

DISTRICT OF HUDSON'S HOPE AGENDA

Council Chambers Monday, August 22, 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. | Delegation | ons: | |
| 4. | Mayor's I | rs Additions: | |
| 5. | Adoption | of Agenda by Consensus: | |
| 6. | Declarati | on of Conflict of Interest: | |
| 7. | Adoption | of Minutes: | |
| | M1 | Regular Council Minutes – July 18, 2022 | Page 1 |
| 8. | Business | Arising from the Minutes: | |
| 9. | Public Hearing: | | |
| 10. | Staff Rep | orts: | |
| | SR1 | Hudson's Hope Lions Club Agreement | Page 5 |
| | SR2 | Corporate – Monthly Report | Page 29 |
| | SR3 | Public Works - Monthly Report | Page 32 |
| | SR4 | Protective Services – Monthly Report | Page 37 |
| | SR5 | Special Projects – Monthly Report | Page 39 |
| 11. | Committe | ee Meeting Reports: | |

| 12 | 2. | By | la | ws |
|----|----|----|----|----|
| | | | | |

| 13. Corres | pondence: |
|------------|-----------|
|------------|-----------|

- C1 Sponsorship Request Peace Valley Arts Society Page 40
- C2 Letter of Appreciation Hudson's Hope Fire Department Page 41
- C3 BC Hydro Watson Slough Water Levels Page 42
- 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 43

19. Adjournment



COUNCIL MEETING District Office - Council Chambers 6:00 P.M. July 18, 2022

Present: Mayor Dave Heiberg

Councillor Mattias Gibbs Councillor Kelly Miller Councillor Travous Quibell

Absent: Councillor Val Paice (with notice)

Councillor Leigh Summer (with notice)

Staff: Acting Chief Administrative Officer, Ruhul Amin

Corporate Officer, Jeanette McDougall Director, Protective Services, Brad Milton

1. CALL TO ORDER

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

2. DEDICATION PAGE

3. DELEGATIONS

4. NOTICE OF NEW BUSINESS

Mayor's Additions: NB1 Participaction - Update

NB2 Acting Mayor Schedule – July & August 2022

Councillor's Additions: NB3 Signage - Dinosaur Lake ATV Campground

(Councillor Miller)

CAOs Additions: None

5. ADOPTION OF AGENDA BY CONSENSUS

6. DECLARATION OF CONFLICT OF INTEREST

Councillor Quibell declared a conflict of interest pertaining to Item SR3 – Lions Club - Lease Agreement re Community Hall as he is President of the Lions Club.

7. ADOPTION OF MINUTES

M1 REGULAR COUNCIL MINUTES - June 27, 2022

RESOLUTION NO. 118/2022
M/S Councillors Miller / Gibbs
THAT the minutes of the June 27, 2022 Regular Council Meeting be adopted as presented.
CARRIED

8. BUSINESS ARISING FROM THE MINUTES

9. PUBLIC HEARING

10. STAFF REPORTS

SR1 DEVELOPMENT VARIANCE PERMIT RE: LOT 22, LUCAS SUBDIVISION

RESOLUTION NO. 119/2022

M/S Councillors Quibell / Gibbs

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.

CARRIED

SR2 KENDRICK LIFT STATION – ENGINEERING SERVICES CONTRACT AWARD

RESOLUTION NO. 120/2022

M/S Councillors Miller / Quibell

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. **CARRIED**

SR3 LIONS CLUB - LEASE AGREEMENT RE: COMMUNITY HALL

This item was deferred to the Council Meeting being held August 22, 2022 due to a quorum not being present to vote on this matter.

SR4 COUNCIL MEETING SCHEDULE CHANGES

RESOLUTION NO. 121/2022

M/S Councillors Gibbs / Quibell

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.

CARRIED

SR5 OFFICER APPOINTMENTS

This item was removed from the Agenda as Bylaw No. 923, 2019 addresses Officer appointments.

