



**DISTRICT OF HUDSON'S HOPE
AGENDA - REGULAR COUNCIL MEETING**

Council Chambers
November 27, 2023
6:00 pm

First Nations Acknowledgement

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

1. Call to Order:

2. Dedication Page:

3. Delegations:

D1 KPMG

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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 – November 14, 2023

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8. Business Arising from the Minutes:

9. Public Hearing:

10. Staff Reports:

SR1 RFD 2024 Council Policy Review

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SR2 RFD 2023 Financial Assistance Grant Allocations

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SR3	RFD Northern Development Local Government Internship Program	Page 38
SR4	RFD Love Hudson's Hope	Page 45
SR5	RFD Northern Development Grant Writing Support Services Program	Page 56
SR6	RFD Temporary Commercial Use Permit – Valerie Paice	Page 63
SR7	RFD EV Charging Stations	Page 80
SR8	Recreation November Report	Page 103
SR9	Corporate Officer November Report	Page 105
SR10	Public Works November Report	Page 107
SR11	Protective Services November Report	Page 109
SR12	Items Previously Released	Page 111

11. Committee Meeting Reports:

CR1	Sub-Committee for Recreation Facilities	Page 112
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12. Bylaws

BL1	Election and Assent Voting Bylaw No. 940, 2023	Page 130
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13. Correspondence:

C1	Public Access to the Berm and OCP	Page 147
C2	Hourly Rental Space for Not-For-Profit Organizations	Page 152
C3	2024 COFI – Convention – Council of Forest Industries	Page 153
C4	BC/ Yukon Command of the Royal Canadian Legion – 19 th Annual Service Recognition Book	Page 155

14. Reports by Mayor & Council

15. Old Business:

DIARY	Diarized
» Commercial Water Rate Increase-annual budget Consideration	2019

» ATV Campground – Naming / Memorial Plaque	2022
» Council Remuneration Policy	2023
» Indigenous Cultural Safety and Cultural Humility Training Grant	2023

16. New Business:

17. Public Inquiries:

18. In-Camera Session

ICSR Notice of Closed Session – November 27, 2023

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19. Adjournment

PS 3280 Asset Retirement Obligations

November 15, 2023

Agenda

Overview of PS 3280 accounting standard

Auditing the implementation journey



Overview of PS 3280 accounting standard

Scope of PS 3280

- PS 3280 includes:
 - Asset retirement obligations (“ARO”) associated with tangible capital assets (“TCA”) controlled by an entity.
 - Legal obligations, including an obligation created by promissory estoppel.
 - Includes solid waste landfill closure and post-closure liability (withdrawal of PS 3270 guidance).
 - ARO associated with TCA that are in productive use and those that are no longer in productive use.
- Effective for fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.

Scope of PS 3280

Common asset retirement obligations

- Buildings with asbestos
- Lead paint
- Polychlorinated biphenyl (PCBs) and other hazardous waste
- Fuel storage tanks
- Radiologically contaminated equipment (e.g. x-ray machine, MRI machine)
- Wastewater or sewage treatment facilities and lagoons
- Reclamation, closure and post-closure obligations associated with mining activities
- Closure and post-closure obligations associated with landfills
- End of lease costs
- Reforestation of land subject to timber lease

Exclusions from PS 3280

- Routine replacement of assets
- Improper use of assets
- Unexpected events
- Alternative uses for assets
- Waste and by-products
- Costs that arise solely from a plan to sell the asset

Recognition

- A liability should be recognized when, as at the financial reporting date, all of the following criteria are satisfied:
 - There is a legal obligation to incur retirement costs in relation to TCA;
 - The past transaction or event giving rise to the liability has occurred;
 - It is expected that future economic benefits will be given up; and,
 - A reasonable estimate of the amount can be made.

Transition method

Retroactive

- Requires the use of historical assumptions and discount rates.
- Restatement or no restatement of prior years.
- Applies to “events and transactions from the date of origin of such items.”
- Cumulative adjustment for impact through accumulated surplus.

Prospective

- Recognize retirement obligations where the event giving rise to the obligation occurred:
 - On or after April 1, 2022
 - Prior to April 1, 2022, but the obligation has not been previously recognized or requires adjustment.
- Key question – How many TCA which are no longer in productive use have a retirement obligation? These are expensed in the year PS 3280 is implemented.

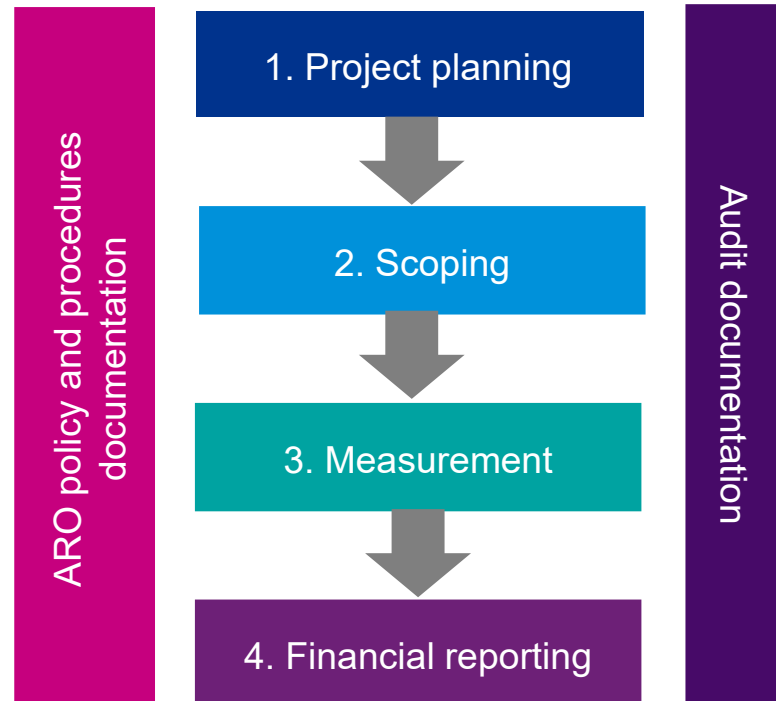
Transition method

Modified retroactive

- Does not require the use of historical assumptions and discount rates.
- Assumptions based on current information at the beginning of the year of implementation.
- Cumulative adjustment for impact through accumulated surplus.
- Province of British Columbia has selected this method for its financial statements, including its consolidated entities.

Auditing the implementation journey

Implementation journey



Project planning



Project team formed



Project plan developed



ARO policy or guideline developed



Awareness presentations to senior management / governance bodies



Workshops conducted with internal stakeholders



Audit documentation developed

Audit considerations:

- Is the project team cross-functional? Does it include individuals with the expertise / skills required for the project?
- Where specific expertise / skills are missing from the project team, does the client plan to hire external expertise?
- Has the client identified who is responsible for each project task?
- Has the client identified who is providing oversight over the project?
- Is the project plan complete?
- Are the project timelines reasonable?
- Does the plan include auditor involvement in each phase at key milestones?
- Is the ARO policy or guideline development beginning early on in the project?
- How will information gathered from the project be captured and stored?

Project planning – How is it relevant to the audit?

- Risk assessment:
 - Has the client identified all the required steps in the implementation?
 - Does the project team have the knowledge and skills they need to properly identify and measure ARO?
- Timelines indicate when the auditor can get involved.
 - Ensure there's a buffer, especially for measurement.
- Set expectations for audit documentation up-front.
 - Client memo explaining implementation process, including key decisions, significant judgments, assumptions, findings, etc. – Critical that this is client prepared.
 - Listings of TCA, contaminated sites, agreements.
 - Asbestos and hazardous materials inventories.
 - Supporting documentation for cost estimates.
 - Spreadsheets showing the calculation of the ARO, amortization and accretion.
 - Copy of the journal entries recorded.

Scoping

- Scoping is key to ensuring completeness of the ARO.
- Various approaches are being used in practice – Departments, type of asset
- Essential to use a complete assets list (e.g. TCA, contaminated sites).
- Use risk-based assumptions.
- Focus on information available at the financial statement date.
- Level of depth in analysis will be impacted by extent of TCA componentization.
- Document assumptions, decisions and findings.

General approach used by clients

1. Inventory all TCA / sites.
2. Identify applicable regulations or legal requirements.
3. Create retirement obligation profiles.
4. Define risk assessment approach.
5. Undertake risk assessment / analysis.

Scoping



Key asset types in scope for PS3280 identified



Specific assets assessed on a risk-basis

Audit considerations:

- Is the TCA listing complete (i.e. reconciles to the financial statements)?
- Have similar assets (e.g. types, risks) been grouped together? Is additional aggregation or disaggregation needed?
- Have both productive and non-productive assets been considered?
- Has the appropriate level of depth been applied? If componentization is used for TCAs, AROs will need to go to the same depth.
- Have all relevant legal acts, regulations, etc. been identified?
- Is the client using all available information sources and appropriately extrapolating information based on risks / asset types where information is missing?
- Has analysis been performed over agreements (e.g. leases, right of ways, etc.) and TCA controlled on the entity but not recorded in the financial statement?

Scoping – Audit considerations

- Challenges with auditing completeness of a liability.
- Clients need to demonstrate that they have exercised sufficient due diligence in identifying all ARO.
 - TCA and contaminated sites listing
 - Inquiries with internal experts and asset managers
 - Agreements
 - Non-finance documentation / listings such as, asbestos inventories, hazardous materials listings, etc.
- Identifying relevant laws and regulations is challenging for Finance teams.
 - Inquire with experts who have specialized knowledge / educational background that is relevant to the assets.
 - Canada Environmental Protection Act
 - Environment Assessment Act
 - Water Sustainability Act
 - Consider past asset retirement projects.
 - Cross-comparisons between similar entities / departments.

Measurement

- Best estimate should include costs directly attributable to asset retirement activities, such as:
 - Payroll and benefits
 - Equipment and facilities
 - Materials
 - Legal and other professional costs
 - Overheard costs
- Include post-retirement operations, maintenance and monitoring that are an integral part of the retirement of the TCA.
- Include cost of TCA acquired as part of the asset retirement activity if it has no alternative use.
- Use the best available information at the financial reporting date to form management's best estimate.

Measurement

- External assessments by engineers / consultants are not required except potentially where there are significant / material ARO and the data is inadequate.
- Examples of other cost sources:
 - Internally developed cost estimates.
 - Quotes from vendors.
 - Costs of similar retirement activities incurred previously.
 - Costs of similar retirement activities incurred by other entities.
- Consider:
 - Discounting and discount rates
 - Inflation
 - Relevance of cost data in current market conditions
 - Geographic comparability
 - Nature and location of contaminants being remediated
 - Asset-specific factors
- Useful lives of TCA are a key issue for many organizations.

Measurement – Audit considerations

- Use of experts
 - Client will have internal experts (e.g. asset managers, environmental specialists) and external experts (e.g. engineers contracted to perform an asbestos study).
 - Understand the subject matter of the work.
 - Assess competencies and capabilities.
 - Assess objectivity, especially for external experts.
 - Extent of audit work depends on:
 - Significance of expert's work
 - Risk of material misstatement related to the subject matter of the expert's work
 - Level of knowledge, skill and ability of the expert.
 - Ability of the entity to significantly affect the specialist's judgments.

Thank you



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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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REGULAR COUNCIL MEETING
District Office – Council Chambers
November 14, 2023, 6:00 P.M.

Present: Mayor Travous Quibell
Councillor Debbie Beattie
Councillor Tashana Winnicky
Councillor KK Charlesworth
Councillor Tina Jeffrey

Absent: Councillor James Cryderman (with notice)

Staff: Chief Administrative Officer, Crystal Brown
Corporate Officer, Andrea Martin
Director of Protective Services, Fred Burrows
Director of Public Works, Robert Dauphinee

Delegations: Bill Lindsey, Beattie Park Clock Committee
Fay Lavallee, Beattie Park Clock Committee

Other: There were ten community members in the gallery.

1. CALL TO ORDER

The meeting was called to order at 6:00 pm with Mayor Quibell presiding.

RESOLUTION NO. 201/2023

M/S Councillors Beattie / Winnicky

That Council vary the agenda to deal with Item No. 9 - PH1(Public Hearing - Temporary Commercial Use Permit – Valerie Jeanne Paice)

CARRIED

9. PUBLIC HEARING

A Public Hearing was Called to Order at 6:02 pm for the purpose of providing the public with an opportunity to provide feedback on the proposed Temporary Commercial Use Permit.

The Public Hearing was adjourned at 6:16 pm.

The Regular Council Meeting of Council was reconvened at 6:16 pm.

2. DEDICATION PAGE

3. DELEGATIONS

M1

D1 BEATTIE PARK CLOCK COMMITTEE

Bill Lindsay introduced the Beattie Park Clock Committee to Council and provided a brief overview of the Committee's research. The Committee presented examples of two US-based companies that manufacture four-faced park clocks, and a broad price range. The Committee is seeking direction from Council on whether to proceed with the investigation and if a Council member could be a part of the Committee.

4. NOTICE OF NEW BUSINESS

- NB1 Mayor Quibell - D2 - Delegation – Beattie Park Clock Committee
- NB2 Mayor Quibell - Hope For Health – Letter of Support
- NB3 Councillor Beattie – Verbal Update on Go Fund Committee

5. ADOPTION OF AGENDA BY CONSENSUS

6. DECLARATION OF CONFLICT OF INTEREST

Councillor Jeffrey declared a conflict of interest for Item C1 – Breakfast With Santa.

7. ADOPTION OF MINUTES

M1 SPECIAL COUNCIL MINUTES OCTOBER 18, 2023

RESOLUTION NO. 202/2023

M/S Councillors Beattie / Jeffrey

That the minutes of the October 18, 2023, Special Council Meeting be adopted as presented.

CARRIED

M2 RESOLUTION NO. 203/2023

M/S Councillors Jeffrey / Winnicky

That the minutes of the October 23, 2023, Regular Council Meeting be adopted as amended – C3 Gas Transmission Project October 23, Prince Rupert was spelled incorrectly.

CARRIED

8. BUSINESS ARISING FROM THE MINUTES

BR1 D2 GARDEN OF THE PEACE CEMETERY – MARILYN MIDDLETON REQUEST FOR CEMETERY RECORDS

As per the *Cemetery and Funeral Services Act (ACT)*, records obtained by an Operator under the authority of the *ACT* must keep confidential all facts, information and records obtained. Further, the *Freedom of Information and Protection of Privacy Act*, prohibits the use of personal information other than for the purpose it was collected.

C2 FRIENDS OF HUDSONS HOPE – REQUEST FOR FINANCIAL SUPPORT

Staff updated Council that there is \$6,868 unallocated in the 2023 Financial Assistance Grant Fund.

RESOLUTION NO. 204/2023

M/S Councillors Winnicky / Jeffrey

That Council authorize staff to contact the Friends of Hudson's Hope and request that submit a grant application for financial assistance for Council's consideration at future Council Meeting.

CARRIED

C6 REQUEST FOR ARENA RENTAL DONATION

Staff updated Council that the District of Hudson's Hope Fees and Charges Bylaw No. 915, 2020, will need to be amended to allow the fees to be waived for the purpose of hosting a Powwow from June 27, 30, 2023. A report will be brought to a future Council Meeting for future consideration.

10. STAFF REPORTS

RESOLUTION NO. 205/2023

M/S Councillors Beattie / Winnicky

That Council vary the agenda to deal with Item No. 10 – SR6 (Temporary Commercial Use Permit Application)

CARRIED

SR6 TEMPORARY COMMERCIAL USE PERMIT APPLICATION

RESOLUTION NO. 206/2023

M/S Councillors Jeffrey / Winnicky

That Council receives the report titled "Temporary Commercial Use Permit (TCUP) Application", dated November 14, 2023, for discussion.

CARRIED

RESOLUTION NO. 207/2023

M/S Councillors Winnicky / Beattie

That Council refers report titled "Temporary Commercial Use Permit Application", dated November 14, 2023, to staff to determine if Council can receive additional information following the close of the Public Hearing; further, that the information be brought forward to the November 27, 2023, Council Meeting.

CARRIED

SR1 BILL 31 – EMERGENCY AND DISASTER MANAGEMENT ACT

RESOLUTION NO. 208/2023

M/S Councillors Winnicky / Jeffrey

That Council receives the report titled “Bill 31 - *Emergency and Disaster Management Act*”, dated November 2, 2023, for discussion.

CARRIED

RESOLUTION NO. 209/2023

M/S Councillors Jeffrey / Charlesworth

That Council authorize a letter to the Minister of Emergency Management and Climate Readiness and the Premier of British Columbia, requesting more time to comment on the proposed regulations for the new *Emergency and Disaster Management Act*; further, that a written submission be submitted as part of the Province’s Engagement Process, highlighting the challenges that smaller municipalities have in terms of capacity, funding, and resourcing required to complete this work.

CARRIED

SR2 CODE OF CONDUCT FOR COUNCIL

RESOLUTION NO. 210/2023

M/S Councillors Jeffrey / Winnicky

That That Council receive the report titled “Code of Conduct for Council” dated November 14, 2023, further, that Council authorizes the development of a draft Code of Conduct for Council that follows the “Model Code of Conduct Policy” and Companion Guide produced by the Working Group on Responsible Conduct; and further, that the draft Code of Conduct be discussed at a future Committee of the Whole Meeting.

CARRIED

SR3 2024 NCLGA MEMBERSHIP RENEWAL AND CONFERENCE AUTHORIZATION

RESOLUTION NO. 211/2023

M/S Councillors Winnick / Jeffrey

That Council receives the report titled “2024 NCLGA Membership Renewal and Conference Authorization”, dated November 14, 2023, further, that Council renews their 2023 -2024 North Central Local Government Association Membership and authorize payment in the amount of \$1,081.91; and further, that Council authorizes that conference registration, travel arrangements and hotel rooms be booked for all Council Members interested in attending the North Central Local Government Association Annual General Meeting and Conference being held in Smithers from May 13 - 16, 2024.

CARRIED

SR4 NDIT GRANT APPLICATION – BUSINESS FAÇADE IMPROVEMENT PROGRAM

RESOLUTION NO. 212/2023

M/S Councillors Jeffrey / Beattie

That Council receives the report titled “NDIT Grant Application – Business Façade Improvement Program”, dated November 14, 2023; further, that Council supports the application to Northern Development Initiative Trust from the District of Hudson’s Hope and Hudson’s Hope Business Association for a grant of up to \$20,000 from the Business Façade Improvement program; and further, that Council approves the “District of Hudson’s Hope Business Facade Improvement Program 2024 Guidelines”.

CARRIED

SR5 CHRISTMAS EVE AND NEW YEAR’S EVE OFFICE HOURS

RESOLUTION NO. 213/2023

M/S Councillors Beattie / Winnicky

That Council receives the report titled “Christmas Eve and New Year’s Eve Office Hours”, dated November 14, 2023, further, that Council authorizes the District of Hudson's Hope Office and Public Works to close at noon on Friday, December 22, 2023, and Friday, December 29, 2023, in lieu of Christmas Eve and New Year’s Eve.

CARRIED

11. COMMITTEE MEETING REPORTS

12. BYLAWS

BL1 ELECTION AND ASSENT VOTING BYLAW NO. 940, 2023

RESOLUTION NO. 214/2023

M/S Councillors Charlesworth / Beattie

That Council receive the report titled “Election and Assent Voting Bylaw No. 940, 2023” dated November 14, 2023; further, that Council give “Election and Assent Voting Bylaw No. 940, 2023” first and second reading.

CARRIED

RESOLUTION NO. 215/2023

M/S Councillors Jeffrey / Beattie

That Council give “Election and Assent Voting Bylaw No. 940, 2023” third reading.

CARRIED

13. CORRESPONDENCE

C1 HUDSON’S HOPE BREAKFAST WITH SANTA – REQUEST FOR DONATION

Councillor Jeffrey stepped out of the room at 7:14pm for a declared Conflict of Interest.

RESOLUTION NO. 216/2023

M/S Councillors Winnicky / Beattie

That Council receives the "Hudson's Hope Breakfast with Santa -Request for Donation" from BC Hydro Social Club; further that Council authorizes that the rental fee for the Hudson's Hope Community Hall be donated for the Breakfast with Santa, contingent upon receiving a \$350.00 damage deposit and proof of Liability Insurance.

CARRIED

Councillor Jeffrey returned at 7:17 pm.

C2 NORTHERN TRAILS HERITAGE SOCIETY'S CHRISTMAS PROGRAM

That Council receives the "Northern Trails Heritage Society's Christmas Programs letter" from the Northern Trails Heritage Society, dated November 6, 2023, for Information.

C3 HOUSE OF HOPE COMMUNITY CHURCH – LETTER OF SUPPORT

RESOLUTION NO. 217/2023

M/S Councillors Charlesworth / Winnicky

That Council authorize Robin Milliken to speak on behalf of the House of Hope Church.

CARRIED

RESOLUTION NO. 218/2023

M/S Councillors Beattie / Jeffrey

That Council receive the "House of Hope Community Church Letter of Support Request"; further, that Council authorize that a letter of support be provided to the House of Hope Community Church for their grant application to the Northern Development Initiative Trust for a grant of up to \$10,000 from the BC Hydro GO to host a community tent revival weekend in the fall of 2024.

CARRIED

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

C1 ELLIS CRESCENT SPEED REVIEW

RESOLUTION NO. 219/2023

M/S Councillors Winnick / Jeffrey

That Council receives the report titled "Ellis Crescent Speed Review" dated November 14, 2023; further, that Council authorizes that staff review the speed limits concerning Ellis Crescent and Paquette Avenue where they intersect or run parallel to the Hudson's Hope Elementary and Secondary School grounds or District of

Hudson's Hope owned playgrounds to determine if the speed limit should be reduced from 50 km/hour to 30 km/hour based on the following guidelines:

- a) Guidelines for application and implementation of speed zones around school and playground zones, and
- b) Canadian guidelines for establishing posted speed limits.

CARRIED

RESOLUTION NO. 220/2023

M/S Councillors Winnicky / Beattie

That Council authorize the submission of a grant application to the British Columbia Vision Zero in Road Safety for Vulnerable Road Users Program, for a grant up to \$20,000, to be used to improve and repair safety signage in the District of Hudson's Hope.

Amendment:

RESOLUTION NO. 221/2023

M/S Councillors Winnicky / Beattie

That Council amend the motion by including to investigate, gather data, and improve road safety conditions.

CARRIED

Motion as Amended:

RESOLUTION NO. 222/2023

M/S Councillors Winnicky / Beattie

That Council authorize the submission of a grant application to the British Columbia Vision Zero in Road Safety for Vulnerable Road Users Program, for a grant up to \$20,000, to be used improve and repair safety signage, and to investigate, gather data, and improve road safety conditions, in the District of Hudson's Hope.

CARRIED

15. OLD BUSINESS

OB1 HUDSON'S HOPE HOUSING SOCIETY – LAND TRANSFER AGREEMENT

Staff updated Council that the Hudson's Hope Housing Society Land Transfer Agreement had been updated to removed s. 6.2 (a) & (b). The Society has contacted staff stating that they were under the impression that all of Section 6 would be removed. Staff will inform the Society that if they would like to have section 6 removed in its entirety, then they are to provide that request to Council.

16. NEW BUSINESS

NB1 HOPE FOR HEALTH – LETTER OF SUPPORT

RESOLUTION NO. 223/2023

M/S Councillors Winnicky / Beattie

That Council authorize that a letter of support be provided to Hope of Health for their grant application to the Northern Development Initiative Trust for a grant of up to

\$10,000 from the BC Hydro GO to hold its second annual Community Wellness Conference in 2024.

CARRIED

NB2 D2 – BEATTIE PARK CLOCK COMMITTEE

RESOLUTION NO. 224/2023

M/S Councillors Winnicky / Beattie

That Council discuss the delegation from the Beattie Park Clock Committee and their request for Council support for the purchase and placement of a clock at Beattie Park.

