. Volunteers claimed they didn't have time to apply for new projects.

I am expecting that in 2020, we will come closer to the full amount, especially if we add Chetwynd in.

This is the resolution that was approved by the Board. The contracts have been finalized and signed earlier this month. Adding Chetwynd into the contract will not be a problem as I wrote it in a way that is vague enough that we can change the partners as we would like, assuming they don't go over the amount of time they allocated in the contract.

No. 1: Grant Writer Services Contract No. 26-2017/2019

That pre-budget approval to extend the Peace River Regional District Grant

Writer Services Contract No. 26-2017/2019 for an additional one year term to December 31, 2020 and include an annual cost of \$79,280 excluding taxes in the Function 140 - Economic Development 2020 Draft Budget funded by Electoral Areas B, C, D, E, and the District of Hudson's Hope, be provided; further, that the Chair and Chief Administrative Officer be authorized to sign the agreement.



PEACE RIVER REGIONAL DISTRICT

January 23, 2020

Honourable John Horgan, Premier
Sent via Email: premier@gov.bc.ca

Dear Premier Horgan:

Re: Caribou Recovery Initiative

Please be advised that at the January 23, 2020 Regional Board Meeting the following resolution passed:

That the Regional Board support the District of Chetwynd by advising the Honourable John Horgan, Premier of BC, that it will not participate in the following scheduled caribou related working group meetings:

- Snowmobile Advisory Committee (January 23, 2020 in Dawson Creek)
- Land Use Objectives Stakeholder Committee & Socio-Economic Advisory Committee (January 24, 2020 in Chetwynd) unless local government is awarded a seat on the Caribou Recovery Committee specified in the Partnership Agreement to Recover the Central Group of Southern Mountain Caribou, or a meeting of the Leaders' Table is called and local government is provided information that local government will be provided the opportunity to participate in the Partnership Agreement, other than through separate advisory committees.

Sincerely,

Brad Sperling,
Chair, Peace River Regional District

- c. Mayor Joan Atkinson, District of Mackenzie
Mike Bernier, MLA, Peace River South
Dan Davies, MLA, Peace River North
Bob Zimmer, MP, Prince George-Peace River-Northern Rockies
Blair Lekstrom, Liaison to the Premier
PRRD Member Municipalities

diverse. vast. abundant.
C5

PLEASE REPLY TO:

☒ Box 810, 1981 Alaska Ave, Dawson Creek, BC V1G 4H8 Tel: (250) 784-3200 or (800) 670-7773 Fax: (250) 784-3201 Email: prrd.dc@prrd.bc.ca
☐ 9505 100 St, Fort St. John, BC V1J 4N4 Tel: (250) 785-8084 Fax: (250) 785-1125 Email: prrd.fsj@prrd.bc.ca



January 16, 2020

Mr. Brad Sperling, Chair
Mr. Dan Rose, Vice-Chair
Peace River Regional District
PO Box 810
1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

Dear Chair Sperling and Vice-Chair Rose,

Thank you for your letter of December 13, 2019, regarding the Caribou Leaders' Table. I was glad to learn of your participation on that occasion. As you are aware, I have been concerned to ensure the voices of local elected officials are heard in this process and this was a key reason why I asked Blair Lekstrom to make recommendations on next steps.

I understand that John Allan, Deputy Minister of Forests, Lands, Natural Resource Operations and Rural Development, has already been in touch with you regarding the concerns you raised in your letter.

As he indicated, we agree that it is important that all levels of government are able to understand and be in a position to manage and, where possible, mitigate the socio-economic impacts of the Partnership Agreement. For this reason, FLNRORD commissioned an independent economic analysis to assess the direct and indirect economic, labour market and community impacts of the Partnership Agreement, and sought a commitment of funds from Canada to support tenure holders, businesses and workers that may be impacted. A high-level draft analysis has been completed based on economic trends and multipliers, but this will require further review and input from local government and industry.

Going forward, we intend to form a Socio-Economic Advisory Committee including representatives from local governments and industry to review the work done by Big River Analytics and provide recommendations on further analysis needed, mitigation strategies and supports for impacted communities and workers.