11. COMMITTEE MEETING REPORTS

12. BYLAWS

B1 BYLAW NO. 930, 2022 - WATER SERVICES REGULATIONS

RESOLUTION NO. 122/2022
M/S Councillors Quibell / Gibbs
THAT the District of Hudson's Hope Water Service Regulations Bylaw No. 930, 2022 be adopted.
CARRIED

13. CORRESPONDENCE

C1 POLICY DIRECTIVE 2210 – CANNABIS PRODUCT TRANSFERS Received for Information.

C2 C. WEDER RE: ACCESS TO NATURAL GAS & 3 PHASE POWER

The Mayor provided an overview of the concerns contained in the letter from C. Weder and advised that C. Weder is to provide more specifics in the future. Councillor Quibell suggested that these concerns be directed to the Northeast Advisory Committee, Northern Development Initiative Trust.

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

CR1 DINOSAUR LAKE ATV CAMPGROUND - SIGNAGE

Councillor Miller reiterated that a plaque should be made to commemorate Darryl Johnson, former District Councillor; and

Dinosaur Lake ATV Campground needs better signage and suggested that a kiosk style be built that will contain a map showing the layout of the campground along with amenities, eg location of garbage, outhouses. The District factored in the cost of maps in the 2022 budget. Council was unanimously in favour of proceeding with this project.

CR2 PARTICIPACTION 2022

The Mayor advised that Hudson's Hope came in at number 1 in BC and that the Recreation Officer will be submitting a final report on a future agenda.

CR3 ACTING MAYOR – JULY 21 – 24, 2022

The Mayor advised that he will be away from July 21 - 24, 2022 and that Councillor Quibell will be Acting Mayor as Councillor Gibbs, who is scheduled as Acting Mayor for July, will also be away.

CR4 COMMUNITY HALL COMMITTEE

RESOLUTION NO. 123/2022
M/S Councillors Quibell / Gibbs
THAT Staff engage an architect or builder regarding developing a design for a new Community Hall.
CARRIED

- 15. OLD BUSINESS
- **16. NEW BUSINESS**
- 17. PUBLIC INQUIRIES
- 18. IN-CAMERA SESSION

RESOLUTION NO. 124/2022

M/S Councillors Quibell / Miller

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 Offer for Lots 2, 3, 4 & 5
 - Water Treatment Plant Membrane Filters & Carbon Filter

CARRIED

19. ADJOURNMENT

Mayor Heiberg declared the meeting adjourned at 7:12 pm.

| DIARY | | Diarized |
|---|-------------------|----------------------|
| Conventions/Conferences/Holidays | | |
| Commercial Water Rate Increase-annua Consideration | al budget | 08/04/19 |
| ATV Campground – Naming / Memorial | l Plaque | 2022 |
| Certified Correct: | | |
| Dave Heiberg, Mayor | Jeanette McDougal | I, Corporate Officer |

THE DISTRICT OF HUDSON'S HOPE

REPORT TO:

Mayor and Council

FROM:

Jeanette McDougall, Corporate Officer

DATE:

August 22, 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.

SR1

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.
- 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 | On Behalf of the Lions Club |
|---|--------------------------------|
| Name: | Name: |
| Title: | |
| Signature: | |
| Name: Title: | *4/70 ₀ |
| Signature: | |
| | |

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");

- 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";
- 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

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"

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 <u>28</u> day of April, 2020.

Date: <u>MAY 11 2020</u>

| On Behalf of the District of Hudson's Hope | On Behalf of the Lions Club |
|---|--------------------------------|
| Name: DAVE HERERG Title: MAYOR Signature: Sim Umb | Name: Travous Quiber |
| Signature. Nin time | Signature: The fresh of |



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.

| DISTRICT OF HUDSON'S HOPE | HUDSON'S HOPE LIONS CLUB |
|---------------------------|--------------------------|
| Name: DAVE HEIBERG | Name: Travous Quibell |
| Title: | Title: President |
| Signature: Law Harley | Signature: Same hughey |
| Date: | Date: April 28 2020 |

THE HUDSON'S HOPE COMMUNITY CLUB BUILDING LEASE

THIS AGREEMENT dated for reference the 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, after 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.

| | _ 9 | 3 | | |
|-------|-----|--------|----------|-------|
| DATED | the | _day o | f April, | 2020. |

On Behalf of the District of Hudson's Hope

Name: Name bloke
Title: MATOR.