CARRIED

RESOLUTION NO. 225/2023

M/S Councillors Beattie / Jeffrey

That Council authorize that the funding in the amount of \$5,000 for the Beattie Park Clock purchase be carried over to the 2024 Financial Plan; further, that Council considered additional funding during the 2024 budget discussions.

CARRIED

Council discussed that Councillors Charlesworth and Beattie will remain in contact with the Beattie Park Clock Committee and report any new findings.

NB3 - COUNCILLOR BEATTIE – VERBAL UPDATE ON THE BCHYDRO GO FUND COMMITTEE

RESOLUTION NO. 226/2023

M/S Councillors Beattie / Jeffrey

That Council appoint Greta Goddard to the BC Hydro Go Fund Committee.

CARRIED

17. PUBLIC INQUIRIES

PI1 WENONAH ROSENBERGER – PUBLICIZING EVENTS IN HUDSON'S HOPE

Ms. Rosenberger reiterated that Daylight Saving Time was adopted to allow for more hockey to be played during winter months.

PI2 JOSEPH KING – PEACE VALLEY GOSPEL MEETING SPACE

Mr. King inquired with Council regarding potential options where his parish members could meet on Sundays. Mayor Quibell suggested that Mr. King should speak to the Lions Club to use their meeting room in the Community Hall. Additionally, Councillor Beattie recommended that Mr. King should contact Silver Willow to inquire about the large space available in the basement of their facility.

18. IN-CAMERA SESSION

ICSR1 NOTICE OF CLOSED SESSION – NOVEMBER 14, 2023

RESOLUTION NO. 227/2023

M/S Councillors Jeffrey / Winnicky

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

- **Agenda Items ICM1 and ICM2** - *Community Charter* Section 90(1)(b), closed meeting minutes,
- **Agenda Item ICC1** - *Community Charter* Section 90(1)(j), information prohibited from disclosure.

CARRIED

19. ADJOURNMENT

Mayor Quibell reconvened the open meeting to the public and adjourned at 9:20 pm.

CERTIFIED A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF COUNCIL HELD TUESDAY, NOVEMBER 14, 2023.

Travous Quibell, Mayor

Andrea Martin, Corporate Officer



PUBLIC HEARING
PROPOSED TEMPORARY COMMERCIAL USE PERMIT
November 14, 2023
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 6:02 pm and read the Statement of Public Hearing regarding the proposed Temporary Commercial Use Permit. The intent of the proposed Temporary Commercial Use is to allow for the property currently zoned for RU2 Zone: Rural Agriculture to M2 Zone: Light Industrial (Un-Serviced) to allow for an industrial laydown yard.

PID: 014-825-597, Block B Part NW 1/4 of District Lot 1202 Peace River Land District

There were 3 written submissions from residents within the 100-meter radius around the property who are opposed to the Application. The Corporate Officer read aloud the comments.

Verbal Submissions:

1. Darrin Nelson – 4364 Beryl Prairie Road – Concerned Neighbour
 - Not enough information,
 - Drew Road is too narrow to accommodate large commercial vehicles,
 - What are the hours of operation,
 - Who will maintain the road,
 - Noise carries at this location.
2. Val Paice – 4401 Beryl Prairie Road – Application Holder
 - Says there will be traffic control.
3. Shelly Todd – 4364 Beryl Prairie Road – Concerned Neighbour
 - Not enough information.
 - Small grandchildren.
 - Peace and quiet enjoyment of their property disrupted.

Mayor Quibell questioned Val Paice if she had obtained any contracts signed with respect to road maintenance and/ or widening of the road. Ms. Paice replied that she had not.

The Mayor adjourned the Public Hearing at 6:16 pm.

Travous Quibell, Mayor

Andrea Martin, Corporate Officer



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Crystal Brown

RFD TITLE: 2024 Council Policy Review

RECOMMENDATION:

That Council receive the report titled "2024 Council Policy Review" dated November 27, 2023; further, that Council initiates a review of all District of Hudson's Hope's policies to ensure that the policies reflect the current direction of Council.

BACKGROUND:

A review of the District of Hudson's Hope's (District) Policies will provide Mayor and Council with an opportunity to ensure their policies are current and reflects alignment with Council priorities.

A Council Policy is a plan or course of action, intended to influence and determine decisions, actions, and other matters that have an intended effect. Generally, a Council Policy is:

- Approved by Council and guides Council decisions;
- Conveys a common understanding of Council's strategic direction;
- Related to the District's governance, programs and services;
- Impacts the community;
- Is within Council's jurisdiction; and
- Guides decisions to achieve consistent outcomes and interpretation.

DISCUSSION:

If approved, staff will develop a list of all District of Hudson's Hope policies and request that Council identify from the list of policies which ones they would like to have reviewed in 2024, together with their reasons for bringing each of them forward. In addition to Council, staff will also be identifying policies for review and will be identifying areas for policy creation.

Each month, during a Committee of the Whole Meeting, staff will present two to five policies to Council for consideration. The options will be to reaffirm the policy, to amend or repeal the policy, or to refer the policy to staff for further information.

FINANCIAL CONSIDERATIONS:

None at this time.

ALTERNATIVE OPTIONS:

1. That Council receive the report titled “2024 Council Policy Review” dated November 27, 2023, for discussion.
2. That Council receive the report titled “2024 Council Policy Review” dated November 27, 2023; further, that Council establishes a Select Committee for the purpose of reviewing the District of Hudson’s Hope policies and recommending new policies.
3. That Council provide further direction.

Prepared by:

Crystal Brown

Crystal Brown, CAO



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Crystal Brown

RFD TITLE: 2023 Financial Assistance Grant Allocations

RECOMMENDATION:

That Council receive the report titled "2023 Financial Assistance Grant Allocations" dated November 27, 2023; further, that Council authorizes that the grant in the amount of \$7,250 to the Hudson's Hope Radio Amateur Club for the Signal Hill Revitalization Project be carried forward to the 2024 Financial Plan; and further, that the grant in the amount of \$17,351 to the Hudson's Hope Lions Club for the mobile kitchen trailer be carried forward to the 2024 Financial Plan.

BACKGROUND:

The District of Hudson's Hope (District) provides grants and financial assistance to registered Non-Profit Societies that provide beneficial programs, services, or projects to the community. Financial assistance includes grant funding and the donation of time, facilities, and District inventory, such as tents, tables, and chairs.

On April 11, 2023, Council passed the following recommendation:

MOVED, SECONDED, and CARRIED

That Council approve a grant for the Hudson's Hope Radio Amateur Club in the amount of 50% of the asking request being \$7,250 on the condition that the club secure the remaining 50% from other sources.

On April 24, 2023, Council passed the following recommendation:

MOVED, SECONDED, and CARRIED

That Council approve a grant-in-aid to the Hudson's Hope Lions Club to purchase a Turnkey 16 Foot Kitchen Trailer, for the remaining amount out of the 80% of funds set out for grants-in-aid to be allocated based on a requirement that they raise the remaining amount of money required and that they present a policy to Council on how they will operate this project.

DISCUSSION:

The Financial Assistance Grants awarded to the Hudson's Hope Radio Amateur Club and the Hudson's Hope Lions Club were contingent on the groups securing additional funds. The Financial Assistance Grant Policy is silent on whether the funds must be spent in the calendar year that they were approved or if the unused grant allocations can be carried forward to the next fiscal year.

FINANCIAL CONSIDERATIONS:

Based on the District's Financial Assistance Grant Policy, in the 2023 Financial Plan, 10% of the annual municipal residential tax revenue for financial assistance grants, which amounted to \$38,839.42. Of this amount, Council approved a total of \$31,421 in grants based on the following breakdown:

Hudson's Hope Fall Fair Society	Porta Potties and Facility Rental	\$970
Hudson's Hope Radio Amateur Club	Signal Hill Revitalization Project	\$7,250
Hudson's Hope Figure Skating Club	Jumping Harness Purchase	\$3,000
Hope for Health Society	The Dam Run	\$2,500
Hudson's Hope Lions Club	Mobile Kitchen Trailer	\$17,351
Hudson's Hope Archery Club	Archery Competition Shoot	\$350
Hudson's Hope Minor Soccer	Soccer Tournament	
Total		\$31,421

ALTERNATIVE OPTIONS:

1. That Council receive the report titled "2023 Financial Assistance Grant Allocations" dated November 27, 2023, for discussion.
2. That Council provide further direction.

ATTACHMENTS

1. [Financial Assistance Grant Policy](#)

Prepared by:

Crystal Brown

Crystal Brown, CAO



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Crystal Brown

RFD TITLE: Northern Development Local Government Internship Program

RECOMMENDATION:

That Council receives the report titled “Northern Development Local Government Internship Program” dated November 27, 2023; further, that Council authorizes the submission of a grant application to Northern Development Initiative Trust for a grant of up to \$50,000 to host an Intern under the Local Government Internship Grant Program for a 12-month period; and further, that Council commits to providing sufficient financial and staffing resources to host an Intern and to provide training and professional development opportunities for the Intern.

BACKGROUND:

The Local Government Internship program provides grant funding for local governments within Northern Development’s service area to assist with the cost of hosting a local government Intern for a 12-month period. The program is expected to provide Interns with the knowledge and experience they need to take the next step in a fulfilling and satisfying career and the contacts to obtain a permanent position within local government.

Recruitment can be challenging for northern communities. The Internship program is one way to expand recruitment options for the District of Hudson’s Hope (District). The Internship program objectives include:

- Provide a high level of professional development and hands-on training to help prepare recent graduates with the skills, experience, and connections needed to propel their career forward,
- Provide post-secondary graduates with insight into the wide range of careers available within local and Indigenous governments,
- Support capacity building and succession preparation,
- Promote career development, advancement opportunities, and quality of life in Northern BC, and
- To help Interns develop competencies essential to local government administration.

SR3

DISCUSSION:

Internship opportunities are not intended for positions otherwise covered by collective agreements. If successful, the District's Intern would report to the Corporate Officer and be tasked with various projects, including Council Meeting agenda preparation and minutes, communication support, policy and bylaw review and development, Grant writing, and records management.

Local governments interested in hosting an Intern must submit their completed application package via the online application system by 11:59 PM on December 15, 2023. If the District successfully obtains an Intern, the Intern will participate in orientation with Northern Development in early May 2024 and then transition to the District for the remainder of the 12-month placement.

FINANCIAL CONSIDERATIONS:

If successful, the Intern will be paid \$45,000 plus benefits. As per the funding criteria of the NDIIT grant, local government Interns receive compensation funded jointly by Northern Development and the host local government. Compensation is as follows:

- The Intern will receive a base salary of \$45,000 for the 12-month placement - Northern Development funds up to \$35,000 of the salary and \$10,000 from the local government.
- A minimum vacation entitlement of 10 days over the 12-month term or 4% vacation pay is required.
- In addition to base salary, the local government must pay mandatory employment-related costs (such as CPP, EI, WCB) in addition to the salary and may choose to offer additional benefits (medical, dental, etc.) to the Intern.
- Northern Development provides a \$5,000 allowance to support registration and travel costs related to training and professional development for the Intern.
- Participation in the Municipal Administration Training Institute (MATI) Foundations course is a requirement of the Internship. Northern Development will pay the MATI registration fee from the \$5,000 training allowance.
- The remaining balance of the training allowance can support further training and professional development opportunities identified by the host local government.
- Up to \$10,000 as a housing allowance may be provided for Interns who have a monthly rent greater than \$1,000. Eligible Interns are to apply for the housing allowance to Northern Development. If approved, the District will be paid upfront by the District and reimbursed by Northern Development at the end of the placement.

If approved by Council, staff will include \$60,000 (45,000 for wages, \$10,000 for living allowance, and \$5,000 for training) plus roughly 12% for MERC benefits in the 2024 Financial Plan to cover the upfront costs of the Intern and will recover up to \$50,000 at the end of the term (2025 budget).

ALTERNATIVE OPTIONS:

1. That Council receives the report titled “Northern Development Local Government Internship Program” dated November 27, 2023, for information.
2. That Council provide further direction.

ATTACHMENTS:

1. NDIT – Local Government and Indigenous Government Internship Host Application Guide

Prepared by:

Crystal Brown

Crystal Brown, CAO

Program Overview

Northern Development provides grant funding for municipalities, regional districts, and Indigenous governments* within [Northern Development's service region](#) to host and mentor an intern for a 12-month period starting in May.

*Note: Tribal councils and wholly owned economic development corporations are eligible to apply.

Program Objectives

The local government internship and Indigenous government internship program objectives are:

- Provide a high level of professional development and hands-on training to help prepare recent graduates with the skills, experience and connections needed to propel their career forward
- Provide post-secondary graduates with insight into the wide range of careers available within local and Indigenous governments
- Support capacity building and succession preparation in local and Indigenous governments in Northern B.C.
- Accelerate operational learning and permanent career placement in local government and Indigenous government in Northern B.C.
- Allow for the flexibility of learning experiences where local and Indigenous governments wish to jointly offer a placement for an intern
- Promote career development, advancement opportunities and quality of life in Northern B.C.

Host Eligibility and Criteria

All municipalities, regional districts and Indigenous governments located within the [Northern Development's service region](#) are eligible to apply to host an intern and may apply either as a single applicant, or as a joint applicant with another local or Indigenous government.

Host applications for the internship programs will be assessed to ensure the following criteria is met.

- Ability to meet required financial contributions (see "funding terms")
- Strong, organizational commitment to the vision and goals of the internship program
- Strong working relationships exist between administrative staff and elected leadership
- Dedicated senior member of staff has agreed to serve as the mentor throughout the internship, to provide mentoring, training and professional development opportunities to the intern. An alternate mentor has been identified in case of prolonged absence from primary mentor
- A demonstrated willingness to provide training in and exposure to, a range of local or Indigenous government duties and responsibilities (as outlined in proposed work plan)

Internship opportunities are not intended to be for positions covered by collective agreements. Host local and Indigenous governments are responsible for undertaking consultation with their respective unions, if applicable, to clarify the objectives of this program.

Successful Host Requirements

Host local and Indigenous governments that are selected and approved are required to:

- Participate in the recruitment, interview, and selection process of intern candidates (see “Key Dates”)
- Provide a copy of the signed employment agreement (using Northern Development’s template) to Northern Development
- Sign a contract with Northern Development outlining the agreement of the grant and its terms
- Provide ongoing mentorship, training and professional development opportunities to the intern
- Participate in quarterly host government connection calls
- Conduct meeting between host and intern prior to start of placement to provide overview of next steps, need to know information and community intel
- Facilitate onsite orientation for intern at start of placement
- Authorize the intern to participate in Northern Development’s internship orientation
- Conduct performance evaluations with the intern
- Complete reporting (See “Reporting”)

Funding Terms

Local and Indigenous governments approved as host governments under the internship program receive a grant to support with the cost of hosting an intern for a 12-month period. Interns receive compensation funded jointly by Northern Development and the host governments. Compensation is as follows.

- The intern will receive a base salary of \$45,000 for the 12-month placement. A minimum of 10 days vacation over the 12-month term or 4% vacation pay is required.
- The host government must pay mandatory employment related costs (MERCs) (such as CPP, EI, WCB, EHT) and may choose to offer additional benefits (medical, dental, etc.) to the intern.
 - Local government hosts receive up to \$35,000 through the grant towards the salary of the intern.
 - The host local government is required to pledge a minimum financial contribution of \$10,000 towards the salary of the intern.
 - Indigenous government hosts receive up to \$45,000 through the grant towards the salary of the intern.
- \$5,000 is to be paid by the host to support registration and travel costs related to training and professional development for the intern.
 - Local government internships require participation in the Municipal Administration Training Institute (MATI) Foundations course. Northern Development will pay the MATI registration fee directly. The remaining balance is to be used to support further training and professional development opportunities, which Northern Development will reimburse to the local government in accordance with reporting (excluding GST)
 - Indigenous government hosts are required to pledge a minimum financial contribution of \$5,000 towards training and professional development opportunities
- Up to \$10,000 may be provided as a housing allowance (see “Housing Allowance”)

Housing Allowance

Local and Indigenous government interns may be provided a housing allowance of up to a maximum of \$10,000 to support with the cost of rent. Interns who have a monthly rent greater than \$1,000 are eligible to apply to the housing allowance and if approved, will be provided the difference in excess of \$1,000. (i.e.: if the cost of rent is \$1,300, the intern would be eligible for \$300 monthly up to a maximum of \$10,000 over the 12-month term).

To apply, the intern will be required to e-mail a copy of the signed tenancy agreement and receipts as required, to the Northern Development for review and approval. If approved, the internships program manager will forward confirmation to the intern and host government directly.

Funds are paid by the host government and reimbursed to the host by Northern Development at the end of the placement in accordance with the final report. The funds are distributed to the intern, in addition to salary, on their paychecks as a taxable benefit.

Note – If the intern should vacate the tenancy prior to end of lease date, the housing allowance will be pro-rated to reflect the number of days the intern occupied the tenancy. Northern Development recommends the housing allowance not exceed \$850 per month to mitigate overpayment if the housing allowance is pro-rated.

Eligible Expenses

The following expenses are eligible to be covered under the housing allowance

- Utilities that are included in cost of rent (water, sewer, gas)
- Additional costs included in rent (i.e.: parking, internet, etc.)
- Rent greater than \$1,000 that is shared by a spouse/ partner
- Intern's portion of the rent greater than \$1,000 after splitting between others in the dwelling (i.e.: If an intern has a roommate and the total rent of \$2,200 is split two ways, the intern would be eligible to apply)

Ineligible Expenses

The following expenses are not eligible to be covered under the housing allowance

- Additional associated costs with tenancy that are not included in overall cost of rent (i.e.: telephone, internet, cable, parking, etc.)
- Rent that is shared by others in the dwelling, where the intern's portion of rent is less than \$1,000. (i.e.: If an intern has two roommates and the total rent of \$1500 is split three ways, the intern would not be eligible to apply)
- Security, damage or pet deposits
- Payment for any damages
- Temporary accommodations such as hotel or vacation rental

Reporting

Host local and Indigenous governments who would like to receive an interim reimbursement may provide an interim report up to December 31st to receive a partial reimbursement.

A final report is required within 30 days of the end of the internship from both the host local or Indigenous government and the intern. These forms are available on Northern Development's website.

Key Dates

December 15	Deadline for interested local and Indigenous governments to submit application
January 31	Host local and Indigenous government applicants are notified of application status
February 1	Host local and Indigenous governments announced
February 15	Deadline for interested internship candidates to submit application
Mid March	Northern Development and host local and Indigenous governments will conduct panel interviews and select intern from pool of candidates. Host local and Indigenous government complete employment contracts and sign grant agreement.
Early May	Interns participate in orientation and training provided by Northern Development, then transition into their host community for remainder of 12-month placement.

To Apply

Host local and Indigenous governments interested in hosting an intern must submit their completed application package via the [online application system](#) by 11:59 PM on **December 15th**. Applications must include:

- Completed application
- Designated lead applicant and contact information
- Proposed 12-month work plan
- Proposed job description
- Resolution of support from authorized governing leadership

Resources

- [Funding Program Matrix](#): Available funding programs and eligibility criteria.

Questions?

Northern Development Initiative Trust

301-1268 Fifth Avenue
Prince George, BC V2L 3L2

250-561-2525

info@northerndevlopment.bc.ca

www.northerndevlopment.bc.ca



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Becky Mercereau

RFD TITLE: Love Hudson's Hope

RECOMMENDATION:

That Council receives the report titled "Love Hudson's Hope", dated November 27, 2023, which provides an update regarding the Love Hudson's Hope initiative for information.

BACKGROUND:

Earlier this year, Northern Development Initiative Trust (NDIT) notified communities that they would no longer be running the Love Northern BC program.

On April 24, 2023, Council passed the following resolution:

MOVED, SECONDED, and CARRIED

That Council proceed with an application to Northern Development Initiative Trust for Love Northern BC for a New Shop Local Initiative.

Council agreed to go with the one-time payment of \$10,000 for a new shop local initiative and directed staff to brainstorm ideas for the grant funding and report back. On May 29, 2023, staff presented the grant application outlining the proposal for the \$10,000 to Council, which included a Love Hudson's Hope webpage.

MOVED, SECONDED, and CARRIED

That Council approve the grant application for the New Shop Local Initiative through Northern Development Initiative Trust.

DISCUSSION:

Staff are pleased to report that NDIT approved the grant proposal, and on November 9, 2023, the District of Hudson's Hope (District) received a cheque for \$10,000. As per the grant application, the project will begin in January 2024 and will include a new Love Hudson's Hope webpage. The funding provided is allocated for the site creation, photo library, purchasing of the domain, and advertising and promoting this new initiative. The proposed completion date for the project is December 31, 2024, which is also the date the current Love Hudson's Hope website will be disabled.

There are currently 21 businesses on the NDIT Love Hudson's Hope website. Several businesses are no longer in operation, and many new businesses may be interested in participating. In the past, owners of franchises were not eligible to join Love Hudson's Hope, but the parameters for eligibility can change once NDIT is no longer involved. The District will need to contact these businesses to advise them of the changes that will be occurring.

Logistics

To create the new website, the District must have all imagery and information collected and prepared for upload. All previous website content (photos and text) will remain the intellectual property of NDIT and will not be available for use on the new website. Old and prospective new business owners will need to follow whatever terms will be set for the new Love Hudson's Hope initiative. Creating original content will involve creative writing of business bios and photography for each participant and their product or service. This phase of the project will likely be completed by August 1, 2024, with the website going live by September 15, 2024.

Once the website build is complete, the promotion and advertising phase of the project will begin, including an event launch, promotional campaign, advertising, purchasing swag, and sponsoring community events like Winterfest. Staff will be bringing forward a draft policy to a future meeting for Council's consideration regarding the project's direction, including fee structure, budget for future years, eligibility, etc.

FINANCIAL CONSIDERATIONS:

For 2024, the NDIT grant should cover the amount to get the new website and program up and running. Beginning in 2025, there will be a yearly cost for the website of approximately \$300. In the past, NDIT would provide to the District, a grant in the amount of \$1200 each year to be used for advertising and promoting the shop local program. This money was spent on initiatives such as Plaid Friday. In 2025, staff ask that Council consider establishing a permanent line item for this program.

ALTERNATIVE OPTIONS:

1. That Council provides further direction.

ATTACHMENTS AND EXTERNAL LINKS:

1. RFD – April 24, 2023, Council Meeting – Love Hudson's Hope
2. RFD – May 29, 2023, Council Meeting – Love Hudson's Hope Grant Application

Prepared by:

Becky Mercereau

Becky Mercereau, Admin Assistant

Approved by:

Crystal Brown

Crystal Brown, CAO

REQUEST FOR DECISION

RFD#:	Date: April 13, 2023
Meeting#: CM-04-24-23	Originator: Becky Mercereau
RFD TITLE: Love Hudson's Hope	

RECOMMENDATIONS:

THAT Council proceed with application to Northern Development Initiative Trust for Love Northern BC (Community Site Transfer or New Shop Local Initiative)"

BACKGROUND:

Love Hudson's Hope has been a local business directory portal administrated by Northern Development Initiative Trust (NDIT) in conjunction with Love Northern British Columbia (LNBC) since its inception. Local businesses paid a one-time fee of \$100 for a page on the website showcasing their products or services. For many users, this is their only web presence. The District received \$1200 each year to promote Love Hudson's Hope, we ran programs such as Plaid Friday and other promotions for the program.

NDIT notified communities that they will no longer be running this program and have offered two options for continuing LNBC websites into the future. Communities have until June 30, 2023 to decide which option they would like to proceed with.

NDIT has committed to keeping the Love websites running until December 2024 as there are some new businesses who signed up late in 2022 and they will still have access this site for two years which they felt was fair enough value for their \$100 buy-in. No new businesses have been able to join since November, 2022.

Option 1: NDIT will transfer the website to the community. The site transfer allows for LNBC communities to assume ownership of the Love community website complete with associated business write ups, information and photos. Northern Development will assume the costs associated with the transfers. Once the community has ownership with the site, Northern Development will no longer have access to, or control of the said sites and will make no financial contributions to the new site.