.../2

I am also aware of your concerns about land use. As Mr. Allan stated, the Partnership Agreement specifies that industry and local governments will be directly involved in the development of these objectives. To implement this process, B.C. will form a Land Use Objective Stakeholder Committee to ensure local governments, industry and stakeholders are fully involved in the process. Likewise, the agreement commits B.C. to conducting a public engagement with snowmobilers in order to identify and discuss winter recreational motor vehicle closures and other options for managing snowmobiling access that support caribou recovery. We propose forming a Snowmobile Advisory Committee that would include local governments, the B.C. Snowmobile Federation and local snowmobile clubs to ensure that snowmobile management plans are informed through proper engagement and local input. The Snowmobile Advisory Committee will support the snowmobile engagement plan and will review snowmobile management options and provide recommendations to government before snowmobile management plans are finalized.

As Mr. Allan indicated at the Leaders' meeting, the Caribou Recovery Committee will focus on providing recommendations on applications for resource development activities on Crown Land for consideration by the relevant Provincial Statutory Decision Maker. While this authority is outside of the scope of local governments, there will be instances where some issues may impact communities and where input from local government is needed. This is enabled in the terms of reference for the CRC as set out in the Partnership Agreement, which specifies that "*technical or other advisory groups may be invited to CRC meetings.*"

To ensure transparency and keep local governments apprised of the work of the CRC, B.C. will provide regular updates and advise local governments of upcoming agendas. B.C. commits to ensuring that there is regular engagement with local governments on the work of the CRC and inviting local governments to CRC meetings for input on recommendations on activities that will potentially affect local government interests and responsibilities. We would like to explore this process with you in greater detail to ensure you can have the highest confidence in the functioning of the CRC.

As the processes noted above can be accommodated within the current text of the Partnership Agreement, British Columbia is not proposing text amendments to the current draft to our partners Canada, the Saluteau First Nations or the West Moberly First Nation on these matters.

Throughout this process, I have been determined to achieve two objectives I feel are critically important: the recovery of the caribou and the development of a broad consensus, rather than division, on the path forward for the Peace River herds. Despite the encouraging recent reports of increased numbers of caribou, an enormous amount of work lies ahead. I agree with your goal to see a process "based on facts, science and inclusion."

More than two years have elapsed since the federal government ordered the creation of a caribou recovery plan. In a recent meeting with the Honourable Jonathan Wilkinson, federal Minister of Environment and Climate Change, I heard directly from the Minister about the urgency and importance he places on this file.

I continue to encourage all parties to consider a much stronger role for municipal government in the caribou recovery process. It will make a huge difference to these efforts if local governments affirm their determination to use the options already in place.

I look forward to meeting with a number of Peace River Mayors at the upcoming Resource Forum in Prince George. I understand this discussion will come a week after the first meetings of the technical working groups. I hope we can confirm at that time that local elected officials will be bringing their communities' concerns and viewpoints to the table as this process moves forward.

Sincerely,



John Horgan
Premier

cc: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development
John Allan, Deputy Minister, Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Honourable Jonathan Wilkinson, Minister of Environment and Climate Change
Mayor Allen Courtoreille, District of Chetwynd
Mayor Dale Bumstead, City of Dawson Creek
Mayor Lori Ackerman, City of Fort St. John
Mayor Dave Heiberg, District of Hudson's Hope
Mayor Lorraine Michetti, Village of Pouce Coupe
Mayor Rob Fraser, District of Taylor
Mayor Keith Bertrand, District of Tumbler Ridge
Chief Marvin Yahey Sr., Blueberry River First Nations
Chief Trevor Makadahay, Doig River First Nation
Chief Darlene Hunter, Halfway River First Nation
Chief Donny Van Somer, Kwadacha First Nation
Chief Ken Cameron, Sauteau First Nations
Chief Johnny Pierre, Tsay Keh Dene Band
Chief Roland Willson, West Moberly First Nations
Blair Lekstrom, Community Liaison for the Premier



DISTRICT OF TUMBLER RIDGE

February 4, 2020

Village of Pouce Coupe
City of Dawson Creek
District of Taylor
District of Hudson's Hope
District of Chetwynd
City of Fort St. John
Peace River Regional District
Dan Davies, MLA Peace River North
Mike Bernier, MLA Peace River South
Bob Zimmer, MP Prince George – Peace River – Northern Rockies

RE: Peace River Local Government Association Meeting – March 26, 2020

On behalf of the Peace River Regional District, I would like to invite your Mayor, Council and Chief Administrative Officer to attend the next meeting of the Peace River Local Government Association to be held in Tumbler Ridge.

