



DISTRICT OF HUDSON'S HOPE AGENDA

Council Chambers

Monday, February 24, 2020

1. Call to Order:

2. Delegations:

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 February 10, 2020 Regular Council Meeting Minutes Page 1

7. Business Arising from the Minutes:

8. Public Hearing:

9. Staff Reports:

SR1	Operation of the Community Hall	Page 6
SR2	The Older Folks Club – Lease Agreement	Page 10
SR3	District Property – Sale to BC Hydro (Beckman Road)	Page 21
SR4	Grant Application - Beattie Lift Station	Page 36
SR5	CAO Monthly Report	Page 37
SR6	Corporate – Monthly Report	Page 38
SR7	Public Works – Monthly Report	Page 40
SR8	Protective Services – Monthly Report	Page 42

10. Committee Meeting Reports:

11. Bylaws:

B1	Bylaw No. 913, 2020 DL148 Road Closure	Page 44
B2	Bylaw No. 912, 2020 (Beckman Road)	Page 57
B3	Bylaw No. 907, 2020 Cemetery Management	Page 63
B4	Bylaw No. 915, 2020 Fees & Charges	Page 107

12. Correspondence:

C1	Community Hall Update	Page 145
C2	NDIT – GO Fund 2019 Update	Page 147

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:



**REGULAR COUNCIL MEETING
February 10, 2020
6:00 P.M.
COUNCIL CHAMBERS**

Present: Mayor Dave Heiberg
Councillor Mattias Gibbs
Councillor Pat Markin
Councillor Kelly Miller
Councillor Travous Quibell
Councillor Leigh Summer

Absent: Councillor Valerie Paice (*with notice*)
Youth Councillor Brenna Rice (*with notice*)

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

1. CALL TO ORDER

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

C2 HUDSON'S HOPE NEW HORIZONS SENIORS SOCIETY

RESOLUTION NO. 025/20

M/S Councillors Summer / Miller

"That the order of the Council Agenda for February 10, 2020 be varied to move Item C2 – Hudson's Hope New Horizons Seniors Society to after Item D1 – Hudson's Hope New Horizons Seniors Society delegation."

CARRIED

2. DELEGATIONS

D1 HUDSON'S HOPE NEW HORIZONS SENIORS SOCIETY

Elaine Ferguson and Fay Lavallee advised that the Hudson's Hope New Horizons Society cannot convert from a charity to a non-profit and also requested whether the building lease agreement held with the District could be amended to reflect the name of the new organization which is the "Older Folks Club".

Fay Lavallee also inquired whether a new sign could be installed at the cemeteries as the existing sign is small and hard to see.

M1

C2 HUDSON'S HOPE NEW HORIZONS SENIORS SOCIETY

RESOLUTION NO. 026/20

M/S Councillors Summer / Miller

"That Council authorize Staff to determine whether the new Older Folks Club can replace the Hudson's Hope New Horizons Seniors Society on the lease that the Hudson's Hope New Horizons Seniors Society currently holds with the District."

CARRIED

3. NOTICE OF NEW BUSINESS

Mayor's Additions: None

Councillor's Additions: None

CAO Additions: Add: C11 – Tennis / Pickleball
Remove: SR1 – Purchase of District Owned Properties
Remove: B1 – Bylaw No. 912, 2020 Beckman Road

4. ADOPTION OF AGENDA BY CONSENSUS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

M1 JANUARY 27, 2020 REGULAR COUNCIL MINUTES

RESOLUTION NO. 027/20

M/S Councillors Quibell / Gibbs

"That the minutes of the January 27, 2020 Regular Council Meeting be adopted as presented."

CARRIED

7. BUSINESS ARISING OUT OF THE MINUTES

- Item C1: Hudson's Hope Hall Society**

Councillor Quibell advised that a meeting was held with the Hudson's Hope Community Hall Society, the Hudson's Hope Community Club (operation of the kitchen), the Lion's Club and the CAO; the Lion's Club is now awaiting feedback on which responsibilities that the Club may assume for the maintenance of the Hall.

8. PUBLIC HEARING

9. STAFF REPORTS

SR2 OPEN SPACE MAINTENANCE

RESOLUTION NO. 028/20

M/S Councillors Summer / Markin

"That Council receive the attached report for information and discussion."

CARRIED

10. COMMITTEE MEETING REPORTS

11. BYLAWS

B1 BYLAW NO. 914, 2020 – REVITALIZATION TAX EXEMPTION - LUCAS SUBDIVISION

- A discussion ensued as follows:
 - The Mayor provided an overview of the purpose of the Revitalization Tax Exemption issue and noted that certain taxes, eg School taxes, would not be exempt if the Bylaw is adopted; he also noted that the District does not have the option of reducing the price of the lots.
 - Councillor Markin obtained feedback from approximately 7 residents and reported as follows: very against this tax exemption; did not think that BC Hydro should be included and BC Hydro should not be in the housing market; divisive, discriminatory; do property taxpayers who would not benefit from this tax exemption have to pick up the slack; upset that money spent to hire a realtor could be better used elsewhere; and that this tax exemption would not provide sufficient incentive for the lots to sell and that demand cannot be manufactured.

RESOLUTION NO. 029/20

M/S Councillors Quibell / Miller

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.

CARRIED

Opposed: Councillors Markin and Summer

12. CORRESPONDENCE

C1 RETAIL CANNABIS SALES

RESOLUTION NO. 030/20

M/S Councillors Markin / Quibell

THAT Staff respond to D. Lepine's request regarding Cannabis Retail Sales in Hudson's Hope and a) explain the history associated with the District's Zoning Bylaw; and b) outline the process required for a request for a zoning bylaw amendment."

CARRIED

C3 DOUBLE H SADDLE CLUB – LETTER OF SUPPORT

RESOLUTION NO. 031/20

M/S Councillors Quibell / Gibbs

THAT the District of Hudson's Hope provide a letter of support for the Double H Saddle Club's grant application for Northern Development Initiative Trust's Community Halls and Recreation Facilities grant.

CARRIED

C4 GRANT WRITER

Received for discussion in conjunction with Item C10 – PRRD 2020 Economic Development Budget. Council supported a contribution of up to \$5,000.

C5 CARIBOU RECOVERY INITIATIVE

The Mayor provided an update.

C6 PEACE RIVER LOCAL GOVERNMENT ASSOCIATION DINNER MEETING

RESOLUTION NO. 032/20

M/S Councillors Quibell / Gibbs

THAT the District of Hudson's Hope authorize any Council member to attend the Peace River Local Government Association Dinner Meeting being held in Tumbler Ridge on March 26, 2020.

CARRIED

C7 CANLIN ENERGY CORPORATION - DORMANT SITE PROGRAM

Received for Information.

C8 PEST MANAGEMENT PLAN

Received for Information.

**C9 NORTHERN DEVELOPMENT INITIATIVE TRUST
– FABULOUS FESTIVALS AND EVENTS GRANT**

Received for Information.

**C10 PEACE RIVER REGIONAL DISTRICT 2020 ECONOMIC DEVELOPMENT
BUDGET**

Note: this item was discussed in conjunction with Item C4 – Grant Writer.

C11 TENNIS / PICKLEBALL COURTS

RESOLUTION NO. 033/20

M/S Councillors Quibell / Gibbs

THAT Staff advise Kelly Newsholme that her proposal regarding upgrades to the tennis / pickleball courts will be considered during the 2020 budget deliberations.

CARRIED

13. **REPORTS BY MAYOR & COUNCIL ON MEETINGS AND LIAISON RESPONSIBILITIES**
14. **OLD BUSINESS**
15. **NEW BUSINESS**
16. **PUBLIC INQUIRIES**
17. **NOTICE OF CLOSED MEETING**
18. **ADJOURNMENT**

Mayor Heiberg declared the meeting adjourned at 7:09 pm.

DIARY

Conventions/Conferences/Holidays

*Commercial Water Rate Increase-annual budget
Consideration*

Diarized

08/04/19

Certified Correct:

Dave Heiberg, Mayor

Jeanette McDougall, Corporate Officer

REQUEST FOR DECISION

RFD#: CC-2020-18	Date: February 3, 2020
Meeting#: CM022420	Originator: Chris Cvik
RFD TITLE: Operation of the Community Hall	

RECOMMENDATION:

1. That effective March 1, 2020, Council approves that the District of Hudson's Hope assume the responsibility for the maintenance and operation of the Community Hall; and
2. That Council approves the District negotiate a user agreement with the District of Hudson's Hope Community Club for the operation of the kitchen; and
3. That Council direct Administration to work with the Hudson's Hope Lions Club on a Lease Agreement for Council's consideration on the continued use of space within the Community Hall by the Lions.

BACKGROUND:

The District owns the Community Hall, but for several years, operations and maintenance of the Community Hall have been taken care of by the Hudson's Hope Hall Society.

At the January 27, 2020, Council Meeting, Johanna Dupuis, President/Treasurer of the Hudson's Hope Hall Society, provided a letter to Council on the Dissolution of the Hudson's Hope Hall Society. The Society was responsible Community Hall bookings and billings, payment of utility bills, and organizing and payment of janitorial expenses. Unfortunately, the Society's volunteer base has decreased and it is too much for the remaining members to keep up with.

There is also another group operating out of the Community Hall. The Hudson's Hope Community Club (formerly the Women's Club) is a stakeholder within the Community Hall as it maintains the kitchen.

Thus, users can rent the Hall by itself, rent the Hall and Kitchen together, or rent the Kitchen only.

DISCUSSION:

On February 3, 2020, Administration met with the Hudson's Hope Hall Society, the Lions Club, and the Hudson's Hope Community Club groups. In talking with the groups, the following themes emerged:

1. The Hudson's Hope Community Club group likes how the current model works. They are notified when someone wishes to rent the kitchen and charge \$100 per event. Funds are used to replace items in the Kitchen and provide luncheons for funerals, etc. Ideally, this group would like to see the operation continue 'status quo', but understand some changes in process could occur.

SR1

2. The Lions Club have had a long relationship with the Community Hall. They would like to have continued access to the Hall for their regular meetings and to use the Hall for storage for items used at the hall (i.e., Christmas Decorations). At this point, the Lions Club would be willing to step in and fill the role being vacated by the Hudson's Hope Hall Society if needed, but they are also fine with having the District assume responsibility for the operation and maintenance of Hall and enter into a Licence Agreement with the District to cover continued access to the Hall.
3. The District of Hudson's Hope Hall Society believes the best course of action is for the District as owners of the building to retain care for the operations and maintenance of the Hall.

Administration is currently working on the 2020 budget and requires direction from Council with respect to the responsibility to run and maintain the Hall.

If the District assumes the operation and maintenance of the Hall, it will result in additional staff time with Accounts Receivable billing, performing pre and post inspections if required, and organizing janitorial coverage if required. The amount will vary based on demand for rental space. In addition, the contract for Janitorial Services is currently expired. Administration will need to look at either renegotiating this contract or bringing the service 'in-house' to be handled by Casual Custodian staff.

ALTERNATIVES:

1. The District close the Community Hall down completely until a new facility is built. There are other options within the Community that can be used for community and meeting space (i.e., Pearkes Centre).
2. That the District reject the recommended option and direct Administration to issue a Request for Expression of Interest to see if any other organization is interested in taking over from the Hudson's Hope Hall Society.

FINANCIAL:

Based on financial information provided by the Hudson's Hope Hall Society, Operating Expenses in 2019 were approximately \$9,069. If the recommendation to take back the responsibility for operation and maintenance of the Hall is approved, Administration would include \$15,000 in the 2020 budget. This is expected to cover operating expenses increased by 2% for inflation and approximately \$5,750 for immediate repairs, including the replacement of the back stairs. These have been identified as a safety hazard.

Attachment:

1. Copy of the current Community Hall Rental Contract.

Report Approved by: _____



Chris Cvik, CAO

HUDSON'S HOPE COMMUNITY HALL RENTAL CONTRACT**Please Print**

Company Name _____

Contact Name _____

Contact Telephone _____

Cell _____

Mailing Address _____

Name of Event _____

Date(s) of Event _____

Time: _____

Signature _____**Rental Rates**

Public or Commercial Dance or Banquet, Fundraisers

\$250 _____

Company Dance or Banquet

\$350 _____

Private Parties (birthday, retirement, wedding, yard sales)

\$250 _____

Meetings (Public Info, Training courses, Sales, Elections)

\$250 _____

Three Day week-end events

\$500 _____

Basement Meeting Room

\$150 _____

Resident Funerals

\$100 _____

Cleaning Fee (non-alcohol \$100, alcohol event \$150)

(For DOHH use only)

Total _____**Rental Deposit (for clean-up)****\$100** _____

Bookings must pay a \$100 clean-up/damage deposit at time of booking.

Only **cash** or **cheque** is accepted as payment. Cheques can be made payable to **HH Hall Society**

If the hall is left in good condition after the function, the deposit will be credited towards the rent.

****If the minimum clean up rules (attached to your contract) are not completely met,
the group will lose their deposit******Please Read and Sign the back of this Contract.**

COMMUNITY HALL RENTAL INFORMATION

- Main interior lights are located to your right behind the bar.
- As you come up the stairs to your left is the switch for the left side scone lighting.
- Right side of bldg. scone lighting switch is located on the wall to your left at entrance of bar.
- Thermostat is located behind the bar as well. You may turn it up as needed.
- If you are needing to use the big cooler, the "on" switch is located on the top right of the appliance. If you require to lock the cooler, please supply your own lock. The steel bar is beside the cooler for your use. All pop, supplies, cups, etc., are the property of the Lions Club and are not for public use unless otherwise authorized.
- Sound system (microphone, amp, wireless mic) are on the stage. We do not have a screen (most people use the back wall) or a projector. You must supply your own. We do not supply a tech to hook everything up!
- Table coverings/skirts for both rectangle and round tables are available to rent at an additional cost. Leave all soiled linens in the basket behind the bar when finished. We will have them laundered.
- Community Hall rental does not include kitchen facilities or access to the cupboards.
Please contact: **Cassie Stark (250-783-1327)** for rental information and rules of operation.
- Women's washroom is located upstairs, past the bar, as well as a handicapped washroom. Men's washroom is located at the bottom of the stairs to the basement.
- A list of clean up duties is posted on the wall beside the phone behind the bar. Please be respectful and leave the hall the way you found it!

CLEAN UP & CLOSE UP RULES

Clean up must be completed before leaving the hall at the end of the function. If extensive clean-up is required, the renter must clean the hall before **NOON** the next day.

1. All tables and chairs must be washed and/or wiped down and put away where you got them from. Please **DO NOT block the path to the exits!** Please stack the tables and chairs evenly against the back walls on either side of the hall.
2. All garbage needs to be taken out. There are clean bags on the bottom of the cans. This includes washroom garbage. Garbage cans are located out the kitchen and back doors.
3. Remove all decorations and fasteners. Please do not use tape or pins when decorating. Use removable stickies or attach decorations to cable strung around perimeter. Confetti is **NOT** to be used in the Hall!
4. Clean bar counter and area. Remove all empty bottles, cardboard, supplies, etc. Wipe down bar counter tops. Be sure to turn the cooler off and prop something in the door to air it out (we use the soap dispenser from the sink behind the bar).
5. Sweep floor. Brooms can be found in furnace room behind bar.
6. Clean kitchen. Sweep floors, remove garbage, wash all dishes and put away and lock cabinets if using.
7. If washrooms have extreme mess, please use good practice for cleaning up any bodily fluids (vomit, feces, blood, etc.) *Supplies for clean-up are stored under the bar sink cabinet.*
8. Please take all your supplies and belongings with you when you leave unless previous arrangements have been made for pickup at a later date.

**PLEASE BE SURE TO TURN OFF ALL LIGHTS, TURN DOWN THE HEAT AND
LOCK ALL THE DOORS BEFORE LEAVING!**

ALL DAMAGE DEPOSITS WILL BE FORFEITED IF THE CLEAN-UP RULES ARE NOT FOLLOWED!

RENTER'S SIGNATURES: _____

(By signing this form you are agreeing to all the terms above)

REQUEST FOR DECISION

RFD#: CC-2020-19	Date: February 12, 2020
Meeting#: CM022420	Originator: Chris Cvik
RFD TITLE: The Older Folks Club	

RECOMMENDATION:

1. That Council approve amending the lease agreement between the District of Hudson's Hope and the Hudson's Hope New Horizons Society to reflect the new Club known as the Hudson's Hope **"The Older Folks Club"**;

and
2. That Council approve a new five-year lease agreement with the Hudson's Hope Older Folks Club from April 1, 2019 - March 31, 2024;

and
3. That Council approve the Service Provider Agreement between the District of Hudson's Hope and the The Older Folks Club dated February 24, 2020, in respect to liability coverage through the Municipal Insurance Association of British Columbia.

BACKGROUND:

At the Council Meeting on February 10, 2020, Council passed the following resolution in relation to item C-2 on the Council Agenda:

RESOLUTION NO. 026/20

M/S Councillors Summer / Miller

"That Council authorize Staff to determine whether the new The Older Folks Club can replace the Hudson's Hope New Horizons Seniors Society on the lease that the Hudson's Hope New Horizons Seniors Society currently holds with the District."

CARRIED

DISCUSSION:

Elaine Ferguson and Fay Lavallee attended the Council Meeting on February 10, 2020, as a delegation to request that the lease agreement with the District for use of the New Horizons building be updated to reflect the clubs new name – **'The Older Folks Club'** and that the new club continue to be covered for commercial general liability insurance through the District.

SR2

The existing agreement that was signed on January 20, 2016, was a five-year lease agreement that ran from April 1, 2014, to March 31, 2019. As such, if Council approves amending the agreement to reflect the name change, it should also enter into an updated lease agreement.

FINANCIAL:

The request from The Older Folks Club will not have any financial implications for the District.

- The Club will continue to be responsible for the \$250 payment to the District to be included on the District's General Commercial Liability Insurance through MIABC.
- The Club will continue to be responsible for the payment of utility costs and be responsible for general cleaning of the New Horizons building.
- The District will continue to own the New Horizons building and be responsible for general maintenance and repair costs.

Attachments:

1. The Older Folks Club Building Lease
2. Service Provider Agreement between the District of Hudson's Hope and The Older Folks Club.

NOTE:

The previous twenty (20) page lease agreement has been simplified down to six (6) pages that reflect the key aspects of the relationship agreement.



Report Approved by:

Chris Cvik, CAO

THE OLDER FOLKS CLUB BUILDING LEASE

THIS AGREEMENT dated forreference the 24TH day of February, 2020.

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. V0C1V0

(the "District")

AND:

THE OLDER FOLKS CLUB

(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 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";

C. 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:

Lease of Building

1. The District hereby leases to the Club the Building (the "Lease") for a term of five (5) years commencing on April 1, 2019 and terminating on March 31, 2024, (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

2. 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.

Ownership of Building

3. 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

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

Parking License

5. The District hereby grants to the Club the right to enter upon those paved parking in order to use the Parking Area only for vehicle parking purposes and only in association with use of the Building.

Building Accepted "As Is"

6. 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

7. 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

8. 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

9. The Club shall at all times during the Term allow members of the public to become members of the Club.

Rent

10. 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 for the five-year Term.

Contracts for Utilities

11. 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

12. 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

13. The Club shall not assign this Agreement, and the Club shall not sublet all or any part of the Building without prior written consent of the District in each instance.

Delivery of Information

14. If requested, 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.

Corporate Existence

15. The Club has notified the District that it does not intend to operate as a registered service club under the B.C. Registrar of Companies.

Compliance with Laws

16. 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.

No Nuisance

17. 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

18. 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.

Repairs and Maintenance of Building

19. The District agrees that throughout the Term, the District will attempt to 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. Major repairs will be considered as part of the District's annual budgeting process.

Public Safety

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

Workers Compensation

21. The Club, at its cost, will carry and pay for full workers' compensation coverage in respect of all workers, employees and other applicable persons that may be employed by the Club.

Insurance Clauses

22. 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

23. 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.

Indemnity

24. 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 connect with the Building.

Survival of Indemnity and Release

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

Club's Corporate Representations and Warranties

26. 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 Lease Agreement.

Notice

27. 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.
28. Notices to the District must be addressed to the attention of the "Clerk".

Notice of Default

29. 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.

Condition of Building

30. 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 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.

No Obligations on District

31. 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

32. 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.

Entire Agreement

33. 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

34. Time is of the essence of this Agreement.

DATED the 24th day of February, 2020.