Option 2: NDIT will issue a one-time payment of \$10,000 for each initiative. This one-time grant is for the development of a new, shop local initiative. Communities will not have access to photos or write-ups from the old websites.

DISCUSSION:

There are 21 businesses currently profiled on the lovehudsonshope.com website. There are several businesses that are no longer in operation, and many new businesses that may be interested in participating. In the past, owners of franchises were not eligible to join Love Hudson's Hope, but the parameters for eligibility can change once NDIT is no longer involved on the website.

There is enough traffic on the current website to indicate that it is being used by locals to get business information in the community.

We contacted New Harvest Media, who is our IT support for our current website www.hudsonshope.ca, has advised that he would be able to set up the accounts and systems that have been suggested by NDIT, and once we have received the site and control of the system, we can see how easy it will be to move them to our lower-cost technology stack.

New Harvest Media also advised that if we decide to, it would be easy to create a new lovehudsonshope.com website for us for under \$3,000. Either of these options (take over old site or build new one) would require approximately \$300 in fees per year for website hosting and domain registration.

Option 1: This option would not give us any financial funding, but we would take over the site with all the photos and write-ups complete. Most businesses need updates to their profile and perhaps new photos anyway, but we would retain everything already created. It is run through WordPress that staff have knowledge with, and we should be able to easily make those updates. Some budget would be required to update photos and write ups and hopefully add some new businesses that weren't eligible previously.

Option 2: With the \$10,000 we could build a new website and still buy the domain www.lovehudsonshope.com when they release it (they will let us know when they do this so we can buy it right away). Although starting from scratch, many of the businesses need updates anyway. This would require us to hire a photographer or have businesses submit their own photos. We would also need new write-ups as we are not allowed to use the old ones owned by LNBC. With New Harvest Media quote us at \$3000 for new site, we still have \$7000 to hire photographer and writers. We can also use money for promotion of new site.

Option 2 without website: We can also take the \$10,000 and do something completely different, we do not need to do a website. One option could be to just run a Facebook page, or brainstorm other ideas.

Both options are going to require staff time and some budget allocation. We also are no longer receiving the \$1200 grant from NDIT.

FINANCIAL CONSIDERATIONS:

Regardless of the option we choose (unless we don't do a website), there will be associated costs with website hosting and IT support of \$300.

We could look at a Love Hudson's Hope yearly subscription fee. In the past businesses paid a one time \$100 fee to be part of the program. We could look at a yearly fee starting after December 2024 or when Council decides. We should create policy on how we will run the Love Hudson's Hope program under our direction depending which direction Council decides to proceed with.

We also are not receiving funding to promote the program. Council may consider looking at a budget for this now.

ATTACHMENT:

1. Love Northern BC New Shop Local Initiative Application Guide
2. Love Northern BC Community Site Transfer Application Guide

Prepared by:

Becky Mercereau, Admin

Approved by:

Mokles Rahman, CAO

REQUEST FOR DECISION

RFD#:	Date: May 16, 2023
Meeting#: CM-05-23-23	Originator: Becky Mercereau
RFD TITLE: Love Hudson's Hope Grant Application	

RECOMMENDATIONS:

THAT Council approve the grant application for the New Shop Local Initiative through Northern Development Initiative Trust."

BACKGROUND:

At the April 24, 2023, Council meeting Council approved staff to proceed with an application to Northern Development Initiative Trust for Love Northern BC for a new shop local initiative.

Staff was advised to brainstorm ideas on what the new initiative would like and report back.

Attached in the grant application outlining the proposal for the \$10,000.00 which would include a new website using lovehudsonshope.ca URL, with a wider variety of businesses in our community, as we won't have the franchise stipulation included.

All funds will be distributed prior to December 16, 2024. We plan to continue with promotion of our current site and start developing new one this winter, as we will still have access to our current site until December 31, 2024.

Staff will also work on a policies and procedures for joining this program, requirements needed and if there will be a one-time fee or yearly fee. This will forth be coming once grant is approved and we can start planning.

FINANCIAL CONSIDERATIONS:

After grant money has been spent to start up this program, we would request Council set aside some funding each year in the budget to continue with this economic development program.

ATTACHMENT:

1. Love Northern BC New Shop Local Initiative Application

Prepared by:

Becky Mercereau, Admin

Approved by:

Mokles Rahman, CAO

PREVIOUSLY RECEIVED

Adobe Reader 8.0+ is required to complete this application form.

If you are using an earlier version, you will not be able to save any information you enter into the form.
Adobe Reader is a free download available at: <https://get.adobe.com/reader/>



★ **Please ensure documents are downloaded and saved to your computer desktop prior to entering any information. If opened and completed within your internet browser, any information entered will not be saved.**

1. Project Name

Provide a name for the project that is proposed in this funding application:

New shop local program in Hudson's Hope. Still using Love Hudson's Hope.

2. Applicant Profile

Applicant organization (legal name): District of Hudson's Hope	Non-profit society registration no. (if applicable): Municipality
Mailing address: Box 330, Hudson's Hope, BC V0C 1V0	Telephone: 250-783-9901
Email: office2@hudsonshope.ca	Website (URL): www.hudsonshope.ca

3. Primary Contact Information

Primary contact (for this application): Becky Mercereau	Position/title: Administrative Assistant
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Complete the following if different from applicant organization contact information:

Mailing address:	Email:	Telephone:

4. Letter of Support

A letter of support is required IF the applicant(s) differs from the original organization that administered the Love program. The original organization (eg) local government, Chamber of Commerce, etc. must provide a letter to support the new applicant.

N/A - same organization.

The letter of support is:

Attached.

Not attached. Reason: Not applicable.

Communities can partner to create a regional shop local initiative, however only one \$10,000 grant is available per initiative. (eg) If Quesnel and Williams Lake want to create a shop regional program, only one community can apply for the grant.

Are you partnering with another Community:

Yes

No

If yes, indicate which Community(s):

If yes, do you have permission from the additional Community(s):

Yes

No

If yes, the letter(s) of support from applicable Community(s) is:

Attached.

Not attached. Reason:

5. Project Overview

Provide a description of the project:

✦ Clearly define how the project is distinct and meets a Shop Local objective to replace Love Northern BC.

We are planning to create a new shop local initiative. We plan to keep the already established name of Love Hudson's Hope. We will start by creating a new website. We would like to invite all businesses already on the site, plus some that were not eligible in the past due to franchise stipulations.

We will do a campaign to create interest in the new program and reach out to all the businesses. Promotional events and swag will be organized. Business meetings will be set up. We hope to sponsor some events in the community to create buzz around the new initiative.

6. Project Milestones

Stage of project:	Scheduled date: (dd-mmm-yyyy)
1) Project start date	01-Jan-2024
2) Create new website	01-May-2024
3) Gathering and uploading information	01-Jun-2024
4) Hiring photographer and uploading images	01-Aug-2024
5) Launch event, promotion	15-Sep-2024
6) Campaigns to promote new program	31-Oct-2024
7) Advertising, purchasing swag, sponsoring events, etc.	31-Oct-2024
8) Project completion date (<i>no later than September 30, 2025</i>)	31-Dec-2024

✦ Complete the above, however if you wish to provide a more detailed project schedule, please attach separately to this application.

7. Project Budget

Expense item:	Amount (\$):	Vendor: (if applicable)
Create new website	\$ 4,000.00	New Harvest Media
Photo library	\$ 2,500.00	
Purchase Love Hudson's Hope domain	\$ 100.00	
Campaign to announce new program	\$ 1,000.00	
Sponsor WinterFest event to promote	\$ 1,325.00	
Business cards and promotional items	\$ 250.00	
Advertisements	\$ 725.00	
Meetings - snacks, etc.	\$ 100.00	
TOTAL PROJECT BUDGET:		\$ 10,000.00

✦ Complete the above, however if you wish to provide a more detailed project budget, please attach separately to this application.

8. Funding Request

The following funding is requested from Northern Development, up to \$10,000:

Funding type:	Amount (\$):
Grant	\$ 10,000.00

9. Authorization

I have read and understand the [Application Guide](#) and confirm ineligible expenses have been excluded.

I have read and understand the Love Northern BC – New Shop Local Application Guide.

I confirm that the information in this application is accurate and complete, and that the project proposal, including plans and budgets, is fairly presented.

I understand that any material changes to the project scope will require prior approval from Northern Development.

I also agree to submit [reporting](#) as required by Northern Development within 60 days of project completion, or within 2 years of payment of the grant, whichever is earlier.

I understand that the information provided in this application may be accessible under the Freedom of Information (FOI) Act.

I authorize Northern Development to make enquiries, collect and share information with such persons, firms, corporations, federal and provincial government agencies/departments and non-profit organizations, as Northern Development deems necessary for decision, administration, and monitoring purposes for this project.

I agree that information provided in this application may be shared with the appropriate regional advisory committee(s), board of directors, Northern Development staff, and consultants.

Name (organization signing authority): ★ Please type name.	Position/title:	Date:
District of Hudson's Hope	Mokles Rahman, CAO	

10. Submitting Your Application

Completed Application Form, including attachment(s) if applicable, must be provided electronically to Northern Development by email to info@northerndevelopment.bc.ca by end of day June 30, 2023. ★ Please do not scan this form.



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Crystal Brown

RFD TITLE: Northern Development Grant Writing Support Services Program

RECOMMENDATION #1:

That Council receives the report titled “Northern Development Grant Writing Support Services Program” dated November 27, 2023; further, that Council authorizes the submission of a grant application to Northern Development Initiative Trust for a grant of up to \$8,000 to be used for Grant Writing Support Services; and further, that Council commits to providing financial resources to fund grant writing support services in excess of the grant amount and to cover expenses not eligible under the grant program.

RECOMMENDATION #2:

That Council authorizes a contract for “Grant Writing Support Services” with Clear Course Consulting Limited for a one-year term, beginning January 1, 2024, and ending December 31, 2024, at a total annual cost not to exceed \$33,000 (excluding taxes); further, that the Mayor and Chief Administrative Officer be authorized to sign the agreement on behalf of the District of Hudson’s Hope.

BACKGROUND:

The Grant Writing Support program provides annual funding to support a grant writing position in a local government or First Nation band. The grant writer supports communities by preparing funding applications to agencies, foundations, and government programs to access more funding to support economic development projects and initiatives.

Applications are accepted by Northern Development Initiative Trust (NDIT) starting November 1, 2023, and must be received before midnight on January 31, 2024, to be eligible for consideration in that funding year. If successful, Grant Writer positions funded (partially) through NDIT must apply for a minimum of \$200,000 worth of grant funding each year.

DISCUSSION:

Clear Course provides grant services to clients across BC. Aside from writing winning proposals, their team's greatest strength is deep listening to clients' aspirations, needs, and goals.

SR5

Clear Course is not a specialist in all the areas they work, but rather an expert in navigating how to transform client's needs and ideas into clear and persuasive narratives. They are also skilled, experienced, and certified project managers who understand what it takes to turn ideas into meaningful results. In the last four years, Clear Course has written 400 funding proposals for a total value of \$105 million. Since January 2019, they have secured \$45.3 million in funding, with an additional \$25.5 million pending confirmation.

Clear Course Grant Services

1. **Getting Grant Ready: Project Design and Development** – Clear Course can help prepare your project for a funding application. Some clients come to them with fully scoped "grant ready" projects, while others have an idea but need help defining the various components of their project before they can apply for a grant. This may include developing a project scope, budget, or timeline or identifying the project benefits, risks, and measures of success. To help a client get grant ready, Clear Course will assess information gaps and identify what is needed, e.g., project planning and design meetings, research, or possibly a feasibility or economic impact study to demonstrate the project need. Project design and development is often the focus of their work; sometimes, this process occurs concurrently with proposal writing.
2. **Grant Search** – Clear Course can assist with finding suitable funding. Clear Course maintains a large proprietary database of more than 800 grants targeted at a wide variety of applicant and project types. When conducting a grant search, they use parameters defined by the client to determine which grants are suitable and relevant to the project. They consider applicant, project, and cost eligibility criteria during the search process. The outcome of the search is a grant scan report.

Once they have conducted a grant search, they can create a grant strategy that outlines which funder to apply to, when, and for which project or project component. Clear Course often stacks multiple grants to meet the project's total cost. This informs the grant schedule, ensuring you have all the necessary documentation for a grant intake.

Generally, a grant search takes 4 hours. If a grant strategy is needed, this can be completed in 10–12 hours (including consultation time) per project. However, if you have multiple projects that are similar in scope, they can conduct one grant search for multiple projects, saving time and money. Projects that are different in scope (e.g., capacity building versus large infrastructure) require separate searches as they likely have different criteria.

3. **Grant Proposal Writing** – Clear Course has a team of experienced writers who work with the client to draft a winning grant proposal. Clear Course validates the project readiness and funding needs by conducting thorough research and building a compelling proposal with direction from organizational staff and other project partners, including community leaders, Knowledge Keepers, and subject matter experts. They always examine projects through the lens of the funder and ensure each project is aligned with the funder's priorities and weighted criteria.

Clear Course is also experienced at producing accompanying documents and technical files such as project charters, cost estimates, letters of support, business plans, and XML location files.

4. **Grant Administration and Project Support** - Some clients require support with grant administration. This involves tracking grants across the organization, maintaining funder relations, tracking project progress, writing progress and final reports, and meeting report deadlines. From time to time, Clear Course's skilled project managers support the implementation of projects once funding has been secured. We have several PMP-certified team members who have experience in traditional and agile project management approaches, which can be used to support project implementation.

FINANCIAL CONSIDERATIONS:

Clear Course's services are charged hourly at \$110/hr, regardless of the scope of work. The amount of effort it takes to develop a project and write a grant proposal depends on the type of funding application, how well-developed the project is, the client's availability to work with them, the application deadline, and more. Simple grants take anywhere from 8 to 20 hours, yet more complex federal grants can take upwards of 80 hours to complete. Similarly, grant administration and project support have varying levels of effort. Once a grant opportunity has been identified, Clear Course can provide a more accurate estimate of the hours required to write a grant proposal or provide broader grant services (e.g., administration and project support).

NDIT will provide 76% of eligible grant writer wages each calendar year, to a maximum of \$8,000. If approved, the contract would equate to 300 hours for the calendar year, or approximately 25 hours per month, with \$8000 in funding provided by NDIT and the remaining \$25,000 provided by the District. Depending on the types of grants the District chooses to apply for in 2024, more funding may be needed. Council may consider a higher dollar value for the contract.

ALTERNATIVE OPTIONS:

1. That Council receives the report titled "Northern Development Grant Writing Support Services Program" dated November 27, 2023, for information.
2. That Council provides further direction.

OTHER CONSIDERATIONS:

The Peace River Regional District has contracted Clear Course since March 1, 2021, to provide grant writing services to community groups located within the PRRD that provide a benefit to the electoral areas, is available to community groups located within the Peace River Regional District, including not-for-profit registered societies or charities, church groups, community hall operators, parent advisory councils, and emergency services associations. More information regarding their services can be found [here](#).

The focus of the District's grant writing support services program will be to assist the District in applying for grants to support internal projects. If there is capacity within the contract, consideration can be given to support community groups on a case-by-case basis.

ATTACHMENTS:

1. NDIT – Northern Development Grant Writing Support Services Program Application Guide

Prepared by:

Crystal Brown

Crystal Brown, CAO

Grant Writing Support Application Guide



Program Overview

The Grant Writing Support program provides annual funding for a grant writing position in a local government or First Nation band within the Trust's service region.

Funding Terms

- Up to \$8,000 grant, to a maximum of 76% of eligible grant writer wages, each calendar year.

The program supports up to 54 grant writing positions across central and northern B.C. annually. Please note that there are a limited number of spots available.

Application Intake Deadlines

Northern Development approves Grant Writing Support projects on an annual basis.

Applications are accepted starting November 1 and must be received prior to midnight on January 31 to be eligible for consideration in that funding year.

Eligibility

Eligible Applicants

*All applicants must be located within [Northern Development's service region](#).

- Local governments
- Registered First Nations bands

Eligible Grant Writing Positions

- Dedicated full-time, part-time or on-demand grant writer (staff or contract position)
- Full-time or part-time staff member where the grant writing portion of the job is at least 30% of the total workload
 - A copy of the job description specifying the % of time allocated to grant writing must be provided to Northern Development

Ineligibility

Ineligible Positions

- Local government combined economic development/grant writer positions where the position is approved under the Economic Development Capacity Building program
- Salary or contract positions for:
 - Combined chief administrative officer/grant writer
 - Combined chief financial officer/grant writer
 - Combined band administrator (or manager)/grant writer
 - Combined positions where grant writing is less than 30% of the total workload

Ineligible Costs

- GST
- Costs incurred in time periods outside the calendar year approved for funding support
- CPP, EI, WCB and other benefits, bonuses, or allowances such as vehicle, phone, or living
- Costs related to recruiting, hiring, or relocating
- Travel, office expenditures, and costs other than wages

Application and Program Requirements

All applicants are required to submit the following documents. Only applications that meet these requirements will be processed.

- Complete [Application Form](#)
- For combined positions, job description specifying the % of time spent on grant writing
- If the grant writer is unknown at the time of the application, the About the Grant Writer section of the [Application Form](#) must be provided to Northern Development prior to the grant writer starting employment

Application Assessment

- Northern Development staff will contact the applicant within 30 days of receiving the application
- Successful applicants will receive an approved-in-principle letter
- Unsuccessful applicants will also receive written notification

Reporting

The applicant must submit a final report **by February 28** of the following year in order to receive a reimbursement for the approved calendar year. Applicants will have until May 31 to submit any revised reporting or requested information. Applicants are required to submit the following documents:

- Complete [Annual Reporting Form](#)
- Copy of pay summary (if on payroll) or copies of invoices for the grant writer verifying a minimum of \$10,500 in wages
- List of grants applied for by the grant writer during the approved calendar year, verifying a minimum of \$200,000 grants applied using the [Reporting Attachment](#)
- As requested, updates on funding application statuses marked as pending made in prior years where a grant writer was financially supported under Northern Development's Grant Writing Support program

To Apply

Please review all program documents in detail as incomplete applications will not be considered.

Completed application forms with all supplementary materials are to be provided electronically through the [Online Application System](#).

Resources

- [Funding Program Matrix](#)
Available funding programs and eligibility criteria.

Questions?

Northern Development Initiative Trust

301-1268 Fifth Avenue

Prince George, BC V2L 3L2

250-561-2525

info@northernddevelopment.bc.ca

www.northernddevelopment.bc.ca



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Andrea Martin, Corporate Officer

RFD TITLE: Temporary Commercial Use Permit – No. 2023.001

OPTION #1:

That Council receives the report titled “Temporary Commercial Use Permit – No. 2023.001” dated November 27, 2024; further, that Council authorizes the issuance of Temporary Commercial Use Permit No. 2023.001 to construct a laydown yard and storage building for oil and gas exploration operations on the property identified as PID: 014-825-597, for a three-year term, subject to the Applicant entering into a Road Use Agreement with the District of Hudson's Hope.

OPTION #2

That Council receives the report titled “Temporary Commercial Use Permit – No. 2023.001” dated November 27, 2024; further, that Council respectfully refuses to issue Temporary Commercial Use Permit No. 2023.001 to construct a laydown yard and storage building for oil and gas exploration operations on the property identified as PID: 014-825-597.

BACKGROUND:

On July 5, 2023, Valerie Paice applied for a Temporary Commercial Use Permit (TCUP). The intended use of the land is for a laydown yard for oil and gas exploration operations. Additionally, there is a proposed building of approximately 20' X 30' to store equipment, supplies, and materials related to oil and gas exploration.

On November 14, 2023, Council passed the following resolution:

MOVED, SECONDED, AND CARRIED

That Council refers report titled “Temporary Commercial Use Permit Application”, dated November 14, 2023, to staff to determine if Council can receive additional information following the close of the Public Hearing; further, that the information be brought forward to the November 27, 2023, Council Meeting.

SR6

DISCUSSION:

Section 2.12 of the District of Hudson's Hope (District) Official Community Plan Bylaw No. 822, 2013 (OCP) states that in any area of the municipality, Council may issue a temporary use permit for commercial and industrial uses in accordance with the Local Government Act.

Since the OCP allows the issuance of TUPs in the entire District, a Public Hearing was above and beyond the notice required.

Staff contacted the Applicant and requested that they provide further information regarding the comments and questions that arose during the November 14, 2023, Council Meeting, including information regarding hours of operation and noise levels, maintenance of the road, access to the site, and traffic control. In addition, the Applicant was requested to include information regarding the following questions as previously identified by Council:

- What type of materials would be stored and if they are hazardous?
- Will any new access road be built onto the property because of the TUP?
- What will happen to the proposed storage building at the end of the TUP?
- What about the mobile home and log cabin on the property?

Email response from the Applicant Paice dated November 20, 2023.

The type of materials are pipes for the line and metal connections, I have requested that an Atco trailer or small building be put up there to house the nuts, bolts, and anything connected to it. I did not want it out in the open. There are no hazardous materials. They will use the access road into the property but fix it up. The proposed storage building will go with the company as it is theirs. There is no one in the mobile home at present, but I hope to put someone in there for the presence and security of the property. The little log cabin I have a lady staying in there at present. She is homeless so I am helping her out. I also spoke with Rick, the owner on the other side of the property. He is relocating to Van. He is shutting up his home and will be back periodically.

Enbridge will have their own traffic control and I will proceed to get the hours for you. Seeing as there was two laydown yards up there I'm presuming it will be the same hours, dawn to dusk. But I will check. Thanks for your time and consideration in this matter. Valerie Paice

ADDITIONAL INFORMATION PREVIOUSLY RECEIVED:

As per the OCP, Council may issue a Temporary Use Permit for three years, which may be renewed once, provided that the use:

1. Is not noxious or undesirable because of smoke, noise, vibration, dirt, glare, odour, radiation, electrical interference, or an offensive trade within the meaning of the *Health Act*, as amended from time to time;
2. Does not have a negative impact on adjacent lands;
3. Does not create a significant increase in the level or demand for services;
4. Does not permanently alter the site upon which it is located;

5. Complies with all the conditions specified by Council in the Temporary Commercial or Industrial Use Permit; and
6. Complies with other provincial and federal enactments.

Land Use Zoning: Pursuant to Zoning Bylaw 823, 2013, the subject property is zoned RU2 Rural Agriculture. Land use within this zone does not allow lay down yards as a permitted use; therefore, a TUP is required.

Building Permit Area: The subject property is within the Building Permit area.

Development Permit: The subject property is in a Rural Develop Permit area, and the 20 X 30 proposed building exceeds the 10 square meter limit; therefore, the Development Permit is required.

Agricultural Land Reserve (ALR): Based on the diagram provided by the Applicant, a portion of the property is in the ALR; however, the proposed laydown yard and building are not; therefore, an application to the Agriculture Land Commission is not required.

FINANCIAL CONSIDERATIONS:

None at this time.

ALTERNATIVE OPTIONS:

1. That Council provides further direction.

ATTACHMENTS AND EXTERNAL LINKS:

1. Notice of Public Hearing
2. Temporary Commercial Use Permit Application
3. Public Comments Received
4. Draft Road Use Agreement

Prepared by:

Andrea Martin

Andrea Martin, Corporate Officer

Approved by:

Crystal Brown

Crystal Brown, CAO



NOTICE OF PUBLIC HEARING

FOR THE PROPOSED TEMPORARY COMMERCIAL USE PERMIT AT THE DISTRICT OF HUDSON'S HOPE COUNCIL CHAMBERS

NOTICE is hereby given that the Council of the District of Hudson's Hope will meet on **TUESDAY, NOVEMBER 14, 2023, AT 6:00 PM** in the Council Chambers (municipal office, 9904 Dudley Drive), to consider a Temporary Commercial Use Permit application from Valerie Jeanne Paice for PID 014-825-597 Block B Part NW1/4 of District Lot 1202 Peace River Land District as shown in the sketch below.

The applicant requests the issuance of a Temporary Commercial Use Permit that would allow for an industrial laydown yard for the duration of the proposed date of November 15, 2023, to November 15, 2026, inclusive.