Date: Thursday, March 26, 2020
Time: 5:30 pm Cocktails
6:00 pm Dinner – Meeting to follow
Location: Trend Mountain Hotel & Conference Centre | 375 Southgate, Tumbler Ridge

Please complete the attached RSVP form and submit to atorrville@dtr.ca by **March 13, 2020** to confirm the following:

1. The names of representatives attending from your municipality
2. Any resolutions your Council has submitted to NCLGA, and who will speak to each
3. Who from your municipality will be speaking to your community update

Yours Truly,

A handwritten signature in black ink, appearing to read 'Keith Bertrand'.

Keith Bertrand,
Mayor

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DISTRICT OF TUMBLER RIDGE

RSVP

Peace River Local Government Association Meeting Thursday, March 26, 2020

Please email this form to atorraville@dtr.ca by March 13, 2020

Attendees:

Name	Title
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Community Update will be provided by: _____

NCLGA Resolution and Speaker Name

Resolution Title: _____ Speaker Name: _____

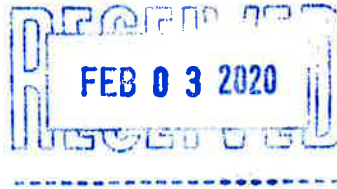
Resolution Title: _____ Speaker Name: _____

Resolution Title: _____ Speaker Name: _____

Resolution Title: _____ Speaker Name: _____

Resolution Title: _____ Speaker Name: _____

Resolution Title: _____ Speaker Name: _____



CANLIN RESOURCES PARTNERSHIP

by its managing partner,
Canlin Energy Corporation
#2600, 237 – 4TH Avenue S.W.
Calgary, Alberta T2P 4K3

January 30, 2020

VIA REGULAR MAIL

TO: DISTRICT OF HUDSON'S HOPE
9904 Dudley Drive
Box 330
Hudson's Hope, BC V0C 1V0

RE: DORMANT SITE PROGRAM
CANLIN ENERGY CORPORATION

As per Section 13 of the Dormancy Regulation, we are writing to inform you as an interested person of our plans to complete closure work on certain oil and gas sites this calendar year. A copy of our draft Annual Work Plan for this calendar year is appended. Please see the attached Schedule 1 for a list of sites where work is to be completed and you have been identified as an interested person. In Schedule 2, you will find a map showing the locations of the sites listed in Schedule 1. As an interested person you may either request a meeting with us to discuss the plan or send a written reply within 30 days of receiving this notice.

A written reply may set out reasons why the specified work should be done on different timelines or in a particular way and any scientific, Indigenous and local knowledge that supports those reasons. Within 30 days of receiving a written reply, we will provide a response outlining any changes made to the Annual Work Plan. A copy of the notice, written reply, and response will be submitted to the BC Oil and Gas Commission.

If a meeting is requested, we will make a reasonable effort to meet with you in the 30 days following that request.

Should you have any questions or concerns regarding this project, you may contact the undersigned at your earliest convenience. Thank you for your cooperation and prompt attention to this matter.

Sincerely,

CANLIN RESOURCES PARTNERSHIP

by its managing partner, Canlin Energy Corporation

Per: Troy Vader
Surface Landman
Email: troy.vader@canlinenergy.com
Phone: (403) 351-9511

TV/ks
Encls.

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CANLIN RESOURCES PARTNERSHIP

by its managing partner,
Canlin Energy Corporation
#2600, 237 – 4TH Avenue S.W.
Calgary, Alberta T2P 4K3

Canlin Energy Corporation – Dormant Sites Annual Workplan 2020

Permit Holder:	Canlin Energy Corporation
Contact Name:	Jonathan Mast
Title:	Remediation Coordinator
Phone:	403-351-9435
Email:	Jonathan.mast@canlinenergy.com
Signature:	

Factors or risks that may cause deviations from the proposed work plan:

General:

- Economics
- Inclement weather (including early breakup or late freeze)
- Unanticipated access restrictions (including 3rd party constraints; offsite permissions)
- Unanticipated/unsafe site conditions (e.g. low-lying areas)
- Equipment breakdowns
- Safety constraints

Decommissioning:

- Parted casing
- Casing failure or thread leaks
- Downhole equipment stuck
- Fishing requirements
- Severe scale downhole
- Unanticipated vent flow
- Wellbore integrity failure

Assessment:

- Staging of activities (Site Screening vs. Site Investigations)
- Unanticipated subsurface conditions
- Delineation requirements

Restoration:

- Staging of activities (Remediation vs. Risk Management vs. Reclamation/Restoration)
- Vendor / Equipment availability
- Unanticipated groundwater interactions
- Subsequent monitoring requirements
- Vegetation control (e.g. weeds)
- Vegetation establishment restrictions (e.g. weather, pests)
- Landowner concerns
- Certificate of Restoration Part 1 or Part 2 approval

Attachments:

Schedule 1: Planned and Completed Decommissioning

Schedule 2: Planned and Completed Assessment

Schedule 3: Planned and Completed Restoration

Schedule 4: Map of Site Locations

Schedule 1: Planned Decommissioning

WA Number	Current Status	Work Date	Shared Pad	Dormancy Date	Dormancy Type	Comments
022878	SUSP	Q3	Y	N/A	N/A	Well Abandonment - Part of Area Based Closure
022882	SUSP	Q3	Y	N/A	N/A	Well Abandonment - Part of Area Based Closure
012459	SUSP	Q3	Y	31-Dec-18	A	Well Abandonment
022901	SUSP	Q3	Y	31-Dec-18	A	Well Abandonment
004411	SUSP	28-Feb-20	N	31-Dec-18	A	Well Abandonment
012428	ABAN	23-Jan-20	N	31-Dec-18	A	Pipeline Decommissioning
001313	SUSP	23-Jan-20	N	31-Dec-18	A	Pipeline Decommissioning
022882	SUSP	23-Jan-20	Y	N/A	N/A	Pipeline Decommissioning - Part of Area Based Closure
003650	ABNZ	23-Jan-20	N	31-Dec-18	A	Pipeline Decommissioning

Schedule 2: Planned Assessment

WA Number	Current Status	Work Date	Shared Pad	Abandonment Date	Dormancy Type	Comments
013037	ABAN	Q2-Q3	N	10-Mar-19	A	Stage 1; Possibly Stage 2
016384	ABAN	Q2-Q3	N	10-Mar-19	A	Stage 2
013005	ABAN	Q2-Q3	N	10-Mar-19	A	Stage 1; Possibly Stage 2
019648	ABAN	Q2-Q3	N	6-Oct-19	A	Stage 1; Possibly Stage 2
022379	ABAN	Q2-Q3	N	5-Oct-19	A	Stage 1; Possibly Stage 2
014408	ABAN	Q2-Q3	N	9-Mar-19	A	Stage 2
011527	COMP	Q2-Q3	N	-	A	Stage 1; Possibly Stage 2
012428	ABAN	20-Feb-20	N	22-Aug-14	A	Stage 1; Possibly Stage 2
000887	ABAN	Q1-Q2	N	8-Mar-14	A	Stage 1
003424	ABAN	20-Feb-20	Y	16-Mar-12	A	Stage 1; Possibly Stage 2
012401	ABAN	20-Feb-20	N	1-Dec-14	A	Stage 1; Possibly Stage 2
024231	ABAN	20-Feb-20	Y	22-Aug-14	A	Stage 1; Possibly Stage 2
005158	ABAN	20-Feb-20	N	7-Mar-14	A	Stage 1; Possibly Stage 2
002271	ABAN	20-Feb-20	N	1-Dec-14	A	Stage 2
001405	ABAN	20-Feb-20	N	10-Oct-03	A	Stage 1; Possibly Stage 2
006905	ABAN	20-Feb-20	N	25-Feb-02	A	Stage 1; Possibly Stage 2
012647	ABAN	20-Feb-20	N	1-Mar-11	A	Stage 2
001230	ABNZ	Q1-Q2	N	-	A	Stage 1
001634	SUSP	Q1-Q2	N	-	N/A	Stage 1
002035	SUSP	Q1-Q2	N	-	N/A	Stage 1
002602	ABAN	Q1-Q2	N	8-Mar-14	A	Stage 1
003031	ABAN	Q1-Q2	N	17-Mar-12	A	Stage 1
003610	SUSP	Q1-Q2	N	-	A	Stage 1
003650	ABNZ	Q1-Q2	N	-	A	Stage 1
003659	SUSP	Q1-Q2	N	-	N/A	Stage 1
004240	SUSP	Q1-Q2	N	-	A	Stage 1
006362	SUSP	Q1-Q2	N	-	A	Stage 1
006426	ABAN	Q1-Q2	N	23-Feb-93	A	Stage 1
012459	SUSP	Q1-Q2	Y	-	A	Stage 1
019028	SUSP	Q1-Q2	Y	-	A	Stage 1
022878	SUSP	Q1-Q2	Y	-	N/A	Stage 1
022882	SUSP	Q1-Q2	Y	-	N/A	Stage 1
022901	SUSP	Q1-Q2	Y	-	A	Stage 1
022902	SUSP	Q1-Q2	Y	-	A	Stage 1

