



DISTRICT OF HUDSON'S HOPE AGENDA

Council Chambers

Monday, July 18, 2022

First Nations Acknowledgement

The District of Hudson's Hope would like to respectfully acknowledge that the land on which we gather is in traditional unceded territory of the Treaty 8 First Nations.

1. Call to Order:

2. Dedication Page:

3. Delegations:

4. Notice of New Business:

Mayor's List:

Councillors Additions:

CAO's Additions:

5. Adoption of Agenda by Consensus:

6. Declaration of Conflict of Interest:

7. Adoption of Minutes:

M1 Regular Council Minutes & Public Hearing Minutes – June 27, 2022 Page 1

8. Business Arising from the Minutes:

9. Public Hearing:

10. Staff Reports:

SR1 Development Variance Permit re Lot 22, Lucas Subdivision Page 8

SR2 Kendrick Lift Station – Engineering Services Contract Award Page 24

SR3 Lions Club – Lease Agreement re Community Hall Page 26

SR4 Council Meeting Schedule Changes Page 50

SR5 Officer Appointments Page 52

11. Committee Meeting Reports:

12. Bylaws

B1 Bylaw No. 930, 2022 - Water Services Regulation Page 54

13. Correspondence:

C1 Policy Directive 2210 – Cannabis Product Transfers Page 70

C2 C. Weder re Access to Natural Gas & 3 Phase Power Page 71

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

15. Old Business:

16. New Business:

17. Public Inquiries:

18. In-Camera Session

ICSR1 Notice to Closed Meeting Page 73

19. Adjournment



COUNCIL MEETING
District Office – Council Chambers
6:00 P.M.
June 27, 2022

Present: Mayor Dave Heiberg
Councillor Mattias Gibbs
Councillor Kelly Miller
Councillor Val Paice
Councillor Travous Quibell
Councillor Leigh Summer

Absent: None

Staff: Chief Administrative Officer, Mokles Rahman
Corporate Officer, Jeanette McDougall
Director, Public Works and Engineering, Ruhul Amin

1. CALL TO ORDER

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

RESOLUTION NO. 107/2022

M/S Councillors Paice / Summer

THAT the Council Agenda be varied to move Item No. 9 Public Hearings to the first order of business.

CARRIED

2. PUBLIC HEARING

A Public Hearing was convened at 6:02 pm for the purpose of providing the public with an opportunity to provide feedback on the proposed Zoning Amendment Bylaw No. 933, 2022 (*note: minutes of the Public Hearing are attached*).

The Regular Meeting of Council was reconvened at 6:06 pm.

3. DEDICATION PAGE

4. DELEGATIONS

D1 SCOTT FRASER, DAWSON ROAD MAINTENANCE

Note: Scott Fraser was unable to attend this Council Meeting and will reschedule.

5. NOTICE OF NEW BUSINESS

Mayor's Additions: CR1 North Peace Airport Society
CR2 Regional Community Liaison Committee
Councillor's Additions: None
CAOs Additions: None

M1

6. ADOPTION OF AGENDA BY CONSENSUS
7. DECLARATION OF CONFLICT OF INTEREST
8. ADOPTION OF MINUTES

M1 REGULAR COUNCIL MINUTES – June 13, 2022

RESOLUTION NO. 108/2022

M/S Councillors Paice / Summer

THAT the minutes of the June 13, 2022 Regular Council Meeting be adopted as amended to reflect the following wording for Resolution No. 092/2022:

“THAT Council direct Administration to ensure that proceeds from the sale of the Lucas Subdivision lots are added to the existing Land Reserve account.”

9. BUSINESS ARISING FROM THE MINUTES

10. PUBLIC HEARING

Note: this item was moved to the first order of business.

11. STAFF REPORTS

SR1 DEVELOPMENT VARIANCE PERMIT RE: LOT 22, LUCAS SUBDIVISION

RESOLUTION NO. 109/2022

M/S Councillors Paice / Quibell

THAT Council approve the issuance of a Development Variance Permit (DVP) for Tonia M. Alexander to permit vinyl siding to be used on a modular home being placed on Lot 20, Lucas Subdivision, subject to no concerns being received by property owners located within 100 meters of Lot 20, Lucas Subdivision.

CARRIED

SR2 WATER TREATMENT PLANT - DELCO

RESOLUTION NO. 110/2022

M/S Councillors Miller / Paice

THAT Council waive the District of Hudson's Hope Purchasing Policy and direct award a contract to Delco Automation for an amount not to exceed \$25,965.17 plus taxes to provide support for six (6) months to the District operators in the operations and maintenance of the Water Treatment Plant, and

THAT Delco Automation be authorized to coordinate the autopsy of two membranes at a cost of \$6,750.00 plus taxes, and

THAT the source funds are General Reserve.

CARRIED

SR3 INTERNET CAMPGROUND RESERVATION POLICY – ATV ADDITION

RESOLUTION NO. 111/2022

M/S Councillors Paice / Gibbs

THAT Council approve the revised Internet Campground Reservation Policy as presented.

CARRIED

SR4 CHIEF ADMINISTRATIVE OFFICER – MONTHLY REPORT

Received for Information.

SR5 CORPORATE OFFICER – MONTHLY REPORT

The Corporate Officer advised that the District's sign at the Peace View Pullout is in production and is expected to be installed in the near future.

SR6 DIRECTOR OF PUBLIC WORKS & ENGINEERING – MONTHLY REPORT

Received for Information.

SR7 DIRECTOR OF PROTECTIVE SERVICES – MONTHLY REPORT

Received for Information.

SR8 RECREATION OFFICER – MONTHLY REPORT

Received for Information.

SR9 SPECIAL PROJECTS – MONTHLY REPORT

Received for Information.

12. COMMITTEE MEETING REPORTS

13. BYLAWS

B1 BYLAW NO. 930, 2022 – WATER SERVICES REGULATIONS

RESOLUTION NO. 112/2022

M/S Councillors Gibbs / Paice

THAT the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a first time;

THAT the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a second time;

THAT the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a third time.

CARRIED

Councillor Miller emphasized the need to notify the Public if water usage either should be or needs to be reduced.

Councillor Paice requested that any notices pertaining to water usage be posted at the Bulletin Board located at the Beryl Prairie Fire Hall.

B2 BYLAW NO. 931, 2022 – TRAFFIC AMENDMENT

RESOLUTION NO. 113/2022

M/S Councillors Paice / Summer

THAT the Council adopt the District of Hudson's Hope Traffic Amendment Bylaw No. 931, 2022.

CARRIED

B3 BYLAW NO. 932, 2022 – PUBLIC NOTICE

RESOLUTION NO. 114/2022

M/S Councillors Summer / Quibell

THAT Council adopt the District of Hudson's Hope Public Notice Bylaw No. 932, 2022 – A Bylaw to Provide for Alternative Means of Publication.

CARRIED

B4 BYLAW NO. 933, 2022 – ZONING AMENDMENT

RESOLUTION NO. 115/2022

M/S Councillors Miller / Summer

THAT the District of Hudson's Hope Zoning Amendment Bylaw No. 933, 2022 be read a third time; and

THAT the District of Hudson's Hope Zoning Amendment Bylaw No. 933, 2022 be adopted.

CARRIED

14. CORRESPONDENCE

C1 WESTCOAST CONNECTOR GAS TRANSMISSION PROJECT

RESOLUTION NO. 116/2022

M/S Councillors Paice / Gibbs

THAT Council direct Staff to draft a letter of support for the request by the Westcoast Connector Gas Transmission Project for an extension of their Environmental Assessment Certificate.

CARRIED

C2 MINISTRY OF AGRICULTURE AND FOOD – AGRICULTURAL LAND RESERVE AMENDMENTS

Received for Information.

C3 TOWN OF GIBSONS – UBCM RESOLUTION – HOSPICE SERVICES FUNDING

Received for Information.

C4 COMMUNITY DRUG ALERT PROGRAM

Received for Information.

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

CR1 NORTH PEACE AIRPORT SOCIETY

The Mayor provided the following update: attended a NAV Canada event in Fort St. John that had the purpose of testing policies and procedures. The event included an Emergency Operations Centre setup and factored in issues such as hazardous waste and weather events.

CR2 REGIONAL COMMUNITY LIAISON COMMITTEE – SITE C

The Mayor provided an update as follows: that the road realignment between Hudson's Hope and Fort St. John is progressing and noted that, while there is a large amount of gravel, this issue was not addressed during B.C. Hydro's impact assessments.

16. OLD BUSINESS

17. NEW BUSINESS

18. PUBLIC INQUIRIES

19. IN-CAMERA SESSION

RESOLUTION NO. 117/2022

M/S Councillors Miller / Paice

THAT Council move to a Closed Meeting for the purpose of discussing the following items:

- **Community Charter Section 97 (1) (b):**

- (b) all minutes of Council meetings, other than a meeting or part of a meeting that is closed to the public

- Closed Meeting Minutes – June 13, 2022

- **Community Charter Section 90 (1) (k):**

- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of Council, could reasonably be expected to harm the interests of the municipality if they were held in Public;

- Lucas Subdivision – Offer re Lot 20

CARRIED

20. RISE AND REPORT

ICSR4 LUCAS SUBDIVISION – REAL ESTATE CONTRACT

RESOLUTION NO. IC033/22

M/S Councilors Gibbs / Paice

THAT Council approve that the District enter into an additional one year agreement (April 1, 2022 – March 31, 2023) with real estate agent Nicole Gilliss, Century 21, to market the District-owned lots in Lucas Subdivision on the same terms and conditions as for the previous agreement, excluding the marketing budget of \$7,500.

CARRIED

ICNB1 LUCAS SUBDIVISION – SALE OF LOT 22

RESOLUTION NO. IC034/22

M/S Councilors Quibell / Gibbs

THAT Council approve the sale of Lot 22, Lucas Subdivision to Steven Gregory Brooks in the amount of \$41,250.00 with a closing date of September 30, 2022.

CARRIED

ICNB2 LUCAS SUBDIVISION – SALE OF LOTS

RESOLUTION NO. IC035/22

M/S Councilors Miller / Paice

THAT Council authorize the Chief Administrative Officer to sign Purchase and Sale Agreements for the sale of lots in Lucas Subdivision, provided that pricing is current;

THAT Council authorize the Chief Administrative Officer to use discretion in negotiating conditions, unless the conditions are unusual, in which case the Chief Administrative Officer will request Council approval.

CARRIED

21. ADJOURNMENT

Mayor Heiberg declared the meeting adjourned at 7:26 pm.

DIARY

Diarized

Conventions/Conferences/Holidays

*Commercial Water Rate Increase-annual budget
Consideration*

08/04/19

ATV Campground – Naming / Memorial Plaque

2022

Certified Correct:

Dave Heiberg, Mayor

Jeanette McDougall, Corporate Officer

PUBLIC HEARING

PROPOSED ZONING AMENDMENT BYLAW NO. 933, 2022

**June 27, 2022
6:02 pm**

**District of Hudson's Hope - Council Chambers
9904 Dudley Drive
Hudson's Hope, BC**

The Mayor called the Public Hearing to order at 6:01 pm and read the Opening Statement regarding the proposed Zoning Amendment Bylaw No. 933, 2022. The intent of the proposed Zoning Amendment Bylaw No. 933, 2023 is to re-zone the following property from M2: Light Industrial (Un-serviced) to RU2: Rural Agricultural:

PID: 014-789-906, District Lot 1202, Land District 44,
except for the South 25 Meters

Council received no verbal or written submissions.