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

Persons wishing to view the draft Temporary Commercial Use Permit or requesting additional information may contact the municipal office from 8:30 a.m. to 4:30 p.m. Monday to Friday (except holidays).

NOTICE is also given that the Council will not accept any written or verbal presentations after the close of the Public Hearing.



Beryl Prairie Subdivision

Location of proposed laydown yard and materials building.

4401 Beryl Prairie Road

Legal Land Description and Parcel ID

BLOCK B, PART NW1/4, DISTRICT LOT 1202, PEACE RIVER LAND DISTRICT

PID: 014-825-597

Currently Zoned RU2 Zone as is the surrounding area. Application for Temporary Use Permit to M2 Zone



**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 - TEMPORARY USE PERMIT TUP 2023-001

IMPORTANT

- Incomplete applications will not be accepted

SECTION 1- APPLICANT (PLEASE PRINT)

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

Owner Name Valerie Paice
Please print first and last name

Owner Address [REDACTED] Hudson's Hope Prov. BC Postal Code V0C 1V0

Owner Contact Phone Number [REDACTED] Email [REDACTED]

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 [REDACTED] Parcel Identifier (PID) 014-825-597

Lot/ Parcel [REDACTED] Block [REDACTED] Plan _____ Roll No. [REDACTED]

Existing Use of Subject Property Residential

Existing Use of Adjacent Properties Residential

Present Zoning R12

Official Community Plan Map Designation Rural Residential

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.

SECTION 3 - DESCRIPTION OF TEMPORARY USE APPLIED FOR:

(Two Site Plans Attached. The site plan should include legal information, setbacks, parking, access, outer perimeter of all buildings and structures, topographic features, watercourses, and any relevant cross sections, elevations, or detail drawings.)

Detailed Description of Temporary Use Applied for, including uses, buildings or structures:

Building for materials, storage for pipes.

Proposed conditions under which the temporary use will be carried out:

storage of pipe and materials

Commencement Date of Proposed Temporary Use:

July 1-2023

Estimated Date When Temporary Use Will Cease:

Dec. 31-2023

ADDITIONAL INFORMATION: (Reasons and comments in support of application. Use separate sheet or attach plans if required.)

To provide employment in community
Visual is off main road
Quies area.

In making this application, the owner agrees to permit access to the property at all reasonable times by District of Hudson's Hope staff, members of council or consultants authorized by the District of Hudson's Hope, for purposes of conducting inspections of the property.

I/We Valerie Paice make application to the District of Hudson's Hope for the issuance of a Temporary Use 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 30-2023 (Date) [Redacted Signature] (Applicant's Signature)

This application is made with my full knowledge and consent.

June 30-2023 (Date) [Redacted Signature] (Registered Owner's Signature)

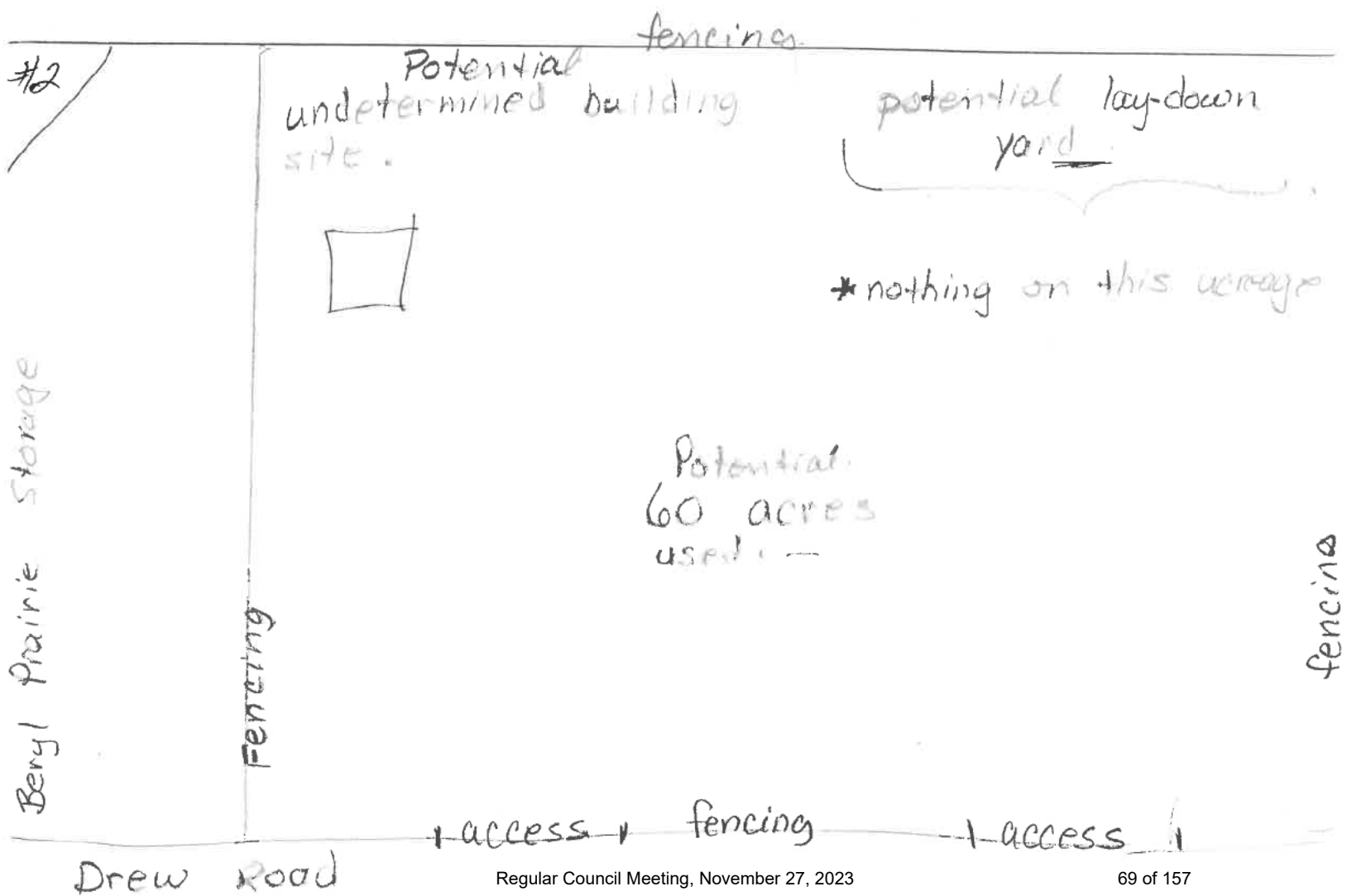
SUBMISSION REQUIREMENTS	If "Not Provided" please explain	
	Provided	Not Provided
(please check either "Provided" or "Not Provided")		
Application Fee	✓	
Current State of Title Certificate	✓	
Letter of Consent from the Owner (only required if the Applicant is not the Owner)		

#1

Note.

- This is all barren land, not used by me.
- Power runs on one side (poles)
- Fences will be upgraded.
- Signage posted at appropriate areas
- Only 3 families on Drew Road (one is mine)
- Land area is mostly rose bushes, many rocks.

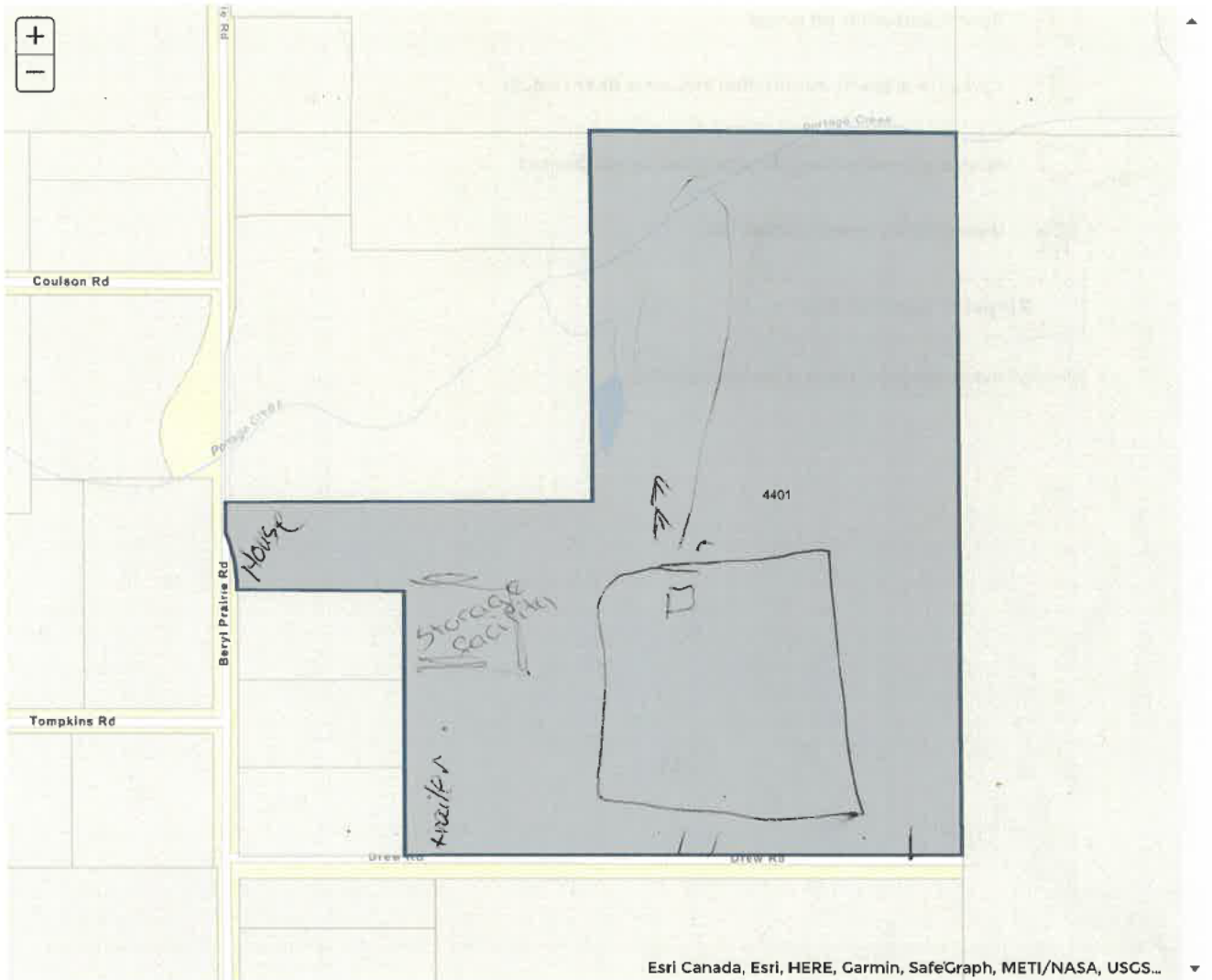
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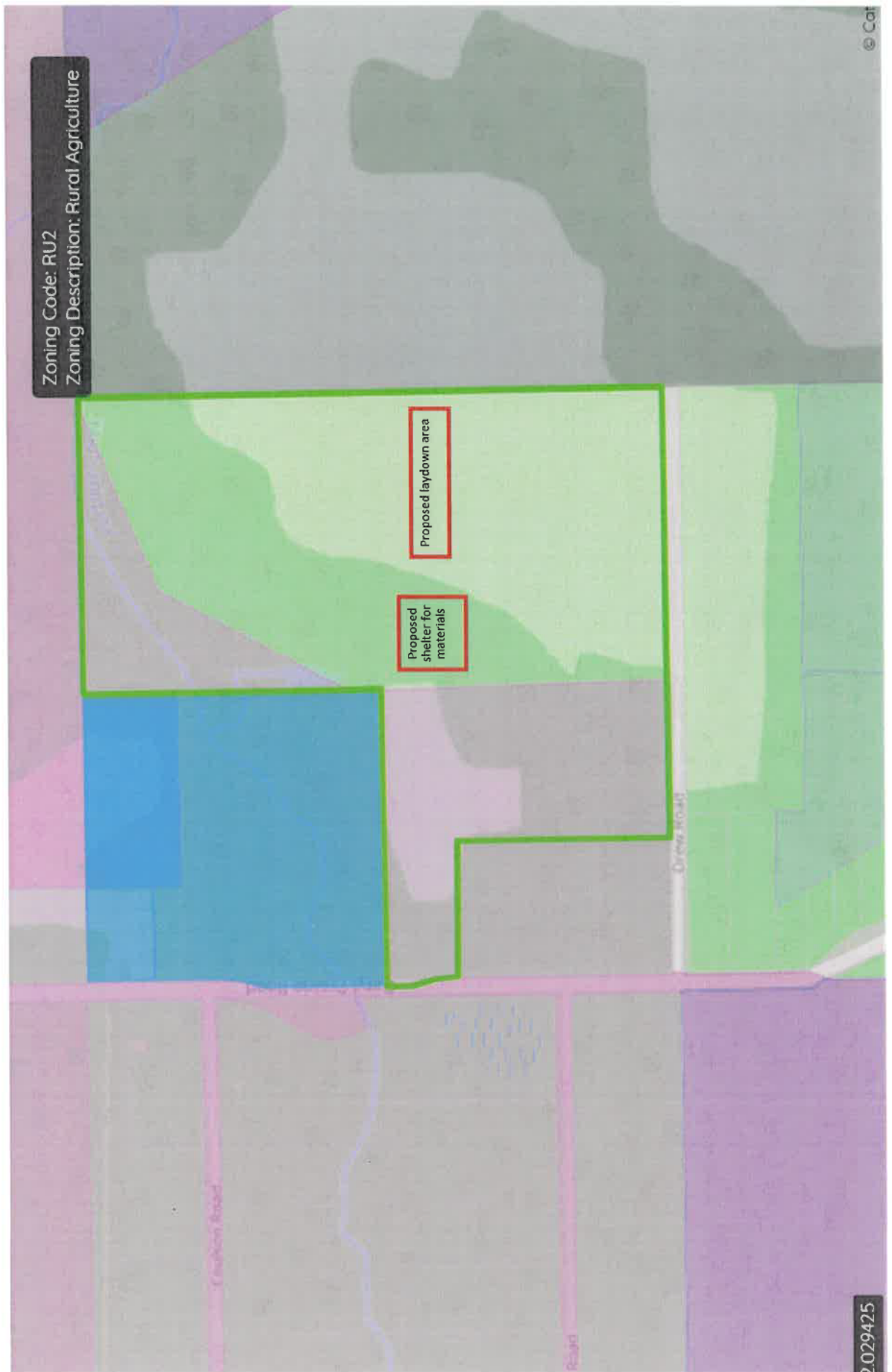


Map

Neighbouring properties

Sample sold properties





Beryl Prairie Subdivision

Location of proposed laydown yard and materials building.

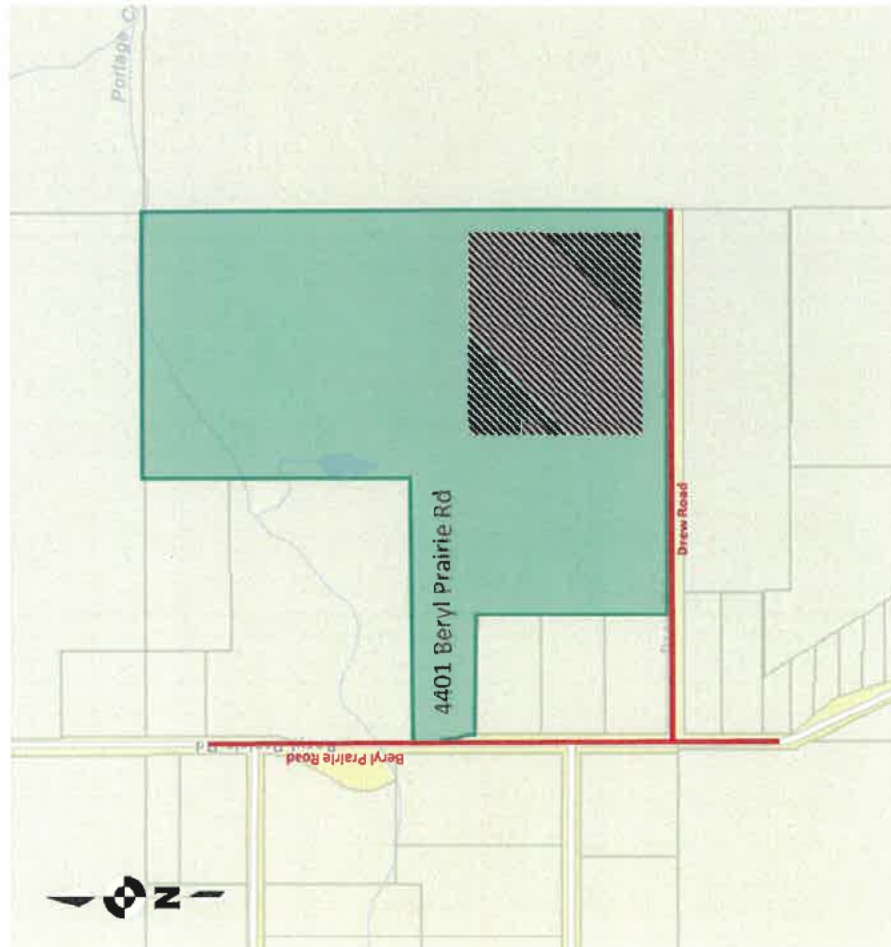
4401 Beryl Prairie Road

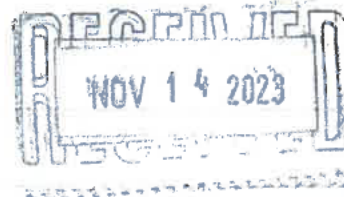
Legal Land Description and Parcel ID

BLOCK B, PART NW1/4, DISTRICT LOT 1202, PEACE RIVER LAND DISTRICT

PID: 014-825-597

Currently Zoned RU2 Zone as is the surrounding area. Application for Temporary Use Permit to M2 Zone





(no subject)

Fri, Nov 10 at 3:38 PM

To District of Hudson's Hope Council

My name is Clair Johnson, I have resided at [REDACTED] which is within 100 metres of the 'proposed' pipe lay down yard for 45 plus years. I strongly oppose this plan to take the property in question out of agricultural use and putting it into light industrial use.

This proposal will increase traffic, noise, pollution and decrease our property values. The police do not monitor our roads and we do not need any more speeders on the Beryl Prairie Rd. When I purchased my property, I bought in this area for the views and quiet simple life. I have raised my family here and am now 92 years of age. I would like to enjoy the rest of my life in the same peace and views that I have enjoyed all these years.

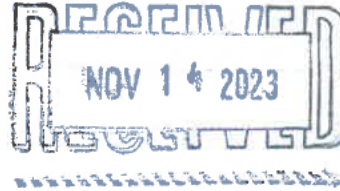
The proposed changes infringe on my right to live in peace and quiet. I currently now have a backyard view with grassy hills and I do not want to look at pipe and trucks all day long nor listen to them. Please take a look at the Districts Bylaws on noise regulation bylaw No 620, 2001.

I was unable to get to the first meeting in regards to this and am still unable to attend this next meeting as I am unable to drive myself anymore but I do want my voice to be heard and my objections to this proposal voiced.

Councillors and Mayor please do the right thing and not allow this proposal to go through.

Thank you

Clair Johnson
[REDACTED]



District of Hudson's Hope Mayor and Council

I reside at [REDACTED] purchased my property this spring and I did grow up in the Beryl Prairie area.

I have a couple of points to address with this letter.

I find it a huge disappointment with the District that the community was only notified of this proposal and meeting on Friday November 10th and that the council meeting is being held on Tuesday November 14th. This lack of communication does not give any members of the public any time to discuss or look at the proposed plans as the majority of people work during district hours, with that being said I oppose the proposal based on a few key points.

The traffic in Beryl Prairie is currently very busy and the amount of drivers, in particular, large trucks do not follow the posted speed limits. There has been numerous occasions where trucks have had to use their Jake brakes to slow down for the corner that is right before my place. I do not expect that a police presence will increase with traffic increase as we are out in Beryl Prairie.

The noise and pollution from these larger vehicles will decrease our property values and impact our right to quiet enjoyment of our properties.

Regards [REDACTED]

Lareina [REDACTED]

From: Willie Halpern [REDACTED]
Sent: Friday, October 20, 2023 2:26 PM
To: Gerri Bird <gerri@hudsonshope.ca>
Subject: RE: Proposed Temporary Commercial Use Permit Notice No. 2023.001

Dear Sir or Madam!

With reference to the above subject, I am opposing to the above requested subject matter as it will involve heavy truck traffic directly to our two residences, which are located at [REDACTED]. Hudson's Hope,, BC.

Our two dwellings, which are occupied, are located very close within 20 - 30 meters from Drew road. The the anticipated commercial truck traffic would create excessive road noise, exhaust pollution and heavy dirt and dust. Furthermore it would endanger our pet animals that have been used to crossing the road freely back and forth to our neighbors property.

We purchased our property last May, 2022 with it's attraction being a quiet rural area on a dead end road and located within the town of Hudson's Hope limits. I'm very concerned that this requested temporary permit, if granted, would have a en extreme adverse effect on our serene and quiet surroundings.

We hope that council will give this matter serious consideration of our concerns and turn down the subject matter request.

Respectfully submitted

Sincerely yours,
Vilmos Halpern and Rhonda Halpern,
[REDACTED]
Hudson's Hope, BC V0C1V0
[REDACTED]

[WARNING: This message is from an external source]



ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT made on this date ____ day of _____, 2023

BETWEEN: District of Hudson's Hope

a Municipal Corporation in the Province of British Columbia
(hereinafter referred to as the "District")

AND: Valerie Paice



Hudson's Hope, BC V0C1V0

(hereinafter referred to as the "Contractor")

The term of this Agreement will be from the Date Signed to _____

RE: Road Use Agreement for Intensive Truck Haul

This Agreement will cover all requests that pertain to the intensive truck haul activity. The District of Hudson's Hope will be notified with a description of the proposed work, including number of vehicles, type and intensity of vehicles and equipment used, a map with route being travelled, time frame, and location before work commences. All further requests throughout the current year will be reviewed and if approved, added to the current Road Use Agreement

AND WHEREAS the Contractor's use of the Road(s) may cause significant damage or changes to the Road(s);

AND WHEREAS the District is the local road authority having jurisdiction regarding the Road(s);

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Prior to the commencement of the Contractor's work, a representative of the District will inspect the Road(s) and record his findings in an Inspection Report.
2. The Contractor shall be responsible for dust control on any road or sections of road which forms part of the haul route (the "Haul Roads") unless the District advises to the contrary in writing. If the approved routes are part of the District Dust Control Program, the contractor will be responsible for maintaining dust control after the District's application.
3. The Contractor shall be responsible for repairing or paying for the repairs to the Haul Roads due to the Contractor's operations or any damage caused thereby. Any damage or change in the condition of the Haul Road(s) not recorded in the Inspection Report shall be deemed to have been caused by the Contractor.
4. All trucking shall comply with legal weight restrictions and shall take place between the hours of 7AM and 7PM, Monday through Saturday.
5. The Contractor shall comply with all safety regulations under the Occupational Health and Safety Act, all pertinent Provincial regulations, District bylaws and the District's policies regarding Traffic Accommodation Strategies, public safety and consideration for the general public.
6. The District may suspend or cancel this agreement at any time if deemed necessary by the Public Works Department due to excessive damage to the haul road, or a breach of this agreement.
7. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns;
8. This agreement may be terminated should the Contractor fail to immediately comply with any of the above terms or conditions.