**On Behalf of the District of
Hudson's Hope**

Name: _____

Title: _____

Signature: _____

Date: _____

On Behalf of the The Older Folks Club

Name: Esther Vandergaag

Title: president

Signature: Esther Vandergaag

DORA CUMMING

Treasurer

Dora



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this 24 day of

February, 2020 by and in between District of Hudson's Hope (the "Local Government") and the The Older Folks Club the "Service Provider").

The Service Provider agrees to provide the services listed on the attached Schedule A for the Local Government.

The term of the Agreement is perpetual commencing the 24 day of February, 2020.

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

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

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

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

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

**ON BEHALF OF THE DISTRICT
OF HUDSON'S HOPE**

Name:

Title:

Signature:

Date:

**ON BEHALF OF THE OLDER FOLKS
CLUB**

Name:

Esther Vandergaag

Title:

President

Signature:

Esther Vandergaag

Date:

Feb. 20, 2020

DORA CUMMINS

Treasurer

Quo

Feb 20, 2020

Schedule 'A '

Description of The Older Folks Club

Services

Taken from the existing Service Provider Agreement entered in on June 30, 2015, between the District of Hudson's Hope and The Older Folks Club.

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

- To provide a place where seniors can enjoy active games and passive activities while socializing with others in the 55+ age group.

For the older person, exercise and socializing go a long way toward improving a person's mobility and quality of life. We encourage seniors to get out and join us in our activities.

REQUEST FOR DECISION

RFD#: CC-2020-17	Date: February 12, 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 (approximately 760 meters) 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 remaining portion of Beckman Road not being purchased by BC Hydro would be resumed by the Province – Ministry of Transportation and Infrastructure.

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.

SR3

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 11th day of February, 2020

BETWEEN:

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

(the "**District**")

AND:

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

(the "**BC Hydro**")

WHEREAS:

- A. BC Hydro wishes to 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; and
- (g) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.

2. 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: 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).

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

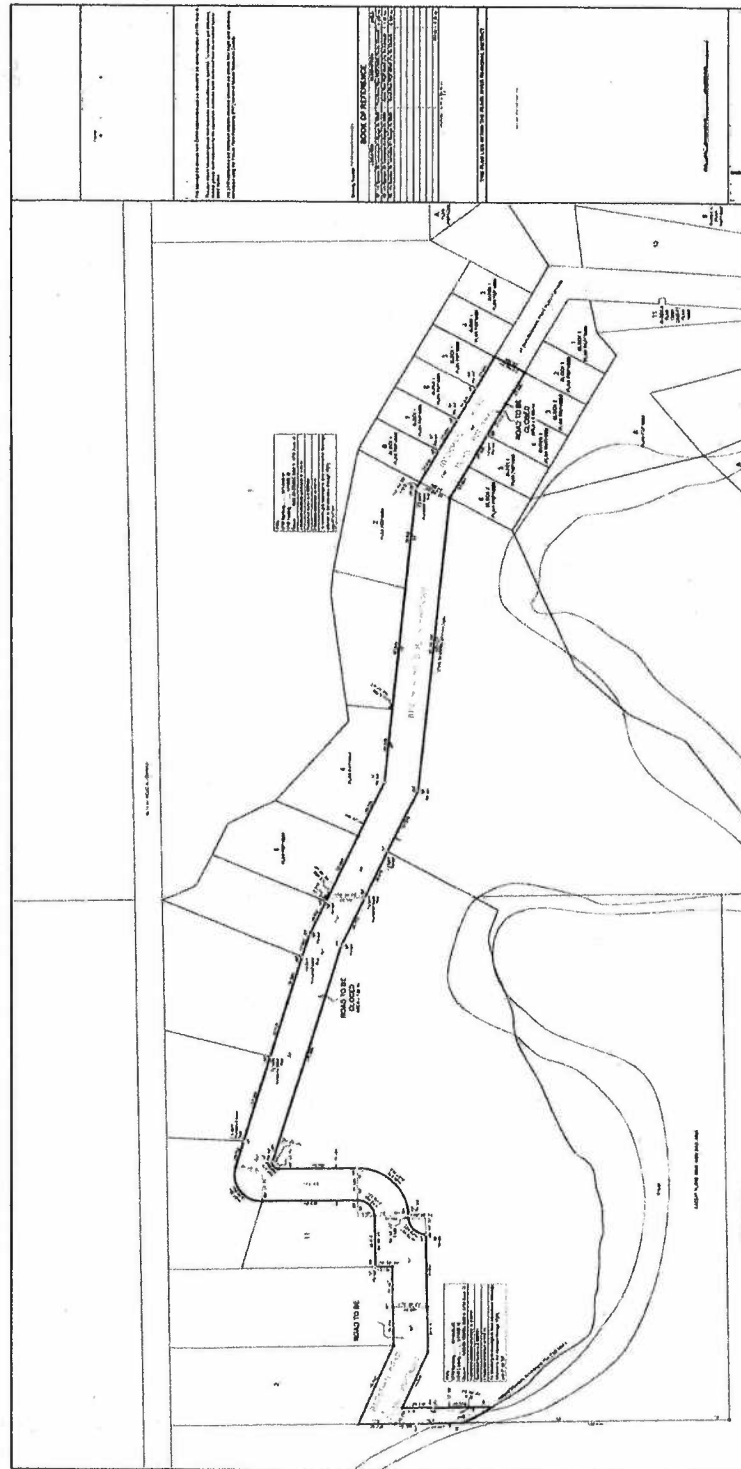
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

Beckman Road Lands Plan



REQUEST FOR DECISION

RFD#: 2020MR03	Date: February 20, 2020
Meeting#: CM022420	Originator: Mokles Rahman
RFD TITLE: Grant Application for Beattie Lift Station upgrade	

BACKGROUND:

In August 2018, the District of Hudson's Hope, applied for grant funds under ICIP (Investing in Canada Infrastructure Program) - Green Infrastructure – Environmental Quality Program, to upgrade the Beattie Sanitary Lift Station. The application was declined.

In January 2019, the District again applied for another grant funds under ICIP - Rural and Northern Communities (RNC) Program for the same project. The decision of this funding is still pending.

Recently, the Ministry announced another intake of the grant fund under ICIP (Investing in Canada Infrastructure Program) - Green Infrastructure – Environmental Quality Program, the deadline of which is February 26, 2020.

The ICIP Green Infrastructure grant program is a cost shared by Government of Canada 40%, Province of British Columbia 33.33%, and remaining eligible project costs plus all ineligible project costs and cost overruns are the responsibilities of the applicant.

The estimated costs for upgrade of Beattie Sanitary Lift Station is \$556,000, including 15% contingencies and 15% Engineering. After detailed design, public tender and completion of the construction, we will be able to know the exact costs of the project.

RECOMMENDATION / RESOLUTION:

1. THAT Council approves a grant application to be made for the Green Infrastructure Fund for upgrades to the Beattie Lift Station (over ground valve chamber).
2. THAT Council will consider the costs of the project in conjunction with the preparation of the 2020 Capital Budget.

Prepared by:



Mokles Rahman, Director of Public Works

Approved by:

Chris Cvik, CAO

SR4

THE DISTRICT OF HUDSON'S HOPE

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

Some of the initiatives currently being worked or recently completed:

- Safety – No Medical Aids reported since last month. No equipment damage reported. Working with Public Works on Arena – Safety Orientation Plan.
- Web-Site update. New site is live. Working internally on the page structure and then the content will be reviewed and updated. Will be completed by year-end.
- Union voted to accept new four-year Collective Agreement. Retro payment for the wage increases that were effective January 1st will be made on the **February 27, 2020**, deposit. A separate deposit for the Medical Services Premium (MSP) payout will be made the following pay period on **March 12, 2020**.
- Deputy Treasurer – posting closed Feb. 10th. Interviews held on Feb. 13th and Feb. 24th.
- Recreation Special Events Coordinator – posting closed Feb. 14th. Interviews scheduled for week of Feb. 24th.

Upcoming

- Operating Budget scheduled for March 9, 2020 Council Agenda
- Working on Capital budget.
- RFP for Real Estate Services – Lucas Subdivision closes March 2, 2020.



Chris Cvik

SR5

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: February 24, 2020
SUBJECT: CORPORATE DEPARTMENT – MONTHLY UPDATE

PURPOSE

To provide Council with an update for the Corporate Department.

INFORMATION

- **Bylaws**
 - Cemetery Management: New bylaw prepared in conjunction with various Staff
 - Fees and Charges: New bylaw prepared in conjunction with B. Mercereau
 - Zoning Bylaw Consolidation: In progress
- **Hudson's Hope Visitor Services Centre / Destination BC**
 - Prepared 2020 Visitor Services Centre & Trademark Agreements
 - Prepared 2019 Year End Report & 2020 Visitor Services Plan along with Kathy Burseth
- **Conferences / Education / Training**
 - MATI Leadership in Local Governments – J. McDougall, June 2020
 - Safety Committee Conference – A. Martin, November 2020
 - ICBC Training- ongoing – M. Cryderman
- **LGMA Committee: Freedom of Information / Records Management (FOI/RM)**
 - Participated in a 2 hour Committee conference call regarding 2020 workplan, eg subject matter for webinars; records retention requirements for certain types of files, classification system issues.
 - Freedom of Information webinar scheduled March 30, 2020 regarding FOI Advances (latest decisions and developments in information & privacy affecting local governments). Presenter is Marisa Cruikshank, Lidstone & Co. A. Martin & J. McDougall registered.

SR6

ADMINISTRATOR'S COMMENTS:



Mokles Rahman,
A/Chief Administrative Officer



Jeannette McDougall,
Corporate Officer

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

SUBJECT: Public Works Department Update

DATE: February 2020

FROM: Mokles Rahman, Director of Public Works

Below please find highlights of some of the activities done or going on in the Public Works Department during the last month.

- Water Treatment Plant (WTP):
 - a) Upgrades:
 - i) RFP closed on February 19, 2020. Received four (4) proposals, all are above the budget approved by BC Hydro. Reviewing the proposals and working with BC Hydro and consultant for next course of action.
 - ii) The deadline for completion of the project has been extended to October 31, 2020 with the permission from BC Hydro.
 - b) Operations: The fine backwashes of WTP are still challenging. Operator needs to be present to watch and adjust the water flow pressure if pipes are shaking. In normal situation, there should not be any shaking. As reported before, we brought in an expert to fix the problems, but there are still problems.
- Beattie Lift station: Furnace at Beattie Lift station has been fixed.
- There are sewer flow problems in the MacDougall Street. Monitoring and flushing of the sewer line are going on everyday (even twice a day) during the winter months. Recently we had to flush the line with camel jet as frost reduced the capacity of this sewer line significantly. We are also monitoring six (6) other locations where there are some sewer flow problems.
- Arena was closed on Thursday, February 6, 2020 as compressor was not working. The root cause of the issue is under investigation by us.
- Wood burning at the old Public Works yard is going on. It is taking long time as we are burning by watching the venting index publish by the Province for burning.
- Snow cleaning: Snowplowing and sanding are going on as per requirement.
- SUBDIVISIONS:
 - a. Light Industrial Subdivision: Had a meeting with Urban Systems here at the District Office. Received three (3) quotes for Geotech and three (3) quotes for survey. Also, light industrial committee had a meeting to review the project progress and setting future directions. It is decided to go ahead with survey and geotechnical investigation and perform the detailed design.

SR7

- b. Lucas subdivision streetlights are energized and are operational for the full subdivision. Night illumination of the site is looking good.
 - c. As we are in the process of selling lots at the Lucas Subdivision, it is imminent to prepare a master grading plan for the entire subdivision so that the future lot owners can grade their lots without negatively impacting the neighbouring lots.
- Budget: Drafted Public Works Operating and Capital Budget for 2020.
- Capital Projects (carry over from 2019): Although we are yet to submit 2020 Capital Budget requests to Council, there are some surplus funds available from 2019. To expedite the tendering process, we tendered the following projects.
 - a. Beattie Lift station: Tender posted on February 19, 2020 with a closing date of March 12, 2020.
 - b. Water valves and hydrants: Tender posted on February 14, 2020 with a closing date of March 12, 2020.
- Capital Projects (2020):
 - a. Osborne Street Guard Rail: Awarded contract to Urban Systems for starting the design work. We had an on-site meeting with the MoTI representatives to discuss the scope and partnership approach of the work. MoTI would provide some materials for the project.
- Staff hiring:
 - a. Asset Management: Advertised a temporary position for Asset Management data collection and condition assessment.
 - b. Recreation & Special Events Coordinator: Interviewing candidates in the week of February 24, 2020.

Prepared by:



Mokles Rahman, Director of Public Works

Approved by:

Chris Cvik, CAO

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

SUBJECT: Protective Services Monthly Update

DATE: 24 February 2020

FROM: Robert Norton, Director of Protective Services

INFORMATION:

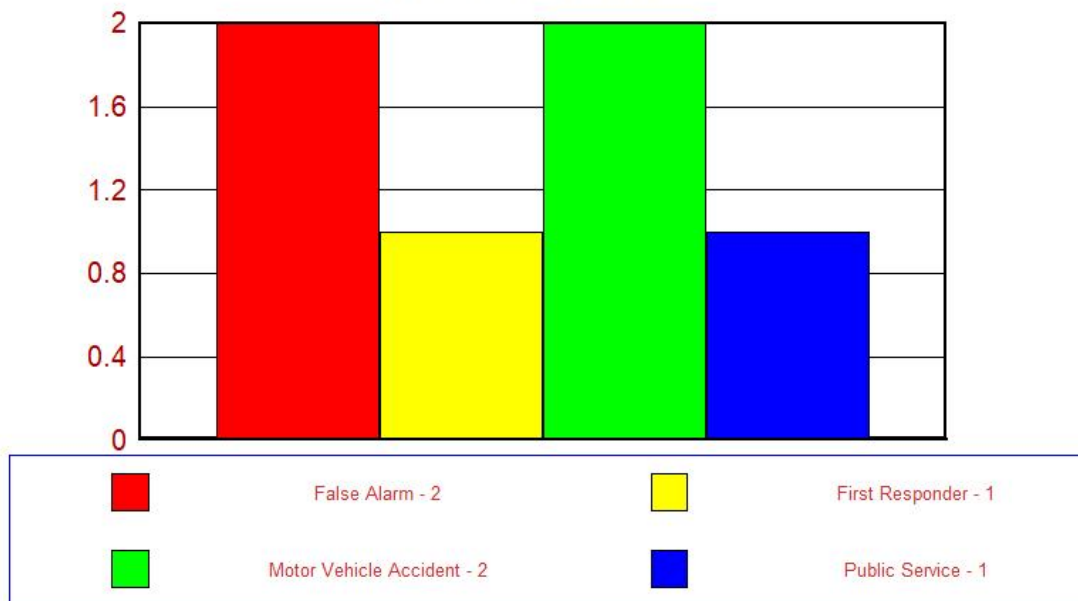
This report is a synopsis of the activities of the various branches of the Protective Services Department.

Fire Department

Year to date the department has responded to 6 calls for service.

First Responder	1
Motor Vehicle Incidents	2
False Alarms	2
Public Service	1

Hudson's Hope Fire Rescue 01 Jan 2020-Present



SR8

Hudson's Hope Fire Rescue currently has 6 members enrolled in the Hazardous Materials Awareness program through the College of the Rockies, and two members completing a wildland urban interface online course.

Hudson's Hope Fire Rescue will be conducting training with BC Wildfire Service in March 2020 to better prepare for joint responses to wildland fire events which may occur within the District's jurisdiction.

Emergency Preparedness

The Northeast BC (NEBC) Emergency and Public Alert System continues to be advertised throughout the Peace through a variety of venues including print, radio, billboards, and attendance at trade shows. The District of Hudson's Hope continues to promote the system on our Facebook page, website, PSA, and the Bulletin. To date there are 1091 subscribers within the Peace including 125 within the Hudson's Hope area. To ensure that new residents to the area are aware of the program, the District has worked with BC Hydro to include information into their new employee orientations for local facilities. This information describes the merits of the NEBC Emergency and Public Alert system, as well as information on how to sign up.

Additional NEBC Alerts promotional events are planned for the upcoming months including a "refer a friend" contest which will be announced shortly.



Robert Norton, Director of Protective Services

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Chris Cvik, Chief Administrative Officer
DATE: February 24, 20220
SUBJECT: BYLAW NO. 913, 2020 – ROAD CLOSURE – DL148

RECOMMENDATION:

***"THAT** the District of Hudson's Hope Bylaw No 913, 2020, Road Closure – DL148 be adopted as of February 24, 2020."*

INFORMATION:

During the Council meeting held January 13, 2020, the District of Hudson's Hope Bylaw No. 913, 2020, Road Closure – DL148 was read for three times as per the *Community Charter* s. 135 (1) Requirements for Passing Bylaws. Public notice of Council's intention to close the road on DL148 and remove the road dedication was issued in accordance with the following sections of the *Community Charter*:

- s. 94 Requirements for Public Notice
 - published in the *Alaska Highway News* on February 13th and 20th, 2020
 - posted on District website, Office Bulletin Board, Post Office Bulletin Board & issued via PSA
- s. 26 (3) Notice of Proposed Property Disposition
- s. 40 Permanent Closure and Removal of Highway Dedication

The District has not received any written responses as at February 20, 2019.

Attachments:

- Advertisement – *Alaska Highway News* – February 13th and 20th, 2020
- Report to Council re Bylaw No. 913, 2020, dated January 13, 2020
- Bylaw No. 913, 2020, Road Closure – DL148



Chris Cvik,
Chief Administrative Officer

B1

**DISTRICT OF HUDSON'S HOPE**

Box 330, 9904 Dudley Drive

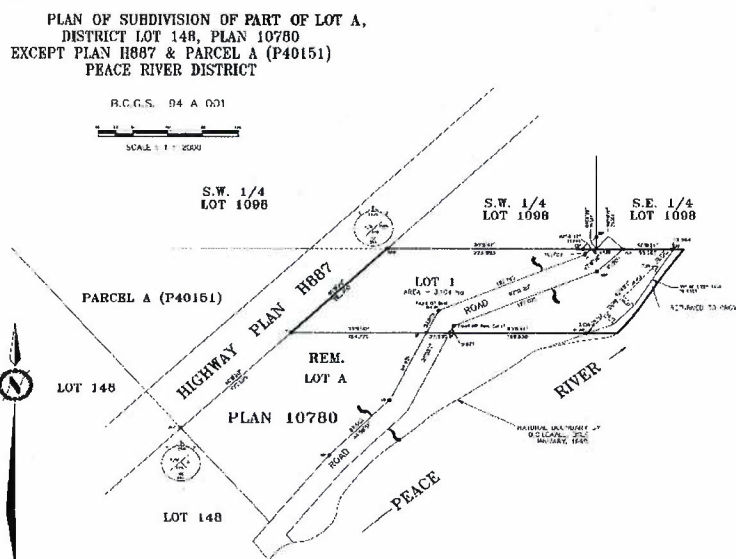
Hudson's Hope, BC, V0C 1V0

Telephone: (250) 783-9901

Fax: (250) 783-5741

PUBLIC NOTICE**Notice of Intention – Road Closing Bylaw and Property Disposition****When:** Monday, February 24, 2020 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. 913, 2020, a Bylaw to close the Public Road through DL 148, Plan 10780 pursuant to Section 40 of the Community Charter, which will close the old highway road and remove the road dedication as shown on Map 1.

Map 1

Once the road is closed, the District of Hudson's Hope intends to sell the property back to the four adjacent property owners for a nominal fee of \$1.00 for each of the four property owners. The rationale for the nominal value is due to the fact that the road was not registered as a legal notation on file and all parties have operated under the assumption they already owned the old road that was located within their properties. In addition, the property owners have been paying property tax based on the entire property (i.e., including the newly discovered road).

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.

Page 46 of 147

REQUEST FOR DECISION

RFD#:	CC-2020-01	Date:	December 9, 2019
Meeting#:	CM011320	Originator:	Chris Cvik
RFD TITLE: District of Hudson's Hope Road Closure Bylaw No. 913, 2020 to close the Public Road through DL 148, Plan 10780			

RECOMMENDATION:

1. That District of Hudson's Hope Road Closure Bylaw No. 913, 2020, to close the Public Road through DL 148, Plan 10780, and remove the road dedication be read a first time as recommended in the report dated December 9, 2019, from the CAO regarding Road Closure Bylaw No. 913, 2020.
2. That Bylaw No. 913, 2020 be read a second time.
3. That Bylaw No. 913, 2020 be read a third time.
4. And that Public Notice of Council's intention to close the public road through runs through DL 148, Plan 10780 and remove the road dedication be provided in accordance with Sections 26(3) and 40 of the *Community Charter*.