The Mayor adjourned the Public Hearing at 6:06 pm.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

FROM: Jeanette McDougall, Corporate Officer

DATE: July 18, 2022

SUBJECT: DEVELOPMENT VARIANCE PERMIT 2020-01
– LOT 20, LUCAS SUBDIVISION

RECOMMENDATION:

THAT Council give final approval for the issuance of Development Variance Permit 2022-01 to allow vinyl siding to be used on a modular home being placed on Lot 20, Lucas Subdivision.

INFORMATION:

Council passed the following resolution during the Council meeting held June 27, 2022:

“THAT Council approve the issuance of a Development Variance Permit (DVP) for Tonia M. Alexander to permit vinyl siding to be used on a modular home being placed on Lot 20, Lucas Subdivision, subject to no concerns being received by property owners located within 100 meters of Lot 20, Lucas Subdivision.”

Subsequent to this resolution being passed, Public Notice was issued as per section 498 of the *Local Government Act*; in addition, referral letters were issued to owners of properties that are within a 100 meter radius of Lot 20, Lucas Subdivision to provide an opportunity for these owners to provide feedback on the proposed Development Variance Permit. No feedback was received, with the exception of the following:

The District and BC Hydro entered into an agreement on May 31, 2018, expiring May 30, 2023, to place a covenant on all of the District-owned properties in Lucas Subdivision (17 lots) to ensure a phased development, ie to avoid flooding the market with these lots. The relevant section is as follows:

2.1 Section 21.9 No Build Covenant

The Owner covenants and agrees with BC Hydro that the Owner shall not, except with the prior written consent of BC Hydro:

- (b) *apply for any Development Permit or a Building Permit in respect of any building, structure, fence or improvement in or on the Lands.*

BC Hydro has advised that the potential to “flood the market” is no longer a concern and has agreed to enter into a short, letter agreement to cancel this covenant, ie the covenant will be removed from title on all the District-owned properties, including recently sold lots, such that the District does not have to obtain the consent from BC Hydro prior to issuing development or building permits.

SR1

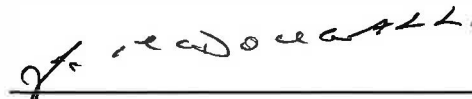
ALTERNATIVES

THAT Council not approve issuing a Development Variance Permit to allow vinyl siding to be used on a modular home on Lot 20, Lucas Subdivision.

ATTACHMENTS

- *Development Variance Permit 2020-01*
- *Notice of Development Variance Permit 2020-01*
- *Report to Council dated June 27, 2022 re Development Variance Permit 2022-01*

PREPARED BY:



Jeanette McDougall, Corporate Officer

APPROVED:

Ruhul Amin, Acting CAO



DEVELOPMENT VARIANCE PERMIT NO. 2022-01

Pursuant to section 498 (1) of the *Local Government Act*, the Council of the District of Hudson's Hope has, by resolution, issued a Development Variance Permit to:

Tonia Alexander
Box 383
Hudson's Hope, BC V0C 1V0

(the "Permittee")

1. This Development Variance Permit is issued subject to compliance with all of the Bylaws of the District of Hudson's Hope applicable thereto, except as specifically varied or supplemented by this Permit and it applies only to those lands owned by the Permittee within the District of Hudson's Hope and legally described as:

Parcel Identifier: 030-359-074

Lot 20, Plan EPP 77312, Section 13, Township 81, Range 26, Meridian Land District 44

(the "Lands")

2. The Development Variance Permit varies the regulation of the Zoning Amendment Bylaw 898, 2018 section 5 (section 11. Exterior Cladding, Zoning Bylaw 823, 2013).

From: Vinyl siding as a prohibited use on modular home.

To: Vinyl siding as a permitted use on a modular home.

3. This Permit is not a Building Permit.

Authorizing Resolution No. XXX/22 was passed by the Council on the 18th day of July, 2022.

ISSUED THIS 18th DAY OF JULY, 2022

Approving Officer,
District of Hudson's Hope

(This Permit is issued in duplicate)

**LOCAL GOVERNMENT ACT
NOTICE OF PERMIT**

TO: Registrar
Land Title Office
11 – 8th Street #500
New Westminster, BC V3M 3N7

FROM: District of Hudson's Hope
9904 Dudley Drive
PO Box 330
Hudson's Hope, BC V0C1V0

TAKE NOTICE that the land described below is subject to a permit issued by the Council of the District of Hudson's Hope.

PARTICULARS OF PERMIT

Permit Description

- (a) Type of Permit: Development Variance Permit
- (b) Statutory Authority: Section 498 of the *Local Government Act*

Legal Description of Land Affected:

Lot 20 Plan EPP77312 Section 13 Township 81 Range 26 Meridian Land District 44,
PID: 030-359-074

To permit vinyl siding to be used as a building material for a modular home.

Issue Date: July 18, 2022

Expiry Date (if any): Not Applicable
(for Temporary Commercial or Industrial Permit only)

**FURTHER PARTICULARS OF THE PERMIT MAY BE OBTAINED
FROM THE DISTRICT OF HUDSON'S HOPE**

USE THIS BOX ONLY FOR AN AMENDMENT TO A LAND USE CONTRACT BY WAY OF PERMIT UNDER s. 546 OF THE *LOCAL GOVERNMENT ACT*:

THIS NOTICE relates to the amendment of Land Use Contract No. _____, which is registered as a charge against the above described land.

PARTICULARS OF THE AMENDMENT MAY BE OBTAINED
FROM THE DISTRICT OF HUDSON'S HOPE

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit, you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: July 18, 2022

DISTRICT OF HUDSON'S HOPE

by

Approving Officer

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: June 27, 2022
SUBJECT: DEVELOPMENT VARIANCE PERMIT (DVP)
– LOT 20, LUCAS SUBDIVISION

RECOMMENDATION

THAT Council approve the issuance of a Development Variance Permit (DVP) for Tonia M. Alexander to permit vinyl siding to be used on a modular home being placed on Lot 20, Lucas Subdivision, subject to no concerns being received by property owners located within 100 meters of Lot 20, Lucas Subdivision.

INFORMATION:

T. Alexander is in the process of purchasing Lot 20, Lucas Subdivision, along with a modular home that is a display unit which includes vinyl siding, however vinyl siding is a building material that is prohibited as per the District of Hudson's Hope Zoning Amendment Bylaw No. 898, 2018, Section 5, that states the following:

"Exterior Cladding:

Acceptable materials include stained wood, acrylic stucco, metal siding (except aluminum), cementitious wood fibre siding, fibreglass, factory finished composite wood siding, brick, stone and concrete block. Vinyl, aluminum, or roofing material is prohibited."

Staff are recommending that this Development Variance Permit be issued for the following reasons:

1. The manufactured home is a display unit that is in excellent condition;
2. If a Development Variance Permit to allow vinyl siding is not issued, then the sale of Lot 20 will not proceed;
3. The Development Variance fee of \$400.00 has been paid; and
4. The sale of lots in Lucas Subdivision supports economic development in the community.

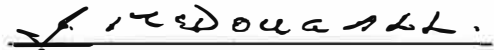
ALTERNATIVES

THAT Council not approve issuing a Development Variance Permit to Tonia M. Alexander to allow vinyl siding to be used on a modular home on Lot 20, Lucas Subdivision.

ATTACHMENTS

- Development Variance Permit Application – Lot 20, Lucas Subdivision
- District of Hudson's Hope Bylaw No. 898, 2018

PREPARED BY:


Jeanette McDougall, Corporate Officer

APPROVED:


Mokles Rahman,
Chief Administrative Officer



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

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

APPLICATION – DEVELOPMENT VARIANCE PERMIT APPLICATION

SECTION 1- APPLICANT (PLEASE PRINT)

Name: I/We hereby make application to the District of Hudson's Hope for a Development Variance Permit

Owner Name OFFER PENDING IF ACCEPTED - TONIA ALEXANDER
Please print first and last name

Owner Address BOX 333 City HUDSON'S HOPE Prov. BC Postal Code V0C1V0

Owner Contact Phone Number 250-918-5922 Email MARIE.TONIA@YAHOO.COM

Applicant Name (if different from owner) _____

Applicant Address _____ City _____ Prov. _____ Postal Code _____

Applicant Contact Phone Number _____ Email _____

PLEASE NOTE: IF APPLICANT IS NOT AN OWNER, A LETTER OF CONSENT IS REQUIRED

SECTION 2 – DESCRIPTION OF PROPERTY

AS INDICATED ON STATE OF TITLE CERTIFICATE

Civic Address 10814 ROSE AVE Parcel Identifier (PID) 030 359 074

Lot/ Parcel 20 Block _____ Plan EPE77312 Roll No. 4410120

Existing Use of Subject Property CURRENTLY VACANT
DESIGNATED AS R1B LOW DENSITY RESIDENTIAL

Existing Use of Adjacent Properties SAME AS ABOVE

Present Zoning R1B LOW DENSITY RESIDENTIAL (LUCAS SUB)

Official Community Plan (OCP) Map Designation CORE RESIDENTIAL

OCP Development Permit Area Designation(s) _____

This information is collected for the administrative and/or operational functions of the District of Hudson's Hope as authorized by the Local Government Act. This information has been collected, and will be used and maintained, in accordance with the Freedom of Information and Protection of Privacy Act. Should you have any questions above, please contact the District's CAO at 250-783-9901.



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

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

SECTION 3 - DEVELOPMENT VARIANCE(S) REQUESTED:

The Development Variance(s) requested vary the provisions of the following City Bylaws:

Bylaw, Section & Requirement	Permitted	Proposed	Difference
Example: (Zoning Bylaw - Section 6.2 - Building Height)	(10 m)	(10.2m)	(0.2m)
898, 2018 EXTERIOR CLADDING	PERMISSIBLE VINYL	PERMISSIBLE VINYL	

Detailed Description of Variance:

(Two Site Plans Attached. Site plans should illustrate legal information, setbacks, parking, access, outer perimeter of buildings and structures, topographic features, water courses, elevations, cross sections, relevant detail drawings.)

(Attach additional information to clarify)

SECTION 4- SUBMISSION REQUIREMENTS

	Provided
I have paid the Application Fee plus advertising. (Advertising costs for two ads, which is a requirement of the Local Government Act).	<input type="checkbox"/>
I have included a Certificate of Title (a title search dated no more than 30 days prior to submission of the application for proof of ownership);	<input checked="" type="checkbox"/>
I have completed all sections of this application form	<input type="checkbox"/>
Authorization of Owner written authorization from the registered property owner is required if the applicant is not the registered owner. This allows the applicant to apply on behalf of the owner	<input type="checkbox"/>
I have included two detailed <u>Site Profiles</u> and additional planning documents (if required)	<input type="checkbox"/>
Dimensioned Sketch Plan (if required)	<input type="checkbox"/>
Contour map (minimum of 1:1000 scale) (if required)	<input type="checkbox"/>
Front and Side Elevation Drawings (minimum 1:50 scale) (if required)	<input type="checkbox"/>



HUDSON'S
HOPE
PLAYGROUND OF THE PEACE

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

Other: _____	<input type="checkbox"/>
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NOTE: Prior to the issuance of a Development Variance Permit, the District may require, as a condition of issuing

I/We TONIA ALEXANDER make application to the District of Hudson's Hope for the issuance of a Development Variance Permit.