IN WITNESS WHEREOF I/We understand and agree to the terms and conditions of this Agreement:

Contractor: _____
Signature

Name (printed)

Contractor Information:

Contact Number

Email Address

Date: _____

This Road Use Agreement is hereby accepted and approved on behalf of the District:

Approval Authority: _____
Signature Name (printed)

Approval Authority: _____
Signature Name (printed)

Date: _____

DESCRIPTION OF WORK

Description of proposed work including number of vehicles, type and intensity of vehicles and equipment used, a map with route being travelled, time frame, and location.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



REQUEST FOR DECISION

REPORT TO: Mayor and Council

DATE: November 27, 2023

FROM: Robert Dauphinee, Director of Public Works

RFD TITLE: EV Charging Stations

RECOMMENDATION:

That Council receives the report titled "EV Charging Stations" dated November 27, 2023; further, that Council approves Proposed Option #1, which includes installing two Level 3 fast charger stalls at the Beattie Park Visitors Center, located between two trees as presented below, creating four evenly spaced stalls at 8.8 m.

BACKGROUND:

On June 12, 2023, Council passed the following resolution:

MOVED, CARRIED, and SECONDED

THAT Council adopt the motion that Electric Car Location be that of Beattie Park.

On August 28, 2023, Council passed the following resolution:

MOVED, CARRIED, and SECONDED

THAT Council directs the mayor to sign the License of Occupation Agreement with BC Hydro once it has been finalized.

DISCUSSION:

BC Hydro operates an extensive network of electric vehicle (EV) fast chargers in British Columbia. As EV adoption continues to rise in the province, their charging infrastructure is expanding. They aim to deploy 325 fast chargers at 145 sites by the end of 2025.

Currently, their network comprises 151 chargers spread across 84 sites throughout the province, primarily consisting of 50kW DC fast chargers. Additionally, you can find 25kW "mini" fast chargers and Level2 chargers at specific locations. Most stations currently have a single DC fast charger, but they have plans to upgrade these stations by adding a second fast charger as demand increases.

EV Charging Speeds

Generally speaking, EV charging comes in three different speeds: Level1, Level2, and Level3, also called direct current fast chargers (DCFC).

- *Level 1 chargers* are something you're intimately familiar with. In fact, they're mostly just regular residential outlets. They're inexpensive but slow, often taking 40-50 hours to completely fill an all-electric battery.
- *Level2 chargers* are equipment specific to charging EVs and are the most common form of EV charger. They can fill an all-electric battery in roughly 4-10 hours. Regardless, both Level 1 and Level 2 chargers are considered "slow" chargers.
- *Level 3 (DCFC) chargers* are the high-end option. They're most common on high-traffic roads where people need to get in and out fast and can get a battery from zero to 80% in as little as 20 minutes.

Proposed EV Chargers at the District of Hudson's Hope

The proposed plan for Hudson's Hope entails installing two Level 3 fast charger stalls at the Beattie Park Visitors Center, providing four fast charging ports.

BC Hydro will assume all the capital costs, ownership of these chargers, and responsibility for ongoing maintenance. They have a dedicated EV Operations team to promptly address operational issues and outages, ensuring that EV stations are routinely inspected and that most problems are resolved within 24-48 hours.

The District will maintain responsibility for snow removal and line painting at this location. These are existing services that will remain the same frequency following the installation of the chargers.

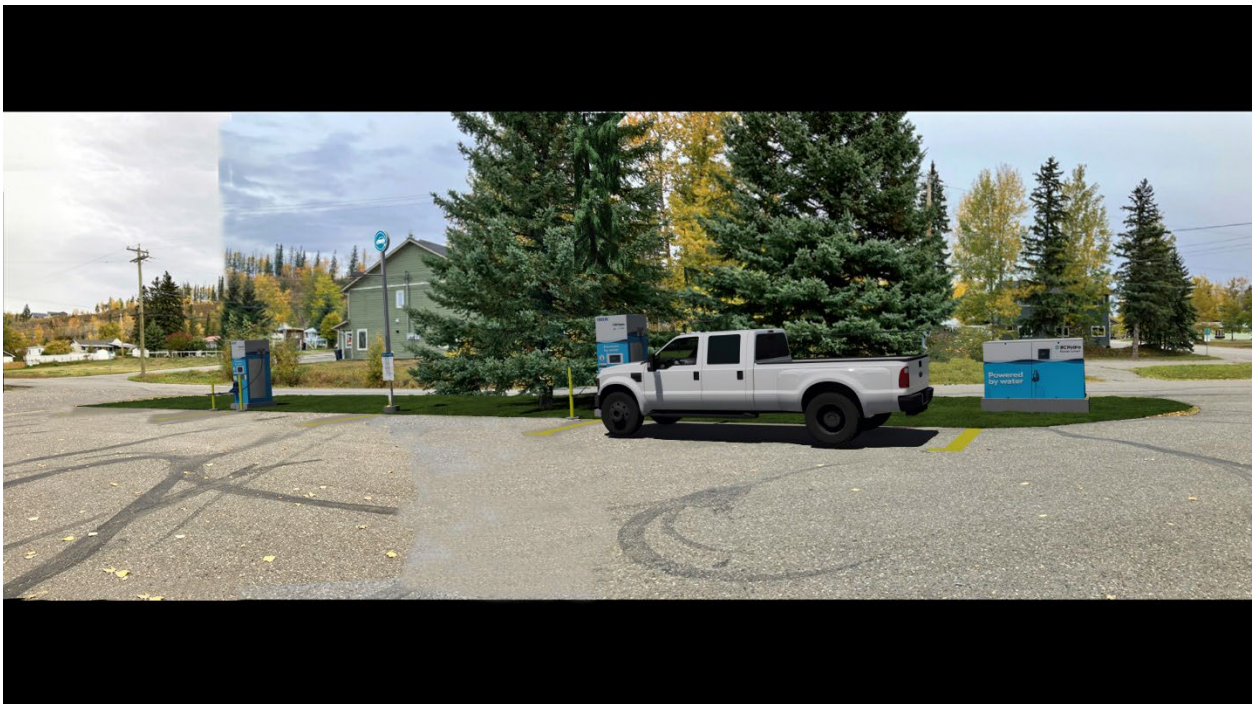
Currently, an aging sign is positioned between the trees and the garbage/recycling containers placed to the east. It's necessary to relocate these items on the site, and BC Hydro will assume full responsibility for covering all associated relocation costs.

BC Hydro is proposing the following options.

Option 1: Charging Station Located Between Two Trees



This layout allows for four evenly spaced stalls at 8.8 m.



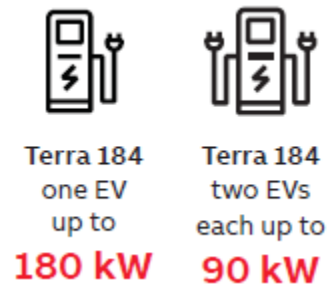
Option 2: Charging Station Located at Edge of Trees



This layout allows for one extended parking stall at 12 m and three remaining 3 stalls at 7.8 m.



Charger specs for ABB Terra 184 (attached). The fast-charging time ranges from ~20 to 40 minutes. The actual charging speed depends on the EV model. These dual-port chargers can charge two EVs simultaneously up to 90kW each or one EV up to 180kW.



Partnership Roles & Responsibilities

Host Partner	BC Hydro
<ul style="list-style-type: none"> • Provide land for hosting station equipment and operations for 10 years. • Include EV station area in normal site maintenance services (snow clearing, stall painting, asphalt repair, etc.) • Make best efforts to notify BC Hydro of any issues with the charging station(s). 	<ul style="list-style-type: none"> • Design and install the charging station • Provide a new, dedicated electrical service connection • Provide ongoing maintenance and operation of the charging station • Pay all utility costs associated with the charging station, including electricity*.

** As a host, you will not receive a utility bill for the energy used by the charging station(s).*

Fast EV Chargers Vs Slow Chargers

Pros of Fast EV Chargers:

1. Speed: Fast chargers can significantly reduce charging time.
2. Convenience: They are ideal for long trips, offering a practical way to minimize downtime during journeys.
3. Availability: Fast chargers are becoming more common, increasing the accessibility of electric vehicle charging infrastructure.
4. High Power: They provide a higher power output, making them suitable for vehicles with larger battery capacities.

Cons of Fast EV Chargers:

1. Cost: Fast chargers are more expensive to install and maintain than slow chargers.
2. Impact on Battery Life: Rapid charging can put additional stress on an EV's battery, potentially reducing its long-term lifespan.
3. Utility Load: They require a substantial power supply, which can strain the local electrical grid.

Pros of Slow EV Chargers:

1. Affordability: Slow chargers are cost-effective to install and use.
2. Battery Health: They tend to be gentler on an EV's battery, promoting longer battery life.
3. Widespread Availability: They are widely available and can be installed at home, providing convenience for daily charging needs.

Cons of Slow EV Chargers:

1. Charging Time: They are much slower than fast chargers, making them less suitable for long trips.
2. Limited Range: For longer journeys, slow chargers may not provide enough power to fully charge an EV.
3. Dependence on Home Charging: If you don't have access to a home charger, it may not be practical for daily use.

FINANCIAL CONSIDERATIONS:

The proposed project comes at no expense to the District.

ALTERNATIVE OPTIONS:

1. That Council receives the report titled "EV Charging Stations" dated November 27, 2023; further, that Council approves Proposed Option #2, which includes installing two Level 3 fast charger stalls at the Beattie Park Visitors Center, located at the edge of the trees, creating one extended parking stall at 12 m and three remaining stalls at 7.8 m.
2. That Council provides further direction.

ATTACHMENTS AND EXTERNAL LINKS:

1. Product Leaflet Terra 94-124-128
2. Licence of Occupation (Electrical Vehicle Charging Stations)
3. [BC Hydro's Fast Charging Network](#)

Prepared by:

Robert Dauphinee

Director of Public Works

Approved by:

Crystal Brown

Crystal Brown, CAO

PRODUCT LEAFLET

Electric Vehicle Infrastructure

Terra 94/124/184 UL DC Fast Charging Station



ABB's Terra all-in-one DC fast chargers offer power up to 180 kW, with convenient charging times for every EV – including those with HV batteries.

The compact, modular design makes it perfect for retail, highway or fleet use, with power sharing to further optimize utilization. All Terra chargers feature connectivity for remote services and OCPP enablement.

The Terra 94/124/184 is available with CCS-only, CCS-dual and CCS+CHAdeMO dual outlets. Cable management options enhance reliability and usability.

Flexible configuration

ABB's Terra DC Fast chargers from 50 kW to 180 kW are designed for the most compact, reliable and future-proof demands. In addition to a range of power selections, Terra chargers can be configured with CCS and CHAdeMO connector cables, in single or dual outlet format. Cable management, payment enablement and connectivity choices also offer owners, operators and site hosts options tailored to the needs of every charging site, from public to fleet needs.

The most reliable, scalable choice

ABB's Terra chargers offer redundant power architecture for the highest uptime in the EV infrastructure industry. Additionally, Terra chargers

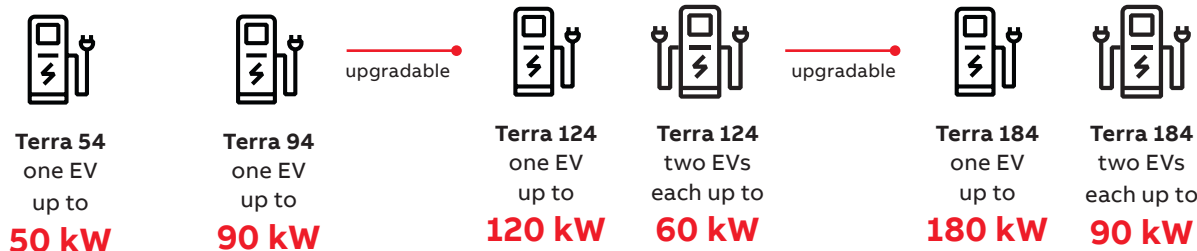
can meet the needs of high voltage BEVs up to 920V, making these systems fully compatible with all current and future EVs. With a host of configuration options, and upgradability, Terra DC fast chargers will follow EV market growth over time.

Power sharing for high utilization

Enabling every business model is critical for EV charging infrastructure. With this goal in mind, ABB has designed the Terra 124 and Terra 184 models with power sharing technology which capable of charging two vehicles at the same time. Simultaneous charging can deliver higher utilization for every charging asset, a major key to public and fleet electrification success.

ABB Terra "all in one" chargers are offered from 50 kW to 180 kW. The Terra 94 and Terra 124 can be upgraded to 180 kW over time.

Note: upgrading charging systems may require a grid connection upgrade as well as field certification.



Key features

- A compact, all-in-one charger from 90 kw to 180 kw
- Terra 124 and Terra 184 can fast-charge two vehicles at the same time
- Paralleled power module topology with automatic failover offers high uptime through redundancy
- Delivers full output power continuously and reliably over its lifetime
- Flexible configurations include CCS-single, CCS-dual and CCS+CHAdeMO-dual outlets
- Up to 920 VDC for every passenger or fleet EV
- Bright, daylight readable touchscreen display with graphic visualization of charging session
- High short circuit current rating
- EMC Class B certified for safe use at fuel stations, retail centers, offices, and residential-adjacent sites
- Design enables ADA compliant installations
- RFID authorization modes
- Always connected, enabling remote services, updates and upgrades
- Robust all-weather powder-coated stainless steel enclosure
- Quick and easy installation as well as serviceability

Optional features

- Reliable cable management system available as ordered or field upgrade
- Customizable user interface
- Integrated payment terminal
- Web tools for statistics and PIN access management
- Integration with OCPP networks, payment platforms and energy management
- Autocharge and ISO 15118 enabled

Why charging operators and fleets prefer ABB

- ABB offers the most advanced, safe and reliable EV infrastructure and grid connected technologies
- ABB Connected Services enable every business and remote services model
- ABB’s decade of EV charging experience and close cooperation with EV OEMs, networks and fleets

Specifications	Terra 94	Terra 124	Terra 184
Electrical			
Output power*	90 kW continuous	120 kW or 60 kW x 2 continuous	180 kW or 90 kW x 2 continuous
AC Input voltage	480Y / 277 VAC +/- 10% (60 Hz)		
AC input connection	3-phase: : L1, L2, L3, GND (no neutral)		
Nominal input current and input power rating	115 A, 96 kVA	153 A, 128 kVA	230 A, 192 kVA
Recommended upstream circuit breaker(s)	150 A	200 A	300 A
Power Factor*	> 0.96		
Current THD*	< 5%		
Short circuit current rating	65 kA		
DC output voltage	CCS-1: 150 - 920 VDC; CHAdeMO: 150 - 500 VDC		
DC output current	CCS-1: 200 A; CHAdeMO: 200 A (125 A optional)		
Efficiency*	95%		
Interface and Control			
Charging protocols	CCS1, CCS2 and CHAdeMO 1.2		
User interface	7" high brightness full color touchscreen display		
RFID system	ISO/IEC 14443A/B, ISO/IEC 15393, FeliCa™ 1, NFC reader mode, Mifare, Calypso, (option: Legic)		
Network connection	GSM/3G/4G modem; 10/100 Base-T Ethernet		
Communication	OCPP 1.6 Core and Smart Charging Profiles; Autocharge		
Supported languages	English (others available on request)		
Environment			
Operating temperature	-35 °C to +55 °C / -31 °F to +131 °F (de-rating characteristics apply at extreme temperatures)		
Recommended storage	-10 °C to +70 °C / 14 °F to +158 °C (dry environment)		
Protection	IP54, NEMA 3R; indoor and outdoor rated		
Humidity	5% to 95%, non-condensing		
Altitude	2000 m (6560 ft)		
General			
Charge cable	6 m (20 ft) standard; 8 m (26 ft) optional		
Dimensions (H x W x D)	1900 x 565 x 880 mm; 74.8 x 22.2 x 34.6 in		
Weight	350 kg / 775 lbs	365 kg / 800 lbs	395 kg / 870 lbs
Compliance and safety	UL 2202, CSA No. 107.1-16; UL 2231-1, UL 2231-2, CSA STD C22.2 No. 107.1; NEC Article 625, EN 61851, EN 62196; CHAdeMO 1.2; DIN 70121, ISO 15118; IEC 61000-6-3; EMC Class B, FCC Part 15		

*Data shown at nominal output power

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**LICENCE OF OCCUPATION
(Electrical Vehicle Charging Stations)**

THIS LICENCE is dated for reference as of November 3, 2023,

BETWEEN:

DISTRICT OF HUDSON'S HOPE

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

(the "**Licensor**")

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

c/o Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the "**Licensee**")

BACKGROUND

- A. The Licensor is the registered, beneficial owner of the Lands;
- B. The Licensor has agreed to Licence a portion of the Lands to the Licensee for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below; and
- C. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1 Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises for the Term, subject to the Permitted Encumbrances.
- 2.2 Term.** This Licence shall be for a term of ten (10) years which will commence on April 15, 2024 (the "**Commencement Date**") and end on April 14, 2034 (the "**Term**") unless terminated in accordance with this Licence.

- 2.3 Renewal.** In consideration of the sum of \$10, which sum is non-refundable, now paid by the Licensee to the Licenser (the receipt and sufficiency of which is acknowledged by the Licenser), upon receiving written notice from the Licensee at least six (6) months prior to the expiration of the Term, the Licenser will renew this Licence for a further term of ten (10) years on the same terms and conditions as are contained herein, except this right of renewal.
- 2.4 Extension of Term.** The parties agree that if the Licensee constructs one or more Charging Stations on those portions of the Premises shown hatched on the plan attached as Schedule 3 during the Term, the Term of this Licence will be automatically be extended and expire ten (10) years from the date the last of the Charging Stations was installed thereon. For greater certainty, the Licensee shall retain the right of renewal set out in section 2.3 herein during the Term as may be extended under this section 2.4

PART 3 – LICENCE FEE AND TAXES

- 3.1 Licence Fee.** The Licensee will pay a license fee in the amount of one dollar (\$1) to the Licenser for the Term, plus any applicable taxes, the receipt and sufficiency of which the Licenser hereby acknowledges.
- 3.2 Payment of Taxes.** The Licenser shall pay and discharge or cause to be paid and discharged when due all Taxes.

PART 4 – ANCILLARY AREAS

- 4.1 Ancillary Areas.** The Licenser hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:
- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
 - (i) ingress and egress to and from the Premises; and
 - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
 - (b) the common access road, if a common access road is present on the Lands,
- (collectively, the “**Ancillary Areas**”).
- 4.2 24/7 Access.** The Licenser and the Licensee acknowledge and agree that the Licensee may exercise its rights under Section 4.1 at all times by day or night and the Licenser shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Premises.

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

- 5.1 Permitted Use.** The Licensee will use the Premises and the Ancillary Areas. solely for the Permitted Purposes and the Licensee will not use the Premises and/or the Ancillary Areas or permit the same to be used for any other purpose without the Licenser’s prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.

5.2 Improvements. For greater certainty, the Licensee may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Premises at any time, and from time to time, during the Term.

5.3 Licensee Covenants. The Licensee covenants and agrees as follows:

- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
- (b) to pay one hundred percent (100%) of all utility costs directly attributable to the Improvements.

PART 6 - ENVIRONMENTAL REQUIREMENTS

6.1 Environmental Requirements. The Licensee covenants and agrees with the Licensors as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensors, any Contaminants from the Lands to the extent caused by the use of the Premises by the Licensee and in a manner which conforms to Environmental Laws governing such removal.

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

7.1 Licensee's Maintenance and Repairs. The Licensee will throughout the Term:

- (a) maintain and repair the Improvements;
- (b) subject to Section 7.1(a), not be responsible for any maintenance or repairs to the Premises and/or the Ancillary Areas, except for any damage caused to such areas by the Licensee; and
- (c) at its cost, discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensee.

7.2 Licensors' Maintenance, Repairs and Supervision. The Licensors will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Improvements) and all of the Ancillary Areas:
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises and/or the Ancillary Areas by the Licensee excepted); and

- (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition;
- (b) clear snow from the Premises and any access roads on the Lands at regular intervals to ensure public access to the Charging Stations but the Licensor shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the District of Hudson's Hope, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the "**Licensed Parking Spaces**") in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Premises in the Licensor's security supervision operations;
- (e) keep the Premises well lit, but the Licensor shall not be required to:
 - (i) repair or maintain street lights within or adjacent to the Premises more frequently than it repairs or maintains other street lights, or to a higher standard; or
 - (j) repair or maintain the Licensee's Lighting (if any) on the Premises;
- (f) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the act or omission of the Licensor; and
- (g) discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensor.

7.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

7.4 Licensor Covenant Not to Impair. The Licensor shall not take any action that would impair use of the Premises or the Improvements. The Licensor shall not knowingly allow another party to impair use of the Premises or the Improvements. The Licensor agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Licensor acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Licensor if the Licensor causes impairments of the Premises and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby

impairing use of the Licensed Parking Spaces for the purposes of charging electric vehicles and/or impairing use of the Improvements, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

Without limiting the generality of the foregoing, the Licensor shall not from and after the time this Licence is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Licensor under this Licence; and/or (ii) the Licensee's use, occupancy and/or operation of the Premises and/or the Ancillary Areas, as applicable, as contemplated under this Licence.

- 7.5 Alterations to Premises.** Save and except for the Improvements, the Licensee will not install any additional works in or about the Premises, without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed.
- 7.6 Location of Improvements on Premises.** The parties agree that Schedule 3 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.
- 7.7 Removal of Improvements.** Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

- 8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.
- 8.2 Assignment by Licensor.** The Licensor shall give to the Licensee at least two (2) months prior written notice of any proposed sale or other transfer of any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part. Prior to any such sale or transfer, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee, acting reasonably) of the proposed purchaser or transferee, as applicable, to be bound to the terms of this Licence.

PART 9 - OPTIONS TO TERMINATE

- 9.1 Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this

right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.

- 9.2 Licensors Option to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without penalty, if, following the opening of at least one Charging Station for use by the public, the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.

PART 10 - ACCESS BY LICENSOR

- 10.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Premises and/or the Ancillary Areas.

PART 11 - EXPROPRIATION

- 11.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the "**expropriation**" shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 12 – INTELLECTUAL PROPERTY

- 12.1 Use of Name or Mark.** As soon as practicable following execution of this Licence:
- (a) if a party wishes to have its name or name and Mark included on communication or promotional materials to be prepared in connection with the Project, that party shall provide its unconditional approval in writing to the other party for such use; and
 - (b) if a party wishes to have its Mark included on communication or promotional materials, then that party shall provide to the other party a black and white, high-resolution copy of its Mark and guidelines for use of such Mark, if any, and hereby:
 - (i) grants to the other party an irrevocable perpetual, non-exclusive, non-assignable, personal, non-transferable and fee and royalty-free license to use the Mark in the promotion of the Project, including for placement on the Charging Stations or signage, in accordance with the guidelines and for the Term; and

- (ii) represents and warrants that it has the right to grant the license described in Subsection 12.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 12.1 (b)(i) above.

- 12.2 Promotions.** Subject to Section 12.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that, for any Licensor disclosure or promotion, the Licensor has given the Licensee at least twenty (20) Business Days prior written notice of the disclosure or promotion and obtained the Licensee's advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors.

PART 13 – MISCELLANEOUS

- 13.1 Signage.** It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls;
- (b) the Licensee's Signage may include the Licensor's logos, provided the size and location of such logos shall be determined by the Licensee in its sole discretion;
- (c) the Licensor will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

- 13.2 Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence and subject to the Permitted Encumbrances, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensor, or any party claiming through the Licensor.

- 13.3 Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

- 13.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee's interest in the Improvements.