BACKGROUND:

District Lot 148 was Crown granted November 10, 1942. No road was excluded from the Crown grant at that time. PGP10780 dated Aug 4, 1960 created Lot A and the Remainder of DL 148. It also dedicated public road through Lot A at about 80 feet (24.384m). The road roughly follows the Peace River.

KAP887H dated Feb 15, 1966 created the "new" Highway 29N. The "new" Highway 29N was dedicated at approximately 200 feet (60.96m). The plan shows the "old" highway through Lot A of Plan 10780 (no change).

PGP34351 dated Feb 13, 1990 created Lot 1 and the Rem of Lot A from PGP10780. It shows the road that was dedicated in 1960 and shown in 1966 at 24.384m (no change).

At no time was the road closed by the Ministry of Transportation.

In July 2019, the Ministry of Transportation and Infrastructure advised the one of the property owners that when the road was originally created, it was under Ministry jurisdiction and when the District of Hudson's Hope incorporated in 1965, this road was handed over from the Ministry to the District (not all roads were handed over but most were).

As a result, the District is still the owner of this section of road. The District was NOT aware of this as the road does not appear as a Legal Notation on any of the four properties Certificate of Title.

DISCUSSION:

The fact that the District owns this 'old' road only came to the District's attention as a result of a property owner undertaking some work as a result of the Site C project.

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 the four property owners for a nominal sum (approximately \$1.00). **NOTE:** At this time, Administration is not sure whether the sale would be \$1.00 for the entire amount or \$1.0 per property owner. The rationale for the nominal value is that all four property owners have operated under the impression they owned all of the property including the road that dissect their properties and have been taxed on a land value that included the road.

ATTACHMENTS:

1. District of Hudson's Hope Road Closure Bylaw No. 913, 2020, a Bylaw to close the Public Road through DL 148, Plan 10780
2. Draft Public Notice

Report Approved by:



Chris Cvik, CAO

**BYLAW NO. 913, 2020**

A Bylaw to Close the Public Road through DL 148, Plan 10780

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. 913, 2020, Public Road through DL 148, Plan 10780.

2 Legal Description

- 2.1 The public road dedicated through DL 148, Plan 10780. The road extends into the existing lots as seen today to the south PID: 014694298 DL 148 Peace River District except PL 10780 PCL A (PL 16838) PCL B (PL 23386) & PL H887, and to the north PID: 015650553 L 1 DL 148 Peace River District PL 34351; 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 13th day of January, 2020

Read a Second Time this 13th day of January, 2020

Read a Third Time this 13th day of January, 2020

Adopted this _____ day of January, 2020

Dave Heiberg
Mayor

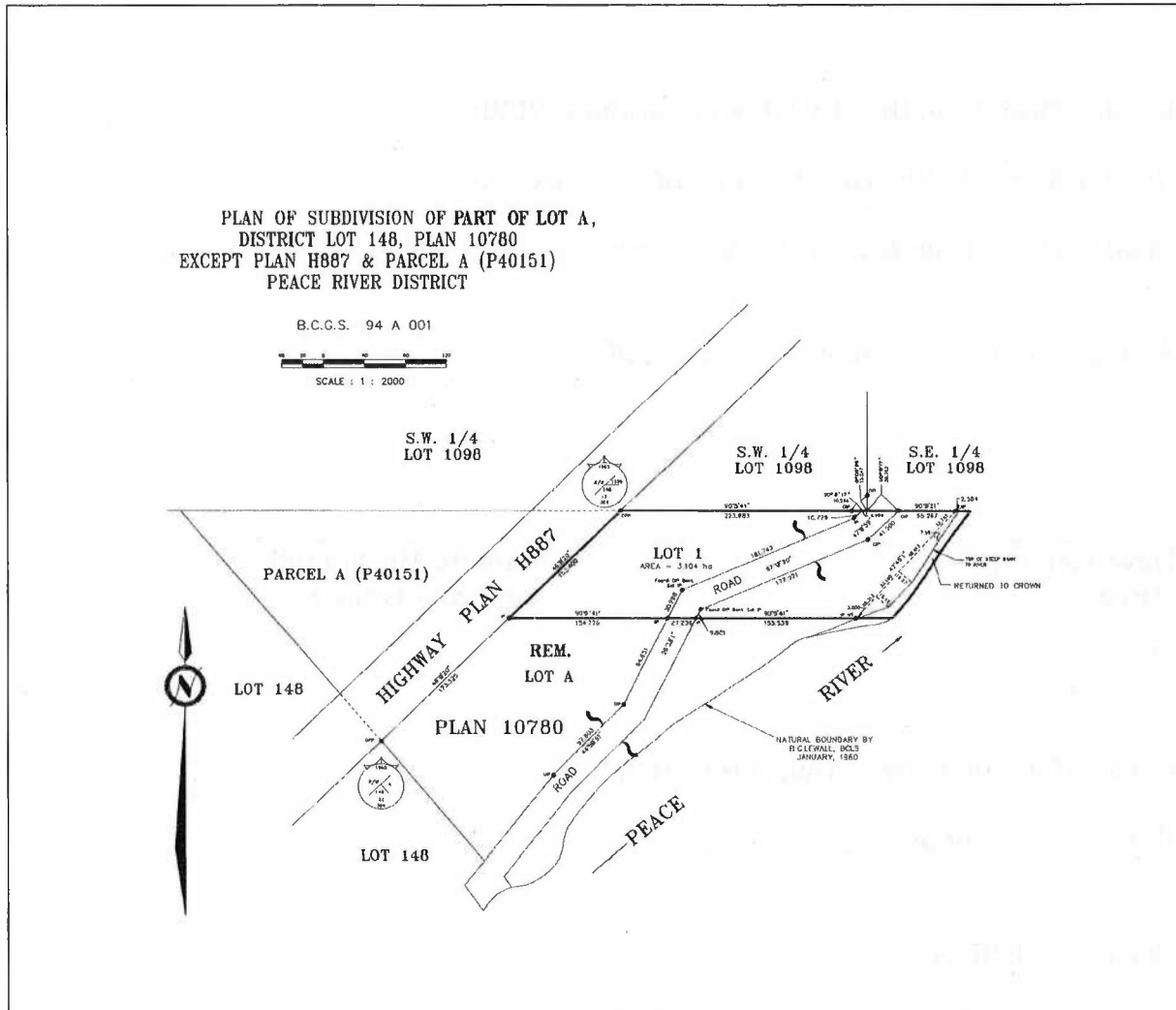
Jeanette McDougall,
Corporate Officer

Certified a true copy of Bylaw No. 913, 2020

this _____ day of _____

Corporate Officer

Schedule A



**DISTRICT OF HUDSON'S HOPE**

Box 330, 9904 Dudley Drive

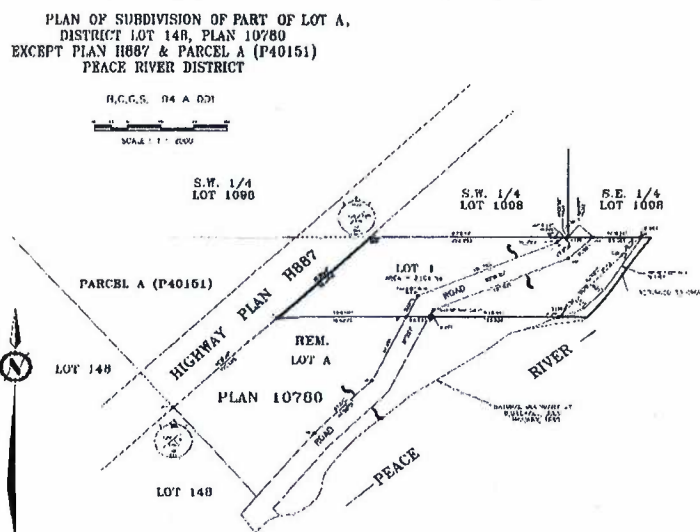
Hudson's Hope, BC, VOC 1V0

Telephone: (250) 783-9901

Fax: (250) 783-5741

PUBLIC NOTICE**Notice of Intention – Road Closing Bylaw and Property Disposition****When:** Monday, February 24, 2020 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. 913, 2020, a Bylaw to close the Public Road through DL 148, Plan 10780 pursuant to Section 40 of the Community Charter, which will close the old highway road and remove the road dedication as shown on Map 1.

Map 1

Once the road is closed, the District of Hudson's Hope intends to sell the property back to the four adjacent property owners for a nominal fee of \$1.00 for each of the four property owners. The rationale for the nominal value is due to the fact that the road was not registered as a legal notation on file and all parties have operated under the assumption they already owned the old road that was located within their properties. In addition, the property owners have been paying property tax based on the entire property (i.e., including the newly discovered road).

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.



BYLAW NO. 913, 2020

A Bylaw to Close the Public Road through DL 148, Plan 10780

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. 913, 2020, Public Road through DL 148, Plan 10780.

2 Legal Description

- 2.1 The public road dedicated through DL 148, Plan 10780. The road extends into the existing lots as seen today to the south PID: 014694298 DL 148 Peace River District except PL 10780 PCL A (PL 16838) PCL B (PL 23386) & PL H887, and to the north PID: 015650553 L 1 DL 148 Peace River District PL 34351; 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 13th day of January, 2020

Read a Second Time this 13th day of January, 2020

Read a Third Time this 13th day of January, 2020

Adopted this _____ day of February, 2020

Dave Heiberg
Mayor

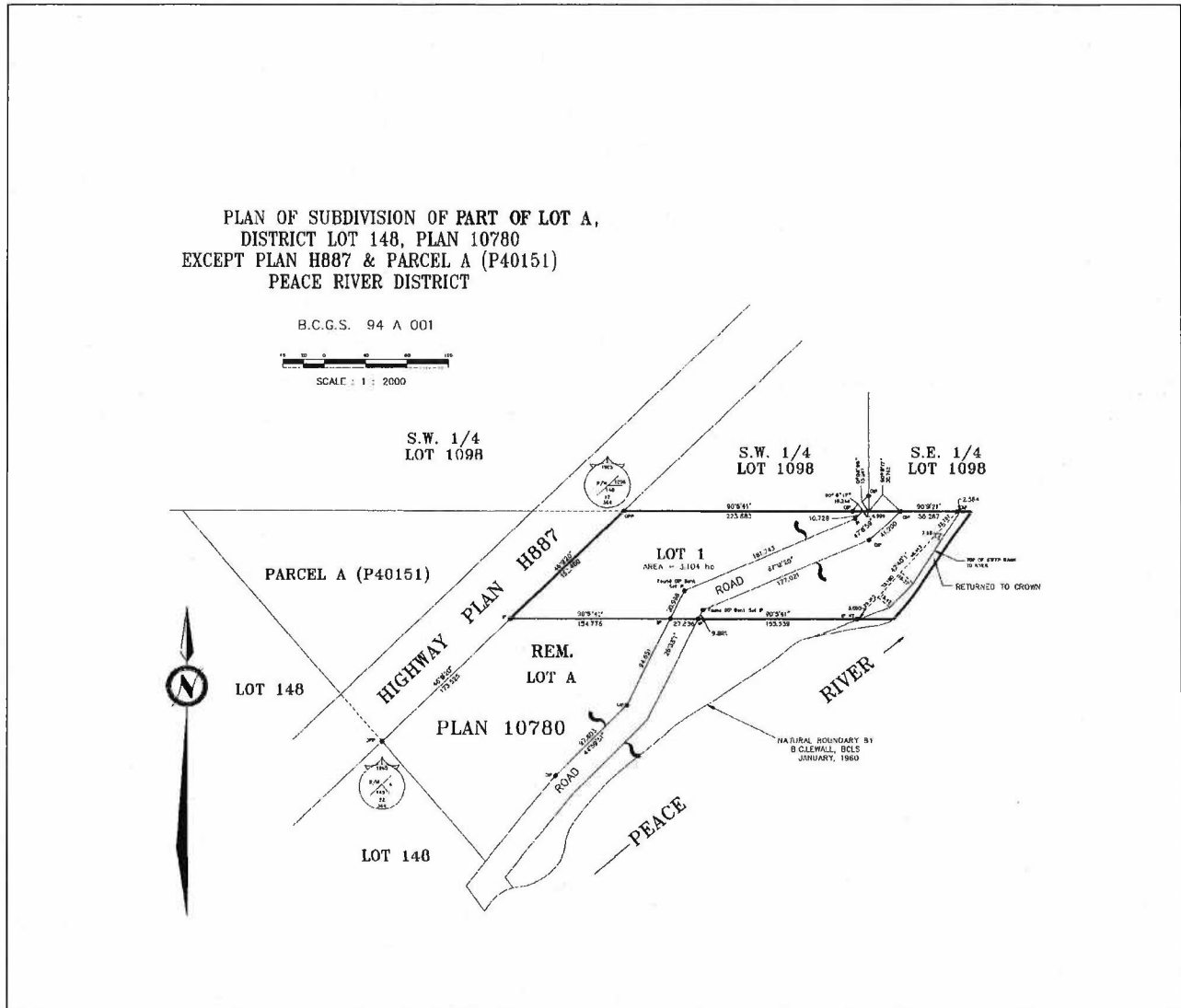
Jeanette McDougall,
Corporate Officer

Certified a true copy of Bylaw No. 913, 2020

this _____ day of _____

Corporate Officer

Schedule A



REQUEST FOR DECISION

RFD#: CC-2020-02	Date: February 12, 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 February 12, 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 (approximately 760 meters) 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 portion of Beckman Road not being sold to BC Hydro will be resumed by the Province – Ministry of Transportation and Infrastructure.

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 760 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 24th day of February, 2020.

Read a Second Time this 24th day of February, 2020.

Read a Third Time this 24th day of February, 2020.

Adopted this _____ day of March, 2020.

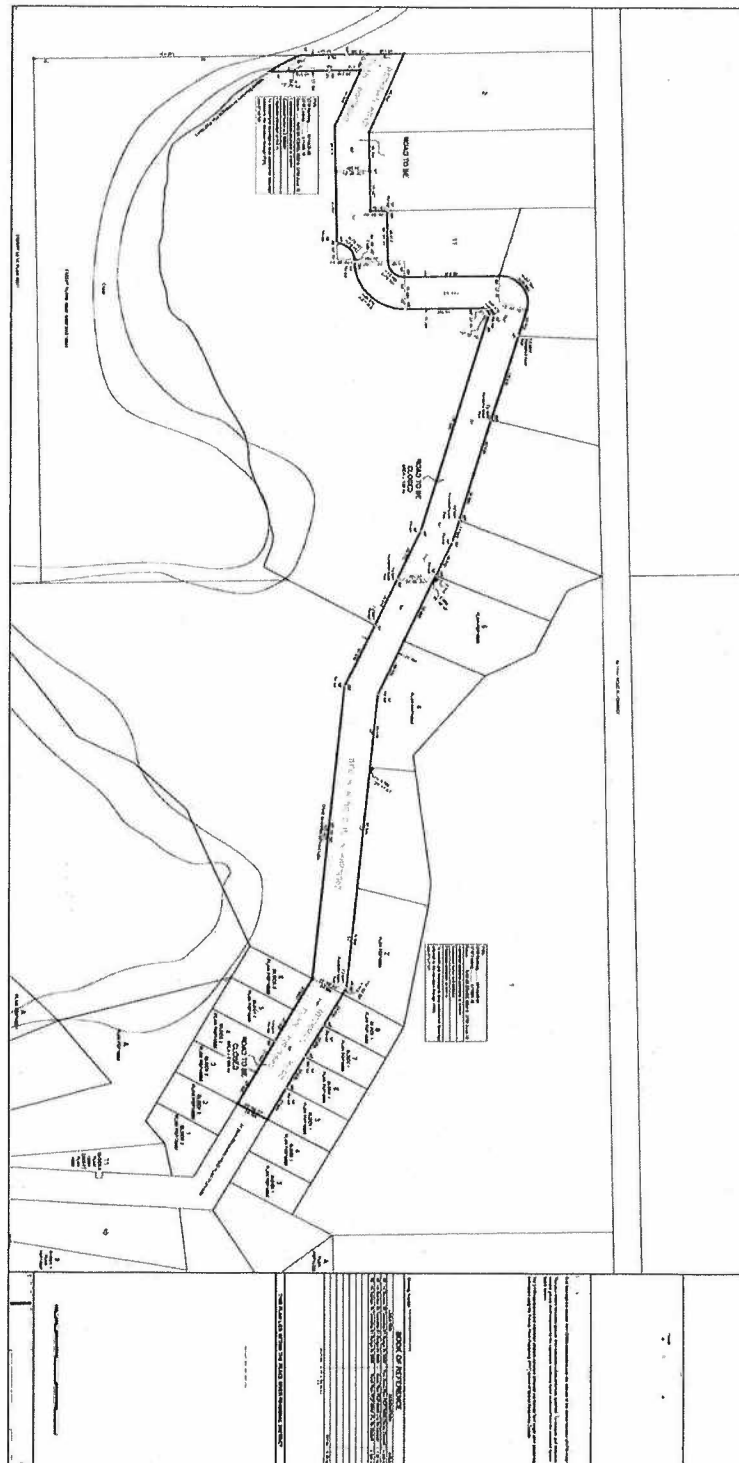
Dave Heiberg
Mayor

Jeanette McDougall,
Corporate Officer

Certified a true copy of Bylaw No. 912, 2020

this _____ day of _____

Corporate Officer

Schedule A



DISTRICT OF HUDSON'S HOPE
 Box 330, 9904 Dudley Drive
 Hudson's Hope, BC, V0C 1V0
 Telephone: (250) 783-9901
 Fax: (250) 783-5741

PUBLIC NOTICE

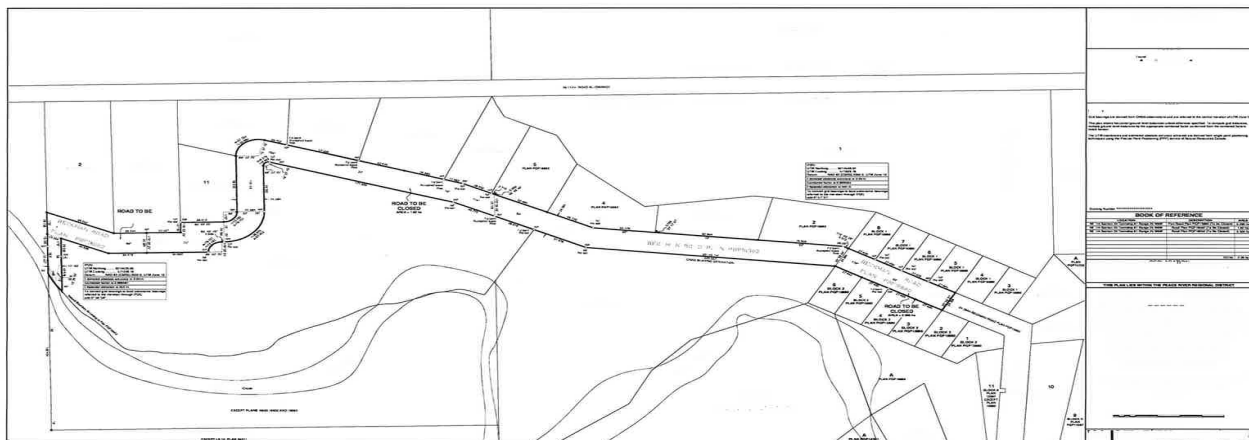
Notice of Intention – Road Closing Bylaw and Property Disposition

When: Monday, March 23, 2020 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 (approximately 760 meters) and remove the road dedication of such property as highlighted in pink on Map 1.

Map 1



Once the road is closed, the District of Hudson's Hope intends to sell the property to BC Hydro as part of the Site C Project. The remaining portion of Beckman Road will be resumed by the Province – Ministry of Transportation and Infrastructure.

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 and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: February 24, 2019
SUBJECT: BYLAW NO. 907, 2020 – CEMETERY MANAGEMENT

RECOMMENDATIONS:

Recommendation No. 1:

***"THAT** the District of Hudson's Hope Bylaw No. 907, 2020 Cemetery Management, be read a first time.*

Recommendation No. 2:

***"THAT** the District of Hudson's Hope Bylaw No. 907, 200 Cemetery Management, be read a second time.*

Recommendation No. 3:

***"THAT** the District of Hudson's Hope Bylaw No. 907, 2020 Cemetery Management, be read a third time.*

BACKGROUND:

Various Staff (J. McDougall, Corporate Officer; M. Rahman, Director of Public Works; M. Sture, Manager Public Works; B. Mercereau, Office Assistant and J. Dupuis, ICBC Clerk) have reviewed and developed a proposed new Cemetery Management Bylaw to a) reflect changes that are required as a result of a Cemetery audit conducted by Consumer Protection BC that was held late 2019; b) to incorporate three (3) amending bylaws; c) to not include pre-need services; d) to update legislative references; and e) various additions and deletions, which are indicated on the attached marked-up version of the proposed Bylaw.