I also certify that the information contained herein is correct to the best of my knowledge and belief. I understand **this application including any plans submitted is public information**. I authorize reproduction of any plans/reports for the purposes of application processing and reporting.

JUNE 22, 2022

(Date)

[Signature]

(Applicant's Signature)

This application is made with my full knowledge and consent.

(Date)

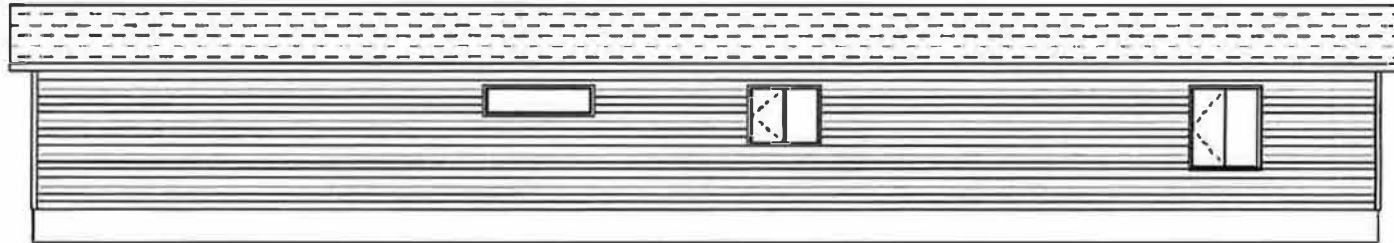
(Registered Owner's Signature)

the Permit, security to guarantee the performance of obligations under the Permit.

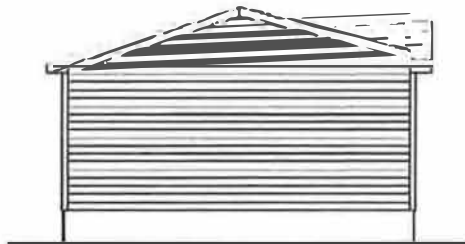
Aurora

Cust# 2201T
Serial# S60-011-220

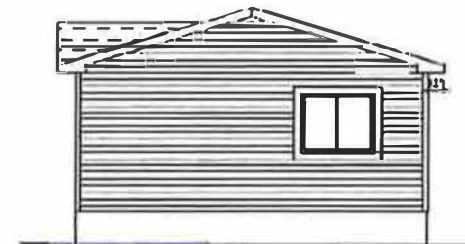
1520 Sq. Ft. | 20' X 76' | 3 Bedrooms | 2 Bathrooms



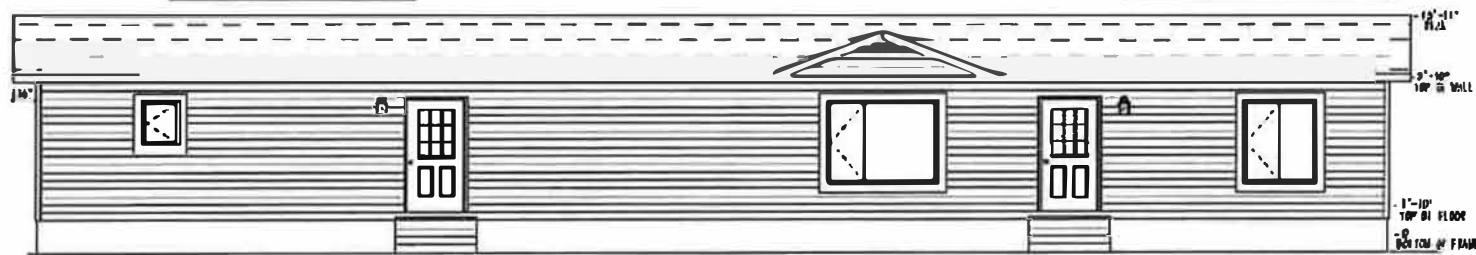
REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



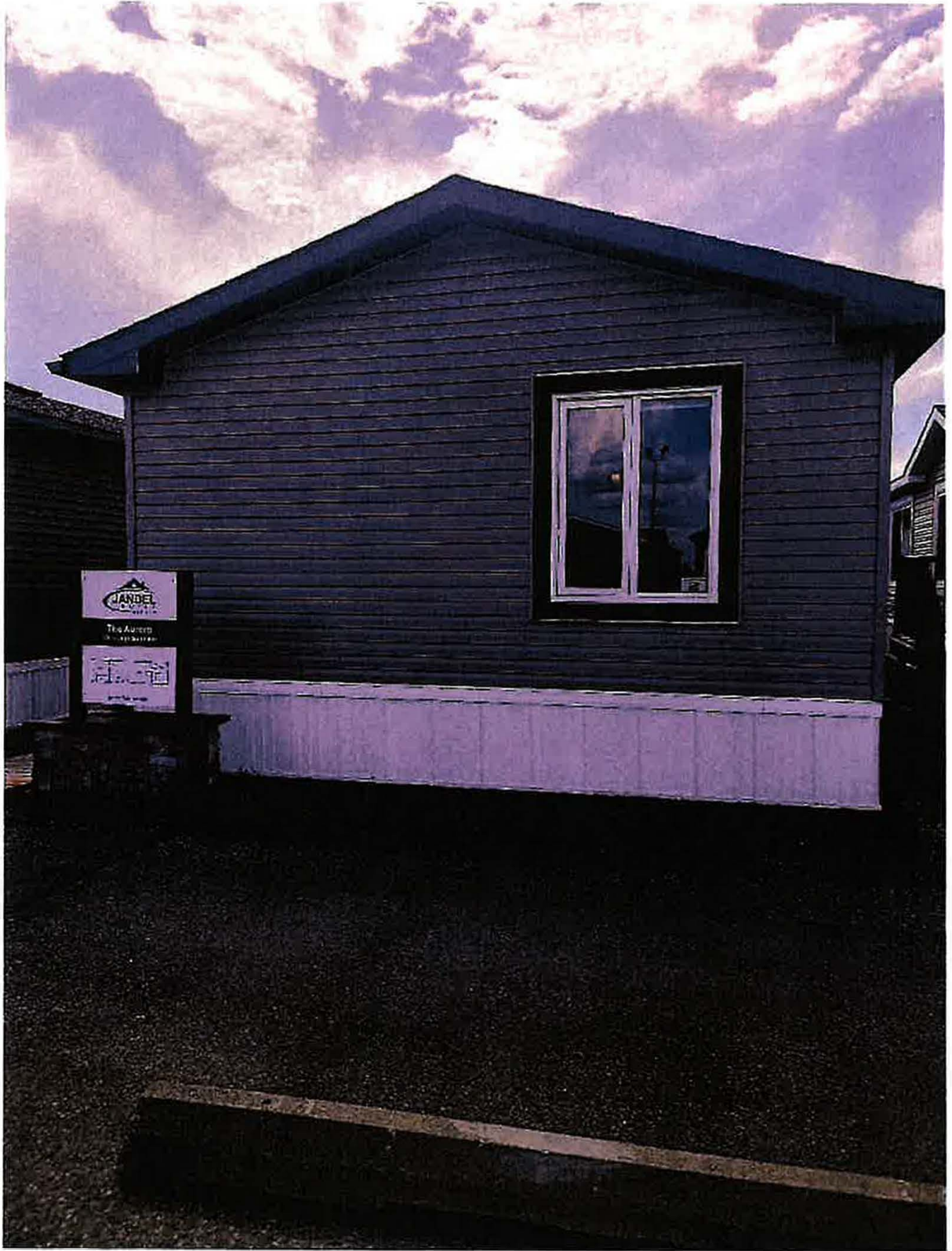
FRONT ELEVATION

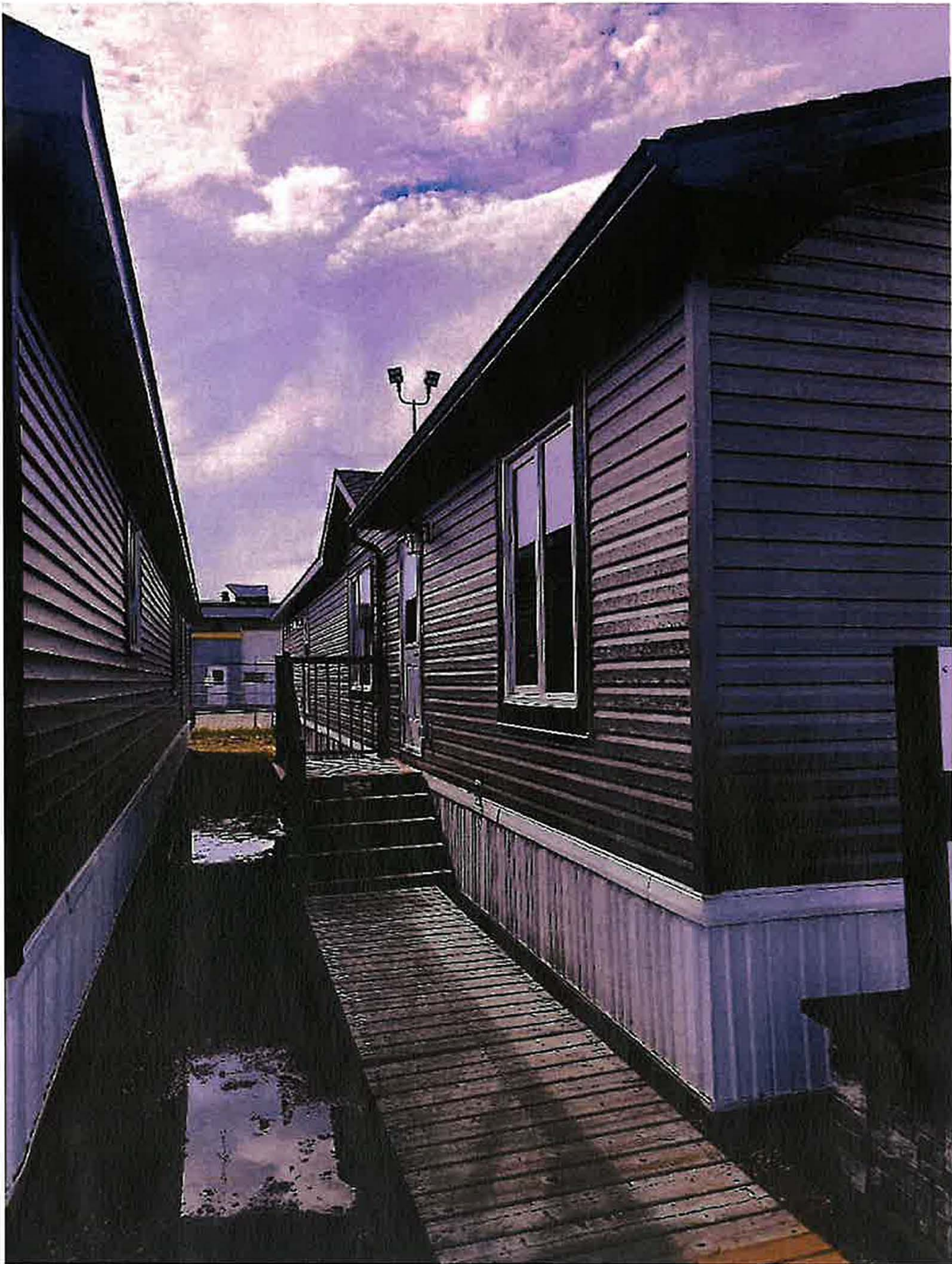
Edmonton Sales Centre
25530 - 117 Avenue
Acheson, AB T7X 6C2
P 780.960.4232
TF 855.463.0084