- 13.5 No Partnership.** The Licenser does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licenser and Licensee.
- 13.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licenser and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.
- 13.7 No Waiver.** No obligation in this Licence will be considered to have been waived by the Licenser unless the waiver is in writing and signed.
- 13.8 Unavoidable Delay.** If either the Licenser or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.
- 13.9 Notices.** Addresses for any notice to be given under this Licence will be as follows:
- (a) If to the Licensee:

BC Hydro
c/o Properties, 13th Floor - 333 Dunsmuir,
Vancouver, BC V6B 5R3
Attention: Manager (Property Leasing Services)
Email: Leasing@bchydro.com
 - (b) If to the Licenser:

District of Hudson's Hope
Box 330, 9904 Dudley Drive
Hudson's Hope, BC V0C 1V0
Attention: Chief Administrative Officer
Email: cao@hudsonshope.ca
- 13.10 Deemed Receipt.** Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:
- (a) if delivered by hand or courier, upon delivery;
 - (b) if mailed, upon the fifth Business Day following posting; and
 - (c) if emailed:
 - (i) to the Licensee, upon the Licensee providing to the Licenser express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Licenser has not received a written acknowledgement of the notice from the Licensee by email within

5 Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Licensor to deliver the notice or document to the Licensee using an alternative method in accordance with this Licence. The Licensee will not be liable for any loss or damage or any other disadvantage suffered by the Licensor resulting from such email communication; or

- (ii) to the Licensor, upon actual receipt by the Licensor as evidenced by a return email or automatic receipt indicating that the email has been read.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

14.13 Time of Essence. Time will be of the essence in this Licence.

14.14 Severance. If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

14.15 No Modification. No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

14.16 Successors. This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).

14.17 Peaceful Surrender. The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.

14.18 Counterparts. This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

14.19 Delivery. This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

14.20 Schedules. The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:

Schedule 1 – Description of the Lands

Schedule 2 – Defined Terms

Schedule 3 – Plan of Premises

14.21 Including. The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

DISTRICT OF HUDSON’S HOPE

By its authorized signatory(ies):

Name:

Title:

Name:

Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name:

Title:

SCHEDULE 1

Description of Lands

<u>PID:</u>	005-759-919
<u>Legal description:</u>	LOT 4 DISTRICT LOT 420 CARIBOO DISTRICT SITUATE WITHIN PEACE RIVER DISTRICT PLAN 21846
<u>Civic address:</u>	9555 Beattie Drive, Hudson's Hope, BC

SCHEDULE 2

Defined Terms

“Ancillary Areas” has the meaning set out in Section 4.1;

“Business Days” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“Canopy” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Premises as determined by the Licensee in its sole discretion;

“Charging Stations” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“Commencement Date” has the meaning set out in Section 2.2;

“Contaminants” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (**“PCBs”**), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“Encumbrance” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, license, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“Environmental Laws” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“Expansion Area” has the meaning set out in Section 2.4;

“Government Authority” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“Improvements” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any);

“Infrastructure” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

“Kiosks” means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

“Lands” means the lands described in Schedule 1 attached to this Licence;

“Licensed Parking Spaces” has the meaning set out in Section 7.2(c);

“Licensee” means British Columbia Hydro and Power Authority and any permitted assignee under Section 8. Any reference to **“Licensee”** includes, where the context allows the servants, employees, agents, invitees and Licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“Licensee’s Lighting” means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Premises for the purpose of illuminating the Premises, the Charging Stations and the Infrastructure;

“Licensee’s Paving” means any asphalt or paving installed or to be installed by the Licensee on the Premises necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

“Mark” means a parties associated logos;

“Permitted Encumbrances” means any Encumbrances registered or showing as pending registrations on title to the Lands at the time this Licence is executed;

“Permitted Purposes” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

“Premises” means the portion of the Lands shown in black bold outline on the plan attached to Schedule 3 to this Lease, including for greater certainty those areas identified on Schedule 3 as “Premises” and “Premises for Future Expansion”;

“Project” means the installation and operation of the Charging Stations and the Infrastructure;

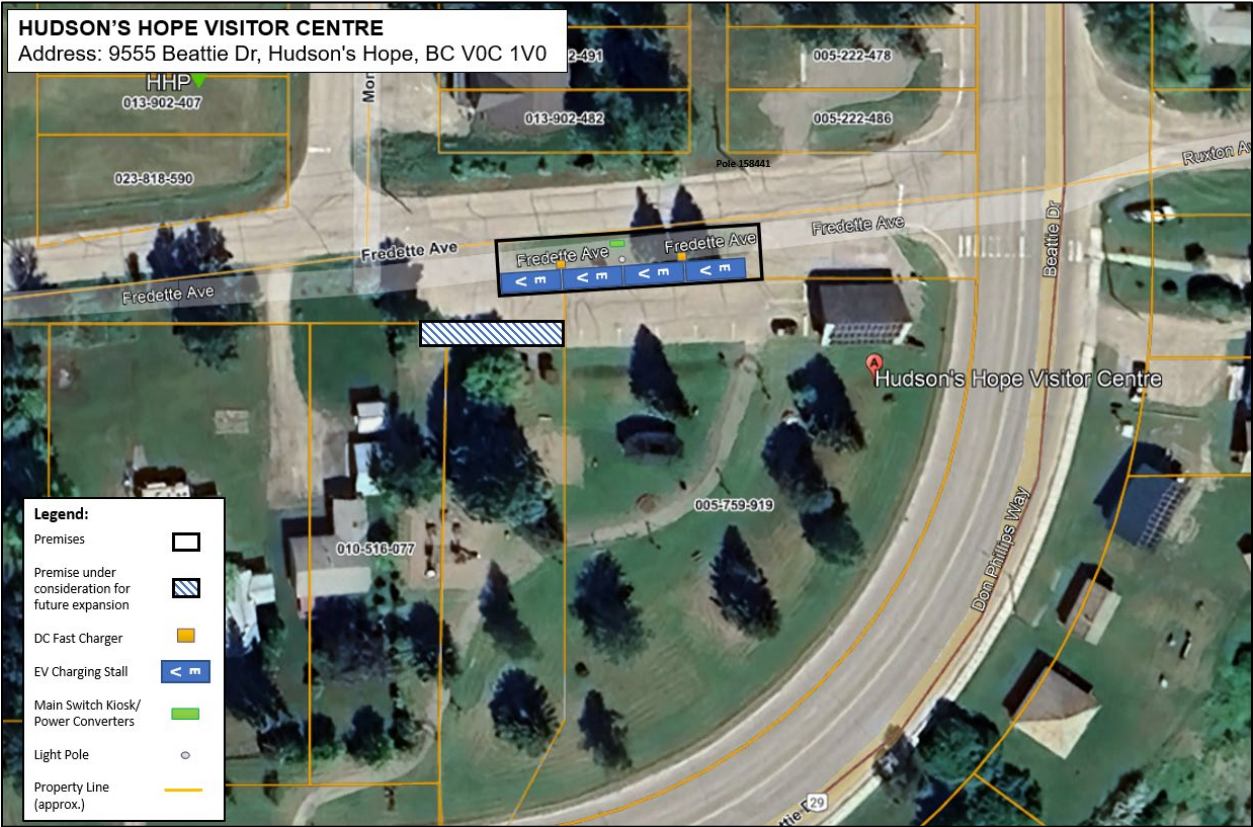
“Taxes” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

“Term” has the meaning set out in Section 2.2; and

“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 3

Plan of Premises outlined in black bold is attached





THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
SUBJECT: Recreation Department Update
DATE: November 27, 2023
FROM: Kelsey Shewfelt, Recreation Officer

RECOMMENDATION:

That Council receives the report titled "Recreation Department Update", dated November 27, 2023, for information.

BACKGROUND:

Below, please find highlights of some of the activities in the Recreation Department from October 17, 2023, to November 22, 2023.

COMPLETED ACTIVITIES AND EVENTS

1. Frightful Frolics (October 27, 2023) – Event was well attended with approximately 125 attendees. Activities included kid's movie, haunted skate, crafts, pumpkin carving contest, and small haunted house. Total costs for this event were approximately \$1931.96.
2. Northeastern BC Collaborative Accessibility Committee – The Recreation Department has been attending monthly meetings for this committee. Further updates will be shared as it becomes available.
3. Poppy Campaign (Early November) – Recreation Department distributed poppies at local businesses around town. Total amount of funds raised to be donated to the Royal Canadian Legion were approximately \$409.
4. Remembrance Day (November 11, 2023) – Ceremony and tea was well attended by community. Recreation Department worked with local RCMP and Canadian Rangers to facilitate ceremony. Total costs for this event were approximately \$300.
5. Veteran's Dinner (November 11, 2023) – Event had approximately 45-50 attendees. Total costs for this event were \$2600.

UPCOMING ACTIVITIES AND EVENTS

1. Annual Christmas Parade & Light Up (December 3, 2023) – Planning for this event is currently underway.
2. Santa Skate (December 16, 2023) - Planning for this event is currently underway.
3. Employee Christmas Party (December 16, 2023) - Planning for this event is currently underway.

SR8

4. House Decorating Contest (early December) - Planning for this event is currently underway.
5. Winter Fest (January 27, 2023 – February 2, 2023) – Planning for this event is currently underway.

GRANTS

1. Heritage Day Grant (Canada Day) – Application has been submitted.
2. Canada Summer Jobs Grant – Application currently in progress.
3. ParticipACTION Community Better Challenge Grant – Application currently in progress.

Prepared by:

Kelsey Shewfelt

Kelsey Shewfelt, Recreation Officer

Reviewed by:

Crystal Brown

Crystal Brown, CAO



THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
SUBJECT: Corporate Department Update
DATE: November 27, 2023
FROM: Andrea Martin, Corporate Officer

RECOMMENDATION:

That Council receives the report titled "Corporate Department Update", dated November 27, 2023, for information.

BACKGROUND:

Below, please find highlights of some of the activities from the Corporate Department from October 23, 2023, to November 27, 2023.

GENERAL OPERATIONS

1. 2023/24 Vacation Planning & Scheduling - Office Clerks, ICBC Clerk & Custodian – ongoing.
2. Assist Gerri in Building Permit procedures - Several inquiries on Building Permits in the community.
3. DOHH Transfer Station Upgrade Structures.
4. Starting to implement more awareness in the community about Building Permit processes.
5. Commissioner for Taking Affidavits / Oaths - Statutory Declarations – contacted Deputy Corporate Officer, Christina Brace of Fort St. John on procedures for witnessing the declarations.
6. Council Meetings - Prepped Regular, In-Camera, and Committee of the Whole Meeting Agendas and minutes for October and November.
7. Implementing new and improved meeting Agenda/Minute procedures.

LAND ADMINISTRATION

1. Subdivision File 2021.003 CANTRILL, Teryl
2. Subdivision File 2023.001 BASHA, Richard
3. Sent registered letters to 2 property owners with respect to structures without Building Permits.

ONGOING PROJECTS

1. **OCP Follow-Up** – Last week to engage the community on completing the Survey, November 24, 2023. Sent out information on all Social Media outlets. Printed hard copies for those without computer access.

SR9

BYLAWS/ PROCEDURES / POLICY

1. Preliminary policy review planning
2. DOHH Council Procedure Bylaw No. 765, 2009 – Reviewing
3. DOHH Fees and Charges Bylaw No. 915, 2020 - Reviewing
4. DOHH Election and Assent Voting Bylaw No. 940, 2023
 - First, Second and Third Reading, November 14, 2023.
 - Adoption, November 27, 2023.

ONGOING PROJECTS

1. Official Community Plan - Last week to engage the community on completing the Survey, November 24, 2023. Sent out information on all Social Media outlets. Printed hard copies for those without computer access.

STAFF TRAINING

1. Implementing new ICBC training strategy for staff to incorporate more in-person contact with customers. Moving forward with ICBC training mid-December for new staff.

Prepared by:

Andrea Martin

Andrea Martin, Corporate Officer

Reviewed by:

Crystal Brown

Crystal Brown, CAO



THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
SUBJECT: Public Works Department Update
DATE: November 27, 2023
FROM: Robert Dauphinee, Director of Public Works

RECOMMENDATION:

That Council receives the report titled "Public Works Department Update", dated November 27, 2023, for information.

BACKGROUND:

Below, please find highlights of some of the activities in the Public Works Department from October 17, 2023, to November 22, 2023.

OPERATIONS

1. **Arena:** Currently open and operational. Collaboration with YETI Refrigeration is ongoing as one of the compressors is Out of Service and awaiting parts.
2. **Curling Rink:** YETI has successfully repaired the brine leak and replaced a shaft seal on one of the compressors.
3. **Beattie and Kendrick Lift Stations:** Coordination with Big League Utilities to establish an acceptable schedule for lift station cleaning is in progress.
4. **Winter Preparedness:** All necessary equipment for winter operations has been readied.
5. **District Firehall:** Restoration of a bathroom water leak is in progress.
6. **PRRD Recycling Center:** Working with PRRD on relocating their Recycling Center from the Legacy Market parking lot to the Arena parking lot.
7. **Bulky Waste Hauling:** Ongoing efforts to transport "Bulky Waste" from the Transfer Site to Chetwynd Landfill on a weekly or bi-weekly basis.
8. **Christmas Lights:** Public Works is installing Christmas lights in Beattie Park for the December 3 Christmas Light Up event.

CAPITAL PROJECTS

1. **Kendrick Lift Station:** RFP for Engineering Services was sent to Consultants; one response was received. To be posted on BC Bids.
2. **King Gething Sani Dump:** Completed successfully.
3. **Highway 20 Manhole Replacement:** Deferred until 2024.

SR10

4. **Reschke Road Rehabilitation:** Completed; contractor notified of deficiencies, which will be addressed this summer.
5. **Pool Liner Replacement:** Considering a leak audit for pool piping before proceeding with the liner replacement.

WATER TREATMENT PLANT

1. Valve relocation work completed.
2. Veolia Rental Clarifier winterization completed.
3. Engineering drawings for the compressor building on the berm were sent to BC Hydro for review.
4. Cariboo Divers onsite to clean water intake screens and replace the pump and motor in the upstream caisson (Pump #1).
5. Staff continues to operate the Veolia Clarifier Trailer.
6. Toured Water Treatment Plant as SITE C.

Prepared by:

Robert Dauphinee

Robert Dauphinee, Director of Public Works

Reviewed by:

Crystal Brown

Crystal Brown, CAO



THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
SUBJECT: Protective Services Department Update
DATE: November 27, 2023
FROM: Fred Burrows, Fire Chief

RECOMMENDATION:

That Council receives the report titled "Protective Services Department Update", dated November 27, 2023, for information.

BACKGROUND:

The Protective Services Division is pleased to provide Council with highlights of some of the activities in the Fire Department from October 17, 2023, to November 21, 2023.

INCIDENTS

- a) Brush Fire - 1
- b) First Responder - 3
- c) Structure Fire - 1
- Total - 5

EMERGENCY MANAGEMENT

1. Deputy Graham participated in a two-day Introduction to EOC operations.
2. I participated in a seven-hour Zoom Call regarding the development of the new *Emergency and Disaster Management Act* regulations and a regional discussion on the development of the regulations that would work in concert with the *Act*.

SPECIAL TRAINING

1. Deputy Graham participated in two-day Introduction to Emergency Operations Center (EOC) operations.
2. Becky & Kellsey attended and were successful in the EMRG-1330 - EOC Operations.

SPECIAL EVENTS

1. We have selected four grade twelve students to participate in the Junior Fire Fighter Program for 2023-2024.
2. On November 11, we participated in the Remembrance Day ceremony at the town hall cenotaph and the Veteran's dinner that evening at the community hall.

SR11

BYLAW

1. We have continued working with administration on new construction projects at residential properties, with the owners failing to apply for building permits. Several stop-work orders were issued, and registered letters have been sent.

FIRE DEPARTMENT OPERATIONS

1. Engine 1

This unit had a complete failure of the built-in onboard hydraulic generator. The truck went for service to Northern Auto Electric in Fort St. John on October 3. We are now waiting for the replacement parts to come from the US. This series of this Onan/Cummins generators is no longer made.

2. Rescue 1

On Halloween night, the crew attempted to extinguish the bonfire at the airport after the fireworks. The truck failed to produce water flow for extinguishment activities. It appears that it has completely failed, and we have advised the crew that Rescue 1 no longer has any fire-fighting capabilities except for portable extinguishers.

CAPITAL PROJECTS

1. Wildland 3 Fire Apparatus has been ordered and secured with a \$100,000 down payment based on the price initially provided. It is anticipated the truck will be in service by June of 2024.
2. New Beryl Prairie Engine 2 arrived on November 20. This unit will not go into service until late December or early January. We are awaiting the installation of the new truck radio and mobile data terminal (MDT). We are a way down the line as most of the Peace Region is having their new radios installed as part of the P25 25 radio system upgrade. While waiting on the installs, training on the truck for the Beryl Prairie members will continue to develop the level of proficiency needed to master the many functions of the truck.

Prepared by:

Fred Burrows

Fred Burrows, Fire Chief

Reviewed by:

Crystal Brown

Crystal Brown, CAO



THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Crystal Brown, Chief Administrative Officer
DATE: November 27, 2023
SUBJECT: Items Previously Released from Closed Meeting – November 14, 2023

RECOMMENDATION:

That Council receive the report titled "Items Previously Released from Closed Meeting – November 14, 2023", dated November 27, 2023, for information.

BACKGROUND:

For information only – Council has authorized the following resolutions for release to the public from prior closed meetings.

October 23, 2023

MOVED, SECONDED, and CARRIED

That Council receive the report titled "District of Hudson's Hope License of Occupation with BC Hydro Amendment" dated October 20, 2023; further, that Council authorize that the District of Hudson's Hope enter into the amended License of Occupation with BC Hydro, dated October 13, 2023, which confirms that certain additional activities contemplated by the Licensee are acceptable to BC Hydro; and further, that the Mayor and Chief Administrative Officer be authorized to sign the agreement on behalf of the District of Hudson's Hope; and further again, that this item be immediately released to the public.

BACKGROUND/RATIONALE:

The above resolutions were authorized for release and are provided in this report as the official disclosure of the items to the regular Council agenda.

Prepared by:

Crystal Brown

Crystal Brown, CAO

SR12



REQUEST FOR DECISION

TO: MAYOR AND COUNCIL

DATE: November 27, 2023

FROM: Sub-Committee for Recreation Facilities

RFD TITLE: Request For Qualifications - Architect Services

RECOMMENDATION:

That Council receives the report titled "Request For Qualifications - Architect Services" dated November 14, 2023; further, that Council authorizes the issuance of a Request For Qualifications to obtain Architect Services for Phase 1 of the new Multi-use Community Centre, including Program & Scope Development, Concept Design, Schematic Design, and development of a project budget.

BACKGROUND:

On September 11, 2023, Council passed the following resolution:

MOVED, SECONDED, and CARRIED

That Administration, based on discussion, review the RFP and forward an amended RFP for Councils consideration.

The **Sub-Committee for Recreation Facilities** is recommending that the Request for Qualification (RFQ) be issued instead of a Request For Proposal as this will allow more open discussion with a qualified consultant that will allow the committee and staff to work with to determine the type of building that will best fit the community's current and future requirements. It is further recommended that the RFQ be executed at the beginning of 2024 to minimize overlap with the holiday period for both administration and for companies that may be interested in bidding on the request.

FINANCIAL IMPLICATIONS:

It is unknown at this time what the RFQ will cost. If approved by Council, costs will be included in the 2024 Financial Plan.

CR1

ALTERNATIVE OPTIONS:

1. That Council defer the report titled "Request For Qualifications - Architect Services" dated November 14, 2023, to the December 11, 2023, Council Meeting.
2. That Council provide further direction.

ATTACHMENTS AND EXTERNAL LINKS:

1. Draft Request for Qualifications No. 2024-01

Reviewed by:

Crystal Brown

Crystal Brow, CAO



Request for Qualifications (RFQ)

#2024-01

**District of Hudson's Hope
New Community Centre**

Integrated Design Process

January 2024

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1.0 The Project

1.1 The Project Overview:

To design and engineer a new multi-use community centre for the District of Hudson's Hope.

The new Multi-Use Community Centre (MUCC) building will be the focal point for year-round indoor community programming and events.

1.2 Project Background:

- 1.2.1 Hudson's Hope is a District Municipality in northeastern British Columbia, Canada, in the Peace River Regional District. Having been first settled along the Peace River in 1805, it is the third-oldest European-Canadian community in the province. The District of Hudson's Hope slogan is the "Playground of the Peace".
- 1.2.2 The District of Hudson's Hope (District) is planning for the replacement of the existing Community Hall and the Hudson's Hope Public Library (Library) with a new combined Multi-Use Community Centre, which houses a community hall, public Library, multi-use space and other amenities as outlined in Section 1.3.
- 1.2.3 While it is uncertain when the District may receive funding from upper levels of government, the District is immediately proceeding with the Stage 1 Phases for: Program & Scope Development Phase, Concept Design Phase, Schematic Design Phase, and development of a project budget.
- 1.2.4 The District will be undertaking a referendum to determine if the community is financially supportive of the project.
- 1.2.5 It is expected that at the end of Stage 1 Contract - there will be a decision by the District Council whether the District will proceed with Stage 2.

1.3 Project Description:

- 1.3.1 The District is planning for the replacement of the existing Community Hall and the Hudson's Hope Public Library with a new combined MUCC which houses a community hall with commercial kitchen, public library, and additional meeting/multiuse spaces. Other optional amenities in the wishlist include a cafeteria, running track, and a children's play zone.
- 1.3.2 The community hall portion of the new building must increase the legal occupancy compared to the current facility. The building must be complete with built in storage to accommodate tables, chairs, and event equipment, as well as a kitchen facility for catering functions. The library portion of the building must have a children's reading area, quiet reading space, office areas, storage space, and meeting rooms.

- 1.3.3 The MUCC is expected to have a functionally linked modern multi-use community centre that reflects the nature of Hudson's Hope to meet the present and future needs of residents and visitors to Hudson's Hope in accordance with approved project schedule and approved project budget, in a transparent process, using quality design and construction methods. The MUCC will create a community hub with safe and accessible spaces, which support community engagement, learning, culture, sport, tourism, health and wellness and personal growth for all residents and visitors to Hudson's Hope.
- 1.3.4 While it is uncertain when the District may receive funding from upper levels of government, the District is proceeding with retaining Architect Services in a two-stage contract approach. The contract approach is identified below:
- a) Stage 1 Contract includes: Program & Scope Development Phase, Concept Design Phase, Schematic Design Phase, and final Development Design phase.
 - b) Stage 2 Contract includes: Design development Phase, Construction documentation, Tender, Construction, Quality Management, Commissioning and Warranty.
- 1.3.5 The MUCC Project Leaders will direct and coordinate the project and is leading this RFQ to retain an Architect Team to undertake the next phase of work. Below are the expected milestones for the entire project.

Milestone	Date
RFQ - Notice of successful respondents January 30, 2024	March 1, 2024
Issue RFP to successfully pre-qualified firms	June 2024
Award of Stage 1 Contract for Architect Team Services	September 2024
Concept Design option approved	January 2025
Schematic Design approved	May 2025
Development Design approved	September 2025
End of Stage 1 – Decision to Proceed	December 2025
<i>Stage 2</i>	
<i>Award of Stage 2 Contract for Architect Team Services</i>	<i>TBD</i>
<i>Design Development Phase complete / approved</i>	<i>TBD</i>
<i>95% Construction Documents complete</i>	<i>TBD</i>
<i>Bid Document Review complete</i>	<i>TBD</i>
<i>Revisions made and approval to tender</i>	<i>TBD</i>

<i>Site Plan Process</i>	<i>TBD</i>
<i>Building Permit</i>	<i>TBD</i>
<i>General Contractor Pre-qualification complete</i>	<i>TBD</i>
<i>Issue Tender</i>	<i>TBD</i>
<i>Award of Construction Contract</i>	<i>TBD</i>
<i>Occupancy</i>	<i>TBD</i>

2.0 Scope of Work

2.1 Integrated Design Process (IDP)

The District desires to engage an experienced Integrated Design Team to take this project from concept to completion and commissioning. The process will involve two main stages and several phases including but not limited to:

Stage 1

1. Pre-Design
 - a. Team composition and coordination
 - b. IDP facilitator
 - c. Visioning charrette preparation, hosting
 - d. Concept Design report with magnitude of cost
2. Schematic Design
 - a. Team coordination
 - b. Schematic design documents
 - c. Key meetings including charrettes and workshops
 - d. Preliminary financial estimate
3. Design Development (final design)
 - a. Team coordination
 - b. Design development report
 - c. Detailed financial report

Note: A decision to proceed will be made at the end of Stage 1.