Signature: Alam Akh

Date: MAY 11 2020

On Behalf of the Hudson's Hope Community Club

Title: President

Signature: Stephann All



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 | ON BEHALF OF THE HUDSON'S HOPE COMMUNITY CLUB |
|---|--|
| Name: DAVE HEIBERG | Name: Stephanie Hues |
| Title: | Title: President |
| Signature: Im Huly | Signature: Lydon Hul |
| Date: MA711 2020 | Date: May 5 2020 |

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

FROM: Jeanette McDougall, Corporate Officer

DATE: August 22, 2022

SUBJECT: CORPORATE DEPARTMENT – MONTHLY UPDATE

PURPOSE

To provide Council with an update for the Corporate Department.

CORPORATE

Council Agendas / Minutes

- Prepped both Regular & In Camera Agendas for July 18, 2022 & August 22, 2022
- Drafted Regular & In Camera Minutes for July 18, 2022

> Commissioner for Oaths, Affidavits

Witnessed signatures for 5 different residents.

District Agreements – Inventory & Tracking

Summer student began preparing an Excel spreadsheet to inventory current agreements and track contract obligations, eg expiry / renewal dates. Project will require an investment of several hours and will not be completed prior to the student leaving at the end of August; Office Staff will continue with the project over the next few months.

Permissive Tax Exemptions

Advertised with a deadline of August 26, 2022; no applications received as of August 18, 2022. If any qualifying applications are received by the deadline, then a bylaw amendment will be prepared for the first 3 readings on September 6, 2022 and adoption on October 11, 2022 (note: an amendment to the existing Permissive Tax Exemption Bylaw must be adopted no later than October 31, 2022).

> Volunteer of the Year & Youth Volunteer of the Year 2022

- Liaised with the Committee & the Recreation Officer regarding the selections for 2022.
- ELECTION 2022 (Verbal Update)

INSURANCE

➤ ICBC

- Auditors: on-site July 2022, which is the first time in approximately 5 years; waiting for the results
- Fibre optic: installed for the Driver's Licensing system, which is now dramatically faster (cost borne by ICBC)
- Training: continues for Office Staff

➢ MIABC

- Manager, Risk Management will be on-site on August 18, 2022 to inspect various District facilities; this is a service offered at no additional cost to the District (other than membership) and falls under MIABC's Loss Control Program.
- Attending an MIABC seminar Managing Risk for Local Government Physical Assets being held in Dawson Creek on August 19, 2022.

LAND ADMINISTRATION

> Civic Address Application

Liaised with both applicant and the PRRD to obtain a civic address for a property located in Beryl Prairie.

Comfort Letters

Issued one comfort letter as per the request from Borden, Ladner, Gervais (law firm that represents BC Hydro); invoiced BLG \$100.00 as per the District's Fees and Charges Bylaws.

Land Owner Transparency Act

New legislation takes effect November 30, 2022 with the intent to create a public registry of beneficial real estate ownership, ie to crack down on "hidden" ownership of real estate in the Province. Confirmed with the District's legal counsel that this requirement does not apply to Local Government, although does apply to societies.

OFFICE

Scheduling – Office Staff

Approving / monitoring vacation, flex time & sick time

Main Printer - Office

- The Cannon printer, which was new 2 years ago and has approximately 3 years remaining on the 5 year lease, has been very problematic, eg colour quality is substandard and is causing far more frequent visits from the technicians for maintenance and repairs than expected. Ideal Office Solutions analyzed the costs of the lease, along with the costs for repairs and maintenance, and recommended that the District switch to a new Konica printer. This printer is expected to save the District approximately \$65.00/mo relative to the cost of the Cannon printer (based on the first 3 years of a 5 year lease). Anticipated savings are as follows:
 - √ \$65.00 /month x 36 months = \$2,340.00

LOVE Hudson's Hope (NDIT) - Scavenger Hunt

- B. Mercereau promoted the Scavenger Hunt at the Farmer's Market, District Website,
 FaceBook and via PSA
- Prizes issued to 14 different participants, and prizes included ice cream tickets, a plastic flamingo, a beach towel, unicorn chocolate, dino hot chocolate, a nope mug & ring; an outdoor blanket, etc.