Grande Prairie Sales Centre
9407 - 163 Avenue
Grande Prairie, AB T8X 0B6
P 780.402.3170
TF 877.504.5005



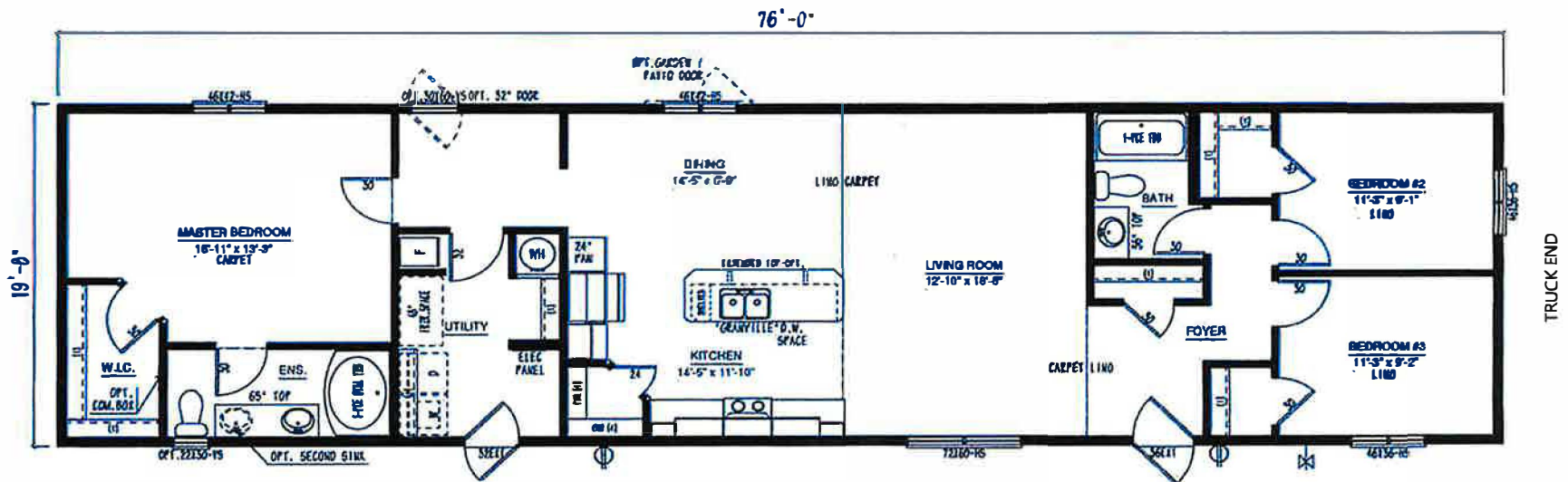
jandelhomes.com





Aurora

1520 Sq. Ft. | 20' X 76' | 3 Bedrooms | 2 Bathrooms



*Square footage and room sizes shown are approximate.

Edmonton Sales Centre
25530 - 117 Avenue
Acheson, AB T7X 6C2
P 780.960.4232
TF 855.463.0084

Grande Prairie Sales Centre
9407 - 163 Avenue
Grande Prairie, AB T8X 0B6
P 780.402.3170
TF 877.504.5005



jandelhomes.com

Aurora

1520 Sq. Ft. | 3 Bedrooms | 2 Bathrooms



*Show Home colors may vary.

Included with your Jandel home:

- Pre-delivery site inspection and consultation
- Free delivery within 100 miles of your Sales Centre
- Poly ground cover
- Blocking and levelling
- Post delivery home inspection and service call
- CSA A277 Modular Building Code
- Alberta New Home Warranty Registered
- And more!

EXPERIENCED | TRUSTED | PROFESSIONAL

Edmonton Sales Centre

25530 - 117 Avenue
Acheson, AB T7X 6C2
P 780.960.4232
TF 855.463.0084

Grande Prairie Sales Centre

9407 - 163 Avenue
Grande Prairie, AB T8X 0B6
P 780.402.3170
TF 877.504.5005



jandelhomes.com



BYLAW NO. 898, 2018

A Bylaw to amend the District of Hudson's Hope Zoning Bylaw No. 823, 2013

WHEREAS the Council of the District of Hudson's Hope wishes to amend "*District of Hudson's Hope Zoning Bylaw No. 823, 2013*";

AND WHEREAS Council will hold a Public Hearing pursuant to the *Local Government Act*;

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

1. This bylaw will be cited as "*District of Hudson's Hope Zoning Amendment Bylaw No. 898, 2018*"
2. Schedule "A", Section 3 of the "*District of Hudson's Hope Zoning Bylaw No. 823, 2013*" definition of 'Parking Space' is hereby amended to read:

Parking Space means an off-street space of the size and dimensions to park one vehicle in conformance with the Bylaw exclusive of aisles, ramps or obstructions.

3. The "*District of Hudson's Hope Zoning Bylaw No. 823, 2013*" is hereby amended by deleting the existing section 4.6.6 and replacing a new section 4.6.6 as follows:

Landscaping Plans and Procedures

- a) Applications for Building Permits to construct or alter the siting, size or dimension of a building or structure in the R1 zone, R2 Zone, C-zones and M-zones will be accompanied by a detailed landscape plan for the site, boulevard and/or roof if applicable.
- b) The developer and/or property owner must provide security in the form of an irrevocable standby letter of credit or cash in the amount of \$500 on issuance of the Building Permit. The security or cash will be used to ensure that the landscaping will be completed within twelve (12) months of the date of issuance of the Occupancy Permit. If the landscaping is not completed within twelve (12) months, the District may draw upon the security and/or utilize the security to complete the required landscaping according to the approved landscape plan.
- c) All required landscaping and fencing must be maintained in good condition and fencing must be maintained in a uniform, intact, and upright condition with no gaps caused due to deterioration or disrepair. In the event of failure to comply, the District may enter

upon the site and maintain the landscaping at the expense of the property owner, the cost of which will be added to the owner's current year's taxes.

4. "District of Hudson's Hope Zoning Bylaw No. 823, 2013" R1b Zone: Low Density Residential (Atkinson) is amended to read "R1b Zone: Low Density Residential (Lucas)"
5. "District of Hudson's Hope Zoning Bylaw No. 823, 2013" R1b Zone: Low Density Residential Zone Specific Regulation is amended by adding:

11. Exterior cladding	Acceptable materials include stained wood, acrylic stucco, metal siding (except aluminium), cementitious wood fibre siding, fibreglass, factory finished composite wood siding, brick, stone and concrete block. Vinyl, aluminium, or roofing material is prohibited
-----------------------	--

6. If any section, subsection, paragraph, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

Read a first time this 25th day of June, 2018

Read a second time this 25th day of June, 2018

Public hearing held on this 13th day of August, 2018

Read a third time this 13th day of August, 2018

Adopted this 13th day of August, 2018


Gwen Johansson,
MAYOR


Tammy McKeown
Corporate Officer

Certified a true copy of Bylaw No. 898, 2018

this ___ day of _____, 20__.

Clerk

REQUEST FOR DECISION

RFD#:	2022RA18	Date:	July 12, 2022
Meeting#:	CM071822	Originator:	Ruhul Amin
RFD TITLE: Engineering Services for Kendrick Lift Station Upgrade Project			

RECOMMENDATION:

***THAT** Council approve awarding the contract for engineering services to DGH Engineering Ltd. for the Kendrick Lift Station Upgrade Project and authorize the Mayor and the CAO or Acting CAO to sign the contract.*

BACKGROUND:

Urban Systems Ltd. (Urban) had been retained by the District of Hudson's Hope (District) in 2021 to complete an assessment on the condition of the Kendrick Lift Stations, to aid the District in planning for future upgrades and/or replacements. The scope of this project is identified following the recommendations of Urban Systems Assessment Report.

The Services required under this Contract shall consist of providing a preliminary design, detailed design, bid opportunity preparation, tendering and contract administration services for work to upgrade the Kendrick Lift Station in two stages as follows:

Stage One: (Planned for 2022)

- Review all relevant reports and documents.
- Develop different options and tentative costs for all options and submit to the District for review and approval. Proponent must need to consider House the Lift Station in a new Structure as an option. The electrical kiosk can be enclosed in a separate structure or within the new structure if possible.
- Complete the Preliminary Design for preferred options. Proponents need to consider all additional testing including Geotechnical Engineering.
- Complete Detail Design for selected option and final cost estimation.

Stage Two: (Planned for 2023)

Stage Two will be awarded only if the Council approve the budget for this project. Stage Two will be started in 2023 and construction also will be in 2023. Scope for Stage Two are followings:

- Contract Document Preparation.
- Tendering and procurement Process.
- Non-Resident Construction Services.
- Resident Construction Services (optional).
- Record Drawings and Project Closeout Services.

The District applied to Investing in Canada Infrastructure Program (ICIP Grant), Green Infrastructure- Environmental Quality Sub-Stream Program for this project. If approve, around 73% of the project costs will be reimbursed from the Grant funding. As per the grant application the detailed design (Stage One) should be completed in 2022.

DISCUSSION:

The Request for Proposal was posted to the MERX, and District website on June 6th, 2022 with a closing date June 28th, 2022. Two (2) proposals were received within the closing date.

A summary of all submission is provided below:

Name of the company	Proposed Fees for Stage One (2022)	Proposed Fees for Stage Two (2023)	Proposed Total Fees
McElhanney Engineering	\$68,524.00	\$104,298.00	172,822.00
DGH Engineering Ltd.	\$58,300.00	\$100,945.00	159,245.00

Based on the staff evaluation, DGH Engineering Ltd. ranked first for this project. Please note that if council approve this project, Stage One will be awarded in 2022 under 2022 Capital program and Stage Two will be awarded in 2023.

FINANCIAL:

There is an approved Capital Budget of \$25,000 in the 2022 which would be enough to cover the District's portion for the 2022 Scope (Stage One) of the project if the District receive the grant.

Additional fund required for this project can be covered from the cost savings under the account code 04-80-4001-5706 (Water Capital projects) in 2022 if District do not receive any grant.

Attachments:

Not Applicable.



Submitted By:

Ruhul Amin, Director PW

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

FROM: Jeanette McDougall, Corporate Officer

DATE: July 18, 2022

SUBJECT: LIONS CLUB – BUILDING LEASE AGREEMENT

RECOMMENDATION:

***THAT** Council approve the Building Lease Agreement between the District of Hudson's Hope and the Lions Club for a term of 5 years commencing May 1, 2022 and expiring April 30, 2027; and*

***THAT** Council authorize the Mayor and the Acting CAO to sign the Building Lease Agreement.*

BACKGROUND:

The existing building lease agreement between the District and the Lions Club for the use of the Community Hall has a term of May 1, 2020 to April 30, 2025, however the Community Club, which had a lease agreement with the District for the use of the kitchen in the Community Hall, and that also had a term of May 1, 2020 to April 30, 2025, folded in the Spring of 2022.