Changes include the following:

1. Fees for two Columbarium Care Contribution Fees and three Memorial Care Fund Contribution fees have increased as per the audit conducted by Consumer Protection BC and are reflected in Schedule "E" of the proposed new Fees and Charges Bylaw No. 915, 2020 (attached to this report for information).

B3

2. Recommend that pre-need services, eg preparation and placement of burial sites, not be offered because, despite revenue for pre-need services having been collected in the past, there is now a requirement for tracking and reporting purposes in accordance with Consumer Protection BC which will create an administrative burden for the Finance Department. In addition, Staff consulted with some other communities in the Peace River Region who advised that they did not provide this service.
3. Interments at the Pioneer Cemetery: added a clause (section 4.11) that may allow for interment of cremated remains, but not in-ground casket burial.
4. Standardized naming convention: The Pioneer Cemetery has sometimes been referred to as the "Old Timers Cemetery" and this reference has now been removed from the proposed new Bylaw No. 907, 2020.
5. Legislative: References to various legislative changes have been updated.
6. General revisions to formatting and some wording revisions (the latter of which are indicated on the marked-up version).
7. The following bylaw and amendments will be repealed upon adoption of Bylaw 907, 2020:
 - Bylaw 755, 2009
 - Amending Bylaw 817, 2012
 - Amending Bylaw 851, 2015
 - Amending Bylaw 869, 2016

Attachments:

- *Excerpt from the proposed amendment to the Fees and Charges Bylaw No. 915, 2020, Schedule "E" that reflects fee increases*
- *Marked-Up Version of the Consolidated Bylaw No. 755, 2009, Cemetery Management, which incorporates Amending Bylaws No. 817, 2012, No. 851, 2015 and No. 869, 2016*
- *Proposed Bylaw No. 907, 2020 Cemetery Management*

ADMINISTRATOR'S COMMENTS:



Mokles Rahman, Chief Administrative Officer



Jeanette McDougall, Corporate Officer

SCHEDULE E

Cemetery Services Fees

In Ground Burials				
Type	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Adult Interment	\$200.00 *	\$50.00 *	\$300.00	\$550.00
Child Interment	\$200.00 *	\$50.00 *	\$200.00	\$450.00
Cremation Interment	\$200.00 *	\$50.00 *	\$100.00	\$350.00

* Right of Interment fee and the Care Fund Contribution is only charged for the first interment in a lot, subsequent interments will not be charged these fees

Columbarium Interments				
Location	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Double Niche 1 st Interment (Top two (2) rows)	\$500.00	\$50.00 (was \$25)	\$50.00	\$600.00
Double Niche 1 st Interment (Bottom two (2) rows)	\$470.00	\$47.00 (was \$25)	\$50.00	\$567.00
Double Niche 2 nd Interment	n/a	n/a	\$50.00	\$50.00

Memorials				
	Memorial	Installation Fee	Care Fund Contribution	Total
Ground Memorial	n/a	\$145.00	\$10.00 (w/ \$5.00)	\$155.00
Columbarium Memorial Plate	n/a	\$20.00	\$10.00 (w/ \$5.00)	\$30.00
Columbarium Memorial Plate (Second name)	n/a	\$20.00	\$10.00 (w/ \$5.00)	\$30.00

Miscellaneous Fees	
Grave Liners	
- Burial	\$450.00
- Cremation (Ground Burial)	\$40.00
Exhumation or Disinterment	Preparation & Placement Fee x two (2)
Interments on Saturday, Sunday or Statutory Holidays or after 3:30 pm Monday to Friday	Preparation & Placement Fee x two (2)
Administration Fee	\$10.00
Handling Fee	\$50.00

**DISTRICT OF HUDSON'S HOPE
Bylaw No. 907, 2020**

Cemetery Management

A bylaw to provide for the regulations, operations and maintenance of
Cemeteries owned by the District of Hudson's Hope.

WHEREAS every operator of a cemetery must adopt Bylaws for the Interment or other disposition of the deceased; respecting the organization, operation and management of the cemetery, including setting fees (reflected in the Fees and Charges Bylaw No. 904, 2019); the size, class and kind of Memorials and materials used for Memorials; and the rights, privileges and responsibilities of the operator, Interment Right Holders, and their relatives, other users, suppliers, Funeral Providers, Memorial dealers and the general public;

AND WHEREAS the Council of the District of Hudson's Hope has delegated to the District Administrator certain specific administrative powers of the Council relating to the operation and management of Cemeteries owned by the District of Hudson's Hope;

NOW THEREFORE, under its statutory power, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the District of Hudson's Hope enacts the following provisions:

TITLE

This Bylaw may be cited for all purposes as the "Cemetery Management Bylaw No. 907, 2020".

DEFINITIONS

In this Bylaw terms defined in the *Cremation, Interment, and Funeral Services Act* and this bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

ADMINISTRATION FEE

Means fees levied to cover additional administrative costs associated with the transfer or surrender of a Right of Interment.

ADMINISTRATIVE AUTHORITY

Means the Business Practices and Consumer Protection Authority established under the *Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.23*.

ADMINISTRATOR

Means the District Administrator and includes any employee authorized by the Administrator to act on his or her behalf.

ADULT

Means a person thirteen (13) years of age and older.

APPLICANT

Means an individual who has made petition to the District for a Right of Interment.

BURIAL VAULT

Means a protective, sealable outer receptacle, into which a casket or Urn is placed, designed to restrict the entrance of gravesite elements into the casket or Urn.

CARETAKER

Means the person duly authorized by the Administrator to perform Interments and to care for and maintain the Cemeteries.

CEMETERY

Means "Garden of the Peace Cemetery" and "Pioneer Cemetery" ~~Old Timers Cemetery~~, which is also known as the "Pioneers Cemetery", being the civic lands set apart and used as places of Interment and memorialization, together with any incidental or ancillary buildings.

CEMETERY CARE FUND

Means an irrevocable trust fund established, held and administered in accordance with CIFSA for the purpose of financing the future maintenance and care of a Cemetery once all Lots are occupied or reserved.

CHILD

Means a person of the age of twelve (12) years of age or younger.

CIFSA

Means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made thereunder.

COLUMBARIUM

Means a structure or building or an area in a structure or building, that contains, as an integral part of the structure or building or as freestanding sections, Niches for the Inurnment of Cremated Remains.

CO-MINGLED

Means the intentional mixing of the Cremated Remains of more than one deceased person.

CONTROL OF DISPOSITION

Means the person or agency as defined in Section 5 of the CIFSA who has the authority to control the disposition of the Human Remains or Cremated Remains.

COUNCIL

Means the Council of the District of Hudson's Hope.

CREMATION LINER

Means a receptacle made of durable material placed in a ground lot to encase an urn, or urns, holding cremated remains. A Cremation Liner has a lid and is placed during the Interment process.

CREMATED REMAINS

Means the human bone fragments that remain after cremation that may also include the residue or any other material cremated with the Human Remains.

DIRECTOR

Means a director under the *Business Practices and Consumer Protection Act*.

DISINTERMENT

Means the removal of Human Remains along with the casket or container, or any remaining portion of the casket or container holding the Human Remains, from the Lot in which the Human Remains had been interred.

DISTRICT

Means the District of Hudson's Hope.

EXHUMATION

Means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

FAMILY MEMBER

Means a parent, step-parent, grandparent or step-grandparent, sibling (natural, adopted or step), spouse, child (natural, adopted or step), grandchild (natural, adopted or step).

FEES

Means the schedule of fees as prescribed in the Fees and Charges Bylaw.

FUNERAL PROVIDER

Means an individual licensed to arrange, conduct or direct funerals or the transfer or disposition of Human Remains, or to arrange burials.

GRAVE LINER

Means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A Grave Liner may, or may not, have a bottom and is placed during the burial process.

HANDLING FEE

Means the fee paid for handling of cemetery products not purchased from the District.

HOLIDAY

Means any of the following days, namely New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday.

HUMAN REMAINS

Means a dead human body in any stage of decomposition, but does not include Cremated Remains.

INTERMENT

Means the disposition by:

1. burial of Human Remains or human Cremated Remains in a Lot; or
2. Inurnment of Cremated Remains in a Columbarium.

INTERMENT RIGHT HOLDER

Means a person who holds a Right of Interment.

INTERMENT AUTHORIZATION

Means a document completed at time of need that may include statistical, executor and next of kin information that authorizes Interment of the deceased by the person with Control of Disposition.

INURNMENT

Means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.

LOT

Means a discrete space used, or intended to be used in a Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment and includes a grave, or a niche.

MEDICAL HEALTH OFFICER

Means the person duly appointed for the area of the health region in which the Cemetery is located to act as Medical Health Officer.

MEMORIAL

Means:

- (a) a tombstone, plaque or other marker on a grave; or
- (b) an plaque on a crypt or niche front, used to identify a lot or memorialize a deceased person or stillborn child.

NICHE

Means a space, usually within a Columbarium, designed for the Inurnment of Cremated Remains.

RIGHT OF INTERMENT

Means a certificate that provides for the future right to inter Human Remains or Cremated Remains in a designated Lot.

SPOUSE

As defined in CIFSA, means a person who is:

- (a) married to another person; or
- (b) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death.

URN

Means any receptacle, temporary or permanent, used for the encasement of Cremated Remains.

1. APPLICATION OF BYLAW

- 1.1 Subject to any contrary provision in the CIFSA, this Bylaw applies to all Cemeteries operated by the District and to all additional real and personal property, within the

District of Hudson's Hope, which may hereafter be acquired and held by the District for use as a District Cemetery, and shall be observed for Interment of the human deceased, and for their management, operation and preservation and the terms, conditions and fees set out shall apply to every Right of Interment within the Cemeteries. The administration of the Cemeteries shall be carried out in conformity with the Administrative Authority and CIFSA.

- 1.2 The following described real properties are set aside, held, laid out, developed, improved, used and maintained, as District owned Cemeteries and dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purposed:

Pioneer Cemetery Old Timer's Cemetery

PID: 009-610-472, Lot 1 Plan 21088 of Part of the South-East ¼, Section 24, Township 81, Range 26, West of the Sixth Meridian, Peace River Land District

Garden of the Peace Cemetery

PID: 011-749-679, Lot 1 Plan 16795, South East ¼, Section 30, Township 81, Range 25, West of the 6th Meridian, Peace River Land District

- 1.3 Council shall have power to determine from time to time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemeteries, subject to compliance with the requirements of CIFSA.

2. ADMINISTRATION OF BYLAW

The Administrator is responsible for the general administration of the Bylaw and will:

- (a) maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority the CIFSA; and
- (b) issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw.

3. RIGHT OF INTERMENT

- 3.1 The District may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate, as set out in Schedule "B" of this bylaw.
- 3.2 The issuance of a Right of Interment does not entitle the holder to require the District to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provisions of the Bylaw, including, without limitation, the payment of all Fees related to the Interment.
- 3.3 A Right of Interment for any unused Lots may be transferred to a Family Member at the discretion of the Administrator. The Interment Right Holder or executor must supply this request in writing, complete a Right of Interment Transfer, as set out in Schedule "E" of this bylaw, and the original Interment Right must be surrendered to

the District. Fees, payable to the District, associated with an Interment right transfer may include:

- (a) an Administration Fee; and
 - (b) the difference between Fees paid originally and current Fees if there have been changes in fee rates.
- 3.4 An Interment Right Holder shall either reserve the right to use that Lot for themselves or authorize another person to be interred in the Lot to which the Interment Right refers. An Interment Right Holder may only designate one Lot for their own use. *The Interment Right Holder will pay the applicable fees to reserve the lot. The fees for preparation and placement of remains, cemetery products, or other charges will be due at time of Interment and may not be prepaid.*
- 3.5 A Right of Interment may be surrendered to the District at the discretion of the Administrator by completing a Right of Interment Surrender, as set out in Schedule "E" of this bylaw. A refund, equal to the purchase price less the Cemetery Care Fund contribution, will be issued to the Interment Right Holder provided:
- (a) there are no Interments in the designated Lot;
 - (b) the Interment Right Holder or his executor provides written notice to the District for intent to surrender the right;
 - (c) the original licence or Right of Interment is surrendered;
 - (d) an Administration Fee is paid; and
 - (e) any Fees associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
- 3.6 Upon approval of the Administrative Authority a Right of Interment may be reclaimed by the District if all of the following criteria has been met:
- (a) the Interment Right Holder would be at least 90 years of age;
 - (b) a minimum period of 50 years has elapsed from the date of purchase;
 - (c) a minimum 90 days has passed since notice of intent to reclaim has been sent to the Interment Right Holder; and
 - (d) the District has made diligent attempts to contact the Interment Right Holder.

4. INTERMENTS

- 4.1 An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization, as set out in Schedule "C" of this bylaw and paid all applicable Fees.
- 4.2 Only Human Remains, or Cremated Remains of a human body, shall be interred and memorialized in the Cemeteries.
- 4.3 Interments:
- (a) shall only be performed within the Cemetery by the Caretaker;
 - (b) shall only be conducted in predefined Lots approved by the Administrative Authority; and
 - (c) shall be conducted with all reasonable care and attention.

- 4.4 The District and its Caretaker are not responsible for damage to any casket, Urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the District and its Caretaker.
- 4.5 Application for an Interment Authorization shall be made at least forty-eight (48) hours before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this Bylaw.
- 4.6 The Interment of Cremated Remains is to be completed within 30 days of all Fees being paid.
- 4.7 The bodies of persons who have died having any infectious disease, as defined in the Public Health Act S.B.C. 2008, c. 28 ~~Health Act R.S.B.C. 1996, C. 179~~, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.
- 4.8 The following apply to all in-ground Interments:
- (a) A Grave Liner or Burial Vault is required for each in-ground burial Interment.
 - ~~(b) A Cremation Liner is required for each in-ground cremation Interment.~~
 - ~~(c) All Cremated Remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator and must conform to the cremation liner dimensions of 23 cm (9") in length, 23 cm (9") wide and 36 cm (14") high.~~
 - (c) The Administrator may allow for the interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA and an Authorized Approval is completed, as set out in Schedule "D" of this bylaw.
 - (d) ~~The Administrator may allow only one (1) in-ground casket burial per lot.~~ No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot. Cremated Remains placed on a full-size burial Lot are not Co-mingled.
 - (e) Each cremation Niche may hold up to two (2) Cremated Remains. The urns to be placed in a niche must conform to the niche dimensions of 30 cm (12") wide, 30 cm (12") high, and 30 cm (12") deep and the size of the first urn must allow enough space for a second urn, if two Cremated Remains are to be interred in the niche.
 - (f) The Administrator must supply permission for the purchase of any Grave Liner, Burial Vault, ~~or Cremation Liner~~ from a source other than the District, with permission based on the item's size, design, material and construction. The installation of Grave Liners, Burial Vaults, ~~or Cremation Liners~~ from a source other than the District may be subject to a handling Fees and must be paid in full prior to installation. The Administrator may request that Grave Liners, Burial Vaults, ~~or~~

~~Cremation Liners~~ be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.

- (g) Any charges incurred by the Cemetery above and beyond the standard scope of services in the handling of Grave Liners or Burial Vaults not supplied by the District will be charged to the Applicant and paid prior to Interment.

4.9 Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator.

4.10 Interments shall be performed within the following hours, or at other times approved by the Administrator:

- (a) In-ground casket burial – 9:00 a.m. to 3:30 pm, Monday to Friday.
- (b) Interment of Cremated Remains – 9:00 a.m. to 3:30 pm, Monday to Friday.
- (c) The Administrator may schedule Saturday, Sunday or Statutory Holidays Interments subject to payment of additional Fees and availability of the Caretaker.
- (d) The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

4.11 The Administrator may allow interments at the Pioneer Cemetery of Cremated Remains provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA and an Authorized Approval is completed, as set out in Schedule "D" of this bylaw. No in ground casket burials will be permitted at the Pioneer Cemetery.

4.12 Families may request permission to witness the Interment process at the Cemetery subject to the following criteria:

- (a) A request to witness the Interment must be communicated to the Administrator when confirming Interment date and time;
- (b) The District will not be held liable for any injury to members of the public that are attending or witnessing an Interment process; and
- (c) All proceedings at the Interment site shall be under the sole direction of the Caretaker.

4.13 No grave shall be dug, opened or disturbed by any person other than a Caretaker authorized by the District of Hudson's Hope.

5. EXHUMATIONS AND DISINTERMENTS

5.1 Pursuant to Section 16 of the CIFSA a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:

- (a) The Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
- (b) Approval of the Exhumation by the Administrative Authority is received by the Administrator;
- (c) The Administrator gives written notice to, and receives permission from, a

Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to the public health; and

- (d) Payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.

- 5.2 The District shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage to any casket, Urn or other container sustained during Exhumation or Disinterment.
- 5.3 The District's responsibility with respect to Exhumation or Disinterment is limited to:
 - (a) excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains; and
 - (b) closure of the Lot.
- 5.4 In accordance with Section 18 of the CIFSA, a Funeral Provider employed at the expense of the Interment Right Holder or their successors is required for the handling of any Human Remains in the existing Lot or any transfer of the remains to the new Lot or location.

6. MEMORIALS

- 6.1 Memorials will only be installed, removed or modified in the Cemetery when:
 - (a) an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
 - (b) the applicable contribution is paid to the Cemetery Care Fund as required in the CIFSA; and
 - (c) all outstanding Fees relating to the Lot, Interment and Memorial installation have been paid in full.
- 6.2 All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator. All Memorials shall conform to the specifications set out in Schedule "A".
- 6.3 A Memorial Permit, as set out in Schedule "F" of this bylaw, shall be issued by the Administrator to authorize installation of all Memorials.
- 6.4 Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to the District and timelines may vary depending on scheduling issues, weather conditions and ground conditions. *Only persons authorized by the District of Hudson's Hope shall install memorials at the Cemetery.*
- 6.5 The District shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.
- 6.6 The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the District, all Memorials

upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. Interment Right Holders may request that the District make repairs. All costs associated with the repairs will be borne by the Interment Right Holder.

7. Ground Interment Memorials

- 7.1 Ground Interment Memorials, including those for creation Lots, shall be installed flush with the ground and shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator. The option of attaching a ceramic cameo to any, and all, ground granite or bronze memorials; by official family members, without charge; in accordance with Schedule "A" Section 2, is permitted.
- 7.2 The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.
- 7.3 The finished dimensions of a Memorial shall be in accordance with the attached Schedule "A". If the finished dimensions are 50 cm x 75 cm (20" x 30") or smaller a concrete base will need to be installed. A Memorial will not be removed from a concrete base once installed.

8. Columbarium Memorials

- 8.1 Columbarium Memorials apply to any bronze plaque for use on a Columbarium niche door but does not include Memorials for in-ground cremation Interments.
- 8.2 Plaques for Columbarium Memorials shall be installed by the District and must conform to the dimensions and specifications in accordance with the attached Schedule "A". The plaques may be constructed of a bronze material with a flat back as they will be installed with an adhesive. A ceramic cameo may be attached to the bronze plaque; by official family members, without charge. The plaques may also be constructed of the existing granite niche door etched, without the bronze plaque. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be removable without removing the entire plaque.
- 8.3 As plaque installation is permanent to the niche door, approval needs to be received by the District by the Interment Right Holder or their successors prior to installation. Where incorrect inscriptions, dimensions, specifications or locations are given on the Memorial Permit, as set out in Schedule "F" of this bylaw, and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled on a new niche door at the expense of the Interment Right Holder or their successors. The expense of a new niche door will be determined at time of requirement due to price fluctuations and the District will charge actual costs and freight to receive a new niche door.