TECHNOLOGY

> Cell Phones

- Spreadsheet in progress for tracking inventory of cell phone hardware, eg cell phones, redeployments, replacements, accessories; various cell plans (lines) and associated costs.
- Cell phone plans being reviewed for cost effectiveness, eg purchasing a cell phone on a
 3 year plan is approximately \$30.00 per month cheaper than a 2 year plan.

Desktop Replacement – Finance

- The desktop computer in Finance failed the week of August 15, 2022 (the drive failed); this item is past warranty so the District will have to absorb the cost of a replacement, which was immediately ordered. An existing laptop has been setup as an interim measure; this required a technician from IT Partners to come on-site to transfer data as it was not possible to remote connect to the failed unit.
- The fan in one of the "new" laptops that was purchased last year failed; this unit is still under warranty and a technician will be on-site August 22, 2022 to replace the fan.
- Ordering 7 new laptops for issuing to new Council members after the Election.

> Laptop Replacements - Council

Ordering 7 new laptops for issuing to new Council members after the Election.

VISITOR CENTRE

- > **Destination BC:** reporting on visitor statistics on a monthly basis; Visitor Staff completed basic Destination BC courses.
- ➤ Internet Connection: Telus had an appointment on August 10, 2022 to repair fibre connection issue, however they did not show up; Staff in the process of contacting Telus again to resolve the issue.
- > Social Media: meeting with C. Fequet and A. Kyllo re setting up an Instagram account, populated with various pictures, some of which A. Kyllo took during the week of August 15th so they are current; removed pictures of Hope, BC from the Hudson's Hope Trip Advisor website.
- > **Staffing**: one summer student stayed for a short time and was replaced with 2 Casuals, both with limited availability, but sufficient for full scheduling for the remainder of the season, and each of whom have experience at the Visitor Centre.

Jeanette McDougall, Corporate Officer

for eDouaALL.

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

SUBJECT: Public Works Department Update

DATE: August 16, 2022

FROM: Gordon Davies, A.Sc.T., Manager of Public Works

Below, please find highlights of some of the activities either completed or underway in the Public Works Department during the period of June 21st to August 15th. The report is being submitted by Manager of Public Works due to vacation of Director of Public Works and Engineering.

A. Operations

1. Water Treatment Plant

- District Water Operators continue to operate the plant with many challenges.
- June 30 Commercial Water Stand shutdown due to Water Treatment Plant (WTP) not able to keep up with community demand.
- July 1 increasing difficulty producing treated water.
- July 20th Water prefilter process caused WTP to fail not being able to treat water.
- Four days of water hauling from Fort St John and Chetwynd to ensure continued potable water supply.
- July 21st started raw water bypass of WTP to increase reservoir levels and reduce water hauling.
- July 21st issuance of Boil Water Notice.
- July 21st start of bottled water distribution to community.
- July 26th Northern Health inspection and report at WTP.
- July 27th installation of H2S filter unit on roof of WTP aerator air discharge to control odour in neighborhood.
- July 27th Public Meeting at Community Hall to discuss community water issues.
- August 3rd Well #1 Shock Chlorination

SR3

- August 5th Aerator and plastic media cleaning operation aborted due to worker safety concerns and inability to effectively clean media.
- August 6th Community wide distribution of "Do Not Consume" water notice.
- Anticipated aerator and sand media work to proceed August 22 26 or upon arrival of all materials and dependant on contractor availability.

2. Swimming Pool

- Operational issues related to raw water quality causing cloudy water and unsafe conditions.
- 400-barrel water tank brought in and plumbed up with overland line into pool mechanical room to be able to continue pool operations with hauled potable water.
- Additional pool leakage experienced which resulted in pool closing early for season on August 2nd as water hauling in this quantity unsustainable.