INFORMATION:

The Lions Club is willing to assume the responsibility for the kitchen as per the Community Club's lease agreement, therefore Staff and the Lions Club reviewed both the Lions Club and the Community Club building lease agreements to incorporate the relevant elements of the Community Club's lease agreement into the Lions Club's lease agreement.

The District pays \$250/year for a Service Provider Agreement (Municipal Insurance Association of BC (MIABC)) that the District has with the Community Club and this has now been cancelled; Staff have contacted MIABC to determine whether the Service Provider Agreement with the Lions Club should have increased coverage to reflect the new kitchen-related responsibilities.

Staff are in the process of developing a policy pertaining to Community Hall rentals, and in the meantime the District is relying on an existing rental agreement for fees and procedures, eg bookings, rental rates, and cleaning requirements.

ALTERNATIVES:

***THAT** Council not approve the Building Lease Agreement between the District of Hudson's Hope and the Lions Club for a term of 5 years commencing May 1, 2022 and expiring April 30, 2027; and*


***THAT** Council not authorize the Mayor and the Acting CAO to sign the Building Lease Agreement.*

SR3

ATTACHMENTS:

- *Draft Building Lease Agreement between the District of Hudson's Hope and the Lions Club*
- *Existing Building Lease Agreement between the District of Hudson's Hope and the Lions Club*
- *Terminated Building Lease Agreement between the District of Hudson's Hope and the former Community Club*

Prepared by:


Jeanette McDougall,
Corporate Officer

Approved by:


Ruhul Amin, Acting CAO

**THE HUDSON'S HOPE LIONS CLUB
BUILDING LEASE**

THIS AGREEMENT dated for reference the 18th day of July, 2022.

BETWEEN:

DISTRICT OF HUDSON'S HOPE

9904 Dudley Drive / PO Box 330

Hudson's Hope, BC V0C 1V0

(the "District")

AND:

THE HUDSON'S HOPE LIONS CLUB

PO Box 444

Hudson's Hope, B.C. V0C 1V0

(the "Club")

WHEREAS:

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

Parcel Identifier: 013-023-519

Lot 10, Block 2, Section 18, Township 81, Range 25 west of the 6th Meridian, Peace River Regional District, Plan PGP4115

("Lot 10")

B. The area of Lot 10 where the building and all the premises commonly known as the "Community Hall" are situated is referred to in this Agreement as the "Land";

C. The Community Hall is referred to in this Agreement as the "Building" and includes the kitchen area;

D. The Club desires to lease the Building for the purpose of operating a service 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 the Building

1. The District hereby leases the Building to the Club (the "Lease") for a term of five (5) years commencing on May 1, 2022 and terminating on April 30, 2027 (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 the Lease

2. The Club may, if not in default under this Lease, renew the Lease for a further term of five (5) years on the same terms and conditions, unless agreed to otherwise by the parties. This option may be exercised by the Club by giving notice in writing to the District in the manner provided for giving notices not earlier than 6 months and not later than 3 months prior to either the expiry or the renewal of the Term.

Ownership of the Building

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

Ownership of the Equipment

4. The District and the Club agree that a) the furnishings and fixed equipment in the Building belong to the District; and b) that ownership of the appliances located in the kitchen area are vested in the District.
5. The District and the Club agree that ownership of supplies in the kitchen area that are intended for meal preparations, e.g. the food preparation table, serving utensils and related items are owned by the Club.

Parking

6. The District hereby grants access to the Building's parking area by the Club and is to be used in association only with the Club's use of the Building.

Building Accepted "As Is"

7. 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 the Building

8. The Club shall use the Building for the purpose of operating a service organization, which may include an administrative office, meeting rooms, washrooms, the kitchen area and a lounge for the consumption of food and drinks, including alcoholic drinks.

Repairs and Maintenance of the Kitchen Area

9. The District agrees to attempt to keep the kitchen area in a state of good repair throughout the Term 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.

No Abandonment

10. The Club shall not abandon the Building or leave the Building vacant or unoccupied or otherwise fail to use the Building as a service organization for more than 30 consecutive days.

Public Use of Building

11. The Club shall at all times during the Term allow members of the public to become members of the Club.
12. The Club shall at all times during the term allow members of the public to use the kitchen area according to the terms agreed to between the Club and the person(s) or organization making application to use the kitchen area.

Rent

13. As payment for the Lease of the Building, which includes access to parking, the Club shall pay rent ("Rent") to the District in the amount of \$1,550 per year for each year of the five-year Term. Details of the Rent are as follows:

- \$1,200.00 for up to 48 Club member activities per year, eg meetings, lounge night, Junior Lions Club meetings;
- \$100.00 for use of the kitchen and bar storage cabinets and the basement lockup; and
- \$250.00 Associate Member Insurance under the District Policy with the Municipal Insurance Association of BC.

Contracts for Utilities

14. The District is responsible for the payment of utilities for the Building, including: gas, electricity and communication services rendered in respect of the Building.

Assigning or Subletting

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

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 not be unreasonably refused and which consent may include conditions imposed by the District.

Building Repairs and Maintenance

19. The District agrees that it will attempt to keep the Building in a state of good repair throughout the Term 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 and Lands during the Club's events.

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 agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Club 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 Club agrees to indemnify, defend and hold harmless the District, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the District 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 District arising out of, during, or as a result of the provision of services, except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the District.

Indemnity

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

Survival of Indemnity and Release

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

Club's Corporate Representations and Warranties

The Club covenants with, represents and warrants to the District that the Club has the power and capacity to enter into this Agreement and to comply with and perform this Lease Agreement.

Notice

25. 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.

26. Notices to the District must be addressed to the attention of the "Corporate Officer".

Notice of Default

27. If the Club fails to pay the 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 the Building

28. 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 and without payment of any compensation to the Club, unless the District, in its sole discretion, requires the Club to remove any 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 the District

29. The rights given by the District pursuant to 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 applicable laws on the District to the Club or to any third party; and
- (b) obliges the District to enforce this Agreement, which is a policy matter within the sole discretion of the District.

Severance

30. If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion shall be severed and shall not affect the validity of the remainder of this Agreement.

Entire Agreement

31. 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 where the Agreement has been sublet or assigned.

Time of Essence

32. Time is of the essence of this Agreement.

DATED the ____ day of July, 2022.

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

Name: _____

Title: _____

Signature: _____

**On Behalf of the
Lions Club**

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

DRAFT

THE HUDSON'S HOPE LIONS CLUB BUILDING LEASE

THIS AGREEMENT dated for reference the 28 day of April, 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 HUDSON'S HOPE LIONS CLUB, a service organization that supports the community of Hudson's Hope and having its office at Box 444, Hudson's Hope, B.C. V0C1V0

(the "Club")

WHEREAS:

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

Parcel Identifier: 013-023-519
Lot 10
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian Peace River District
Plan PGP4115

("Lot 10");

- B. The area of Lot 10 where all the premises commonly known as the "Community Hall" (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 service 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 May 1, 2020 and terminating on April 30, 2025, (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 for a further term of 5 years 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 District.

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 service organization, 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. The Club shall not abandon the Building or leave the Building vacant or unoccupied or otherwise fail to use the Building as a service organization for more than 30 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 \$950 per year for each year of the five-year Term. Details of the rent are as follows:

- \$600.00 for Approximately 24 Meetings Per Year (at 25.00 per meeting) – Approximately First and Second Thursdays (Lions Club and Junior Lions)
- \$100.00 Use of the Bar Storage Cabinets and the basement lockup.
- \$250.00 Associate Member Insurance under the District Policy with MIABC

Contracts for Utilities

11. The District is responsible for the payment of utilities for the Community Hall including: gas, heating fuel, telephone service, cable, satellite, telecommunications service, electricity, power or communication service rendered in respect of the Building.

No Assigning or Subletting

12. 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.

Compliance with Laws

13. 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

14. 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

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

Repairs and Maintenance of Building

16. 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

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

Workers Compensation

18. 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

19. The District agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Club 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 Club agrees to indemnify, defend and hold harmless the District, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the District 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 District arising out of, during, or as a result of the provision of services except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the District.

Indemnity

20. 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

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

Club's Corporate Representations and Warranties

22. 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

23. 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.

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

Notice of Default

25. 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

26. 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 any 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

27. 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

28. 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

29. 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


30. Time is of the essence of this Agreement.

DATED the 28 day of April, 2020.

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

Name: DAVE HERBERG

Title: MAYOR

Signature: 

Date: MAY 11 2020

**On Behalf of the
Lions Club**

Name: Travous Quibell

Title: President

Signature: 



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the “Agreement”) is made and entered into this 1st day of May, 2020 by and in between the **District of Hudson’s Hope** (the “Local Government”) and the **Hudson’s Hope Lions Club** (the “Service Provider”).

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

Founded in 1967, the Hudson's Hope Lions Club strives to serve the community with whatever services are needed. This could include planning and hosting community family and social events such as the Mother’s Day Steak & Lobster Dinner and Social, the Community Christmas Dinner, and the Halloween Dance. Hosting these events is an important part of building and maintaining a small-town sense of community and the Local Government is fully supportive of groups that volunteer to organize these types of events.

☒ The term of the Agreement is from the 1st day of May, 2020 until the 30th day of April, 2025.

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: DAVE HEIBERG

Title: MAYOR


Signature: 

Date: MAY 11 2020

**ON BEHALF OF THE
HUDSON'S HOPE LIONS CLUB**

Name: Travis Quibell

Title: President

Signature: 

Date: April 28 / 2020

THE HUDSON'S HOPE COMMUNITY CLUB BUILDING LEASE

THIS AGREEMENT dated for reference the 28 day of April, 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 HUDSON'S HOPE COMMUNITY CLUB, (formerly the Women's Club) a service organization that supports the community of Hudson's Hope and having its office at Box 443, Hudson's Hope, B.C. V0C1V0

(the "Club")

WHEREAS:

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

Parcel Identifier: 013-023-519
Lot 10
Block 2
Section 18
Township 81
Range 25 West of the 6th Meridian Peace River District
Plan PGP4115

("Lot 10");

B. The area of Lot 10 where all the premises commonly known as the "Community Hall" (the Building) is situated, is referred to in this Agreement as the "Land";

C. The Club desires to lease the "Kitchen Area" for the purpose of operating community kitchen on a rental basis and the District agrees to lease the Kitchen Area 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 Kitchen Area

1. The District hereby leases to the Club the Kitchen Area of the Community Hall (the "Lease") for a term of five (5) years commencing on May 1, 2020 and terminating on April 30, 2025, (the "Term"), to have and to hold for the Term, and the Club does hereby accept the lease of the Kitchen Area, 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 for a further term of 5 years 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 Kitchen Area was, is and will be at all times, before, during and after the Term, vested in the District.

Ownership of Equipment

4. The District and the Club agree that the title to and ownership of the appliances located in the Kitchen Area are vested in the District. The District and the Club further agree the title to and ownership of supplies in the Kitchen Area including meal preparation (i.e., food preparation table) and serving utensils are owned by the Club.

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 Kitchen Area.

Kitchen Area Accepted "As Is"

6. The Club accepts the Kitchen Area "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 Kitchen Area.

Use of Kitchen Area

7. The Club shall use the Kitchen Area for the purpose of operating a kitchen.

No Abandonment

8. The Club shall not abandon the Kitchen Area or leave the Kitchen Area vacant or unoccupied or otherwise fail to use the Kitchen Area as a service organization for more than 30 consecutive days.