9. GENERAL PROVISIONS AND REGULATIONS

- 9.1 Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker, and in addition, shall be guilty of an infraction of this Bylaw.
- 9.2 No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys under the command of the officer in charge, and only during the conduct of the burial service.
- 9.3 Each Cemetery shall be open to the public at eight o'clock (8:00 am) every morning and closed to the public at eight o'clock (8:00 pm) every evening, or at dusk, whichever occurs first.
- 9.4 Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.
- 9.5 No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
- 9.6 No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner.
- 9.7 Only one (1) flower container shall be allowed and set in each Lot, except those vases that are part of an approved Memorial.
- 9.8 Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in a Cemetery but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery. Plant material and grave adornments associated with seasonal events or celebrations will be removed 30 days after the event by the Caretaker. Any items placed on Lots in a Cemetery that obstruct the Caretaker from completing regular maintenance may be removed by the Caretaker and disposed of.
- 9.9 No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
- 9.10 No ground Lot shall be defined by a fence, failing, coping, hedge or by any other marking except as permitted in the Memorial provisions of this Bylaw.
- 9.11 No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
- 9.12 No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery

improvements.

9.13 No person shall deposit any rubbish or offensive material within a Cemetery.

9.14 No person shall play any game or sport within a Cemetery.

10. CEMETERY CARE FUND

10.1 A Cemetery Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Cemetery Care Fund will be held and invested as trust funds by the District and in accordance with the requirements of the CIFSA.

10.2 The Cemetery Care Fund will be maintained with the District's bankers in an account to be designated as the "Cemetery Care Fund". The Administrator and Deputy Treasurer will be responsible for all deposits to such account and for ensuring that:

- (a) the account at all times complies with the provisions of the CIFSA;
- (b) any investment of any monies in the Cemetery Care Fund is permitted under the CIFSA, the Local Government Act, the Community Charter and this Bylaw; and
- (c) any interest earned on the investments of the Cemetery Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned or may be retained in the Cemetery Care Fund to increase the principal sum.

10.3 The Administrator may, on behalf of the District, accept voluntary payments to the Cemetery Care Fund from any person or organization.

10.4 The principal sum of the Cemetery Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.

11. PENALTY FOR INFRACTIONS

11.1 Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform an duty or obligation imposed by this bylaw, shall be liable on summary conviction to a penalty of not less than \$50 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

12. COMMENCEMENT AND TRANSITIONAL PROVISIONS

12.1 This Bylaw will come into force upon adoption by the affirmative vote of a majority of Council present at the meeting at which the vote is taken.

13. REPEAL OF PRIOR BYLAWS

13.1 The District of Hudson's Hope Cemetery Bylaw No. 755, 2009 as amended, is repealed.

Read for a First Time on the day of , 2020
Read for a Second Time on the day of , 2020
Read for a Third Time on the day of , 2020

Adopted on the day of , 2020.

Mayor

Corporate Officer

Certified a true copy of Bylaw No. 907, 2019 this
____ day of _____ 2020.

Corporate Officer

SCHEDULE "A" – MEMORIALS

1. The finished dimensions of acceptable ground interment memorials shall not exceed the following:

	Maximum Dimension	Minimum Dimension
Adult Interment	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")
Child Interment	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")
Cremation	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")

All of the ground interment memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All ground memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator and will be installed on the lot so that the top surface is set level and flush with the surface of the ground. Deliver the memorial to the District Workshop for installation by mail at PO Box 330, Hudson's Hope, BC V0C 1V0 or hand deliver to 11605 Ross Street, Hudson's Hope, BC.

2. Finished Memorials shall not include upright candleholders, vases, lanterns or surface mounted emblems that protrude more than 0.5" (1.2 cm) above the surface of Memorial or concrete base.
3. Four (4) additional single cremation Memorials, or two (2) double cremation Memorials may be installed, in accordance with the approved plan of the Cemetery, on any given ground burial Lot where each of four Cremated Remains are interred over an existing casket Interment, or in place of a casket Interment. A single or companion Memorial must be placed on any given Lot prior to any cremation Memorial on a full-size Lot. All memorials must fit within the plot dimensions of 9' x 12'.
4. If the finished dimensions are 50 cm x 75 cm (20" x 30") or smaller a concrete base will need to be installed. A Memorial will not be removed from a concrete base once installed.
5. The finished dimensions of acceptable Columbarium memorial shall not exceed 23 cm x 23 cm (9" x 9").
6. Bronze plaques for Columbarium Memorials shall be installed by the District.
7. The plaques must be constructed of a bronze material with a flat back as they will be installed with an adhesive.
8. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be able to be capable of being removed without removing the entire plaque.

SCHEDULE "B" – RIGHT OF INTERMENT**RIGHT OF INTERMENT**

Right Transfer No.: _____

Contract agreement and order made _____ between the Cemetery owned and operated by the District of Hudson's Hope, and the Rights Holder:

Rights Holder: _____

Address: _____

City/Province: _____ Postal Code: _____

Phone: _____ Email: _____

Cemetery: _____

Address: _____

Lot Location: _____

Fees paid include:

Lot

Care Fund

GST

TOTAL

**Perpetual Care and Cemetery Care Fund are one and the same*

It is understood that the Administrator may allow for the Right of Interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kins, as defined in the Cremation, Interment and Funeral Services Act (CIFSA) and all applicable fees paid. Only one (1) in-ground casket burial is allowed per Lot. No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot, as per Cemetery Management Bylaw No. 907.

It is also understood that the payment above is for the Right of Interment only and does not include fees for preparation and placement of remains, cemetery products, or other charges, and is subject in every way to Cemetery Management Bylaw No. 907 and Fee and Charges Bylaw.

It is further understood and agreed that the terms and conditions on the reverse side hereof, are made part of this agreement, as per Sections 7-12 of Cemetery Management Bylaw No. 907, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of purchase or as they may be amended from time to time hereafter.

Copy of Cemetery Management Bylaw No. 907 is available upon request. Right Of Interment Contract is not deemed final until signed by both parties and payment of fees are received. Payment is due upon signing of contract.

Rights Holder Signature_____
District of Hudson's Hope Authorized Signature

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

SCHEDULE "C" – INTERMENT AUTHORIZATION**INTERMENT AUTHORIZATION**

Date: _____

DECEASED INFORMATION

Name: _____ Age: _____
 Address: _____ Sex: _____
 Date of Birth: _____ Place of Birth: _____
 Date of Death: _____ Place of Death: _____

NEXT OF KIN

Name: _____ Relationship to Deceased: _____
 Address: _____ City/Prov: _____
 Postal Code: _____ Phone: _____ Email: _____

INTERMENT TYPE**Burial ****

****Original Burial Permit**
must accompany this form

☐ **Cremation ***

***Original Certificate of Cremation**
must accompany this form

Type of Urn: _____

Cremation No.: _____

Crematorium: _____

CEMETERY

Lot Location: _____ Block: _____
 Interment Date: _____ Time: _____
 Funeral/Memorial Service Date: _____ Time: _____
 Funeral Home: _____ Telephone: _____

(Int.) We wish to witness the casket lowering. We agree to follow all instructions issued by the interment supervisor while this service is performed.

ADDITIONAL RIGHT OF INTERMENT REQUEST

☐ Adjacent Reserve requested for: _____ ☐ Spouse to be interred in same location

At time of death the District (if requested) will place a hold on an interment space for 30 days. The family will need to contact the District directly to finalize reserve location and secure payment for either option.

AUTHORIZATION

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and that the use, memorialization and visitation of a lot in the District of Hudson's Hope Garden of Peace Cemetery or the Pioneer Cemetery is subject in every way to the Cemetery Management Bylaw No. 907, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of interment or as may be amended time-to-time thereafter.

Under "Order of Priority" provisions of the Cremation, Interment and Funeral Services Act of BC (see reserve) I certify that I am the legally authorized representative of the above-named deceased. Further I certify that I have the full legal right to authorize use of the above identified lot, do hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for costs associated with this authorization. I agreed to indemnify and hold harmless The District of Hudson's Hope, its officer and employee, from liability, costs, expenses or claims resulting from this authorization.

Signature of Authorized Person Printed Name Relationship to Deceased

Address: _____ City/Prov: _____

Postal Code: _____ Phone: _____ Email: _____

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);

Control of disposition – Section 5

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
 - (a) the personal representative named in the will of the deceased;
 - (b) the spouse of the deceased;
 - (c) an adult child of the deceased;
 - (d) an adult grandchild of the deceased;
 - (e) if the deceased was a minor, a person who was a ~~legal guardian of the person of the deceased at the date of death~~ guardian who had care and control of the deceased at the date of death;
 - (f) a parent of the deceased;
 - (g) an adult sibling of the deceased;
 - (h) an adult nephew or niece of the deceased;
 - (i) an adult next of kin of the deceased, determined on the basis provided by section 23 (5) of the Wills, Estates and Succession Act ~~6-89 and 90 of the Estate Administration Act;~~
 - (j) the minister under the Employment Assistance Act, or if the Public Guardian and Trustee is administering the estate of the deceased under the Wills, Estates and Succession Act, the Public Guardian and Trustee; ~~the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator~~
 - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
 - (a) Is determined in accordance with an agreement between or among them, or
 - (b) In the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.
- (4) A person claiming that he or she should be given the sole right to control the disposition of the human remains may apply to the Supreme Court for an order regarding that right.

Written Authorization – Section 8

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless
 - (a) the operator is authorized to do so under the Vital Statistics Act, and
 - (b) the operator
 - (i) is ordered to do so by a medical health officer under the Public Health Act ~~Health Act~~, or
 - (ii) has received the authorization from the person who, under section 5 [control of disposition of human remains or cremated remains], has the right to control the disposition of the human remains ~~right to control the disposition of the human remains~~.

Protection from Liability – Section 9

If

- (a) there is an error or omission in an authorization provided under section 8 [requirement for authorization before funeral services or disposition] to an operator or a funeral provider, or
- (b) the person who signed an authorization provided under section 8 [requirement for authorization before funeral services or disposition] did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

Definition of Spouse

"spouse" means a person who

- (a) is married to another person,
~~is united to another person by a marriage that, although not a legal marriage, is valid at common law, or~~
- (b) has lived and cohabited with another person in a marriage-like relationship, ~~including a marriage-like relationship between persons of the same gender,~~ for a period of at least 2 years immediately before the other person's death;

Cemetery Management Bylaw No. 907

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws of the District of Hudson's Hope as may be currently in effect or from time-to- time amended.

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the District operated cemeteries and is subject to Privacy Legislation.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the District Cemeteries.

SCHEDULE "D" – AUTHORIZED APPROVAL**AUTHORIZED APPROVAL**

Cemetery: _____
 Location: _____
 Lot : _____ Section: _____
 Grave of: _____

I (we), as duly authorized in accordance with the *Cremation Interment and Funeral Services Act, Part 3, Section 5*, in relation to the original occupant of this grave, hereby give the District of Hudson's Hope permission to

The undersigned represent to the District of Hudson's Hope that they have notified the immediate next-of-kin of the original person(s) interred in the above lot and that the immediate next-of-kin agreed to the aforesaid.

The undersigned further agreed to indemnify and save harmless the District of Hudson's Hope, its officers and employees, from liability, costs, expenses or claims resulting from this authorization.

_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>
_____ <i>Signature of Authorized Person</i>	_____ <i>Printed Name/Relationship to Deceased</i>	_____ <i>Date</i>

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

SCHEDULE "E" – RIGHT OF INTERMENT TRANSFER OR SURRENDER**RIGHT OF INTERMENT TRANSFER OR SURRENDER**

Cemetery: _____

Location: _____

Lot : _____ Section: _____

☐ Transfer:

I hereby request that the Right of Interment for the above mentioned lot, as registered under Contract No. _____ be transferred from my name to that of _____, address being _____ Telephone number _____

☐ Surrender:

I hereby surrender to the District of Hudson's Hope the Right of Interment for the above mentioned lot, as registered under Contract No. _____.

Original price paid for Right of Interment (less the Maintenance Care Fund contribution)	*	_____
Plus GST paid on	*	_____
Less Administration Fee		_____
Less GST on Administration Fee		_____
REFUND TOTAL		_____

Right of Interment Holder Signature_____
Printed Name

Address: _____

Telephone: _____ Date: _____

SCHEDULE "F" – MEMORIAL PERMIT**MEMORIAL PERMIT***To be submitted along with payment.*Request Date: _____ ☐ New ☐ Remove & Replace

In Memory of: _____

Lot Location: _____

In Ground Memorial:Marker Size: ☐ Adult ☐ Child ☐ Cremation

Permit Fee: \$ _____

Columbarium Memorial:Marker Plaque: ☐ Initial Installation ☐ Second Name Installation

Permit Fee: \$ _____

Inscription (Name and Dates): _____

Comments: _____

According to the *Cemetery, Interment and Funeral Services Act*, a percentage of the memorial permit fee will be contributed to the Cemetery Maintenance Care Fund.

This permit to be used in accordance with and subject to the Cemetery Management Bylaw No. 907 and Fees and Charges Bylaw that may be in effect at the time of purchase or, as they may be amended from time to time thereafter.

Memorials shall only be placed, installed or removed by the Caretaker or other person duly authorized by the District of Hudson's Hope.

FOR OFFICE USE ONLY

District of Hudson's Hope Approval: _____ Date: _____

District of Hudson's Hope Comments: _____

Installation Date: _____ Permit Number: _____

Right of Interment Holder Signature_____
Printed Name

Dated: _____

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

**DISTRICT OF HUDSON'S HOPE
Bylaw No. 907, 2020**

Cemetery Management

A bylaw to provide for the regulations, operations and maintenance of
Cemeteries owned by the District of Hudson's Hope.

WHEREAS every operator of a cemetery must adopt Bylaws for the Interment or other disposition of the deceased; respecting the organization, operation and management of the cemetery, including setting fees (reflected in the Fees and Charges Bylaw No. 904, 2019); the size, class and kind of Memorials and materials used for Memorials; and the rights, privileges and responsibilities of the operator, Interment Right Holders, and their relatives, other users, suppliers, Funeral Providers, Memorial dealers and the general public;

AND WHEREAS the Council of the District of Hudson's Hope has delegated to the District Administrator certain specific administrative powers of the Council relating to the operation and management of Cemeteries owned by the District of Hudson's Hope;

NOW THEREFORE, under its statutory power, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the District of Hudson's Hope enacts the following provisions:

TITLE

This Bylaw may be cited for all purposes as the "Cemetery Management Bylaw No. 907, 2020".

DEFINITIONS

In this Bylaw terms defined in the *Cremation, Interment, and Funeral Services Act* and this bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

ADMINISTRATION FEE

Means fees levied to cover additional administrative costs associated with the transfer or surrender of a Right of Interment.

ADMINISTRATIVE AUTHORITY

Means the Business Practices and Consumer Protection Authority established under the *Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.2*.

ADMINISTRATOR

Means the District Administrator and includes any employee authorized by the Administrator to act on his or her behalf.

ADULT

Means a person thirteen (13) years of age and older.

APPLICANT

Means an individual who has made petition to the District for a Right of Interment.

BURIAL VAULT

Means a protective, sealable outer receptacle, into which a casket or Urn is placed, designed to restrict the entrance of gravesite elements into the casket or Urn.

CARETAKER

Means the person duly authorized by the Administrator to perform Interments and to care for and maintain the Cemeteries.

CEMETERY

Means "Garden of Peace Cemetery" and "Pioneer Cemetery", being the civic lands set apart and used as places of Interment and memorialization, together with any incidental or ancillary buildings.

CEMETERY CARE FUND

Means an irrevocable trust fund established, held and administered in accordance with CIFSA for the purpose of financing the future maintenance and care of a Cemetery once all Lots are occupied or reserved.

CHILD

Means a person of the age of twelve (12) years of age or younger.

CIFSA

Means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made thereunder.

COLUMBARIUM

Means a structure or building or an area in a structure or building, that contains, as an integral part of the structure or building or as freestanding sections, Niches for the Inurnment of Cremated Remains.

CO-MINGLED

Means the intentional mixing of the Cremated Remains of more than one deceased person.

CONTROL OF DISPOSITION

Means the person or agency as defined in Section 5 of the CIFSA who has the authority to control the disposition of the Human Remains or Cremated Remains.

COUNCIL

Means the Council of the District of Hudson's Hope.

CREMATION LINER

Means a receptacle made of durable material placed in a ground lot to encase an urn, or urns, holding cremated remains. A Cremation Liner has a lid and is placed during the Interment process.

CREMATED REMAINS

Means the human bone fragments that remain after cremation that may also include the residue or any other material cremated with the Human Remains.

DIRECTOR

Means a director under the *Business Practices and Consumer Protection Act*;

DISINTERMENT

Means the removal of Human Remains along with the casket or container, or any remaining portion of the casket or container holding the Human Remains, from the Lot in which the Human Remains had been interred.

DISTRICT

Means the District of Hudson's Hope.

EXHUMATION

Means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

FAMILY MEMBER

Means a parent, step-parent, grandparent or step-grandparent, sibling (natural, adopted or step), spouse, child (natural, adopted or step), grandchild (natural, adopted or step).

FEES

Means the schedule of fees as prescribed in the Fees and Charges Bylaw.

FUNERAL PROVIDER

Means an individual licensed to arrange, conduct or direct funerals or the transfer or disposition of Human Remains, or to arrange burials.

GRAVE LINER

Means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A Grave Liner may, or may not, have a bottom and is placed during the burial process.

HANDLING FEE

Means the fee paid for handling of cemetery products not purchased from the District.

HOLIDAY

Means any of the following days, namely New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday.

HUMAN REMAINS

Means a dead human body in any stage of decomposition but does not include Cremated Remains.

INTERMENT

Means the disposition by:

1. burial of Human Remains or human Cremated Remains in a Lot; or
2. Inurnment of Cremated Remains in a Columbarium.

INTERMENT RIGHT HOLDER

Means a person who holds a Right of Interment.

INTERMENT AUTHORIZATION

Means a document completed at time of need that may include statistical, executor and next of kin information that authorizes Interment of the deceased by the person with Control of Disposition.

INURNMENT

Means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.

LOT

Means a discrete space used, or intended to be used in a Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment and includes a grave, or a niche.

MEDICAL HEALTH OFFICER

Means the person duly appointed for the area of the health region in which the Cemetery is located to act as Medical Health Officer.

MEMORIAL

Means:

- (a) a tombstone, plaque or other marker on a grave; or
- (b) an plaque on a crypt or niche front, used to identify a lot or memorialize a deceased person or stillborn child.

NICHE

Means a space, usually within a Columbarium, designed for the Inurnment of Cremated Remains.

RIGHT OF INTERMENT

Means a certificate that provides for the future right to inter Human Remains or Cremated Remains in a designated Lot.

SPOUSE

As defined in CIFSA, means a person who is:

- (a) married to another person; or
- (b) has lived with another person in a marriage-like relationship for a period of at least 2 years immediately before the other person's death.

URN

Means any receptacle, temporary or permanent, used for the encasement of Cremated Remains.

1. APPLICATION OF BYLAW

- 1.1 Subject to any contrary provision in the CIFSA, this Bylaw applies to all Cemeteries operated by the District and to all additional real and personal property, within the District of Hudson's Hope, which may hereafter be acquired and held by the District for use as a District Cemetery, and shall be observed for Interment of the human deceased, and for their management, operation and preservation and the terms, conditions and fees set out shall apply to every Right of Interment within the Cemeteries. The administration of the Cemeteries shall be carried out in conformity with the Administrative Authority and CIFSA.

- 1.2 The following described real properties are set aside, held, laid out, developed, improved, used and maintained, as District owned Cemeteries and dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purposed:

Pioneer Cemetery

PID: 009-610-472, Lot 1 Plan 21088 of Part of the South-East ¼ , Section 24, Township 81, Range 26, West of the Sixth Meridian, Peace River Land District

Garden of Peace Cemetery

PID: 011-749-679, Lot 1 Plan 16795, South East ¼, Section 30, Township 81, Range 25, West of the 6th Meridian, Peace River Land District

- 1.3 Council shall have power to determine from time to time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemeteries, subject to compliance with the requirements of CIFSA.

2. ADMINISTRATION OF BYLAW

The Administrator is responsible for the general administration of the Bylaw and will:

- (a) maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority the CIFSA; and
- (b) issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw.

3. RIGHT OF INTERMENT

- 3.1 The District may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate, as set out in Schedule "B" of this bylaw.
- 3.2 The issuance of a Right of Interment does not entitle the holder to require the District to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provisions of the Bylaw, including, without limitation, the payment of all Fees related to the Interment.
- 3.3 A Right of Interment for any unused Lots may be transferred to a Family Member at the discretion of the Administrator. The Interment Right Holder or executor must supply this request in writing, complete a Right of Interment Transfer, as set out in Schedule "E" of this bylaw, and the original Interment Right must be surrendered to the District. Fees, payable to the District, associated with an Interment right transfer may include:
 - (a) an Administration Fee; and
 - (b) the difference between Fees paid originally and current Fees if there have been changes in fee rates.