Schedule 3: Planned Restoration

WA Number	Current Status	Work Date	Shared Pad	Dormancy Date	Dormancy Type	Comments
024657	ABAN	Q2-Q3	Y	31-Dec-18	A	
024664	ABAN	Q2-Q3	N	31-Dec-18	A	
024761	ABAN	Q2-Q3	Y	31-Dec-18	A	
006232	ABAN	Q2-Q3	N	31-Dec-18	A	
003163	ABAN	Q2-Q3	N	31-Dec-18	A	
015756	ABAN	Q2-Q3	N	31-Dec-18	A	
017382	ABAN	Q2-Q3	N	31-Dec-18	A	
000157	ABAN	Q2-Q3	N	31-Dec-18	A	
020557	CANC	Q2-Q3	N	N/A	N/A	Cancelled Well
019275	CANC	Q2-Q3	N	N/A	N/A	Cancelled Well
019115	CANC	Q2-Q3	N	N/A	N/A	Cancelled Well

94-N-2 94-K-15 94-K-10 94-K-7 94-K-2 94-F-15 94-F-10 94-F-7 94-F-2 94-C-15 94-C-10 94-C-7 94-C-2 93-N-15 93-N-10 93-N-7 93-N-2 93-K-15



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Legend

- 2020 Planned Decommissioning Site
- 2020 Planned Assessment Site
- 2020 Planned Restoration Site

Canlin Energy Corporation

2020 Dormant Sites

Schedule 4: Map of Site Locations

Unrecorded to Canlin Energy Corporation

By: [Signature] Date: 2020/05/27

Scale: 1:1310000 Project: 20200127 Dormant Sites

geoSCOUT

Schedule 1: List of Sites

WA Number	Surface Location	Current Status	Closure Activity	Work Date
013037	b-076-A 094-G-08	ABAN	Assessment	Q2-Q3
016384	b-096-D 094-H-05	ABAN	Assessment	Q2-Q3
013005	c-074-A 094-G-08	ABAN	Assessment	Q2-Q3
019648	A-069-L/093-I-15	ABAN	Assessment	Q2-Q3
022379	c-055-K 093-I-14	ABAN	Assessment	Q2-Q3
014408	09-30-081-15W6	ABAN	Assessment	Q2-Q3
011527	13-19-083-15W6	COMP	Assessment	Q2-Q3
012428	C-092-E/094-I-14	ABAN	Assessment	4-Feb-20
000887	A-074-H/094-I-13	ABAN	Assessment	Q1-Q2
003424	D-017-L/094-I-14	ABAN	Assessment	4-Feb-20
012401	C-026-L/094-I-14	ABAN	Assessment	4-Feb-20
024231	C-017-L/094-I-14	ABAN	Assessment	4-Feb-20
005158	D-091-E/094-I-14	ABAN	Assessment	4-Feb-20
002271	A-002-L/094-I-14	ABAN	Assessment	4-Feb-20
001405	B-098-E/094-I-14	ABAN	Assessment	4-Feb-20
006905	D-079-E/094-I-14	ABAN	Assessment	4-Feb-20
012647	D-088-E/094-I-14	ABAN	Assessment	4-Feb-20
001230	B-029-I/094-I-13	ABNZ	Assessment	Q1-Q2
001634	D-095-H/094-I-13	SUSP	Assessment	Q1-Q2
002035	D-007-L/094-I-14	SUSP	Assessment	Q1-Q2
002602	D-012-I/094-I-13	ABAN	Assessment	Q1-Q2
003031	B-004-I/094-I-13	ABAN	Assessment	Q1-Q2
003610	D-013-L/094-I-14	SUSP	Assessment	Q1-Q2
003650	C-012-L/094-I-14	ABNZ	Assessment	Q1-Q2
003659	C-032-I/094-I-13	SUSP	Assessment	Q1-Q2
004240	C-020-L/094-I-14	SUSP	Assessment	Q1-Q2
006362	D-004-L/094-I-14	SUSP	Assessment	Q1-Q2
006426	B-086-H/094-I-13	ABAN	Assessment	Q1-Q2
012459	B-017-L/094-I-14	SUSP	Assessment	Q1-Q2
019028	A-097-H/094-I-13	SUSP	Assessment	Q1-Q2
022878	A-015-L/094-I-14	SUSP	Assessment	Q1-Q2
022882	A-015-L/094-I-14	SUSP	Assessment	Q1-Q2
022901	B-017-L/094-I-14	SUSP	Assessment	Q1-Q2
022902	A-097-H/094-I-13	SUSP	Assessment	Q1-Q2
024657	d-013-A 094-P-04	ABAN	Restoration	Q2-Q3
024664	d-023-A 094-P-04	ABAN	Restoration	Q2-Q3
024761	d-013-A 094-P-04	ABAN	Restoration	Q2-Q3
006232	c-100-K 094-I-12	ABAN	Restoration	Q2-Q3
003163	d-074-L 094-J-09	ABAN	Restoration	Q2-Q3
015756	c-094-G 094-J-09	ABAN	Restoration	Q2-Q3
017382	a-094-A 094-J-09	ABAN	Restoration	Q2-Q3
000157	a-050-C 094-J-09	ABAN	Restoration	Q2-Q3
020557	a-069-B 094-G-15	CANC	Restoration	Q2-Q3
019275	a-069-L 093-I-15	CANC	Restoration	Q2-Q3