Public Use of Building

9. The Club shall at all times during the term allow members of the public to use the Kitchen Area according to any terms agreed to between the Club and the person(s) making application to use the Kitchen Area.

Rent

10. As payment for the Lease of the Kitchen Area, the Club shall pay to the District rent (the "Rent") in the amount of \$250 per year for each year of the five-year Term. Details of the rent are as follows:

- \$250.00 Associate Member Insurance under the District Policy with MIABC

Contracts for Utilities

11. The District is responsible for the payment of utilities for the Community Hall including: gas, heating fuel, telephone service, cable, satellite, telecommunications service, electricity, power or communication service rendered in respect of the Kitchen Area.

When Assigning or Subletting

12. The Club shall not assign this Agreement, and the Club shall not sublet all or any part of the Kitchen Area without prior written consent of the District in each instance. Assignment shall not be unreasonably withheld by the District.

Compliance with Laws

13. The Club will at all times use and occupy the Kitchen 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

14. The Club will not carry on, or suffer or permit to be carried on, in the Kitchen Area any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the District, and to the public generally.

No Alterations

15. The Club may not expand, alter or improve the Kitchen Area without the consent of the

District, which consent may not be unreasonably refused and which consent may include conditions imposed by the District.

Repairs and Maintenance of Kitchen Area

16. The District agrees that throughout the Term, the District will attempt to keep the Kitchen Area 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

17. The Club shall take all possible precautions to ensure the safety of persons using the Kitchen Area.

Workers Compensation

18. 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 Clause

19. The District agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Club 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 Club agrees to indemnify, defend and hold harmless the District, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the District 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 District arising out of, during, or as a result of the provision of services except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the District.

Indemnity

20. 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 Kitchen Area.

Survival of Indemnity and Release

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

Club's Corporate Representations and Warranties

22. 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

23. 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.

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

Notice of Default

25. 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 Kitchen Area

26. At the expiration or earlier termination of the Term, the Club shall leave the Kitchen Area 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 Kitchen Area 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 any 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

27. 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

28. 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

29. 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

30. Time is of the essence of this Agreement.

DATED the 28 day of April, 2020.

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

Name: Alan Huby

Title: MAYOR

Signature: Alan Huby

Date: MAY 11 2020

**On Behalf of the
Hudson's Hope Community Club**

Name: Stephanie Hues

Title: President

Signature: Stephanie Hues



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this 1st day of May, 2020 by and in between the **District of Hudson's Hope** (the "Local Government") and the **Hudson's Hope Community Club** (the "Service Provider").

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

Formerly known as the Women's Club, the Hudson's Hope Community Club is responsible for the operation of the Kitchen Space in the Community Hall. The Kitchen Space is used for weddings, funerals and other community events where food is served. Having a group available to help organize and host these food events is an important part of building and maintaining a small-town sense of community and the Local Government is fully supportive of groups that volunteer to organize these types of events.

☒ The term of the Agreement is from the 1st day of May, 2020 until the 30th day of April, 2025.

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:

DAVE HERBERG

Title:

MAYOR

Signature:

[Signature]

Date:

MAY 11 2020

**ON BEHALF OF THE
HUDSON'S HOPE COMMUNITY CLUB**

Name:

Stephanie Hues

Title:

President

Signature:

[Signature]

Date:

May 5 2020

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: July 18, 2022
SUBJECT: COUNCIL MEETING OCTOBER 24, 2022
– RESCHEDULING

RECOMMENDATION:

THAT Council approve rescheduling the October 24, 2022 Council Meeting to November 7, 2022 to accommodate the Council / Staff orientation being held on October 24, 2022 and October 25, 2022 in Dawson Creek; and

THAT Council cancel the Council Meeting currently scheduled for November 14th, 2022.

INFORMATION:

Staff are recommending that the October 24th Council Meeting be rescheduled to November 7th, with the November 14th Council Meeting being cancelled for the following reasons;

1. The Local Government election is being held October 15th and, given the considerable work required after an election, there will be insufficient time to prepare an agenda for October 24th;
2. The October 24th Council Meeting conflicts with the Council / Staff orientation session being held October 24th & 25th in Dawson Creek;
3. The October 24th Council Meeting could be rescheduled to October 31st, however:
 - a) the CAO and Corporate Officer will be at the Council / Staff orientation session on October 24th & 25th, leaving only October 26 – 28th to prepare an agenda for October 31st, which is insufficient time;
 - b) an October 31st Council Meeting conflicts with Halloween and, in addition to the traditional activities, there may be fireworks held this year that Council and Staff members may want to attend; and
4. The General Local Government election is being held October 15, 2022 and the new Council is scheduled to make an oath or solemn affirmation of Office on November 7, 2022, which is well within the required time limits as per section 120 of the *Community Charter* as follows:
 - By acclamation: within 50 days of the General Election (December 4, 2022)
 - By voting: within 45 days of the General Election (November 30, 2022)
 - By appointment: within 45 days of the General Election (November 30, 2022)


SR4

The Regular Council Meeting schedule for 2022 would resume after the November 7th meeting with the remaining meetings scheduled for November 28th and December 12th, 2022.

ALTERNATIVE OPTIONS:

- THAT Council not approve rescheduling the October 24, 2022 Council Meeting to November 7, 2022 to accommodate the Council / Staff orientation being held on October 24, 2022 and October 25, 2022 in Dawson Creek; and
- THAT Council not approve the cancellation of the Council Meeting currently scheduled for November 14th, 2022.

Prepared by:



Jeanette McDougall,
Corporate Officer

Approved by:



Ruhul Amin, Acting CAO

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: July 18, 2022
SUBJECT: DISTRICT OF HUDSON'S HOPE - OFFICER APPOINTMENTS

RECOMMENDATION:

1. **THAT** Council appoint Ruhul Amin, Director of Public Works as an Officer of the District of Hudson's Hope as per Bylaw No. 903, 2019.
2. **THAT** Council appoint Ruhul Amin, Director of Public Works as Approving Officer for the District of Hudson's Hope on an interim basis from July 15 – 26, 2022.

INFORMATION:

The District of Hudson's Hope Bylaw No. 903, 2019 specifies the appointment of certain District Officers and includes the Director, Public Works; the appointment as per recommendation No. 1 ensures compliance with Bylaw 903, 2019.

The recommendation to appoint an Approving Officer is as per section 77(1) of the *Land Titles Act*, an excerpt of which follows:

"Appointment of municipal approving officers

77 (1) For land within a municipality, the municipal council must appoint a person as an approving officer.

(2) An approving officer appointed under this section must be

(a) the municipal engineer,

(b) the chief planning officer,

(c) some other employee of the municipality appointed by the municipal council, or

(d) a person who is under contract with the municipality."

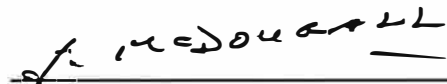
The Corporate Officer has certain subdivision documents that require the signature of an Approving Officer prior to the Director, Public Works leaving on vacation on July 27, 2022; it is not anticipated that an Approving Officer's signature will be required between July 27, 2022 and August 29, 2022 when the appointment will automatically revert to the Chief Administrative Officer upon his return from vacation.

ALTERNATIVES:

- **THAT** Council not appoint Ruhul Amin, Director of Public Works as an Officer of the District of Hudson's Hope as per Bylaw No. 903, 2019.
- **THAT** Council not appoint Ruhul Amin, Director of Public Works as Approving Officer for the District of Hudson's Hope on an interim basis from July 15 – 26, 2022.

SR5

Prepared by:

A handwritten signature in black ink, appearing to read "J. McDougall", is written over a horizontal line.

Jeanette McDougall,
Corporate Officer

REQUEST FOR DECISION

RFD#:	2022-MR-34	Date:	June 20, 2022
Meeting#:	CM 06-27-22	Originator:	Mokles Rahman
RFD TITLE: Water Service Regulations Bylaw 2022 (Bylaw No. 930, 2022)			

RECOMMENDATIONS:

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a first time; and*

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a second time; and*

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a third time.*

BACKGROUND:

During the Regular Council Meeting on June 13, 2022, Council considered the following motion.

B1 BYLAW NO. 930, 2022 – WATER SERVICES REGULATIONS

M/S Councillors Quibell / Summer

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a first time;*

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a second time;*

***THAT** the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be read a third time.*

DEFEATED

Council directed Staff to revise the proposed Water Services Regulation Bylaw No. 930, 2022 by removing the proposed Schedule D (Water Use Restriction Stages) and future discussion on bylaw revision to address the concern of the water meters.

DISCUSSION:

The new Water Service Regulations Bylaw No. 930, 2022 is a consolidated version of the Water Service Regulations Bylaw No. 842, 2014 and Water Service Regulations Amendment Bylaw No. 860, 2016.

Removing the Schedule D (Water Use Restriction Stages) from the proposed amendment, the following section and some definitions are the only changes in the new bylaw:

- Section 4.3: The Operations Manager in consultation with the CAO may shut down the Bulk Water Station if it is deemed necessary to manage the water demand and supply at the Water Treatment Plant or to manage other operational challenges of Water Works Systems.

FINANCIALS:

N/A

ALTERNATIVES:

1. Table the amendment of the bylaw and provide specific comments and feedback to change or improve the bylaw and direct administration to report back.

ATTACHMENTS:

1. Water Service Regulations Bylaw No. 930, 2022.

Prepared and approved by:



Mokles Rahman, CAO

WHEREAS pursuant to the *Community Charter*, the District may operate and regulate a water system as a municipal service;

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

1. This Bylaw shall be cited for all purposes as "Water Service Regulations Bylaw No. 930, 2022".
2. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Bylaw.
3. Water Service Regulation Bylaw No. 842, 2014, and all amendments thereto are hereby repealed and replaced with this Bylaw.

Read a first time this	___ day of ___ 2022
Read a second time this	___ day of ___ 2022
Read a third time this	___ day of ___ 2022
Adopted this	___ day of ___ 2022

Jeanette McDougall, Corporate Officer

Dave Heiberg, Mayor

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SCHEDULE A – Penalties

SCHEDULE B – Municipal Ticket Information Offences

SCHEDULE C – Service Connection Permit

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1.0 DEFINITIONS

In this Bylaw, all words or phrases shall have their normal or common meaning except where this is changed, modified, or expanded by the definitions set forth below:

BACKFLOW means the flow of water or other liquids, gases or solids, from any source back into any plumbing system connected to the *Community Water System*.

BYLAW ENFORCEMENT OFFICER means Chief Administrative Officer (CAO), Director of Protective Services, Director of Public Works, Bylaw Enforcement Officer, Approving Officer, or any other District authorized personnel.

COMMUNITY WATER SYSTEM means the entire water works system of the *District* including without limitation intake and distribution systems, water treatment plants, service connections and curb stops.

CONSUMER means any person to whom water is supplied under this Bylaw.

COUNCIL means Council of the *District* of Hudson's Hope.

CROSS CONNECTION means any physical piping arrangement where a public water supply is directly or indirectly connected to a secondary water source, fixture or device that may contain contaminants, sewage or other substance capable of contaminating the water supply.

CURB STOP means the portion of any *Service Connection*, regardless of size, consisting of a shut-off valve with a protective housing (service box) to the ground surface.