Stage 2

4. Construction Documentation
 - a. Preparation of construction documents, specifications and drawings
 - b. Tender documents
5. Bidding, Construction and Commissioning
 - a. Preparation of procurement documents
 - b. Assist in evaluation and selection of construction team
 - c. Management of construction process
6. Building Operation
 - a. Final report
 - b. As-built drawings
 - c. Operations manual

2.2 Pre-Qualification Process

It is the intent of the District to **prequalify three (3) Integrated Design Teams**, which will result in a short list of Integrated Design Teams that will be invited to submit a proposal in response to the subsequent RFP.

2.3 Procurement Process

At this time, the District has not chosen a particular procurement process for the project. Recommended procurement methods should be provided in the respondent's proposal.

3.0 Project Timeline

3.1 Pre-Qualification Timeline

Initial circulation of Request for Qualifications	January 2, 2024
Deadline - submitting questions concerning the RFQ	January 26, 2024
Close of RFQ	February 2, 2024
Interviews and site visits	February 16, 2024
Notice of successful respondents	March 1, 2024

Sealed proposals clearly marked in the form as provided in Appendix 3 for:

**“District of Hudson’s Hope
New Community Centre
Integrated Design Process Proposal”**

Submissions will be received at the District office until 2:00 PM MDT, February 2, 2024. Submissions received after that time will not be considered. Incomplete proposals may be rejected at the sole discretion of the District.

3.2 Budget

Total estimated budget for this project will likely be in the range of \$6.0 million - \$9.0 million Canadian depending on the final design. This includes the demolition of the existing community hall, the IDP process and construction of the new multi-use community centre. The existing community hall was built in 1968 (55 years old). A hazard assessment has NOT been undertaken to determine if asbestos is present in the building.

3.3 Contact Person

All questions regarding this RFQ should be directed to: Chris Cvik, Special Projects. Questions will only be accepted in writing.

- email, chris.cvik@hudsonshope.ca
- fax: 250-783-5741, or
- District of Hudson's Hope, PO Box 330, 9904 Dudley Drive, Hudson's Hope, BC, V0C 1V0

4.0 Evaluation

4.1 Evaluation Committee

The evaluation committee to determine three short-listed 'pre-qualified' Integrated Design Teams, will be formed from members of the District of Hudson's Hope Council, a representative from the Hudson's Hope Public Library, and District staff.

4.2 Evaluation Criteria (Submission Requirements)

The District reserves the right to short-list firms that, in the opinion of the Evaluation Committee, best addresses the needs of the District. The following are to be part of each submission.

Cover Letter: Company Name and Contact Information (Maximum 1– 8 ½ x 11 pages). Acknowledge receipt of all addenda.

Section 1: Company Overview (Maximum 2– 8 ½ x 11 pages)

Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

A brief overview of your firm, including size, years in service and other relevant information including an organizational chart.

Section 2: Project Understanding (Maximum 5– 8 ½ x 11 pages)

Describe the Respondent's interest in the project and sensitivity to the project objectives. Respondents are to confirm their understanding of the Project and Scope of Work and clearly define how they would go about achieving same, noting the MUCC shall be completed in a two-stage approach. Highlight any specific experience or proposed approach to address the issuing of the two contracts and the willingness and ability of the proponent to enter negotiations in the event that the District proceeds with Stage 2 contract.

Value Added:

Respondents are to include any additional information regarding their firm and/or services that could prove beneficial to the evaluation team in assessing their proposal. Include other considerations not covered in the RFQ.

Section 3: Architect and Design Team Qualifications

Provide a one (1) page bio/CV for each of the Architects Staff that would be directly involved in the project, indicating experience, credentials role on the project, extent of individuals time to be devoted to the project, and notable achievements in the area of this work assignment and include services on a minimum of two (2) comparable projects with description, role, construction budget and year substantially completed. An AIBC Certificate of Practice for the Architect firm must be provided.

Evaluation of the Staff will include an assessment of the firm's overall ability to provide adequate resources to this project.

Highlight any special qualifications for any other Architect team members.

Section 4: Sub-consultant Team Qualifications

Provide a one (1) page bio for each of the following Engineering Leads: Structural, Electrical, Civil and Mechanical, indicating experience, extent of individual's time to be devoted to the project, and notable achievements in the area of this work assignment and include services on a minimum of two (2) comparable projects with description, role on the project, construction budget and year substantially completed.

Evaluation of the Staff will include an assessment of the firm's overall ability to provide adequate resources to this project.

Section 5: Qualifications and collaboration of the Team working together on prior projects (Maximum 2– 8 ½ x 11 pages)

Provide evidence of the team's experience working together in particular the Architect and Engineering Leads.

Section 6: Comparable Projects (Maximum 2– 8 ½ x 11 pages per project)

Respondents shall include at least two (2) comparable projects that ideally include a library or community center that have been successfully completed by the firm in the past ten (10) years. This shall include a description of the facility highlighting similarities with this project, the project team including relevant sub-consultants, as well as images, the client names, project value, construction value, date substantially completed, and construction method.

Section 7: References (Maximum 2– 8 ½ x 11 pages per reference)

Provide two (2) reference letters preferably for similar or comparable projects completed after January 2014 and provide project details on the tables in Appendix "4".

The District reserves the right to contact these references, where appropriate. In the interest of fair and equitable consideration to all Respondents, please do not list the District of Hudson's Hope as a reference for this section.

The Evaluation Criteria Matrix can be found in Appendix 1.

4.3 Respondent's Submission

Respondents are requested to submit three (3) hard copies and one (1) USB memory stick copy of their submission. Submissions shall be submitted in a sealed envelope using the Proposal Envelope Template found in Appendix 3 of this document.

4.4 Adjustments

Adjustments to the submitted responses will only be considered in writing and must be submitted prior to the closing time. Adjustments must be received in person or by fax at 250-783-5741.

4.5 Addenda

Addenda, if required, will be issued and shall hereby form part and parcel of the said Project. Failure to acknowledge the Addendum/Addenda issued will result in a non-compliant submission. All Addenda should be posted on District Website and BC Bids on or before **January 26, 2024**, or as adjusted by Addenda. It is the responsibility of the Proponent to have received all Addenda that have been issued by the District. No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. The District of Hudson's Hope will assume no responsibility for oral instructions or suggestions.

Please check with the District Website and BC Bids prior to submitting your submission for the number of addenda released and note in your cover letter.

5.0 General Conditions

5.1 No District Obligation

This RFQ does not commit the District in any way to select a preferred Integrated Design Team, or to proceed to discussions or negotiations for a Contract, or to award any contract. The District reserves the complete right to at any time reject all RFQ's, and to terminate this RFQ process for any reason.

Proponents are solely responsible for their own expenses in preparing, submitting the RFQ, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFQ.

5.2 No Contract

By submitting an RFQ and participating in the process as outlined in this request, proponents agree that no contract of any kind is formed from this RFQ.

5.3 Conflict of Interest

A proponent shall disclose in its RFQ any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected officials, or employees.

5.4 Solicitation

Proponents and their agents will not contact any member of the District Council, District staff, or contractors with respect to this RFQ, other than the named District representative named in Section 3.3 at any time prior to notification of successful shortlisted team or cancellation of this RFQ.

5.5 Indemnification

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFQ package or any written or oral information transmitted or made available at any time to a proponent by or on

behalf of the District. Nothing in this RFQ is intended to relieve a proponent from forming its own opinions and conclusions in respect of this RFQ.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a proponent in preparing and submitting a proposal, or participating in negotiations or other activity related to or arising out of this RFQ. By submitting a proposal, each proponent shall be deemed to have agreed that it has no right to make such claims.

5.6 Confidentiality

The RFQ documents, or any portion thereof and any other confidential information to which a proponent may have access as a result of the RFQ process, may not be used by a proponent for any purpose other than submission of proposals.

5.7 Ownership of Proposals and Freedom of Information

Each proposal submitted, as well as any other documents received from a proponent, becomes property of the District, and as such subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a proponent. However, the District specifically reserves the right to distribute information about any proposal internally to its own council, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation and evaluation process.

5.8 Prohibition Against Gratuities

No respondent, and no employee, agent or representative of the respondent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, council member, agent, appointee or employee of the owner or the project team in connection with or arising from this RFQ. If the owner determines that this article has been breached by a respondent, the owner may exclude its submission from consideration, or if an agreement has already been entered into, may terminate it without incurring liability.

5.9 Time

The timing for the submission and receipt of proposals and any amendments thereto shall be determined by reference to Mountain Time.

APPENDIX 1 - Evaluation Criteria

Proposals will be evaluated and ranked by the steering committee. Evaluation criteria are as follows:

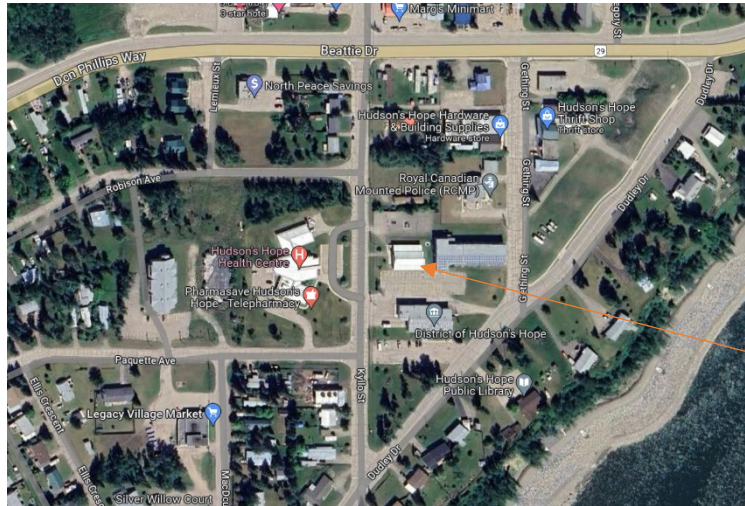
Firm's Qualifications (50%):

1. The firm's demonstrated ability to perform the required services with similar projects.
2. The firm's understanding of the proposed project as evidenced by the information provided in the RFQ submitted.
3. Demonstrated capability to deal effectively with the municipality and with the public.

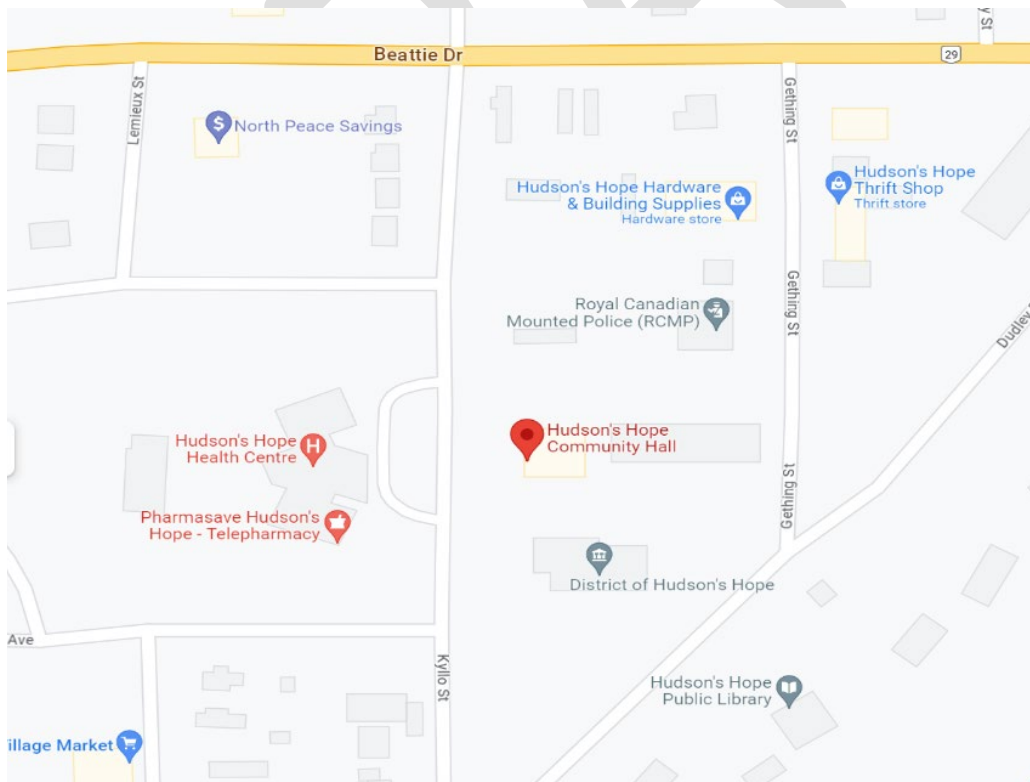
Project Team (50%):

1. The professional experience, qualifications, and educational background of the Architect and Design Team assigned to this project in working together and conducting work of comparable size and complexity.
2. The professional experience, qualifications, and educational background of the Sub-Consultant Team assigned to this project in working together and conducting work of comparable size and complexity.

APPENDIX 2 – Current Community Hall Site Aerial Photo



Current Community Hall location



APPENDIX 3 - Proposal Envelope Template

THIS TEMPLATE TO BE USED FOR REQUEST FOR QUALIFICATIONS
SUBMISSIONS

PROPOSAL FOR:

**District of Hudson's Hope
New Community Centre
Integrated Design Process**

PROPOSAL SUBMITTED BY:

NAME: _____

ADDRESS _____

SEND PROPOSAL TO:

Chris Cvik, Special Projects
District of Hudson's Hope
PO Box 330, 9904 Dudley Drive
Hudson's Hope, BC, V0C 1V0

Received on:

Time: _____

Date: _____

APPENDIX 4 - Reference #1 Template

Project Name:	
Project Location:	
Client: Name and title	
Client Phone No.	
Client Email	
Description:	
Total Size (sq. ft. GFA):	
Hudson's Hope Public Library: Yes/No Reno/New	
Others: Yes/No Reno/New	
Year Substantially Completed:	
LEED Standard if applicable	
Construction contract type	
Client approved Total Construction Budget:	\$
Total Construction Cost at completion:	\$
Team Members for Architect: Name and Role	

DRAFT

APPENDIX 4 - Reference #2 Template

Project Name:	
Project Location:	
Client: Name and title	
Client Phone No.	
Client Email	
Description:	
Total Size (sq. ft. GFA):	
Hudson's Hope Public Library: Yes/No Reno/New	
Others: Yes/No Reno/New	
Year Substantially Completed:	
LEED Standard if applicable	
Construction contract type	
Client approved Total Construction Budget:	\$
Total Construction Cost at completion:	\$
Team Members for Architect: Name and Role	



REQUEST FOR DECISION

To: Mayor and Council

Date: November 27, 2023

Originator: Becky Mercereau

RFD TITLE: Election And Assent Voting Bylaw No. 940, 2023

RECOMMENDATION:

That Council receive the report titled "Election and Assent Voting Bylaw No. 940, 2023" dated November 14, 2023; further, that Council adopt "Election and Assent Voting Bylaw No. 940, 2023".

BACKGROUND:

On November 14, 2023, Council passed the following resolution:

Moved, Seconded, and Carried

That Council receive the report titled "Election and Assent Voting Bylaw No. 940, 2023" dated November 14, 2023; further, that Council give "Election and Assent Voting Bylaw No. 940, 2023" first and second reading.

Moved, Seconded, and Carried

That Council give "Election and Assent Voting Bylaw No. 940, 2023" third reading.

DISCUSSION:

If Election and Assent Voting Bylaw No. 940, 2023 is adopted, the Chief Election Officer (CEO) will be appointed at the December 11, 2023, Council Meeting. As per the Local Government Act, the earliest day that the CEO could set the by-election for the empty Councillor position will be February 24, 2024.

If Council chooses to rescind third reading and refer the bylaw back to staff for additional changes, this will impact the date of the byelection.

FINANCIAL CONSIDERATIONS:

None at this time.

BL1

ALTERNATIVE OPTIONS:

1. That Council receive the report titled "Election and Assent Voting Bylaw No. 940, 2023" dated November 14, 2023; further, that Council rescinds third reading and refer "Election and Assent Voting Bylaw No. 940, 2023" back to staff for changes.
2. That Council provide further direction.

ATTACHMENTS AND EXTERNAL LINKS:

1. Election and Assent Voting Bylaw No. 940, 2023
2. November 14, 2023, Report - Election and Assent Voting Bylaw No. 940, 2023
3. General Local Election Government Election Bylaw No. 839, 2014
4. Mail Ballot Authorization and Procedure Bylaw No. 753, 2008

Prepared by:

Becky Mercereau

Becky Mercereau, Admin

Approved by:

Crystal Brown

Crystal Brown, CAO

**DISTRICT OF HUDSON'S HOPE
BYLAW NO. 940, 2023**

A bylaw to establish procedures
for elections and assent voting.

WHEREAS under the *Local Government Act*, the Council wishes to establish procedures and requirements to be applied for local government elections and assent voting;

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

PART 1: GENERAL PROVISIONS

- 1.1 This bylaw may be cited as "Election and Assent Voting Bylaw No. 940, 2023."
- 1.2 If any portion of this bylaw is declared invalid by a court, the invalid portion shall be severed, and the remainder of the bylaw is deemed valid.
- 1.3 The headings used in this bylaw are for convenience only and do not form part of this bylaw and are not to be used in the interpretation of this bylaw.
- 1.4 Any enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.
- 1.5 The following bylaws and their amendments are hereby repealed:
 - a) District of Hudson's Hope Election Bylaw No. 839, 2014; and
 - b) District of Hudson's Hope Mail Ballot Authorization and Procedure Bylaw No. 753, 2008.

PART 2: DEFINITIONS

- 2.1 In this bylaw,

"Applicant" means an elector who wants to vote by mail and who makes a request for a mail ballot, either by phone, fax, email, or in person;

"Authorized Person" means a person that the Applicant has authorized, on the Applicant's behalf to:

- a) Pick up a mail ballot package, or
- b) Drop off a completed mail ballot package;

“CEO” means Chief Election Officer;

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

“District Website” means www.hudsonshope.ca ;

“District Office” means the location at 9904 Dudley Drive, Hudson’s Hope, BC; and

“LGA” means the *Local Government Act*;

“Mail Ballot Register” means the records that the CEO must keep in relation to the mail ballot voting that includes:

- a) The name, address, and contact information for the person who requested a mail ballot;
- b) An indication of whether the Applicant requests a resident elector mail ballot package or a non-resident mail ballot package;
- c) The method by which the mail ballot was requested (in person, by mail, fax, phone, or email);
- d) The date the request for the mail ballot was received;
- e) The mail ballot delivery method option requested by the Applicant, including:
 - i. In person pick up by Applicant,
 - ii. In person pick up by Authorized Person,
 - iii. By regular mail to the Applicant, to their residential address, or an address provided by the Applicant different than the residential address, or
 - iv. By courier, at the Applicant’s expense;
- f) The name of the Authorized Person on behalf of the mail ballot voter to pick up or return a mail ballot package;
- g) The date the mail ballot package was issued and the method by which the mail ballot package was delivered to the Applicant;
- h) The date the mail ballot package was returned; and
- i) Whether or not the mail ballot certification was accepted or rejected.

PART 3: ELECTION PROCEDURES

Access to Nomination Documents

- 3.1 The CEO must make nomination documents available for public inspection on the District Website from the time of delivery until 30 days after the declaration of election results.

Voter Registration

- 3.2 A person may register as an elector:
- a) During advance registration in accordance with the *LGA*;
 - b) At the time of voting; or
 - c) By mail in conjunction with mail ballot voting.

Advance Voting Opportunities

- 3.3 Advance Voting Opportunity shall be held for an election or other voting on the 10th day before general voting day.
- 3.4 As the municipality is under a population of 5,000, a second advance voting opportunity will not be held.
- 3.5 The voting hours for advance voting opportunities shall be from 8:00 a.m. to 8:00 p.m.

Special Voting Opportunities

- 3.6 The CEO may establish special voting opportunities and may designate the dates, locations, and set the voting hours for these special voting opportunities, within the limits set out in the *LGA*.

PART 4: MAIL BALLOT VOTING

Mail Ballot Voting Authorization

- 4.1 As authorized by the *LGA*, voting may be done by mail ballot.
- 4.2 The CEO is authorized to establish time limits in relation to voting by mail, including:
 - a. The date by which the mail ballot packages will be sent by mail;
 - b. The date by which mail ballot packages will be available for pick up at the District Office;
 - c. The locations and time limits that apply to the return of mail ballot packages; and
 - d. The locations and time limits for opening certification envelopes prior to the close of voting on general voting day.

Mail Ballot Voting Application Procedure

- 4.3 The CEO shall maintain and make available for public viewing upon request a Mail Ballot Register that is sufficient to permit a challenge of an elector's right to vote in accordance with the intent of the *LGA*.
- 4.4 An elector may apply for a mail ballot package by telephone, fax, email, or in person at the District Office from the time an Election by Voting is declared until 4:00 pm on the day before general voting day.
- 4.5 The CEO, upon receipt of a mail ballot package request, shall:
 - a) Verify that the Applicant is eligible to vote as a resident or non-resident voter;
 - b) As soon as practically possible, prepare a mail ballot package for either a resident or non-resident voter that complies with the required content provisions for a mail ballot package contained in the *LGA*;
 - c) As per the Applicant's direction, distribute the mail ballot package in any of the following ways:

- i. Sending the mail ballot package by Canada Post;
 - ii. Sending the mail ballot package by courier at the expense of the Applicant;
 - iii. Having the mail ballot package picked up by the Applicant at a designated time and location; or
 - iv. Having the mail ballot package picked up by an Authorized Person at a designated time and location; and
 - d) Update the Mail Ballot Register.
- 4.6 The CEO may request that an Authorized Person show identification and sign a form before releasing the mail ballot package to an Authorized Person.
- 4.7 If, upon receiving a request for a ballot or mail ballot, the CEO determines that another person has voted or been issued a mail ballot package in the elector's name, the CEO shall comply with the *LGA*.

Mail Ballot Voting Procedure

- 4.8 The Applicant, upon receipt of the mail ballot package, shall:
- a) Mark their ballot by following the instructions contained in the mail ballot package;
 - b) Place each ballot inside the secrecy envelope provided for the ballot and seal the secrecy envelope;
 - c) Place the secrecy envelope inside the certification envelope provided for that ballot and seal the certification envelope;
 - d) Complete each certification envelope and declaration by following the instructions contained in the mail ballot package;
 - e) Place the certification envelope, the application for mail ballot registration, and any additional information required for registration, including proof of property ownership and non-resident property elector consent form, as applicable, in the outer envelope, and seal the outer envelope; and
 - f) Mail or deliver the outer envelope and its contents to the CEO at the specified address so that the CEO receives it before the close of voting on general voting day.

Mail Ballot Acceptance or Rejection

- 4.9 The CEO, upon receipt of the returned sealed mail ballot package, shall:
- a) Record the date of receipt of the returned sealed mail ballot package in the Mail Ballot Register; and
 - b) In the presence of at least one other person, open the mail ballot package and examine the certification envelope and any additional documentation submitted by the Applicant to:
 - i. Confirm the identity of the elector as an Applicant on the Mail Ballot Register,
 - ii. Determine the Applicant's entitlement to vote, and
 - iii. Determine the completeness of the certification envelope.