Schedule 1: List of Sites

WA Number	Surface Location	Current Status	Closure Activity	Work Date
019115	b-027-I 094-I-13	CANC	Restoration	Q2-Q3
022878	a-015-L 094-I-14	SUSP	Decommissioning	Q3
022882	a-015-L 094-I-14	SUSP	Decommissioning	Q3
012459	b-017-L 094-I-14	SUSP	Decommissioning	Q3
022901	b-017-L 094-I-14	SUSP	Decommissioning	Q3
004411	c-029-C 093-P-12	SUSP	Decommissioning	28-Feb-20
012428	c-092-E 094-I-14	ABAN	Decommissioning	23-Jan-20
001313	b-024-L 094-I-14	SUSP	Decommissioning	23-Jan-20
022882	a-015-L 094-I-14	SUSP	Decommissioning	23-Jan-20
003650	c-012-L 094-I-14	ABNZ	Decommissioning	23-Jan-20

94-N-2 94-N-1 94-O-4 94-O-3 94-O-2 94-O-1 94-P-4 94-P-3 94-P-2 94-P-1 R11 R9 R7W6

94-N-2
94-K-15
94-K-10
94-K-7
94-K-2
94-F-15
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94-F-7
94-F-2
94-C-15
94-C-10
94-C-7
94-C-2
93-N-15
93-N-10
93-N-7
93-N-2
93-K-15



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93-K-9 93-J-12 93-J-11 93-J-10 93-J-9 93-I-12 93-I-11 93-I-10 93-I-9 R13 R7W6



File: 15460-07/FLNRORD PMP North and Central BC

February 3, 2020

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

To Whom it May Concern:

This letter is to inform you that the Ministry of Forests, Lands, Natural Resource Operations & Rural Development (FLNRORD) Invasive Plant Program has partnered with the Ministry of Environment and Climate Change Strategy (BC Parks), and the Ministry of Transportation and Infrastructure (MOTI) to renew a multi-agency Pest Management Plan (PMP) for Invasive Plant Management on Provincial Public (Crown) Lands land in northern and central BC. This plan replaces the current multi-agency PMP which expires in June 2020. The plan supports and enables comprehensive invasive plant management on all provincial public lands within the boundaries of the Plan. FLNRORD is the lead agency on development of the plan and is the PMP holder as described in the *Integrated Pest Management Act Regulation*.

The plan area is specific to provincial public land within the geographic area defined by the Regional Districts of North Coast, Kitimat-Stikine, Bulkley-Nechako, Fraser-Fort George, Peace River, and the portion of the Thompson Nicola from Albreda to north of Vavenby; the Stikine Region and the Northern Rockies Regional Municipality. All Provincial Public (Crown) land within these boundaries is covered and includes highway rights-of-ways and gravel pits; grasslands; provincial parks; conservancy, protected, and forested areas; ecological reserves, wildlife management areas; and watersheds.