DISTRICT means the District of Hudson's Hope.

IRRIGATION means the use of a service connection exclusively for landscaped areas including lawns.

OPERATIONS MANAGER means the Director of Public Works, the Approving Officer and/or the Chief Administrative Officer (CAO).

PRIVATE WATER SERVICE means pipes and other appurtenances located on private property that are not installed or owned by the *District* of Hudson's Hope. A *Private Water Service* is used to convey water from the *Community Water System* to the private property.

SERVICE CONNECTION means a service pipe from the *Water Main* to the property line. A Service Connection includes the *Curb Stop* and is part of the *Community Water System*.

SPRINKLING means the discharge of municipal water on any exterior surface including lawns, gardens, and landscaping.

STAGE means the Stages 1,2, and 3 of Water Use Restrictions specified in Schedule D of this Bylaw.

SYSTEM EXTENSION means any installation requiring the construction of a *Water Main* on a highway, *District* right-of-way or easement, from an existing *Water Main*, but does not include a *Service Connection* or a *Private Water Service*.

URBAN SERVICE BOUNDARY means the maximum extent to which the *District* will extend the Community Water System as shown and defined in the *District's* Official Community Plan.

WATER MAIN means a water system pipe, including valves, fittings and other appurtenances other than a service connection, pumping station, treatment plant or reservoir. A *Water Main* is a key part of the *Community Water System*.

2.0 BASIC PROVISIONS

2.1. Conditions of Water Supply

- .1 It is a condition of the supply of water that:
 - (a) the *District* shall not be liable for damage by reason of the failure of supply of water to any *Consumer*; and,
 - (b) the *District* shall not be liable for any injury or damage to any person or property arising or occurring from the use of water from the system.
- .2 The *District* does not guarantee that water supplied by it is free from any impurity that would affect a manufacturing process or any other use of the water other than for human consumption.

2.2. User Fees

- .1 All *Consumers* must pay the applicable water rate(s) that are set out in the *District's Fees and Charges Bylaw*.

2.3. Enforcement

- .1 Subject to the provisions of the *Community Charter* the *Operations Manager*, and any other District bylaw enforcement officer, is authorized to enter, at all reasonable times, any day of the week, on any property in order to inspect and determine whether the regulations and requirements of this Bylaw are being met.
- .2 *Bylaw Enforcement Officers* are hereby authorized to issue municipal tickets to those persons in contravention of any of the provisions of this Bylaw.

3.0 COMMUNITY WATER SYSTEM

3.1 Requirement to Connect

- .1 Within the Urban Service Boundary, every owner of a premise fronting or abutting a *Water Main* must connect to the *Community Water System* if the distance of the *Service Connection* from the *Water Main* to the building is less than 125 meters long.
- .2 In addition to any other penalty that may be imposed by this Bylaw, or penalties levied by other government agencies, where the owner of a premise fails, neglects, refuses to or does not connect to the *Community Water System*, the *District* may have the work done at the expense of the owner, and the *District* may recover the cost in the same manner as *District* taxes.
- .3 Each parcel is limited to a maximum of one *Service Connection* except when:
 - (a) a separate *Service Connection* is required for fire protection purposes;
 - (b) there is more than one permanent building on the parcel; or,
 - (c) there is a duplex on the parcel.

3.2 Application to Connect

- .1 An application to connect, or reconnect, to the *Community Water System* must be made by the owner of a premise using the "Connection / Abandonment Application Form" (Schedule C).
- .2 Each application to connect, or reconnect, to the *Community Water System* must be accompanied by a water service connection fee, as outlined in the *District's Fees and Charges Bylaw*.
- .3 Prior to connecting to the *Community Water System*, the owner of the premise must obtain the approval from the *Operations Manager* in writing.
- .4 Despite Section 3.2.1 of this Bylaw, the *District* may decline to install a *Service Connection* if:
 - (a) any part of the *Community Water System* has inadequate capacity to meet the proposed additional service requirements; or,
 - (b) the proposed *Service Connection* exceeds twenty metres (20.0 m) in length

3.3 Installation of Service Connection

- .1 All persons who connect to the *Community Water System* must connect by way of a *Curb Stop* and the *Service Connection* must be installed in accordance with all relevant *District* bylaws and regulations.
- .2 Only the *District*, or approved *District* contractors, shall install *Service Connections*, unless otherwise permitted in writing by the *Operations Manager*.
- .3 *Service Connection(s)* will be located as per owner requests, wherever possible. In the event that the owner's preferred location is not practical, the *Operations Manager* will designate an appropriate location for each *Service Connection* to the parcel or building(s), as the case may be.
- .4 The minimum inside diameter of a *Service Connection* shall be twenty millimeters (20.0 mm). A three quarter ($\frac{3}{4}$) inch diameter is considered 20 mm for the purposes of this Bylaw.

- .5 All *Service Connections* must be buried and have at least 2.7 meters cover to finished ground elevation.
- .6 No person shall excavate any roadway within the *District* for the purposes of installing or repairing water, or any other utilities, without first submitting the following:
 - (a) a satisfactory Certificate of Insurance naming the *District* as an additional insured;
 - (b) a satisfactory Street Opening Bond in the amount of ten thousand dollars (\$10,000.00) executed to the benefit of the *District*; and,
 - (c) a sketch of the location and nature of the work to be done.

3.4. Turning the Water Supply On

- .1 A Service Connection must not be turned on at the *Curb Stop* until the owner's *Private Water Service* has been inspected by the *District* and all applicable fees have been paid to the *District*.
- .2 Only authorized *District* employees may turn a *Curb Stop* on or off.

3.5. Shut-Off and Disconnection

- .1 The *District* may disconnect a premise from the *Community Water System* or shut off the *Curb Stop* provided that the *District* gives the owner or occupier of the premise 10 days' notice in writing if the owner or occupier of the premise:
 - (a) fails to pay, when due, any fees imposed under this Bylaw;
 - (b) violates or contravenes any of the provisions of this Bylaw;
 - (c) fails to maintain the *Private Water Service* protected from freezing, protected from risk of Cross Connection, in good condition without leaks; or,
- .2 When an owner of a premise permanently ceases use of a *Service Connection*, the owner must immediately notify the *District* (see Schedule C) and pay the abandonment fee set out in the *District's Fees and Charges Bylaw*.
- .3 Only authorized *District* employees shall turn a *Curb Stop* off.

3.6. System Extensions

- .1 The *Community Water System* will not be extended beyond the *Urban Service Boundary*.
- .2 The District will not permit *System Extension* within the *Urban Service Boundary* if:
 - (a) any part of the *Community Water System* has inadequate capacity to meet the proposed additional service requirements; or
 - (b) the proposed *System Extension* would cause the *District* to expend an inordinate amount of time, effort or money, as determined by the *Operations Manager* or his/her designate, to operate and maintain the *System Extension*, in comparison to the revenue that it would generate.

- .3 *System Extensions* for which the *District* pays either wholly or partially, will only proceed provided costs to the *District* are:
- (a) Recoverable in whole, or in part, from existing and future parcels of land that will be served by the *System Extension*;
 - (b) Not excessive as determined by Council.
- .4 Any person seeking the installation of a *System Extension* by the *District* must:
- (a) enter into a servicing agreement with the *District*; and,
 - (b) submit to the *District* any technical drawings necessary, in the opinion of the *Operations Manager*, to complete the extension.
- .5 Any person wishing to construct a *System Extension* at their own expense must:
- (a) enter into a servicing agreement with the *District*;
 - (b) coordinate and submit to the *District* a construction permit issued by the Northern Health Authority,
 - (c) supply the engineering designs and cost estimates (both documents under seal of a professional engineer registered in the Province of British Columbia) to the *District* along with any other information required by the *Operations Manager*; and,
 - (d) permit the *District*, or the *District's* contractors, to inspect the extension prior to backfill, perform or witness all standard testing procedures and if required by the *Operations Manager*, modify the extension to meet *District* standards or requirements for similar extensions.
- .6 No provision of this Bylaw limits or restricts in any way *District Council* from exercising full jurisdiction and control over the operation of the *Community Water System*, and the fact that any extension may have been installed and constructed without cost to the *District* will not in any way exempt the person receiving service from any regulations, rates, orders or bylaws of the *District*. The payment of part or all of the installation and construction costs by any applicant for an extension shall not be construed as a guarantee by the *District* with respect to continuity or adequacy of service.

3.7. System Failures

- .1 All persons must immediately notify the *District* of any suspected defects, breaks or breakdowns in the *Community Water System*, and any suspected defects, breaks or breakdowns in *Private Water Services* that may threaten the integrity of the *Community Water System*.

3.8. Prohibited Activities

- .1 No person shall connect to, add to, tamper with, operate, remove or alter the *Community Water System* or any part thereof except in accordance with this Bylaw.
- .2 No person shall without lawful excuse break, damage, destroy, uncover, deface or mar the *Community Water System* or any part thereof.

4.0 PRIVATE WATER SERVICES

4.1. Establishment

- .1 The owner of a premise is solely responsible for the installation of *Private Water Services*, at his or her own cost.
- .2 No person shall connect a *Private Water Service* to the *Community Water System* unless:
 - (a) the *Private Water Service* complies with all applicable *District* Bylaws and provincial building regulations; and,
 - (b) the *District* building inspector or *District* authorized personnel has inspected and approved the *Private Water Service* prior to backfill of the *Private Water Service*.
- .3 No person shall install or use a pump, booster or any other device for the purpose of increasing water pressure without first obtaining written permission from the *Operations Manager*.

4.2. Maintenance and Repairs

- .1 Maintenance of *Private Water Services* (including winterization) is the sole responsibility of the owner of the property on which the *Private Water Service* is situated. *Private Water Services* must be kept in a good condition without leaks.
- .2 No person shall permit a *Private Water Service* to freeze.
- .3 Defects and breakdowns in a *Private Water Service* are the sole responsibility of the owner of the property on which the *Private Water Service* is situated and shall promptly be repaired.
- .4 Upon written request, the *District* will turn the *Curb Stop* on or off to facilitate scheduled repairs to a *Private Water Service*.
- .5 A fee to turn a *Curb Stop* on or off is specified in the *Fees and Charges Bylaw*, and must be paid by the owner or occupier of the property on which the *Private Water Service* is situated.

4.3. Bulk Water and Private Sales

- .1 Any person, company or corporation who wishes to obtain water from the *District* bulk water station must pay the water rate(s) specified in the *District's Fees and Charges Bylaw*.
- .2 No person shall re-sell, dispose or otherwise give away water from the *Community Water System*, unless it has been obtained from the *District's* bulk water station.
- .3 The *Operations Manager* in consultation with the *CAO* may shut down the *District* bulk water station if it is deemed necessary to manage the water demand and supply at the Water Treatment Plant or to manage other operational challenges of Water Works Systems.

5.0 WATER PROTECTION & CONSERVATION

5.1. Cross-Connections

- .1 No person shall:
 - (a) connect;
 - (b) cause to be connected; or,
 - (c) allow to remain connected

any pipe, fixture, fitting, container, appliance or *Cross Connection*, in a manner which, under any circumstances, could cause or allow any part of *Community Water System* to become contaminated.

- .2 Where a person's premise is serviced by a well, the person must cease using the well and decommission the well prior to or at the time of connecting to the *Community Water System*.