- 3.4 An Interment Right Holder shall either reserve the right to use that Lot for themselves or authorize another person to be interred in the Lot to which the Interment Right refers. An Interment Right Holder may only designate one Lot for their own use. The Interment Right Holder will pay the applicable fees to reserve the lot. The fees for preparation and placement of remains, cemetery products, or other charges will be due at time of Interment and may not be prepaid.
- 3.5 A Right of Interment may be surrendered to the District at the discretion of the Administrator by completing a Right of Interment Surrender, as set out in Schedule "E" of this bylaw. A refund, equal to the purchase price less the Cemetery Care Fund contribution, will be issued to the Interment Right Holder provided:
- (a) there are no Interments in the designated Lot;
 - (b) the Interment Right Holder or his executor provides written notice to the District for intent to surrender the right;
 - (c) the original licence or Right of Interment is surrendered;
 - (d) an Administration Fee is paid; and
 - (e) any Fees associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
- 3.6 Upon approval of the Administrative Authority a Right of Interment may be reclaimed by the District if all of the following criteria has been met:
- (a) the Interment Right Holder would be at least 90 years of age;
 - (b) a minimum period of 50 years has elapsed from the date of purchase;
 - (c) a minimum 90 days has passed since notice of intent to reclaim has been sent to the Interment Right Holder; and
 - (d) the District has made diligent attempts to contact the Interment Right Holder.

4. INTERMENTS

- 4.1 An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization, as set out in Schedule "C" of this bylaw and paid all applicable Fees.
- 4.2 Only Human Remains, or Cremated Remains of a human body, shall be interred and memorialized in the Cemeteries.
- 4.3 Interments:
- (a) shall only be performed within the Cemetery by the Caretaker;
 - (b) shall only be conducted in predefined Lots approved by the Administrative Authority; and
 - (c) shall be conducted with all reasonable care and attention.
- 4.4 The District and its Caretaker are not responsible for damage to any casket, Urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the District and its Caretaker.
- 4.5 Application for an Interment Authorization shall be made at least forty-eight (48) hours before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this Bylaw.

- 4.6 The Interment of Cremated Remains is to be completed within 30 days of all Fees being paid.
- 4.7 The bodies of persons who have died having any infectious disease, as defined in the Public Health Act S.B.C. 2008, c. 28, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.
- 4.8 The following apply to all in-ground Interments:
- (a) A Grave Liner or Burial Vault is required for each in-ground burial Interment.
 - (b) The Administrator may allow for the interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA and an Authorized Approval is completed, as set out in Schedule "D" of this bylaw.
 - (c) The Administrator may allow only one (1) in-ground casket burial per lot. No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot. Cremated Remains placed on a full-size burial Lot are not Co-mingled.
 - (d) Each cremation Niche may hold up to two (2) Cremated Remains. The urns to be placed in a niche must conform to the niche dimensions of 30 cm (12") wide, 30 cm (12") high, and 30 cm (12") deep and the size of the first urn must allow enough space for a second urn, if two Cremated Remains are to be interred in the niche.
 - (e) The Administrator must supply permission for the purchase of any Grave Liner, or Burial Vault from a source other than the District, with permission based on the item's size, design, material and construction. The installation of Grave Liners or Burial Vaults from a source other than the District may be subject to a handling Fees and must be paid in full prior to installation. The Administrator may request that Grave Liners or Burial Vaults be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.
 - (f) Any charges incurred by the Cemetery above and beyond the standard scope of services in the handling of Grave Liners or Burial Vaults not supplied by the District will be charged to the Applicant and paid prior to Interment.
- 4.9 Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator.

4.10 Interments shall be performed within the following hours, or at other times approved by the Administrator:

- (a) In-ground casket burial – 9:00 a.m. to 3:30 pm, Monday to Friday.
- (b) Interment of Cremated Remains – 9:00 a.m. to 3:30 pm, Monday to Friday.
- (c) The Administrator may schedule Saturday, Sunday or Statutory Holidays Interments subject to payment of additional Fees and availability of the Caretaker.
- (d) The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

4.11 The Administrator may allow interments of Cremated Remains at the Pioneer Cemetery provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA and an Authorized Approval is completed, as set out in Schedule "D" of this bylaw. No in ground casket burials will be permitted at the Pioneer Cemetery.

4.12 Families may request permission to witness the Interment process at the Cemetery subject to the following criteria:

- (a) A request to witness the Interment must be communicated to the Administrator when confirming Interment date and time;
- (b) The District will not be held liable for any injury to members of the public that are attending or witnessing an Interment process; and
- (c) All proceedings at the Interment site shall be under the sole direction of the Caretaker.

4.13 No grave shall be dug, opened or disturbed by any person other than a Caretaker authorized by the District of Hudson's Hope.

5. EXHUMATIONS AND DISINTERMENTS

5.1 Pursuant to Section 16 of the CIFSA a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:

- (a) The Administrator receives a written request to do so from the person who under section 5 [*control of disposition of human remains and cremated remains*], has the right to control the disposition of the remains;
- (b) A Director approves the exhumation or disinterment;
- (c) If the human remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health, the Administrator gives written notice to and receives permission from a medical health officer for the area of the health region in which the cemetery is located; and
- (d) Payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.

5.2 The District shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage to any casket, Urn or other container sustained during Exhumation or Disinterment.

- 5.3 The District's responsibility with respect to Exhumation or Disinterment is limited to:
- (a) excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains; and
 - (b) closure of the Lot.
- 5.4 In accordance with Section 18 of the CIFSA, a Funeral Provider employed at the expense of the Interment Right Holder or their successors is required for the handling of any Human Remains in the existing Lot or any transfer of the remains to the new Lot or location.

6. MEMORIALS

- 6.1 Memorials will only be installed, removed or modified in the Cemetery when:
- (a) an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
 - (b) the applicable contribution is paid to the Cemetery Care Fund as required in the CIFSA; and
 - (c) all outstanding Fees relating to the Lot, Interment and Memorial installation have been paid in full.
- 6.2 All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator. All Memorials shall conform to the specifications set out in Schedule "A".
- 6.3 A Memorial Permit, as set out in Schedule "F" of this bylaw, shall be issued by the Administrator to authorize installation of all Memorials.
- 6.4 Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to the District and timelines may vary depending on scheduling issues, weather conditions and ground conditions. Only persons authorized by the District of Hudson's Hope shall install memorials at the Cemetery.
- 6.5 The District shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.
- 6.6 The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the District, all Memorials upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. Interment Right Holders may request that the District make repairs. All costs associated with the repairs will be borne by the Interment Right Holder.

7. Ground Interment Memorials

- 7.1 Ground Interment Memorials, including those for creation Lots, shall be installed flush with the ground and shall be constructed of granite or bronze or other material

of a permanent nature as approved by the Administrator. The option of attaching a ceramic cameo to any, and all, ground granite or bronze memorials; by official family members, without charge; in accordance with Schedule "A" Section 2, is permitted.

- 7.2 The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.
- 7.3 The finished dimensions of a Memorial shall be in accordance with the attached Schedule "A". If the finished dimensions are 50 cm x 75 cm (20" x 30") or smaller a concrete base will need to be installed. A Memorial will not be removed from a concrete base once installed.

8. Columbarium Memorials

- 8.1 Columbarium Memorials apply to any bronze plaque for use on a Columbarium niche door but does not include Memorials for in-ground cremation Interments.
- 8.2 Plaques for Columbarium Memorials shall be installed by the District and must conform to the dimensions and specifications in accordance with the attached Schedule "A". The plaques may be constructed of a bronze material with a flat back as they will be installed with an adhesive. A ceramic cameo may be attached to the bronze plaque; by official family members, without charge. The plaques may also be constructed of the existing granite niche door etched, without the bronze plaque. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be removable without removing the entire plaque.
- 8.3 As plaque installation is permanent to the niche door, approval needs to be received by the District by the Interment Right Holder or their successors prior to installation. Where incorrect inscriptions, dimensions, specifications or locations are given on the Memorial Permit, as set out in Schedule "F" of this bylaw, and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled on a new niche door at the expense of the Interment Right Holder or their successors. The expense of a new niche door will be determined at time of requirement due to price fluctuations and the District will charge actual costs and freight to receive a new niche door.

9. GENERAL PROVISIONS AND REGULATIONS

- 9.1 Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker, and in addition, shall be guilty of an infraction of this Bylaw.
- 9.2 No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys under

the command of the officer in charge, and only during the conduct of the burial service.

- 9.3 Each Cemetery shall be open to the public at eight o'clock (8:00 am) every morning and closed to the public at eight o'clock (8:00 pm) every evening, or at dusk, whichever occurs first.
- 9.4 Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.
- 9.5 No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
- 9.6 No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner.
- 9.7 Only one (1) flower container shall be allowed and set in each Lot, except those vases that are part of an approved Memorial.
- 9.8 Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in a Cemetery but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery. Plant material and grave adornments associated with seasonal events or celebrations will be removed 30 days after the event by the Caretaker. Any items placed on Lots in a Cemetery that obstruct the Caretaker from completing regular maintenance may be removed by the Caretaker and disposed of.
- 9.9 No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
- 9.10 No ground Lot shall be defined by a fence, failing, coping, hedge or by any other marking except as permitted in the Memorial provisions of this Bylaw.
- 9.11 No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
- 9.12 No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.
- 9.13 No person shall deposit any rubbish or offensive material within a Cemetery.
- 9.14 No person shall play any game or sport within a Cemetery.

10. CEMETERY CARE FUND

- 10.1 A Cemetery Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Cemetery Care Fund will be held and invested as trust funds by the District and in accordance with the requirements of the CIFSA.
- 10.2 The Cemetery Care Fund will be maintained with the District's bankers in an account to be designated as the "Cemetery Care Fund". The Administrator and Deputy Treasurer will be responsible for all deposits to such account and for ensuring that:
- (a) the account at all times complies with the provisions of the CIFSA;
 - (b) any investment of any monies in the Cemetery Care Fund is permitted under the CIFSA, the Local Government Act, the Community Charter and this Bylaw; and
 - (c) any interest earned on the investments of the Cemetery Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned or may be retained in the Cemetery Care Fund to increase the principal sum.
- 10.3 The Administrator may, on behalf of the District, accept voluntary payments to the Cemetery Care Fund from any person or organization.
- 10.4 The principal sum of the Cemetery Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.

11. PENALTY FOR INFRACTIONS

- 11.1 Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform an duty or obligation imposed by this bylaw, shall be liable on summary conviction to a penalty of not less than \$50 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

12. COMMENCEMENT AND TRANSITIONAL PROVISIONS

- 12.1 This Bylaw will come into force upon adoption by the affirmative vote of a majority of Council present at the meeting at which the vote is taken.

13. REPEAL OF PRIOR BYLAWS

- 13.1 The District of Hudson's Hope Cemetery Bylaw No. 755, 2009 as amended, is repealed.

Read for a First Time on the day of , 2020
Read for a Second Time on the day of , 2020
Read for a Third Time on the day of , 2020

Adopted on the day of , 2020.

Mayor

Corporate Officer

Certified a true copy of Bylaw No. 907, 2020 this
_____ day of _____, 2020.

Corporate Officer

SCHEDULE "A" – MEMORIALS

1. The finished dimensions of acceptable ground interment memorials shall not exceed the following:

	Maximum Dimension	Minimum Dimension
Adult Interment	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")
Child Interment	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")
Cremation	91.5 cm x 61 cm (36" x 24")	30 cm x 50 cm (12" x 20")

All of the ground interment memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All ground memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator and will be installed on the lot so that the top surface is set level and flush with the surface of the ground. Deliver the memorial to the District Workshop for installation by mail at PO Box 330, Hudson's Hope, BC V0C 1V0 or hand deliver to 11605 Ross Street, Hudson's Hope, BC.

2. Finished Memorials shall not include upright candleholders, vases, lanterns or surface mounted emblems that protrude more than 0.5" (1.2 cm) above the surface of Memorial or concrete base.
3. Four (4) additional single cremation Memorials, or two (2) double cremation Memorials may be installed, in accordance with the approved plan of the Cemetery, on any given ground burial Lot where each of four Cremated Remains are interred over an existing casket Interment, or in place of a casket Interment. A single or companion Memorial must be placed on any given Lot prior to any cremation Memorial on a full-size Lot. All memorials must fit within the plot dimensions of 9' x 12'.
4. If the finished dimensions are 50 cm x 75 cm (20" x 30") or smaller a concrete base will need to be installed. A Memorial will not be removed from a concrete base once installed.
5. The finished dimensions of acceptable Columbarium memorial shall not exceed 23 cm x 23 cm (9" x 9").
6. Bronze plaques for Columbarium Memorials shall be installed by the District.
7. The plaques must be constructed of a bronze material with a flat back as they will be installed with an adhesive.
8. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be able to be capable of being removed without removing the entire plaque.

SCHEDULE "B" – RIGHT OF INTERMENT**RIGHT OF INTERMENT**

Right Transfer No.: _____

Contract agreement and order made _____ between the Cemetery owned and operated by the District of Hudson's Hope, and the Rights Holder:

Rights Holder: _____
 Address: _____
 City/Province: _____ Postal Code: _____
 Phone: _____ Email: _____
 Cemetery: _____
 Address: _____
 Lot Location: _____

Fees paid include:	Lot	_____
	Care Fund	_____
	GST	_____
	TOTAL	_____

**Perpetual Care and Cemetery Care Fund are one and the same*

It is understood that the Administrator may allow for the Right of Interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kins, as defined in the Cremation, Interment and Funeral Services Act (CIFSA) and all applicable fees paid. Only one (1) in-ground casket burial is allowed per Lot. No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot, as per Cemetery Management Bylaw No. 907.

It is also understood that the payment above is for the Right of Interment only and does not include fees for preparation and placement of remains, cemetery products, or other charges, and is subject in every way to Cemetery Management Bylaw No. 907 and Fee and Charges Bylaw.

It is further understood and agreed that the terms and conditions on the reverse side hereof, are made part of this agreement, as per Sections 7-12 of Cemetery Management Bylaw No. 907, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of purchase or as they may be amended from time to time hereafter.

Copy of Cemetery Management Bylaw No. 907 is available upon request. Right Of Interment Contract is not deemed final until signed by both parties and payment of fees are received. Payment is due upon signing of contract.

 Rights Holder Signature

 District of Hudson's Hope Authorized Signature

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

SCHEDULE "C" – INTERMENT AUTHORIZATION**INTERMENT AUTHORIZATION**

Date: _____

DECEASED INFORMATION

Name: _____ Age: _____
 Address: _____ Sex: _____
 Date of Birth: _____ Place of Birth: _____
 Date of Death: _____ Place of Death: _____

NEXT OF KIN

Name: _____ Relationship to Deceased: _____
 Address: _____ City/Prov: _____
 Postal Code: _____ Phone: _____ Email: _____

INTERMENT TYPE**Burial ****

**Original Burial Permit
 must accompany this form

☐ **Cremation ***

*Original Certificate of Cremation
 must accompany this form

Type of Urn: _____

Cremation No.: _____

Crematorium: _____

CEMETERY

Lot Location: _____ Block: _____
 Interment Date: _____ Time: _____
 Funeral/Memorial Service Date: _____ Time: _____
 Funeral Home: _____ Telephone: _____

(Int.) We wish to witness the casket lowering. We agree to follow all instructions issued by the interment supervisor while this service is performed.

ADDITIONAL RIGHT OF INTERMENT REQUEST

☐ Adjacent Reserve requested for: _____ ☐ Spouse to be interred in same location

At time of death the District (if requested) will place a hold on an interment space for 30 days. The family will need to contact the District directly to finalize reserve location and secure payment for either option.

AUTHORIZATION

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and that the use, memorialization and visitation of a lot in the District of Hudson's Hope Garden of Peace Cemetery or the Pioneer Cemetery is subject in every way to the Cemetery Management Bylaw No. 907, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of interment or as may be amended time-to-time thereafter.

Under "Order of Priority" provisions of the Cremation, Interment and Funeral Services Act of BC (see reserve) I certify that I am the legally authorized representative of the above-named deceased. Further I certify that I have the full legal right to authorize use of the above identified lot, do hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for costs associated with this authorization. I agreed to indemnify and hold harmless The District of Hudson's Hope, its officer and employee, from liability, costs, expenses or claims resulting from this authorization.

 Signature of Authorized Person Printed Name Relationship to Deceased

Address: _____ City/Prov: _____

Postal Code: _____ Phone: _____ Email: _____

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);

Control of disposition – Section 5

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
 - (a) the personal representative named in the will of the deceased;
 - (b) the spouse of the deceased;
 - (c) an adult child of the deceased;
 - (d) an adult grandchild of the deceased;
 - (e) if the deceased was a minor, a person who was a guardian who had care and control of the deceased at the date of death;
 - (f) a parent of the deceased;
 - (g) an adult sibling of the deceased;
 - (h) an adult nephew or niece of the deceased;
 - (i) an adult next of kin of the deceased, determined on the basis provided by section 23 (5) of the Wills, Estates and Succession Act;
 - (j) the minister under the Employment Assistance Act, or if the Public Guardian and Trustee is administering the estate of the deceased under the Wills, Estates and Succession Act, the Public Guardian and Trustee;
 - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
 - (a) is determined in accordance with an agreement between or among them, or
 - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.
- (4) A person claiming that he or she should be given the sole right to control the disposition of the human remains may apply to the Supreme Court for an order regarding that right.

Written Authorization – Section 8

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless
 - (a) the operator is authorized to do so under the Vital Statistics Act, and
 - (b) the operator
 - (i) is ordered to do so by a medical health officer under the Public Health Act, or
 - (ii) has received the authorization from the person who, under section 5 [control of disposition of human remains or created remains], has the right to control the disposition of the human remains.

Protection from Liability – Section 9

If

- (a) there is an error or omission in an authorization provided under section 8 [requirement for authorization before funeral services or disposition] to an operator or a funeral provider, or
- (b) the person who signed an authorization provided under section 8 [requirement for authorization before funeral services or disposition] did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

Definition of Spouse

"spouse" means a person who

- (a) is married to another person,
- (b) has lived and cohabited with another person in a marriage-like relationship for a period of at least 2 years immediately before the other person's death;

Cemetery Management Bylaw No. 907

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws of the District of Hudson's Hope as may be currently in effect or from time-to- time amended.

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the District operated cemeteries and is subject to Privacy Legislation.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the District Cemeteries.

SCHEDULE "D" – AUTHORIZED APPROVAL**AUTHORIZED APPROVAL**

Cemetery: _____

Location: _____

Lot : _____ Section: _____

Grave of: _____

I (we), as duly authorized in accordance with the *Cremation Interment and Funeral Services Act, Part 3, Section 5*, in relation to the original occupant of this grave, hereby give the District of Hudson's Hope permission to

The undersigned represent to the District of Hudson's Hope that they have notified the immediate next-of-kin of the original person(s) interred in the above lot and that the immediate next-of-kin agreed to the aforesaid.

The undersigned further agreed to indemnify and save harmless the District of Hudson's Hope, its officers and employees, from liability, costs, expenses or claims resulting from this authorization.

Signature of Authorized Person_____
Printed Name/Relationship to Deceased_____
Date_____
Signature of Authorized Person_____
Printed Name/Relationship to Deceased_____
Date_____
Signature of Authorized Person_____
Printed Name/Relationship to Deceased_____
Date_____
Signature of Authorized Person_____
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Printed Name/Relationship to Deceased_____
Date_____
Signature of Authorized Person_____
Printed Name/Relationship to Deceased_____
Date_____
Signature of Authorized Person_____
Printed Name/Relationship to Deceased_____
Date

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

SCHEDULE "E" – RIGHT OF INTERMENT TRANSFER OR SURRENDER**RIGHT OF INTERMENT TRANSFER OR SURRENDER**

Cemetery: _____

Location: _____

Lot : _____ Section: _____

☐ Transfer:

I hereby request that the Right of Interment for the above mentioned lot, as registered under Contract No. _____ be transferred from my name to that of _____, address being _____
 _____ Telephone number _____

☐ Surrender:

I hereby surrender to the District of Hudson's Hope the Right of Interment for the above mentioned lot, as registered under Contract No. _____.