The PMP outlines strategies to protect indigenous, ecological, social, and economic values on public land, and outlines an Integrated Pest Management approach to invasive plant management. The plan addresses prevention of new incursions or prohibited species, elimination of new invaders through early detection and rapid response; and presents options for the containment of existing invasive plant populations. Tools to accomplish invasive plant management include surveys and inventories, manual/mechanical treatment methods, biological and cultural controls, and the use of herbicides.

C8

Page 1 of 2

Ministry of Forests, Lands,
Natural Resource Operations
and Rural Development

Range Branch Headquarters
Regional Operations
Division

Location:
441 Columbia Street
Kamloops, British Columbia
V2C 2T3

Mailing Address:
441 Columbia Street
Kamloops, British Columbia
V2C 2T3

Tel: (250) 371-3827
Fax: (250) 828-4987

Page 104 of 108

To: District of Hudson's Hope

A draft PMP is posted on the FLNRORD Invasive Plant Program website at <https://www2.gov.bc.ca/gov/content/environment/plants-animals-ecosystems/invasive-species/integrated-pest-management/pmp-pup>. If you have questions regarding the PMP please contact the project lead – Denise McLean, Invasive Plant Specialist, at invasive.plants@gov.bc.ca or by phone: (250) 614-7433.

Yours truly,

A handwritten signature in black ink that reads "DMcLean". The letters are cursive and fluid, with the first name "Denise" abbreviated as "DM" and the last name "McLean" written in full.

Denise McLean, P.Ag.
Invasive Plant Specialist

January 31, 2020

CONFIDENTIAL

District of Hudson's Hope
PO Box 330
Hudson's Hope, BC V0K 1V0

Attention: Mayor Dave Heiberg

Dear Mayor Heiberg:

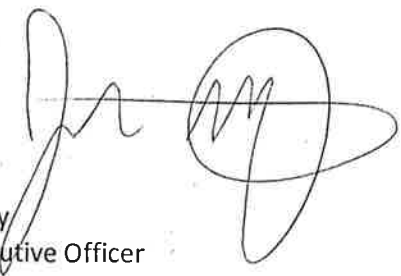
**Subject: 2020 Winter Carnival
Fabulous Festivals and Events Program
Northern Development Project Number 6492 60**

Thank you for your application to the Fabulous Festivals and Events program. Northern Development is pleased to advise you that your application has been approved for \$2,500.00.

Please find enclosed the cheque for \$2,500. A report for the 2020 Winter Carnival must be submitted within 60 days of the event's completion on Northern Development's reporting form. The reporting form can be found at www.northernddevelopment.bc.ca/funding-programs/community-development/fabulous-festivals-and-events/.

We wish you every success with your 2020 Winter Carnival. We are excited to see how it will continue to stimulate economic growth in our region.

Sincerely,


Joel McKay
Chief Executive Officer

c: Chris Cvik, Chief Administrative Officer, District of Hudson's Hope
Kaitlyn Atkinson, Recreation and Special Events Coordinator, District of Hudson's Hope

C9

From: Lyle Smith <Lyle.Smith@prrd.bc.ca>

Date: February 4, 2020 at 3:51:53 PM EST

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

Cc: Shawn Dahlen <Shawn.Dahlen@prrd.bc.ca>, Tyra Henderson <Tyra.Henderson@prrd.bc.ca>, Crystal Brown <Crystal.Brown@prrd.bc.ca>

Subject: Update: 2020 Economic Development Budget

Good afternoon Directors,

As there have been a few changes and requests for information, I've attached an updated spreadsheet of where projects are to date. This same list will be on the Feb 13th Board agenda coming out later this week.

Summary of changes

Pouce Coupe has contributed the following:

- DC Regional Airport Marketing Initiative \$500
- South Peace Health Service society \$500
- Dawson Creek & District Exhibition Grounds \$500
- Doctor Recruitment \$1000

The equal split of the Grant Writer project is now \$14,167 (you will see two at \$14,166 due to rounding).

Please let me know if you have any questions or concerns with this information.