5.2. Fire Hydrant Use

- .1 No person shall make use of any fire hydrant except for fire protection and suppression purposes.
- .2 Despite Section 5.2.1 of this Bylaw, the *District* may permit fire hydrant use for purposes such as *Water Main* testing and utility line flushing upon written request. Operation of hydrants must include proper *Backflow* prevention and as directed by the *Operations Manager*.

5.3. Unnecessary Water Use

- .1 No person shall allow water from the system to be wasted by runoff into the storm or sanitary sewer system of the *District*, or by runoff on land other than for irrigation purposes.

6.0 WATER METERS

6.1 Water Meter Requirements

- .1 All *Private Water Services* are required to install a water meter and remote readout in a manner and location acceptable to the *District*. The meter shall be of a size, brand and type, and include a remote readout, all acceptable to the *District*.

6.2 Installation of Water Meters

- .1 For all new development, owners are responsible for all costs associated with the supply and installation of water meters.
- .2 All meters will remain the property of the *District*.
- .3 As a condition of service, the *Operations Manager* shall:
 - (a) determine the location of the water meter and read out installation and configuration of the meter installation;
 - (b) determine the type, size and number of water meters to be installed on the property; and,
 - (c) require a water meter to be relocated:
 - i. if there have been alterations to the original building since the meter was initially installed; and,
 - ii. to a location near the point of entry of the water *Service Connection*.
- .4 If any existing or future owner or occupier of a premise refuses to have a water meter installed, after being requested in writing by the *District* to allow such installation, the owner or occupier will be fined in accordance with Schedule B of this Bylaw and water service to the premise may be shut off under direction of the *Operations Manager*.

6.3 Reading, Maintenance and Testing

- .1 *District* employees shall have access to any property and building metered under this Bylaw during normal business hours for the purpose of reading or maintaining the water meter with reasonable notice given to the owner.
- .2 An estimation of the water meter reading may be made by the *Operations Manager* based on previous consumption patterns, if:
 - (a) the *District* is unable to obtain a water meter reading;
 - (b) a water meter fails to properly register a flow reading; or,
 - (c) the owner or occupier experiences unexplained abnormally high water meter readings and contacts the *District* within seventy-two hours (72) of receiving the invoice.
- .3 If a water meter or bypass valve seal is broken, the owner or occupier or occupiers of the premise is to notify the *District* within forty-eight (48) hours.

- .4 As a condition of service, the *Operations Manager* may remove and test a water meter at any time the *Operations Manager* deems it appropriate.
- .5 Any person liable to pay charges based on a metered rate may have their water meter tested by the *District* upon application and payment of the fee set out in the *District's Fees and Charges Bylaw*. If the test indicates a meter inaccuracy in excess of three percent (3%) of actual flow, the *District* will waive the water meter testing fee, and the owner or occupier's account will be adjusted up to the last six (6) months.
- .6 If water meter access is denied or curtailed by the owner or occupier of the premise, then the *District* will impose a fine as outlined in Schedule B of this Bylaw, and may invoice the owner or occupier for the highest quarterly amount of water used in the previous twelve month period. Should previous water use data not be available, the *District* will, at its discretion, estimate the amount for quarterly water use.
- .7 If a water meter is removed or stolen, the *District* will invoice the owner of the premise cost of replacing and installing the water meter, and impose a fine as outlined in Schedule B of this Bylaw. The *District* shall invoice the owner or occupier of the premise for the highest quarterly amount of water used in the previous twelve month period. Should previous water use data not be available, the *District* will, at its discretion, estimate the amount for quarterly water use.
- .8 If a *District* owned water meter is by-passed or tampered with, then the *District* will invoice the owner or occupier of the premise for the highest quarterly amount of water used in the previous twelve month period, and impose a penalty or fine as outlined in Schedule B of this Bylaw. Should previous water use data not be available, the *District* will, at its discretion, estimate the amount for quarterly water use.

7.0 OFFENCES AND PENALTIES

- .1 Any person who contravenes any provision of this Bylaw is liable to the District for and must indemnify the District from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the District may have under this Bylaw or otherwise at law.
- .2 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 any duty or obligation imposed by this Bylaw is liable to a minimum fine of One Thousand Dollars (\$1,000) and a maximum fine of Ten Thousand Dollars (\$10,000).
- .3 The minimum and maximum fines for breach of this Bylaw pursuant to the *Offence Act* and section 263 of the *Community Charter* are those listed in Schedule A.
- .4 Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
- .5 The *District* may enforce compliance with the stipulations within this bylaw or non-payment of fines by preventing access to sewer services being supplied to the user or discontinuing the service thereof provided that the *District* has provided 7 days' written notice and has also provided the owner of the parcel affected with an opportunity to make representations to Council.
- .6 Nothing in this Bylaw limits the *District* from utilizing any other remedy that is otherwise available to the *District* at law.
- .7 The *District* designates this Bylaw as a bylaw that may be enforced by means of a ticket in the form prescribed for that purpose by the *Community Charter* and the *Community Charter* Bylaw Enforcement Ticket Regulation.
- .8 The persons designated as *Bylaw Enforcement Officers* may issue tickets under this Bylaw.
- .9 The words or expressions set forth in Column 1 of Schedule B of this Bylaw designate the offence committed under the Bylaw section number appearing in Column 2 opposite the respective words or expressions for the purposes of issuing tickets under the *Community Charter*. The amounts appearing in Column 3 of Schedule B of this Bylaw are the fines for the corresponding offences designated in Column 1 for the purposes of issuing tickets under the *Community Charter*.

From: LCRB Cannabis Regulation and Policy LCRB:EX <cannabisregs@gov.bc.ca>
Sent: June 24, 2022 12:48 PM
Subject: Policy Directive 22-10 Cannabis product transfers regulatory amendments

Hello,

I am writing to announce [Policy Directive 22-10](#) which amends the Cannabis Licensing Regulation (CLR) by removing the requirement for the General Manager (GM) to exempt in writing prior to transferring cannabis products between stores held by the same Cannabis Retail Store (CRS) licensee and allows for cannabis inventory to be sold to an applicant for a retail store licence as part of a licence sale.

This means that **licensees are no longer required to submit the Application for Product Transfer form** to the Liquor and Cannabis Regulation Branch (LCRB) prior to any cannabis transfers between their own stores.

CRS licensees are still required to obtain approval from the GM to sell cannabis to another CRS licensee or to a licence applicant as part of a business sale/licence transfer, prior to cannabis sales.

Additional information can be viewed in the updated Terms and Conditions handbook here: <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/non-medical-cannabis-licenses/law-policy-non-med-cannabis-licence/cannabis-terms-conditions>

This change will continue to support B.C.'s licensed non-medical cannabis industry by streamlining the product transfer process

If you have any further questions about anything included in this policy directive, please contact cannabisregs@gov.bc.ca.

Sincerely,

Jillian Rousselle
A/Assistant Deputy Minister and General Manager
Liquor and Cannabis Regulation Branch

On Jul 13, 2022, at 9:33 AM, Christoph Weder <christoph@spiritviewranch.com> wrote:

Dear Dave,

Thanks for being so spontaneous in seeing me yesterday. This May was the start of our 10th Spring in Hudsons Hope. Our goal for moving here 9 years ago was that it was the perfect setting and area for our family to grow our Bison and Beef buisness. An abundance of grazing and foraging opportunities to raise our livestock, a great school and community for our kids to grow up in and most of all that perfect picture of what BC consumers think sustainable ranching should be. Last year we broke ground on our 10,000 square foot provincial slaughter and processing facility. Our goal is to be fully operational this fall so that all our Bison and Beef will be Bred, Born, Fattened and Butchered right on our ranch and never getting on a truck until that last step of delivery to the customer. Till now we have managed very well with the infrastructure that is available to our ranch, however with the start of this processing facility it has become very evident how hadicapped we are with our endeavor compared to other similar facilities and businesses in this province.

First is access to natural gas. Ironically our ranch has over 4 miles of pipeline right away for some of the largest natural gas lines in the province, yet we are stuck with propane for all our yard sites. We have spent well over \$130,000 on insulation in this new building to minimize energy needs, this said boilers for hot water still need an energy source and as you can imagine this will be significant when you are producing meat products. Ironic that the people that have to deal with the resource development and distribution get no access to the resource.

Second issue is power. For just about everything we have done on the ranch we have been able to get by with single phase power, haven't had the choice for that matter. Now that we are going into meat processing and refrigeration things have changed. All high capacity refrigeration is built in three phase and it is next to impossible to get single phase equipment. Likewise large grinders, band and splitting saws, and packaging equipment are all three phase. Our only alternative is phase converters and this adds cost and reduces the efficiency of our power use. Again just like natural gas, we are literally up the road from 1/3 of the power produced in this province and have no access to 3-phase. This spring I was contacted by a land man for ARC resources for access to some crown land through our deeded land to survey a new 3 phase transmission line,,,,,It is going to follow the Peace valley and go through Crown. First of all I was dumbfounded because as a conservationist I believe the Peace valley has already had enough impact from site C let alone another power line to cut up more habitat... This said, why would you not put a power line so that multiple parties can have access to the resource and at the sametime put power lines where they are easy to access for maintenance and vegetation control. I was told by staff that CNRL will eventually get access to three phase for the compressor site on Beryl Prairie road when the three phase from ARC comes back along the Core road . Would it not make sense to have 3 phase go up Beryl Prairie and then head east along the Core Road? You would minimize wildlife and habitat impact, it would allow more parties access to the resource and would definitely make more sense for maintenance.

Dave, I am frustrated with how people and landowners have to put up with resource development and yet have no access to these resources. What rubs it in even more is when I go to corners of the province like the sunshine coast that have all of iot at their door steps (power and gas) and we have none. Our new processing facility will produce enough beef and bison to supply over 15,000 households in this province, it will be creating 6 new full time jobs and adding another 3 kids to our school, it will allow

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producers in the area a place to sell their livestock and reduce freight ... In a nutshell our ranch is adding to the economy of this region, however we are having to do it with 1 arm tied behind our backs. Erika and I would appreciate your and the councils help in addressing the issue of three phase power.

Please share this letter and a copy of the email I received from ARC

thanks for your time

Christoph

Dr. Christoph E. Weder PhD

[ABP Environmental Stewardship Award](#) - 2012

Canada's Outstanding Young Farmers of the Year - 2006

www.venatorranches.com

www.bisonguy.ca

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THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Jeanette McDougall, Corporate Officer
DATE: July 18, 2022
SUBJECT: NOTICE OF CLOSED SESSION

RECOMMENDATION:

"THAT Council move to a Closed Meeting for the purpose of discussing the following items:

- **Community Charter Section 97 (1) (b):**
 - (b) *all minutes of Council meetings, other than a meeting or part of a meeting that is closed to the public*
 - Closed Meeting Minutes – June 27, 2022
- **Community Charter Section 90 (1) (k):**
 - (k) *negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of Council, could reasonably be expected to harm the interests of the municipality if they were held in Public*
 - Lucas Subdivision – Offers for Lots 2, 3, 4 & 5
 - Water Treatment Plant – Membrane Filters & Carbon Filter

ALTERNATIVE OPTIONS:

The Council may recess to a Closed Meeting to discuss whether the proposed agenda items properly belong in a Closed Meeting (*Community Charter* Section 90(1) (n)).



Jeanette McDougall,
Corporate Officer

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