Original price paid for Right of Interment (less the Maintenance Care Fund contribution)	*	_____
Plus GST paid on	*	_____
Less Administration Fee		_____
Less GST on Administration Fee		_____
REFUND TOTAL		_____

Right of Interment Holder Signature_____
Printed Name

Address: _____

Telephone: _____ Date: _____

SCHEDULE "F" – MEMORIAL PERMIT**MEMORIAL PERMIT***To be submitted along with payment.*Request Date: _____ ☐ New ☐ Remove & Replace

In Memory of: _____

Lot Location: _____

In Ground Memorial:Marker Size: ☐ Adult ☐ Child ☐ Cremation

Permit Fee: \$ _____

Columbarium Memorial:Marker Plaque: ☐ Initial Installation ☐ Second Name Installation

Permit Fee: \$ _____

Inscription (Name and Dates): _____

Comments: _____

According to the *Cemetery, Interment and Funeral Services Act*, a percentage of the memorial permit fee will be contributed to the Cemetery Maintenance Care Fund.

This permit to be used in accordance with and subject to the Cemetery Management Bylaw No. 907 and Fees and Charges Bylaw that may be in effect at the time of purchase or, as they may be amended from time to time thereafter.

Memorials shall only be placed, installed or removed by the Caretaker or other person duly authorized by the District of Hudson's Hope.

FOR OFFICE USE ONLY

District of Hudson's Hope Approval: _____ Date: _____

District of Hudson's Hope Comments: _____

Installation Date: _____ Permit Number: _____

Right of Interment Holder Signature _____

Printed Name _____

Dated: _____

Cemetery Management Bylaw No. 907, 2020 – Adopted _____, 2020

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: February 24, 2019
SUBJECT: BYLAW NO. 915, 2020 – FEES AND CHARGES

RECOMMENDATIONS:

Recommendation No. 1:

"THAT the District of Hudson's Hope Bylaw No. 915, 2020 Fees and Charges, be read a first time.

Recommendation No. 2:

"THAT the District of Hudson's Hope Bylaw No. 915, 2020 Fees and Charges, be read a second time.

Recommendation No. 3:

"THAT the District of Hudson's Hope Bylaw No. 915, 2020 Fees and Charges, be read a third time.

BACKGROUND:

The preparation of the proposed new Cemetery Management Bylaw No. 907, 2020 required certain fee changes, which in turn required an amendment to the Fees and Charges Bylaw No. 904, 2019, Schedule "E" Cemetery Services Fee. A review of the Fees and Charges Bylaw (primarily by B. Mercereau) determined that various changes were required, therefore a new bylaw is being proposed rather than an amendment.

Changes include the following:

- The Table of Contents has been updated to include all the Schedules
- Tables contained within Schedules have been reformatted to ensure consistency where needed
- Various typos corrected
- Schedule "B", Section 2.2: the fee for a curb stop amount was stated as "Two Hundred Dollars", however it was followed in brackets by "(\$250.00)". Research of previous bylaws and reports did not indicate the correct amount. The Director of Public Works suggests that the amount be Two Hundred and Fifty dollars (\$250.00).

B4

- Schedule "E": Updated Schedule "E" Cemetery Services Fee to reflect the following changes: Care Fund Contribution amounts for the Columbarium and Memorials as per the Consumer Protection BC requirements.
- Schedule "D": Added "35.00 for 10 Lessons" to Table 6.0 Swimming Lessons because otherwise it appears that the fee is \$35.00 per 0.5 hour.

Bylaw No. 904, 2019 Fees and Charges will be repealed upon adoption of Bylaw No. 915, 2020.

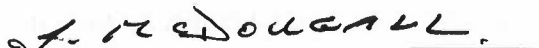
Attachments:

- *Marked-Up Version of the proposed Bylaw No. 915, 2020 Fees and Charges*
- *Proposed Bylaw No. 915, 2020 Fees and Charges*

ADMINISTRATOR'S COMMENTS:



Mokles Rahman, A/ Chief Administrative Officer


Jeanette McDougall, Corporate Officer



HUDSON'S
HOPE
PLAYGROUND OF THE PEACE



Fees and Charges Bylaw

Bylaw No. 915, 2020

WHEREAS ~~WEREAS~~ pursuant to Section 194 of the *Community Charter* Council may, by bylaw, impose fees and charges payable in respect of any service it considers necessary or desirable;

AND WHEREAS Council deems it necessary and desirable to exercise the authority provided by the *Local Government Act* to cover costs or providing various services and information;

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

1. This bylaw shall be cited as the "District of Hudson's Hope Fees and Charges Bylaw No. 915, 2020."
2. The District of Hudson's Hope hereby imposes fees and charges for the provision of services and information as specified in the Schedules attached to and forming part of this bylaw.
3. The following Bylaws is repealed: District of Hudson's Hope Fees and Charges Bylaw No. 904, 2019.
4. This Bylaw shall come into full force and effect the day this Bylaw is adopted.
5. If any part, section, sub-section, clause, or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portion of this Bylaw.

Read a first time this day of , 2020.

Read a second time this day of , 2020.

Read a third time this day of , 2020.

Adopted this day of , 2020.

Dave Heiberg
Mayor

Jeanette McDougall
Corporate Officer

TABLE OF CONTENTS

SCHEDULE A – Development Application Fees	Page 4
SCHEDULE B – Water Service Fees and Charges	Page 5
SCHEDULE C – Sewer Service Fees & Charges	Page 8
SCHEDULE D – Pool Fees & Charges	Page 10
SCHEDULE E – Cemetery Services Fees	Page 13
SCHEDULE F – Animal Control Fees	Page 15
SCHEDULE G – Arena Fees	Page 16
SCHEDULE H – Office Fees	Page 17
SCHEDULE I – Campground Fees	Page 18

SCHEDULE A

Development Application Fees

Table A-1

TYPE OF DEVELOPMENT APPLICATION	FEE
Subdivision application (strata and fee simple)	\$450 per each new lot
Amendment to the District's Official Community Plan (OCP)	\$750
Amendment to the District's Zoning Bylaw	\$750
Amendment to the District's "OCP" and Zoning Bylaw (combined)	\$1,500
Issuance of a Development Permit	\$450
Issuance of a Development Variance Permit	\$400
Appeals to the Board of Variance	\$450
Issuance of a Temporary Commercial or Industrial Use Permit	\$500

- .1 All development application fees established in the table above are:
 - a) non-refundable; and
 - b) must be paid in full to the District of Hudson's Hope at the time of application.
- .2 Any advertising costs associated with a development application identified in Table A-1 must be paid by the applicant, including, but not limited to: newspapers ads, mail-outs, signage, notices, posters, and administrative costs including printing, postage and photocopying.

SCHEDULE B

Water Service Fees & Charges

1.0 SERVICE CONNECTION FEE

- .1 The fee for installation of each water service connection by the District, as set out in the District's *Water Service Regulation Bylaw*, is the greater of:
 - a) 100% of the District's actual and reasonable costs of the installation of the Service Connection and restoration plus any applicable taxes; or
 - b) One Thousand Dollars \$1,000.
- .2 The amount set out in Section 1.0.1 of this Schedule shall be paid as follows:
 - a) Prior to installation of a Service Connection, an amount equal to an estimate by the Operation Manager of the District's actual and reasonable cost to install the Service Connection, including without limitation the District's materials, labour, equipment, overhead, administrative and restoration costs, shall be paid to the District; and
 - b) after installation of the Service Connection is complete any further amount required to cover the District's actual and reasonable costs to install the Service Connection and restore the area must be paid to the District within thirty (30) days of delivery of an invoice by the District. Any amount paid in excess of the District's actual and reasonable costs to install the Service Connection and restore the area is refundable.

2.0 FEE FOR TURNING A CURB STOP ON OR OFF

- .1 The fee per turn on or turn off a Curb Stop during regular working hours of the District and provided at least seventy-two (72) hours' notice has been provided to the District as set out in section 40 is Forty Dollars (\$40.00).
- .2 The fee to turn on and/or turn off a Curb Stop outside regular working hours of the District or on less than seventy-two (72) hours' notice to the District as set out in the District's *Water Service Regulations Bylaw* is Two Hundred and Fifty Dollars (\$250.00) if turn on and/or turn off is completed within three (3) hours. An additional call out charge of Two Hundred and Fifty Dollars (\$250.00) will be applied if the turn on and/or turn off is over three hours in duration.

3.0 ABANDONMENT FEE

- .1 The fee for abandoning a Service Connection as set out in the District's *Water Service Regulation Bylaw* shall be equal to 100% of the District's actual and reasonable costs to complete the disconnection of the Water System from the owner's Property, plus any applicable taxes. Payment of the District's estimate of the cost to complete the disconnection is required in advance of disconnection. Any amount paid in excess of the District's actual and reasonable costs to install the Service Connection and restore the area is refundable.

4.0 WATER METER TESTING FEE

- .1 The fee for a meter test as set out in the District's *Water Service Regulations Bylaw* is One Hundred Seventy Five Dollars (\$175.00).

5.0 WATER RATES

- .1 The owner of each dwelling unit as defined in the District's Zoning Bylaw, which is connected to the municipal water supply and distribution systems, shall pay an annual fee of \$250.80 per year. An owner may elect to pay the annual fee in two installments and a 4% discount will be given if the first installment is paid prior to February 15th and a 4% discount will be given if the second installment is paid prior to August 15th.
- .2 The Annual fee set out in Section 5.0.1 of this Schedule must be paid to the municipality within 30 days of the invoice being mailed.
- .3 A prorated refund of the annual fee will be allowed, providing the water supply to the dwelling unit has been turned off by the municipality at the request of the owners and the period that the water service is turned off exceeds one month.
- .4 The owner of each commercial or other non-residential premises, which is connected to the Community Sewer System must pay an annual fee of \$511.50 per year.
- .5 Notwithstanding Section 5.0.5 of this Schedule, where a water meter is installed on any premises to measure the quantity of water used on that premises, the owner of the premises shall be charged in each month 70 cents per 1,000 litres consumed, or part thereof, subject to a minimum monthly charge of \$39.00.
- .6 The owner of a premise that is metered will be invoiced monthly in accordance with the water consumed.
- .7 The rates for the token-operated water stands at the Beryl Prairie Fire Hall and on Clarke Avenue are:

- a) 50 Imperial Gallons for one 25 cent token, or
 - b) 200 Imperial Gallons for one \$1 token.
- .8 The rate for the commercial (key lock) water stand on Clarke Avenue is 1.82 cents per Imperial Gallon or \$4.00 per cubic meter.

SCHEDULE C

Sewer Service Fees & Charges

1.0 Service Connection Fee

- .1 The fee for installation of each water service connection by the District, as set out in the District's *Sewer Service Regulations Bylaw*, is the greater of:
 - a) 100% of the District's actual and reasonable costs of the installation of the Service Connection and restoration plus any applicable taxes; or
 - b) Two Thousand Dollars \$2,000.
- .2 The costs referred to in 1.0.1 include the following restoration works:
 - a) Any augering and/or restoration of concrete curbs and sidewalks, or road surfaces;
 - b) Any cutting, excavation or backfilling of frozen ground.
 - c) Any additional restoration works will be charged at 100% of actual costs of the restoration works.
- .3 Where, for the sanitary sewer service, a local service tax or latecomer charge is established under a supplementary separate bylaw or agreement, that charge shall take precedent over the aforementioned connection fee.

2.0 ABANDONMENT FEE

- .1 The fee for abandoning a Service Connection as set out in the District's *Sewer Regulations Bylaw* shall be equal to 100% of the District's actual and reasonable costs to complete the disconnection of the water system from the owner's premise, plus any applicable taxes. Payment of the District's estimate of the cost to complete the disconnection is required in advance of disconnection. Any amount paid in excess of the District's actual and reasonable costs to install the service connection and restore the area is refundable.

3.0 SEWER RATES

- .1 The owner of each dwelling unit as defined in the Zoning Bylaw, which is connected to the municipal sewage collection and disposal system, shall pay an annual fee of \$207.00 per year. A owner may elect to pay the annual fee in two installments and a 4% discount will be given if the first installment is paid prior to February 15th and a 4% discount will be given if the second installment is paid prior to August 15th.

- .2 The annual fee set out in Section 3.0.1 of this Schedule must be paid to the municipality within 30 days of the invoice being mail.
- .3 The owner of each commercial or other non-residential premises, which is connected to the Community Sewer System, must pay an annual fee of \$221.50 per year.
- .4 Notwithstanding Section 3.0.4 of this Schedule, where a water meter is installed on any premises, the owner of the premises shall be charged in each month a sum equal to 45% of the invoice for water, subject to a minimum monthly charge of \$18.00. The owner of a premise that is metered will be invoiced monthly in accordance with the water consumed. This charge is in addition to any applicable charges outlines in Schedule B of this Bylaw.
- .5 A prorated refund of the annual fee will be allowed, providing a disconnection has been requested by the owners.

SCHEDULE D

Pool Fees & Charges

1.0 Facility Rates

Base Rates	One Hour Programs *	Daily	10 Pass ***	1 Month	Season Pass
Child	\$2.50	\$3.50	\$28.00	\$28.00	\$63.70
Youth	\$3.50	\$4.50	\$36.00	\$36.00	\$81.90
Adult	\$5.00	\$6.00	\$48.00	\$48.00	\$109.20
Senior	\$3.50	\$4.50	\$36.00	\$36.00	\$81.90
Family **	\$10.00	\$12.00	\$96.00	\$96.00	\$218.40

* Patrons must leave the pool after completing a one-hour program

** Family consists of a maximum of two (2) adults and up to four (4) dependent children or youth living in the same household. Additional dependent children will be admitted at \$1.50 per additional child or youth.

*** 10 Pass does not expire; remaining punches are valid for future seasons.

10 Pass offer a 20% discount off the day rate. 1 Month pass is the cost of 8-day visits. The season pass offers a 30% savings when compared to purchasing 1 month passes over the course of the season.

3.0 POOL RENTAL BASE RATES

Base Rates	Hours	Pool Base	Staff	Sub Total	GST	PST	Total
2 Staff	1 hour	\$70.00	\$50.00	\$120.00	\$6.00		\$126.00
3 Staff	1 hour	\$70.00	\$75.00	\$145.00	\$7.25		\$152.25
4 Staff	1 hour	\$70.00	\$100.00	\$170.00	\$8.50		\$178.50
2 Staff	1.5 hours	\$100.00	\$75.00	\$175.00	\$8.75		\$183.75
3 Staff	1.5 hours	\$100.00	\$112.50	\$212.50	\$10.62		\$223.12
Extra Staff	1 hour		\$25.00	\$25.00	\$1.25		\$26.25

4.0 SCHOOL BOARD LESSONS

Base Rates	Hours	Pool Base	Staff	Sub Total	GST	PST	Total
2 Staff	1 hour	\$25.00	\$50.00	\$75.00	\$3.75		\$78.75
2 Staff	.5 hour	\$12.50	\$25.00	\$37.50	\$1.88		\$39.39
2 Staff	.75 hour	\$18.75	\$37.50	\$56.25	\$2.81		\$59.01
Additional staff	1 hour		\$25.00	\$25.00	\$1.25		\$26.25
Progress Card	1	\$2.23		\$2.23	\$0.11		\$2.50

5.0 PRIVATE LESSONS

Base Rates	Hours	Staff	Sub Total	GST	PST	Total
1 Staff	0.5 hour	\$12.50	\$12.50	\$0.63		\$13.13
1 Staff	0.75 hour	\$18.75	\$18.75	\$0.94		\$19.69
1 Staff	1 hour	\$25.00	\$25.00	\$1.25		\$26.25
Progress Card	1		\$2.23	\$0.11		\$2.50

6.0 SWIMMING LESSONS (\$35.00 for 10 lessons)

Base Rates	Hours	Sub Total	GST	PST	Total
Level Pre – 5	0.5 hour	\$33.25	\$1.75		\$35.00
Level 5 – 10	0.75 hour	\$42.75	\$2.25		\$45.00

7.0 PRIVATE LANE RENTAL

Base Rates	Hours	Pool Base	Sub Total	GST	PST	Total
1 lane Adult	1 hour	\$9.00	\$9.00	\$0.45		\$9.45
1 lane Youth	1 hour	\$6.00	\$6.00	\$0.30		\$6.30
Half Pool Lanes	1 1/2 hour	\$30.00	\$30.00	\$1.50		\$31.50

8.0 PRIVATE RENTALS

Non Profit Rentals	Less 25% Base Rate
Private Functions	100% Base Rate
Fundraising Functions	Less 40% Base Rate (Pool Only)
Special Events	Less 40% Base Rates (Pool Only)

*** Fun Leaders available for Birthday Parties at \$25.00 per hour total with GST \$26.25***

SCHEDULE E

Cemetery Services Fees

In Ground Burials				
Type	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Adult Interment	\$200.00 *	\$50.00 *	\$300.00	\$550.00
Child Interment	\$200.00 *	\$50.00 *	\$200.00	\$450.00
Cremation Interment	\$200.00 *	\$50.00 *	\$100.00	\$350.00

* Right of Interment fee and the Care Fund Contribution is only charged for the first interment in a lot, subsequent interments will not be charged these fees
(removed liner – that is cemetery bylaw not fees?)

Columbarium Interments				
Location	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Double Niche 1 st Interment (Top two (2) rows)	\$500.00	\$50.00	\$50.00	\$600.00
Double Niche 1 st Interment (Bottom two (2) rows)	\$470.00	\$47.00	\$50.00	\$567.00
Double Niche 2 nd Interment	n/a	n/a	\$50.00	\$50.00

Memorials				
	Memorial	Installation Fee	Care Fund Contribution	Total
Ground Memorial	n/a	\$145.00	\$10.00	\$155.00
Columbarium Memorial Plate	n/a	\$20.00	\$10.00	\$30.00
Columbarium Memorial Plate (Second name)	n/a	\$20.00	\$10.00	\$30.00

Miscellaneous Fees	
Grave Liners	
- Burial	\$450.00
- Cremation (Ground Burial)	\$40.00
Exhumation or Disinterment	Preparation & Placement Fee x two (2)
Interments on Saturday, Sunday or Statutory Holidays or after 3:30 pm Monday to Friday	Preparation & Placement Fee x two (2)
Administration Fee	\$10.00
Handling Fee	\$50.00

SCHEDULE F

Animal Control Fees

Annual Dog Licence Fees	
1. (1)(a) male dog – not neutered	\$30.00
(b) female dog – not spayed	\$30.00
(2)(a) male dog – neutered	\$10.00
(b) female dog – spayed	\$10.00

Transfer or Replacement of Licence	
2. (1) transfer licence to new owner	\$2.00
(2) transfer licence to new dog	\$2.00
(3) replacement of lost tag	\$2.00

Kennel Licence	
3. Kennel licence	\$200.00

Care and Sustenance	
4. (1) Daily charge for cats and dogs	\$10.00
(2) Daily charge for farm animals	\$20.00

Disposal Fees	
5. (1) A dog or cat brought to the Pound for destruction	\$125.00
(2) Pickup, destruction and disposal of a dog or cat	\$200.00
(3) Requested pickup and disposal of carcass of a dog or cat	\$125.00

SCHEDULE G

Arena Fees

Drop-in Admission	
Family Drop-in	\$10.00
Adult Drop-in (19 yrs and over)	\$6.00
Senior/Youth Drop-in (13 – 18 yrs)	\$5.00
Child Drop-in (12 and under)	\$3.00
Infant (3 years and under)	Free

10 X Pass	
Family 10x Pass	\$60.00
Adult 10x Pass (19 yrs and over)	\$30.00
Youth 10x Pass (13-18 years)	\$25.00
Child 10x Pass (12 and under)	\$15.00

Season Pass	
Family Season Pass	\$125.00
Single Season Pass	\$75.00

Arena Rental (Hourly Rate)	
Adult and Junior Hockey	\$100.00
Hudson's Hope Minor Hockey/Figure Skating	\$50.00
School/Non-Profit Groups	\$50.00

SCHEDULE H

Office Fees

Administrative Fees	
NSF Cheque	\$30.00
Property Tax Certificate	\$20.00

Bulletin Advertising	
"For Sale" rate per month	\$10.00
¼ page ad – rate per month	\$30.00
¼ page ad – 6 month prepaid rate	\$150.00
¼ page ad – 1 year prepaid rate	\$270.00
½ page ad – rate per month	\$50.00
½ page ad – 6 month prepaid rate	\$250.00
½ page ad – 1 year prepaid rate	\$450.00
Full page ad – rate per month	\$80.00
Full page ad – 6 month prepaid rate	\$400.00
Full page ad – 1 year prepaid rate	\$720.00

Photocopying	
Photocopies – all sizes (black and white)	\$.50
Photocopies – all sizes (color)	\$1.00
Zoning Bylaw	\$25.00
Official Community Plan Bylaw	\$30.00
Map – 3 x 3 District Map	\$30.00
Map – 18" x 36" Townsite Map	\$15.00
Map – 11" x 17" Lynx Creek Subdivision Map	\$10.00
Map – 11" x 17" Beryl Prairie Subdivision Map	\$10.00
Laminating per page	\$2.00
Faxing	\$2.50 initial page each addition page \$0.50

SCHEDULE I

Campground Fees

Daily Fee per unit (for first unit in site)	\$20.00
Additional unit fee (paid by each additional unit in a site already occupied)	\$15.00
Reservation Fee	\$6.00 per night up to \$18.00 maximum per booking
Service Fee when District Office staff complete reservation over phone for customer	\$5.00
Season Pass (for residents only)	\$200.00
7 Night Punch Card	\$100.00
Firewood: for each bundle size 1.25 cubic feet	\$5.00



HUDSON'S
HOPE
PLAYGROUND OF THE PEACE



Fees and Charges Bylaw

Bylaw No. 915, 2020

WHEREAS pursuant to Section 194 of the *Community Charter* Council may, by bylaw, impose fees and charges payable in respect of any service it considers necessary or desirable;

AND WHEREAS Council deems it necessary and desirable to exercise the authority provided by the *Local Government Act* to cover costs or providing various services and information;

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

1. This bylaw shall be cited as the "District of Hudson's Hope Fees and Charges Bylaw No. 915, 2020."
2. The District of Hudson's Hope hereby imposes fees and charges for the provision of services and information as specified in the Schedules attached to and forming part of this bylaw.
3. The following Bylaws is repealed: District of Hudson's Hope Fees and Charges Bylaw No. 904, 2019.
4. This Bylaw shall come into full force and effect the day this Bylaw is adopted.
5. If any part, section, sub-section, clause, or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portion of this Bylaw.