3. Road Grading and Dust Control

- Water limitations have made "dry grading" of the road network difficult (lack of finish gravel).
- At time of report, all roads have been graded and shaped ready for calcium chloride application.
- Calcium application is scheduled for August 16th.
- Pothole patching completed.

4. Groundskeeping

Flowers

- Flowers have been heat stressed due to extreme heat and lack of adequate and continuous irrigation.
- Presentation is acceptable but not profuse.

Grass Area

- The generally cool and wet start to summer was good for all grass areas.
- The hot dry weather and lack of availability of irrigation water has set all grass areas into "semi-dormancy" due to lack of topsoil base.
- Hot and dry weather has caused a proliferation of noxious weeds, especially Canada and sow thistle and scentless camomile.

5. Campgrounds

- a. Campgrounds are running without any major issues since opening on May Long weekend.
- b. Dinosaur Lake ATV Campground opening July 8th has seen little uptake on camping. However, two picnic tables stolen with one recovered and one outhouse filled with sewage from an illegal trailer dump.
- c. Public Works cleaning up trees cut down by beavers and brush left (not part of contracts)

B. CAPTIAL PROJECTS

- 1. Safety Wall in the District Office completed in early July.
- 2. 2022 Water Valve and Hydrant Replacements Contractor Swamp Donkey (Dawson Creek) planning to start August 22nd.
- 3. Road Rehabilitation in Thompson Subdivision Contractor notified of deficiencies no schedule for correction of deficiencies at this time.
- 4. Chlorine Booster and Piping Upgrades at Reservoir. Contractor being utilized for Water Treatment Plant rehabilitation. Installation will be late September.

C. OPERATING PROJECTS

1. Council Entrance – concrete work completed.

| 2. Lynx Creek Soil and Water Samples – samples collected and analyzed by AGAT Laboratories. |
|--|
| 3. Cemetery Tree Planting – 12 trees planted as part of Tree Canada Grant. |
| D. UPCOMING ACTIVITIES |
| Water System Rehabilitation – August and September Start of ice plants August 30 and 31st for Arena and Curling Rink Preparation of winter sand/salt. |
| Prepared and submitted by: |
| |
| Gordon Davies, Manager of Public Works |
| |
| |

Water Stand Snapshot (August 15th)

This is a quick snapshot of the total amount of water handed out by the District Water Stand from July 21st, 2022, to August 15th, 2022.

| | Water Handed out every day (Boil water Advisory) | | |
|--|--|--|--|
| Water Handed out Every other Day (Boil Water Advis | | | |
| Water Handed out every day (Do Not Consume Notice) | | | |

| Date | Jugs (19L) | Water Cases (12L) |
|---------------------|------------------------|--------------------------|
| Thursday July 21 | 66 | 2 |
| Friday July 22 | 65 | 13 |
| Saturday July 23 | 32 | 12 |
| Monday July 25 | 65 | 8 |
| Tuesday July 26 | 36 | 15 |
| Wednesday July 27 | 41 | 10 |
| Thursday July 28 | 39 | 17 |
| Friday July 29 | 79 | 28 |
| Monday August 1 | 59 | 16 |
| Wednesday August 3 | 121 | 30 |
| Friday August 5 | 100 | 29 |
| Monday August 8 | 89 | 24 |
| Tuesday August 9 | 45 | 13 |
| Wednesday August 10 | 79 | 28 |
| Thursday August 11 | 104 | 51 |
| Friday August 12 | 141 | 32 |
| Monday August 15 | 90 | 38 |
| Total Days Open | Total Handed out (19L) | Total Handed out (Cases) |
| 17 | 1251 | 366 |

We have handed out a grand total of **1251** 19L jugs of water and **366** Cases of Water as of August 15th, 2022, with a rough average of **70** 19L Jugs handed out Daily.

A total of 28,161L (6203 Gallons) have been provided to the community as of August 15th

A more conclusive breakdown of this data as well as a record of returned 19L jugs can be found in the "Water Stand Record" excel file on our server.