Thank you,

2020 Economic Development Draft Budget																
Organization	Project	Project Cost	Direct	Net	Area B	Area C	Area D	Area E	Dawson Creek	Pouce Coupe	Tumbler Ridge	Chetwynd	Hudson's Hope	Fort St. John	Taylor	Total
District of Chetwynd	Northeast BC Coal & Energy Forum September 9-10, 2020	5,000		5,000	2,270	-	1,566	-	688	-	192	166	-	-	117	5,000
Peace Regional Beef Promotional Society	Peace Country Beef Congress January 10-11, 2020	5,000	2,000	3,000	2,302	-	1,000	1,000	698	-	-	-	-	-	-	5,000
Peace Regional Internet Society (PRIS)	Roof for PRIS Building - REFERRED TO RBAC				-	-	-	-	-	-	-	-	-	-	-	-
Tumbler Ridge Global Geopark Society (TRGGS)	Core Operational funding	125,000	85,000	40,000	85,000	-	-	-	-	-	16,170	13,957	-	-	9,873	125,000
Tumbler Ridge Museum Foundation	Core Operational funding	110,000	50,000	60,000	50,000	-	-	-	-	-	37,253	-	-	-	22,747	110,000
Alaska Highway Community Society	Northeast BC Heritage Forum April 3-4, 2020 (tentative)	6,000		6,000	2,888	-	1,992	-	876	-	245	-	-	-	-	6,000
NEAT- Northern Environmental Action Team	Northern Co-Hort Urban Farm - NO FUNDING PARTICIPANTS				-	-	-	-	-	-	-	-	-	-	-	-
City of Dawson Creek	Business to Business Expo	10,000		10,000	-	-	6,471	-	2,844	-	-	686	-	-	-	10,000
City of Dawson Creek	Dawson Creek Regional Airport Marketing Initiative	5,000	500	4,500	-	-	3,126	-	1,374	500	-	-	-	-	-	5,000
City of Dawson Creek	South Peace Health Services Society	7,500	500	7,000	-	-	4,529	-	1,991	500	-	480	-	-	-	7,500
City of Dawson Creek	Love Northern BC - Chetwynd, Tumbler Ridge, Dawson Creek	7,500		7,500	-	-	-	-	4,933	-	1,378	1,189	-	-	-	7,500
City of Dawson Creek	Dawson Creek & District Exhibition Grounds	50,000	3,000	47,000	2,500	-	30,412	-	13,366	500	-	3,222	-	-	-	50,000
City of Dawson Creek	South Peace Health Services Society - Dr. Recruitment Initiative	50,000	11,000	39,000	-	-	10,000	-	31,424	1,000	-	7,576	-	-	-	50,000
City of Dawson Creek	Hockey Canada	100,000	33,000	67,000	28,000	-	36,957	5,000	16,243	-	4,537	3,916	2,577	-	2,770	100,000
Electoral Area B	Gotta Go Project	218,132	15,000	203,132	161,521	-	-	-	15,000	-	13,680	11,808	7,771	-	8,353	218,132
Electoral Area B	Rural Roads	100,000	25,000	75,000	68,193	-	10,000	-	15,000	-	-	-	3,281	-	3,527	100,000
Electoral Area B	PRRD Grant Writer		85,000	-	14,167	14,167	14,167	14,167	-	-	-	14,168	14,168	-	-	85,000
Sub-total		884,132														884,132
Less: 2019 Surplus					- 212,908	- 22,372	- 37,236	- 24,696	- 8,973	-	410	- 3,961	- 4,998	- 16,667	- 11,680	- 348,312
Sub-total		884,132	310,000	574,132	203,932	- 8,205	82,984	- 4,529	95,463	2,090	69,044	53,205	22,796	- 16,667	35,707	535,820
Residential Tax rate per \$1,000 of Assessed Net Taxable Value (2020 Completed Assessment Roll)					0.0242	- 0.0049	0.0143	- 0.0012	0.0373	0.0177	0.0966	0.0863	0.0562	- 0.0031	0.0818	
Less: Non-Requisition Funding					1,539											1,539
Total		884,132	310,000	574,132	203,932	- 9,744	82,984	- 4,529	95,463	2,090	69,044	53,205	22,796	- 16,667	35,707	534,281
Residential Tax rate per \$1,000 of Assessed Net Taxable Value (2020 Completed Assessment Roll)					0.0242	- 0.0058	0.0143	- 0.0012	0.0373	0.0177	0.0966	0.0863	0.0562	- 0.0031	0.0818	