Read a first time this day of , 2020.

Read a second time this day of , 2020.

Read a third time this day of , 2020.

Adopted this day of , 2020.

Dave Heiberg
Mayor

Jeanette McDougall
Corporate Officer

TABLE OF CONTENTS

SCHEDULE A – Development Application Fees	Page 4
SCHEDULE B – Water Service Fees and Charges	Page 5
SCHEDULE C – Sewer Service Fees & Charges	Page 8
SCHEDULE D – Pool Fees & Charges	Page 10
SCHEDULE E – Cemetery Services Fees	Page 13
SCHEDULE F – Animal Control Fees	Page 15
SCHEDULE G – Arena Fees	Page 16
SCHEDULE H – Office Fees	Page 17
SCHEDULE I – Campground Fees	Page 18

SCHEDULE A

Development Application Fees

Table A-1

TYPE OF DEVELOPMENT APPLICATION	FEE
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Issuance of a Development Permit	\$450
Issuance of a Development Variance Permit	\$400
Appeals to the Board of Variance	\$450
Issuance of a Temporary Commercial or Industrial Use Permit	\$500

- .1 All development application fees established in the table above are:
 - a) non-refundable; and
 - b) must be paid in full to the District of Hudson's Hope at the time of application.
- .2 Any advertising costs associated with a development application identified in Table A-1 must be paid by the applicant, including, but not limited to: newspapers ads, mail-outs, signage, notices, posters, and administrative costs including printing, postage and photocopying.

SCHEDULE B

Water Service Fees & Charges

1.0 SERVICE CONNECTION FEE

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 - a) Prior to installation of a Service Connection, an amount equal to an estimate by the Operation Manager of the District's actual and reasonable cost to install the Service Connection, including without limitation the District's materials, labour, equipment, overhead, administrative and restoration costs, shall be paid to the District; and
 - b) after installation of the Service Connection is complete any further amount required to cover the District's actual and reasonable costs to install the Service Connection and restore the area must be paid to the District within thirty (30) days of delivery of an invoice by the District. Any amount paid in excess of the District's actual and reasonable costs to install the Service Connection and restore the area is refundable.

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3.0 ABANDONMENT FEE

- .1 The fee for abandoning a Service Connection as set out in the District's *Water Service Regulation Bylaw* shall be equal to 100% of the District's actual and reasonable costs to complete the disconnection of the Water System from the owner's Property, plus any applicable taxes. Payment of the District's estimate of the cost to complete the disconnection is required in advance of disconnection. Any amount paid in excess of the District's actual and reasonable costs to install the Service Connection and restore the area is refundable.

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- .1 The fee for a meter test as set out in the District's *Water Service Regulations Bylaw* is One Hundred Seventy Five Dollars (\$175.00).

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- .1 The owner of each dwelling unit as defined in the District's Zoning Bylaw, which is connected to the municipal water supply and distribution systems, shall pay an annual fee of \$250.80 per year. An owner may elect to pay the annual fee in two installments and a 4% discount will be given if the first installment is paid prior to February 15th and a 4% discount will be given if the second installment is paid prior to August 15th.
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- .4 The owner of each commercial or other non-residential premises, which is connected to the Community Sewer System must pay an annual fee of \$511.50 per year.
- .5 Notwithstanding Section 5.0.5 of this Schedule, where a water meter is installed on any premises to measure the quantity of water used on that premises, the owner of the premises shall be charged in each month 70 cents per 1,000 litres consumed, or part thereof, subject to a minimum monthly charge of \$39.00.
- .6 The owner of a premise that is metered will be invoiced monthly in accordance with the water consumed.
- .7 The rates for the token-operated water stands at the Beryl Prairie Fire Hall and on Clarke Avenue are:

- a) 50 Imperial Gallons for one 25 cent token, or
 - b) 200 Imperial Gallons for one \$1 token.
- .8 The rate for the commercial (key lock) water stand on Clarke Avenue is 1.82 cents per Imperial Gallon or \$4.00 per cubic meter.

SCHEDULE C

Sewer Service Fees & Charges

1.0 Service Connection Fee

- .1 The fee for installation of each water service connection by the District, as set out in the District's *Sewer Service Regulations Bylaw*, is the greater of:
 - a) 100% of the District's actual and reasonable costs of the installation of the Service Connection and restoration plus any applicable taxes; or
 - b) Two Thousand Dollars \$2,000.
- .2 The costs referred to in 1.0.1 include the following restoration works:
 - a) Any augering and/or restoration of concrete curbs and sidewalks, or road surfaces;
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- .3 Where, for the sanitary sewer service, a local service tax or latecomer charge is established under a supplementary separate bylaw or agreement, that charge shall take precedent over the aforementioned connection fee.

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- .1 The fee for abandoning a Service Connection as set out in the District's *Sewer Regulations Bylaw* shall be equal to 100% of the District's actual and reasonable costs to complete the disconnection of the water system from the owner's premise, plus any applicable taxes. Payment of the District's estimate of the cost to complete the disconnection is required in advance of disconnection. Any amount paid in excess of the District's actual and reasonable costs to install the service connection and restore the area is refundable.

3.0 SEWER RATES

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- .4 Notwithstanding Section 3.0.4 of this Schedule, where a water meter is installed on any premises, the owner of the premises shall be charged in each month a sum equal to 45% of the invoice for water, subject to a minimum monthly charge of \$18.00. The owner of a premise that is metered will be invoiced monthly in accordance with the water consumed. This charge is in addition to any applicable charges outlines in Schedule B of this Bylaw.
- .5 A prorated refund of the annual fee will be allowed, providing a disconnection has been requested by the owners.

SCHEDULE D

Pool Fees & Charges

1.0 Facility Rates

Base Rates	One Hour Programs *	Daily	10 Pass ***	1 Month	Season Pass
Child	\$2.50	\$3.50	\$28.00	\$28.00	\$63.70
Youth	\$3.50	\$4.50	\$36.00	\$36.00	\$81.90
Adult	\$5.00	\$6.00	\$48.00	\$48.00	\$109.20
Senior	\$3.50	\$4.50	\$36.00	\$36.00	\$81.90
Family **	\$10.00	\$12.00	\$96.00	\$96.00	\$218.40

* Patrons must leave the pool after completing a one-hour program

** Family consists of a maximum of two (2) adults and up to four (4) dependent children or youth living in the same household. Additional dependent children will be admitted at \$1.50 per additional child or youth.

*** 10 Pass does not expire; remaining punches are valid for future seasons.

10 Pass offer a 20% discount off the day rate. 1 Month pass is the cost of 8-day visits. The season pass offers a 30% savings when compared to purchasing 1 month passes over the course of the season.

3.0 POOL RENTAL BASE RATES

Base Rates	Hours	Pool Base	Staff	Sub Total	GST	PST	Total
2 Staff	1 hour	\$70.00	\$50.00	\$120.00	\$6.00		\$126.00
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2 Staff	1.5 hours	\$100.00	\$75.00	\$175.00	\$8.75		\$183.75
3 Staff	1.5 hours	\$100.00	\$112.50	\$212.50	\$10.62		\$223.12
Extra Staff	1 hour		\$25.00	\$25.00	\$1.25		\$26.25

4.0 SCHOOL BOARD LESSONS

Base Rates	Hours	Pool Base	Staff	Sub Total	GST	PST	Total
2 Staff	1 hour	\$25.00	\$50.00	\$75.00	\$3.75		\$78.75
2 Staff	.5 hour	\$12.50	\$25.00	\$37.50	\$1.88		\$39.39
2 Staff	.75 hour	\$18.75	\$37.50	\$56.25	\$2.81		\$59.01
Additional staff	1 hour		\$25.00	\$25.00	\$1.25		\$26.25
Progress Card	1	\$2.23		\$2.23	\$0.11		\$2.50

5.0 PRIVATE LESSONS

Base Rates	Hours	Staff	Sub Total	GST	PST	Total
1 Staff	0.5 hour	\$12.50	\$12.50	\$0.63		\$13.13
1 Staff	0.75 hour	\$18.75	\$18.75	\$0.94		\$19.69
1 Staff	1 hour	\$25.00	\$25.00	\$1.25		\$26.25
Progress Card	1		\$2.23	\$0.11		\$2.50

6.0 SWIMMING LESSONS (\$35.00 for 10 lessons)

Base Rates	Hours	Sub Total	GST	PST	Total
Level Pre – 5	0.5 hour	\$33.25	\$1.75		\$35.00
Level 5 – 10	0.75 hour	\$42.75	\$2.25		\$45.00

7.0 PRIVATE LANE RENTAL

Base Rates	Hours	Pool Base	Sub Total	GST	PST	Total
1 lane Adult	1 hour	\$9.00	\$9.00	\$0.45		\$9.45
1 lane Youth	1 hour	\$6.00	\$6.00	\$0.30		\$6.30
Half Pool Lanes	1 hour	\$30.00	\$30.00	\$1.50		\$31.50

8.0 PRIVATE RENTALS

Non Profit Rentals	Less 25% Base Rate
Private Functions	100% Base Rate
Fundraising Functions	Less 40% Base Rate (Pool Only)
Special Events	Less 40% Base Rates (Pool Only)

*** Fun Leaders available for Birthday Parties at \$25.00 per hour total with GST \$26.25***

SCHEDULE E

Cemetery Services Fees

In Ground Burials				
Type	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Adult Interment	\$200.00 *	\$50.00 *	\$300.00	\$550.00
Child Interment	\$200.00 *	\$50.00 *	\$200.00	\$450.00
Cremation Interment	\$200.00 *	\$50.00 *	\$100.00	\$350.00

* Right of Interment fee and the Care Fund Contribution is only charged for the first interment in a lot, subsequent interments will not be charged these fees
(removed liner – that is cemetery bylaw not fees?)

Columbarium Interments				
Location	Right of Interment	Care Fund Contribution	Preparation & Placement	Total
Double Niche 1 st Interment (Top two (2) rows)	\$500.00	\$50.00	\$50.00	\$600.00
Double Niche 1 st Interment (Bottom two (2) rows)	\$470.00	\$47.00	\$50.00	\$567.00
Double Niche 2 nd Interment	n/a	n/a	\$50.00	\$50.00

Memorials				
	Memorial	Installation Fee	Care Fund Contribution	Total
Ground Memorial	n/a	\$145.00	\$10.00	\$155.00
Columbarium Memorial Plate	n/a	\$20.00	\$10.00	\$30.00
Columbarium Memorial Plate (Second name)	n/a	\$20.00	\$10.00	\$30.00

Miscellaneous Fees	
Grave Liners	
- Burial	\$450.00
- Cremation (Ground Burial)	\$40.00
Exhumation or Disinterment	Preparation & Placement Fee x two (2)
Interments on Saturday, Sunday or Statutory Holidays or after 3:30 pm Monday to Friday	Preparation & Placement Fee x two (2)
Administration Fee	\$10.00
Handling Fee	\$50.00

SCHEDULE F

Animal Control Fees

Annual Dog Licence Fees	
1. (1)(a) male dog – not neutered	\$30.00
(b) female dog – not spayed	\$30.00
(2)(a) male dog – neutered	\$10.00
(b) female dog – spayed	\$10.00

Transfer or Replacement of Licence	
2. (1) transfer licence to new owner	\$2.00
(2) transfer licence to new dog	\$2.00
(3) replacement of lost tag	\$2.00

Kennel Licence	
3. Kennel licence	\$200.00

Care and Sustenance	
4. (1) Daily charge for cats and dogs	\$10.00
(2) Daily charge for farm animals	\$20.00

Disposal Fees	
5. (1) A dog or cat brought to the Pound for destruction	\$125.00
(2) Pickup, destruction and disposal of a dog or cat	\$200.00
(3) Requested pickup and disposal of carcass of a dog or cat	\$125.00

SCHEDULE G

Arena Fees

Drop-in Admission	
Family Drop-in	\$10.00
Adult Drop-in (19 yrs and over)	\$6.00
Senior/Youth Drop-in (13 – 18 yrs)	\$5.00
Child Drop-in (12 and under)	\$3.00
Infant (3 years and under)	Free

10 X Pass	
Family 10x Pass	\$60.00
Adult 10x Pass (19 yrs and over)	\$30.00
Youth 10x Pass (13-18 years)	\$25.00
Child 10x Pass (12 and under)	\$15.00

Season Pass	
Family Season Pass	\$125.00
Single Season Pass	\$75.00

Arena Rental (Hourly Rate)	
Adult and Junior Hockey	\$100.00
Hudson's Hope Minor Hockey/Figure Skating	\$50.00
School/Non-Profit Groups	\$50.00

SCHEDULE H**Office Fees**

Administrative Fees	
NSF Cheque	\$30.00
Property Tax Certificate	\$20.00

Bulletin Advertising	
"For Sale" rate per month	\$10.00
¼ page ad – rate per month	\$30.00
¼ page ad – 6 month prepaid rate	\$150.00
¼ page ad – 1 year prepaid rate	\$270.00
½ page ad – rate per month	\$50.00
½ page ad – 6 month prepaid rate	\$250.00
½ page ad – 1 year prepaid rate	\$450.00
Full page ad – rate per month	\$80.00
Full page ad – 6 month prepaid rate	\$400.00
Full page ad – 1 year prepaid rate	\$720.00

Photocopying	
Photocopies – all sizes (black and white)	\$.50
Photocopies – all sizes (color)	\$1.00
Zoning Bylaw	\$25.00
Official Community Plan Bylaw	\$30.00
Map – 3 x 3 District Map	\$30.00
Map – 18" x 36" Townsite Map	\$15.00
Map – 11" x 17" Lynx Creek Subdivision Map	\$10.00
Map – 11" x 17" Beryl Prairie Subdivision Map	\$10.00
Laminating per page	\$2.00
Faxing	\$2.50 initial page each addition page \$0.50

SCHEDULE I

Campground Fees

Daily Fee per unit (for first unit in site)	\$20.00
Additional unit fee (paid by each additional unit in a site already occupied)	\$15.00
Reservation Fee	\$6.00 per night up to \$18.00 maximum per booking
Service Fee when District Office staff complete reservation over phone for customer	\$5.00
Season Pass (for residents only)	\$200.00
7 Night Punch Card	\$100.00
Firewood: for each bundle size 1.25 cubic feet	\$5.00

Council

District of Hudson's Hope

Hudson's Hope, BC

12 February 2020

RE: Community Hall Kitchen - Freezer and Refrigerator Replacement

The Hudson's Hope Community Club (formerly The Hudson's Hope Women's Club) maintains the kitchen in the Community Hall for use by community groups who rent kitchen use as needed. The Club also uses the kitchen to prepare food when there are funerals, memorial services, and special requests.

The freezer and refrigerator in the Community Hall Kitchen need to be replaced. Since these appliances are the property of the District of Hudson's Hope, we are requesting that they be replaced by the District as soon as possible. Reasons for replacement follow.

The seals on the freezer are damaged and this prevents the freezer from working properly. It runs frequently and long, using extra electricity while not freezing efficiently. The insulation in the top cover is water-logged and no longer provides adequate insulation.

The refrigerator has been modified at some time in the past. The freezer compartment was removed to create more space for storing food, but because of this modification the interior temperatures vary widely. Foods can freeze or get too warm in both the top and bottom of the fridge - creating a health hazard.

The Club is also in need of a lockable freezer to store some foods used for funerals, memorial services, and special events.

C1

We request that the District of Hudson's Hope purchase two new freezers and refrigerator for the Community Hall kitchen.

A 9 cubic foot chest freezer for public use is needed - approximate cost \$400 at Costco.

A 3.5 cubic foot freezer is needed for The Club to use - approximate cost @200 at Costco. With the permission of the District (since it will be the District's appliance) The Club will place a lock on this freezer to prevent use by other kitchen renters.

A full-size **FREEZERLESS** refrigerator is required for public use. A minimum of 18 cubic feet is required (larger would be better). Approximate cost \$1400 at Costco. This unit needs to be freezerless to have as much refrigerator space as possible.

These items should have been replaced long ago, and new replacements are needed as soon as possible.

Thank you for considering our request,

Executive of the Hudson's Hope Community Club:

Stephanie Hues - chair

Joannie Green - vice-chair

Patti Campbell - secretary

Steven Metzger - treasurer

Generate Opportunities (GO) Fund – 2019 update

In 2019, we distributed \$151,046 to 17 non-profit organizations in the Peace Region, supporting non-profit organizations in providing services to vulnerable groups, including children, families and seniors, related to recreation, the arts, health, restorative justice and literacy.

2019	
Recipient organization:	Funding received:
BC SPCA (North Peace)	To assist low-income families and fixed-income seniors in having their cats spayed/neutered.
Community Bridge	To provide monthly Daddy and Me programs for dads, grandfathers and other male caregivers to enjoy an activity with children aged 0-6 years old.
Fort St. John & Area Senior's Care Foundation	To grow the Meals and Wheels and Better at Hope programs by providing wheelchairs, walkers, crutches and canes, and other necessary care supplies.
Fort St. John Association for Community Living	To provide residents with accessible, safe and reliable vehicle transportation to connect them with employment, services and community events.
Fort St. John Literacy Society	To build children's literacy with the Dolly Parton Imagination Library program for free to vulnerable families, and to deliver a nutritional literacy program in 2020.
Fort St. John Metis Society	To deliver trapping and traditional Michif language programming by connecting Elders with youth and adults in cultural practices and revitalize the language.
Fort St. John Public Library Association	To deliver the CLICK program: computer literacy training to vulnerable populations, seniors and youth who may not otherwise have access to computer literacy training.
Fort St. John Women's Resource Society	To fund a coordinator to maintain food and clothing donations to the store, organize client volunteers and work with varying agencies within the community to provide community outreach and support to clients.
Hudson's Hope Fall Fair Society	To support low-income families and seniors in attending the Fall Fair and dinner, and to provide a wheelchair-accessible porta potty at the event.
North Peace Family SuperPark Society	To fund family programs for children of all ages and needs, with nutrition education through gardening and physical activity.
North Peace Gymnastics Association	To provide programming for special-needs students who require extra support to access the physical and social curriculum at school.
North Peace Justice Society	To provide a volunteer facilitator training program in financial responsibility, program sustainability as well as increase the depth and quality of training.
Northeast Aboriginal Business Centre Society	To provide nutritional information and kitchen tool-kits to vulnerable families currently struggling to provide healthy meals for themselves.
Northern British Columbia Volleyball Club	To provide free access to the Northern B.C. Volleyball Club Skills Camp to all children in Fort St. John, including those outside the Club.
Peace Passage Skating Club	To fund registration fees for 20 children skaters for the 2019/2020 season.
Sources Community Resources Society	To fund an ADHD Conference to provide training and information to professionals and caregivers who live and work with those living with ADHD.
Tansi Friendship Centre Society	To supply children from vulnerable families with school-supplies-filled backpacks, and to run a lunch program to provide healthy snacks, and include the family members in making the meals, thereby increasing food-safe skills.

C2