Record Can be found in:

Z:\1 - LGMA Filing System\Public Works and Engineering\Asset Management\Asset Management Year 4

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

SUBJECT: Protective Services Update

DATE: August 17, 2022

FROM: Brad Milton, Director of Protective Services

Please find highlights of activities either done or underway in the Protective Services Departments during the last reporting period.

- June 22, 2022 August 16, 2022, HHFR received 9 calls for service. 5 First Responder (medical), 1 - Alarms Ringing, 1 - Hazardous Material (Gas Leak), 2 – Motor Vehicle Accidents.
- HHFR continues to prepare an RFT for the Emergency Lights and Accessories required on the new HHFR Pick up due in November.
- HHFR has had 5 new structural helmets arrive, these helmets were purchased through a grant from Pembina Pipelines for \$2750. These replace structural helmets that have reached the 10-year end of life.
- HHFR has received 3 sets of Structural Turnout Gear, this was purchased as part of the department's annual capital plan.
- HHFR held an Open House & BBQ on June 28, 2022. This was a remarkably successful event
 with approximately 200 people passing through. The Junior Firefighters held a vehicle
 extrication demo for all in attendance, all trucks were open and on display with fire
 prevention swag available for all the amazing mini future firefighters in attendance
- HHFR has completed phase 1 of the asset management project implemented by Chief Milton. This has ensured that all items of PPE for structural or wildland firefighting are itemized and inventoried in the departments Fire Pro 2 system. This inventory and itemization also included all department radios, SCBA, SCBA bottles and hoses.
- Recruitment for ESS team Members is ongoing. HHFR continues to seek residents interested in assisting with the Emergency Support Services Team.
- Chief Milton continues to prepare applications for 5 grants, administered thought UBCM.

- HHFR will be hosting a WSPP1 -WFF1 Train the Trainer course October 1,2, 2022. HHFR anticipates 3 members on this course with 17 others from around the peace region.
- HHFR has completed annual fire hose testing. Ground ladder testing is scheduled for end August.
- There have been 3 bylaw complaints this reporting period and 2 complaint resolutions this reporting period.

It's a great day to be a Hudson's Hope Firefighter.

Prepared by:

Brackstilla

Brad Milton, Director of Protective Service

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor Dave Heiberg and Council

SUBJECT: **Special Projects – Update Report**

DATE: August 2022

FROM: **Chris Cvik**

Some of the initiatives that I have been remotely working on or recently completed:

- Submitted amended Notice of Work application on November 14, 2021, on the District of Hudson's Hope Gravel Pit License of Occupation extension – awaiting a response. Update: Since the recent Blueberry First Nation successful legal challenge over cumulative impacts, the province has been moving slowly on making any final decisions on applications. UPDATE: No response as of August 16, 2022.
- Testing on Lynx Creek completed.

Upcoming

Assist with CAO as necessary.

Chris Cvik

Ch: Bvik

Ben Waechter LifeCycle Events 10801 Dudley Dr. Hudson's Hope, BC 250-783-0616 lifecevents@gmail.com

Request For Sponsorship.

To the District of Hudson's Hope Mayor and Council:

We are hosting a band on October 5th at The Pearkes Arts & Events Centre. We are planning to run this as a fundraiser for the Peace Valley Arts Society, so they can continue to offer subsidized art and music classes throughout the year. Last year the Arts Society funded a large portion of the costs for all of the music lessons and offered, piano, voice, guitar, and ukulele. They hope to do the same this coming season, and offer a dance class, and potentially a circus camp this fall/winter.

The band (Sweet Alibi) performance fee is \$735.00, as well as three rooms, meals, and the ability to sell merchandise. The Stillwater Inn & Suites has committed to donating 2 of the rooms. If the District of Hudson's Hope is willing to cover a portion, or all of, the performance fee and the last room we would be ever so grateful. The total for the room and the fee would be \$890.00.

We do plan on reaching out to the Lions Club, to see if they want to host a dinner that night. The plan is a "by-donation" event for the community. Any money donated would go directly to the Peace Valley Arts Society, and the bar would cover its costs with any profit going to the Arts Society as well. Although the event is by donation, everyone will be welcome, whether they can donate or not.

About the band:

With their dazzling fourth album *Make A Scene*, Winnipeg combo Sweet Alibi masterfully deliver soulful roots-pop elevated by the luminous vocal harmonies of Jess Rae Ayre, Amber Nielsen, and Michelle Anderson. Produced by Matt Peters and Matt Schellenberg (a.k.a. members of indie-pop squad Royal Canoe who produce under the Deadmen moniker), *Make A Scene* weds rich lyrical themes to wildly accessible songs such as the propulsive "Confetti," which occupied the Top 20 of CBC Radio 2's national chart for an impressive eight weeks, building on previous airplay Sweet Alibi enjoyed on satellite and terrestrial radio. Bassist Alasdair Dunlop and drummer Sandy Fernandez round out the acclaimed Western Canadian Music Award winners, whose *We've Got To* album scored 2014's Roots Duo/Group Recording of the Year. Watch for Sweet Alibi on tour in 2022 and beyond.

To see some examples, or to read more, head to www.sweetalibi.com

Thank you for your time and consideration,

Cheers, Ben Waechter.



August 2, 2022

District of Hudson's Hope Mayor and Council 9904 Dudley Dr. PO Box 330 Hudson's Hope, BC VOC 1VO

Hudson's Hope Fire Department 9904 Dudley Dr. PO Box 330 Hudson's Hope, BC VOC 1VO

Re: Letter of Appreciation for Automatic Aid

Dear Mayor Heiberg, District of Hudson's Hope Council, and Fire Chief Milton,

On behalf of the Peace River Regional District and the Moberly Lake Volunteer Fire Department, I would like to express our gratitude for the support of the Hudson's Hope Fire Department during the time that the Moberly Lake Volunteer Fire Department was out of service due to the break-in in July 2022, which had left the department unable to respond to any calls.

Without the willingness of the District of Hudson's Hope to help and respond should the need arise, the community in the Moberly Lake Fire Protection Area would have been left unprotected and vulnerable.

Once again, thank you sincerely for your dedication and help.

Kind Regards,

Dan Rose

prrd.dc@prrd.bc.ca

Dan Rose,

Electoral Area 'E' Director

diverse, vast, abundant.



August 15, 2022

Re: Upcoming lowering of water levels and clearing in Watson Slough

We're writing to update you on our upcoming work in Watson Slough.

In 2017, the Peace River Regional District requested that we delay clearing Watson Slough until reservoir filling. In response to your request, we reviewed our clearing plans and determined that we could reduce the number of trees to be cleared at that time. As a result, approximately 10 per cent of the trees were cleared in early 2017 leaving approximately 90 per cent of the trees in place until the winter before reservoir filling.

To meet our projected in-service date of 2025, Site C reservoir filling could begin as early as fall 2023, making it time to begin clearing the remaining trees from Watson Slough. We need to remove as many trees as is feasible from the reservoir area, so they do not create a hazard to boats when the reservoir is filled.

We currently anticipate the following schedule of activities:

- September 2022: lowering of the water levels in Watson Slough.
- October 2022 late March 2023: clearing the remaining trees in Watson Slough.

We recognize that wetlands like Watson Slough are important components of ecosystems, providing productive habitats for a wide range of plants and animals, including species at risk. We've partnered with Ducks Unlimited, which has extensive expertise in building and restoring wetlands, to identify more than 500 hectares of wetland compensation opportunities in the Peace Region. A 50-hectare Golata Creek wetland has already been completed and 175 hectares of wetland area are being saved in 2022 by conserving three wetlands that would have been lost had we not intervened.

For more information

Watson Slough

Wildlife and vegetation, including wetland restoration.

Please contact us if you have any questions or would like more information.

Sincerely,

Site C Project Team 1-877-217-0777 sitecproject.com | sitec@bchydro.com

THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council

FROM: Jeanette McDougali, Corporate Officer

DATE: August 22, 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 August 22, 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
 - Hudson's Hope Public Library Association Funding & Service Agreement

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