- 4.10 If the CEO is satisfied that the elector has met the requirements in Section 4.9 (b), the CEO shall mark the certification envelope as “accepted” and place the accepted certification envelope with the other certification envelopes.
- 4.11 If the CEO is not satisfied as to the identity of the elector, or the Applicant has not completed the application to register properly, the CEO shall mark the certification envelope as “rejected”, indicate the reason for the rejection, and set aside the rejected certification envelope unopened.
- 4.12 The unopened accepted certification envelopes shall remain in the custody of the CEO until:
- a) The time specified by the CEO under Section 4.2 (d) as to when the CEO will open the accepted certification and place the secrecy envelopes into the designated mail ballot box; or
 - b) The close of voting on General Voting Day.
- 4.13 At the close of general voting day, the CEO shall, in the presence of at least one other person, open the remaining unopened accepted envelopes, and place the secrecy envelopes containing the ballots into the designated mail ballot box.
- 4.14 As soon as possible after all the secrecy envelopes have been placed in the designated mail ballot box, the CEO, in the presence of at least one other person, shall supervise:
- a) The opening of the designated mail ballot boxes;
 - b) The opening of the mail ballot secrecy envelopes; and
 - c) The counting of the ballots in accordance with the *LGA*.
- 4.15 If the CEO receives a returned mail ballot package after the close of general voting day, the CEO shall:
- a) Mark the return envelope as “rejected”;
 - b) Indicate the reason why the return envelope was rejected on the return envelope; and
 - c) Place the unopened return envelope with the other rejected return envelopes.
- 4.16 The CEO shall retain all opened accepted certification envelopes and all unopened rejected certification envelopes until destruction is permitted under the *LGA*.

PART 5: REPLACEMENT OF SPOILED BALLOT

- 5.1 If an elector unintentionally spoils a mail ballot before returning it to the CEO, the elector may request a replacement ballot by advising the CEO of the ballot spoilage and mailing or delivering the spoiled ballot packaged in its entirety to the CEO.

PART 6: CHALLENGE OF ELECTOR

- 6.1 A person who qualifies under the *LGA* may challenge the right of a person to vote by mail ballot under the same conditions set out in the *LGA* for a person voting by ballot until a mail ballot has been issued to the person.

PART 7: RESOLUTION OF TIE VOTE AFTER JUDICIAL RECOUNT

- 7.1 In the event of a tie vote after a judicial recount, the tie vote will be resolved by conducting a lot in accordance with the *LGA*.

READ A FIRST TIME the 14th day of November, 2023.

READ A SECOND TIME the 14th day of November, 2023.

READ A THIRD TIME the 14th day of November, 2023.

ADOPTED the ____ day of _____, 2023.

MAYOR

CORPORATE OFFICER

Certified a true copy of

“Election and Assent Voting Bylaw No. 940, 2023”

this ____ day of _____, _____

CORPORATE OFFICER



REQUEST FOR DECISION

To: Mayor and Council

Date: November 14, 2023

Originator: Becky Mercereau

RFD TITLE: Election And Assent Voting Bylaw No. 940, 2023

RECOMMENDATION #1:

That Council receive the report titled "Election and Assent Voting Bylaw No. 940, 2023" dated November 14, 2023; further, that Council give "Election and Assent Voting Bylaw No. 940, 2023" first and second reading.

RECOMMENDATION #2:

That Council give "Election and Assent Voting Bylaw No. 940, 2023" third reading.

BACKGROUND:

On October 18, 2023, Kelly Miller provided his notice of resignation to the Corporate Officer, leaving one seat on Council vacant. As per the *Local Government Act (LGA)*, the District of Hudson's Hope (District) must now hold a by-election as soon as reasonably possible to fill the vacant seat on Council. During the last by-election in July 2023, it was noted by staff that the "General Local Election Government Election Bylaw No. 839, 2014" and "Mail Ballot Authorization and Procedure Bylaw No. 753, 2008" needed to be amended to better align with new provincial legislation. Staff are recommending that the existing bylaws be repealed and replaced with "Election and Assent Voting Bylaw No. 940, 2023".

DISCUSSION:

Key changes from the previous bylaw are as follows:

- a. **Mail Ballot Voting** - On June 17, 2021, the Province amended Section 110 of the *LGA* to allow all voters to vote by mail ballot. Previously, the *LGA* limited mail ballot opportunities to those who had challenges attending the voting place or would not be in the community on general voting day. As per the new additions to the *LGA*, if a local government chooses to allow mail ballot voting opportunities, it must be authorized by bylaw and offered to all voters with no restrictions. "Mail Ballot Authorization and Procedure Bylaw No. 753, 2008" limits mail ballot opportunities to persons who have a physical disability, illness, or injury that affects their ability to vote at another voting opportunity. Amending the District's bylaw to allow any person who wishes to vote to vote by mail will provide increased access to voting for residents who may not venture out to vote in person.

- b. **Mail Ballot Procedures** - Mail ballot voting procedures are more clearly articulated in the new bylaw. The rapid increase in mail ballot voting during COVID-19 resulted in new guidance and best practices for administering and managing the mail ballot voting process. In the new bylaw, the Chief Election Officer (CEO) can establish different registration procedures for mail ballot voting and determine where mail ballots will be accepted for return.
- c. **Mail Ballot Acceptance or Rejection** – the previous bylaw restricted mail ballots to be received by the CEO by 4:00 pm on the Thursday before general voting day. The new bylaw allows mail ballots to be received by the CEO until the close of general voting day.
- d. **Advanced Voting** – The new bylaw establishes that the District will not hold a second advanced voting opportunity as the population of the District is below 5000.
- e. **Special Voting Opportunities** - Scheduling of special voting opportunities is delegated to the CEO. The previous bylaw specified special voting to be made available only on the 10th day before general voting day to residents of the Silver Willow Court from 2:00 pm to 3:30 pm. By removing the stipulation from the bylaw and delegating the responsibility to the CEO to determine which special voting opportunities will be held and to schedule the times and eligibility, there is no possibility that a Ministerial Order will be needed to authorize the suspension of any bylaw provisions.
- f. **Time Limits** – The new bylaw authorizes the CEO to establish time limits in relation to voting by mail, including:
- The date by which the mail ballot packages will be sent by mail;
 - The date by which mail ballot packages will be available for pick up at the District Office;
 - The locations and time limits that apply to the return of mail ballot packages; and
 - The locations and times limits for opening certification envelopes prior to the close of voting on general voting day.

FINANCIAL CONSIDERATIONS:

None at this time.

ALTERNATIVE OPTIONS:

1. That Council receive the report titled “Election and Assent Voting Bylaw No. 940, 2023” dated November 14, 2023; further, that Council give “Election and Assent Voting Bylaw No. 940, 2023” first and second reading; and further, that Council refer “Election and Assent Voting Bylaw No. 940, 2023” back to staff for changes.
2. That Council provide further direction.

OTHER CONSIDERATIONS:

If the bylaw receives first three readings by Council, staff will bring forward the bylaw to the November 27, 2023, Council Meeting for adoption. If the bylaw is adopted on November 27, 2023, as per the LGA, the earliest day that the CEO could set the by-election for the empty Councillor position will be February 24, 2024. If Council chooses to refer the bylaw back to staff for additional changes before giving third reading, this will impact the date of the by-election.

ATTACHMENTS AND EXTERNAL LINKS:

1. Election Voting Bylaw No. 940, 2023
2. General Local Election Government Election Bylaw No. 839, 2014
3. Mail Ballot Authorization and Procedure Bylaw No. 753, 2008

Prepared by:

Becky Mercereau

Becky Mercereau, Admin

Approved by:

Crystal Brown

Crystal Brown, CAO



BYLAW NO. 839, 2014

A bylaw to provide for the determination of various procedures
for the conduct of elections and other voting.

WHEREAS under the *Local Government Act*, the Council may, by bylaw, determine various procedures and requirements to be applied to the conduct of local government elections and other voting;

AND WHEREAS the Council wishes to establish voting procedures and requirements under that authority;

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

CITATION

1. This Bylaw may be cited as "General Local Government Election Bylaw No. 839, 2014."

ADVANCE VOTING OPPORTUNITIES

2. As authorized under Section 97(2) of the *Local Government Act*, the required Advance Voting Opportunity shall be held for an election or other voting shall be held on the 10th day before general voting day.
3. The voting hours for advance voting opportunities are from 8:00 a.m. to 8:00 p.m.
4. Pursuant to section 98 of the *Local Government Act*, the Council authorizes the Chief Election Officer to establish additional voting opportunities for each election to be held in advance of general voting day and to designate the voting places, and to establish the date and voting hours for these voting opportunities.

SPECIAL VOTING OPPORTUNITIES

5. To give electors who may otherwise be unable to vote an opportunity to do so, the Council will provide a special voting opportunity as authorized under section 99 of the *Local Government Act* on the 10th day before general voting day for the general local election or other voting during the hours specified and for the electors specified:
 - (i) Silver Willow Court

10104 Ellis Crescent
Hudson's Hope, BC V0C 1V0
2:00 pm to 3:30 pm
Only electors who are residents of the Silver Willow Court may vote at
this special voting opportunity.

RESOLUTION OF TIE VOTE AFTER JUDICIAL RECOUNT

6. In the event of a tie vote after a judicial recount, the tie vote will be resolved by conducting a lot in accordance with section 141 of the *Local Government Act*.

REPEAL

7. District of Hudson's Hope Election and Voting Procedures Bylaw No. 591, 1999 is repealed.

Read a First Time the 23rd day of June, 2014.
Read a Second Time the 23rd day of June, 2014.
Read a Third Time the 14th day of July, 2014.
ADOPTED the 28th day of July, 2014.


MAYOR


CLERK

Certified a true copy of Bylaw No. 839
this ____ day of _____, ____

Clerk

DISTRICT OF HUDSON'S HOPE

Bylaw No. 753

WHEREAS pursuant to Section 100 of the *Local Government Act*, Council may, by bylaw, permit voting by mail ballot and establish procedures therefor;

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

1. CITATION

- 1.1 This bylaw may be cited as "Mail Ballot Authorization and Procedure Bylaw No. 753, 2008".

2. AUTHORIZATION

- 2.1 Voting by mail ballot and elector registration by mail in conjunction with mail ballot voting are hereby authorized.
- 2.2 The only electors who may vote by mail ballot are the following:
- (a) persons who have a physical disability, illness, or injury that affects their ability to vote at another voting opportunity;

3. APPLICATION PROCEDURE

- 3.1 A person wishing to vote by mail ballot shall apply by giving their name and address to the chief election officer or to the person designated by the chief election officer for such purposes, during the period commencing 7 days before the first day of advance voting and ending at 4:00 pm on the Thursday two days before general voting day.
- 3.2 Upon receipt of a request for a mail ballot, the chief election officer or designate shall, between the first day of advanced voting and 4:00 pm on the Thursday two days before general voting day:
- (a) make available to the applicant, a mail ballot package as specified in Section 100(7) of the *Local Government Act*, together with a statement advising the elector that the elector must meet the mail ballot criteria specified in Section 2.2 of this bylaw, and that they must attest to such fact; and
 - (b) immediately record and, upon request, make available for inspection:
 - (i) the name and address of the person to whom the mail ballot package was issued; and
 - (ii) whether the person is registered as an elector, or "new elector", if that person is not on the register of electors.

4. VOTING PROCEDURE

- 4.1 To vote using a mail ballot, the elector shall mark the ballot in accordance with the instructions contained in the mail ballot package provided by the chief election officer.
- 4.2 After marking the ballot, the elector shall:
- (a) place the ballot in the secrecy envelope provided and seal the secrecy envelope;
 - (b) place the secrecy envelope in the certification envelope, and complete and sign the certification printed on such envelope, and then seal the certification envelope;
 - (c) place the certification envelope, together with a completed elector registration application, if required, in the outer envelope, and then seal the outer envelope;
 - (d) mail, or have delivered, the outer envelope and its contents to the chief election officer at the address specified so that it is received no later than the close of voting on general voting day.

5. BALLOT ACCEPTANCE OR REJECTION

- 5.1 Until 4:00 pm on the Thursday two days before general voting day, upon receipt of the outer envelope and its contents, the chief election officer or designate shall immediately record the date of such receipt and shall then open the outer envelope and remove and examine the certification envelope and the completed elector registration application, if applicable, and if satisfied as to:
- (a) the identity and entitlement to vote of the elector whose ballot is enclosed; and
 - (b) the completeness of the certification; and
 - (c) the fulfilment of the requirements of Section 56 of the *Local Government Act* in the case of a person who is registering as a new elector;
- the chief election officer or designate shall mark the certification envelope as "accepted", and shall retain in his custody all such certification envelopes in order to deal with any challenges made in accordance with Section 6 of this bylaw.
- 5.2 The unopened certification envelopes shall remain in the custody of the chief election officer or designate until 4:00 pm on the Thursday two days before general voting day, at which time the certification envelopes containing the secrecy envelopes shall be opened in the presence of at least one other person, including any scrutineers present.
- 5.3 At 4:00 pm on the Thursday two days before general voting day, the chief election officer or designate shall place all secrecy envelopes received up until that time into a ballot box specified for such purpose, where such secrecy envelopes were received from persons whose right to vote using a mail ballot has not been challenged, or where such challenge has been resolved and the challenged person permitted to vote.

- 5.4 Where an outer envelope and its contents are received by the chief election officer or designate between 4:00 pm on the Thursday two days before general voting day and the close of voting on general voting day, the provisions of Section 5.1 of this bylaw with regard to ballot acceptance shall apply and the chief election officer or designate shall retain such envelopes in their possession until the close of voting and at that time shall open such certification envelopes in the presence of at least one other person, including any scrutineers present, and place the secrecy envelope containing the ballot into the ballot box containing the other unopened secrecy envelopes.
- 5.5 As soon as possible after all of the secrecy envelopes have been placed in the ballot box designated for that purpose, the ballot box shall be opened under the supervision of the chief election officer or designate, and in the presence of at least one other person and any scrutineers present, the secrecy envelopes shall be opened and the ballots contained therein counted in accordance with the provisions of the *Local Government Act*.
- 5.6 Where:
- (a) upon receipt of an outer envelope, the chief election officer is not satisfied as to the identity of the elector whose ballot is enclosed; or
 - (b) in the case of a person required to complete an application for registration as an elector, such application has not been completed in accordance with Section 56 of the *Local Government Act*; or
 - (c) the outer envelope is received by the chief election officer or designate after the close of voting on general voting day,
- the certification envelope shall remain unopened and the chief election officer shall mark such envelope as "rejected", and shall note the reasons therefor, and the ballot contained therein shall not be counted in the election.
- 5.7 Any certification envelopes and their contents rejected in accordance with Section 5.6 of the bylaw shall remain unopened and shall be subject to the provisions of Section 150(6) of the *Local Government Act* with regard to their destruction.

6. CHALLENGE OF ELECTOR

- 6.1 A person exercising the right to vote under the provisions of this bylaw may be challenged in accordance with and on the grounds specified in Section 116 of the *Local Government Act*, until 4:00 pm on the Thursday two days before general voting day.
- 6.2 The provisions of Section 116(2) to (5) inclusive of the *Local Government Act* shall apply where a challenge of an elector using a mail ballot has been made.

7. ELECTOR'S NAME ALREADY USED

- 7.1 Where, upon receiving a request for a mail ballot, the chief election officer determines that another person has voted or has already been issued a mail ballot in the elector's name, the provisions of Section 117 of the *Local Government Act* shall apply, so far as applicable.

8. REPLACEMENT OF SPOILED BALLOT

- 8.1 Where an elector unintentionally spoils a mail ballot before returning it to the chief election officer, the elector may request a replacement ballot by advising the chief election officer or designate of the ballot spoilage and by mailing or otherwise delivering by any appropriate means, the spoiled ballot package in its entirety to the chief election officer or designate.
- 8.2 The chief election officer shall, upon receipt of the spoiled ballot package, record such fact, and proceed in accordance with Section 3.2 of this bylaw.

Read for a First Time on the 23rd day of June, 2008.

Read for a Second Time on the 14th day of July, 2008.

Read for a Third Time on the 14th day of July, 2008.

Adopted on the 14th day of July, 2008.

L. M. Harwood
MAYOR

Bonnie
CLERK

Certified a true copy of Bylaw No. 753
this ____ day of _____, 20 ____.

Clerk

November 7, 2023

District of Hudson's Hope
PO Box 330
Hudson's Hope, BC V0C 1V0

Attention: Mayor and Council
Re: Public Access to the Berm and the OCP

Mayor and Council:

As a new OCP is in process, we wanted to bring to your attention that the berm upstream from the gate located to the West of the "Old Ferry Landing" is located on private property.

Landowners own private property beneath and upon which the berm is situated along this section of the berm. They have various concerns, primarily liability issues, trespassing and fire danger. Those are our main concerns, and as such, that portion of the berm is not for public access.

Unfortunately, BC Hydro has been very slow in erecting appropriate signage and securing the gate with a lock, which has only added to the issue. BC Hydro had indicated that this area of the berm would not have public access in the diagrams of the berm during the public consultation process. (See the attached from 2012)

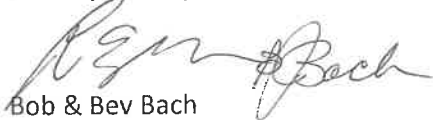
In addition, we had the opportunity to submit specific questions and concerns to the Water Comptroller when BC Hydro applied for their water license in 2015, as we hold water licenses for the spring and ponds located on our property. This is a very large liability issue for us personally. We were very careful regarding this in the past, with fencing, a locked gate, and signage.

We have attached a copy of BC Hydro's response through the Water Comptroller to our queries regarding this issue, which states the following: "With respect to private access, the berm will not preclude private landowners from accessing the reservoir. Public access will not be permitted."

We do realize that this is a disappointment to the community, but this our backyard. This would have been less an issue if BC Hydro had erected signage and security a year ago, when the berm was completed. We might add here that we have repeatedly requested that signage during the past year, to no avail. We would also suggest that it would bring liability issues to the District of Hudson's Hope as well. Unfortunately, BC Hydro has let this become a more contentious issue, involving landowners, the community, and the District of Hudson's Hope.

It would be very cooperative if the District sent a letter to BC Hydro requesting appropriate signage and security, which would also help relieve the liability issue.

Thank you for your understanding.


Bob & Bev Bach

Cc:
James Thomas, BC Hydro
Aurora Faulkner-Killam, Cox Taylor
C. Edward Hanman, Cox Taylor

C1

Attachments (4 pgs)

OUTDOOR RECREATION

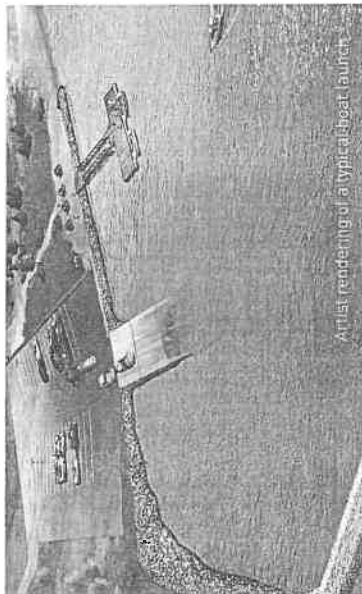
2. CONSULTATION TOPIC

BOAT LAUNCH DESIGN AND FACILITIES

In addition to boat access to the reservoir, these boat launch sites would provide day-use facilities such as a dock, picnic area, outhouses and parking. Below is a representative image of a typical boat launch site, showing the type of design BC Hydro would use and the type of facilities that would be included. BC Hydro would be responsible for ongoing site management and maintenance.

LOCAL RECREATION CLUBS

There are a number of informal recreation sites along the Peace River that would be inundated by the Site C reservoir, including informal camping sites maintained by a local recreation club under short-term Forest Recreation tenures.



Artist rendering of a typical boat launch

BC Hydro proposes to provide compensation funding to enable the group to build new sites, for example in and around the reservoir area, or downstream on the Peace or Pine rivers. The location of these sites would require site specific planning and appropriate tenures.

ALWIN HOLLAND PARK

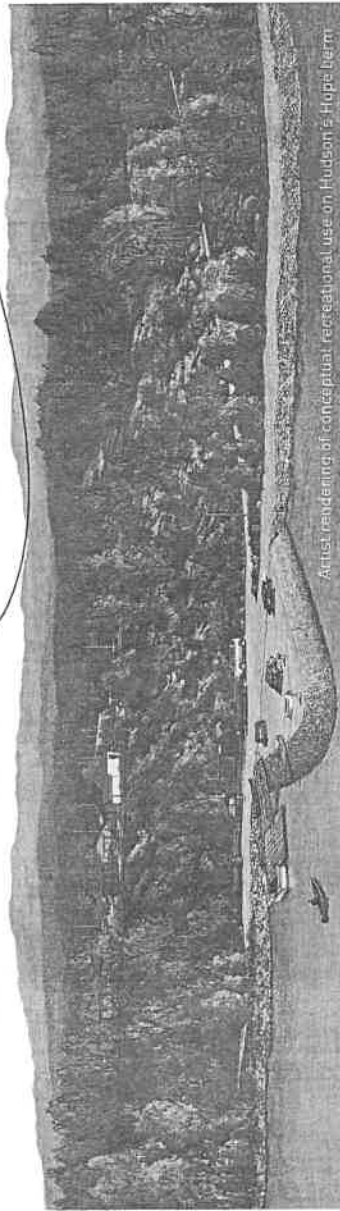
The Site C reservoir would inundate some shoreline and low trail areas of Alwin Holland Park. As part of the recreation mitigation, BC Hydro proposes to provide funds to the District of Hudson's Hope for improvements to Alwin Holland Park, such as trail development, parking or other park facilities.

HUDSON'S HOPE BERM - RECREATION USE

While consideration of input and technical work is ongoing and no final decisions have been made on the berm options, facilities in the berm area may include:

- Small-vessel boat launch and dock
- Small parking area
- Picnic benches and washroom facilities
- New trail travelling east along the berm
- Connection to existing trail leading west up into town

Based on input from the public and property owners in the Hudson's Hope area, public use of the berm in front of private property, upstream of the boat launch site, is not proposed. A preliminary concept of recreational facilities at Hudson's Hope is shown in the artist rendering on this page.



Artist rendering of conceptual recreational use on Hudson's Hope berm

Reference: Comments from Robert and Beverly Bach, Hudson Hope Holdings Ltd., dated
October 30, 2015

Response of BC Hydro:

BC Hydro provides the following response to the issues raised in the referenced comments of Mr. and Mrs. Bach. While most of the issues raised by Mr. and Mrs. Bach stray from the scope of issues relevant to the water licence for the Project, BC Hydro has nonetheless sought to be responsive to the concerns raised by Mr. and Mrs. Bach.

Consultation

Mr. and Mrs. Bach express concern regarding the adequacy of BC Hydro's consultation process.

BC Hydro's efforts to consult during the environmental assessment process are described in its Environmental Impact Statement (EIS) in Section 9.2. BC Hydro's consultation with landowners is ongoing. In general, BC Hydro will meet with owners in advance of the first impact of the Project on their property. BC Hydro will also accommodate requests of owners to meet earlier to discuss BC Hydro's property acquisition or other questions they may have.

The first activity that will impact the properties owned by Mr. and Mrs. Bach is the re-alignment of Highway 29, currently scheduled for the spring of 2019 (which will impact their rural property). BC Hydro intends to discuss with Mr. and Mrs. Bach the property acquisition plan for their rural property as well as their other properties in 2017, prior to the commencement of this work. BC Hydro is currently available to meet with Mr. and Mrs. Bach to review the details of the impacts on their properties at their request if they wish to meet before 2017.

Mr. and Mrs. Bach state that they do not believe that any further licensing should be given to BC Hydro until it has "actively sought to determine the impacts on their properties". It is not accurate to suggest that BC Hydro has not determined the impacts to Mr. and Mrs. Bach's properties. BC Hydro has defined the reservoir impact lines and described in its response of October 9, 2015 which tenures it requires on Mr. and Mrs. Bach's properties. As indicated above, BC Hydro will be discussing all of the impacts with Mr. and Mrs. Bach in due course and will be compensating Mr. and Mrs. Bach for those impacts. However, any remaining details with respect to the impacts on Mr. and Mrs. Bach's property are simply not relevant to the decision before the Comptroller of

Water Rights (the "Comptroller") in this proceeding. It would not be reasonable to withhold the Water Licence for the Project on the grounds suggested by Mr. and Mrs. Bach.

Water Well

Mr. and Mrs. Bach express concern about the water well on their rural property.

BC Hydro is aware of the drilled water well on the rural property of Mr. and Mrs. Bach. BC Hydro can confirm that the well is one of the 55 water wells identified in the EIS. In response to Mr. and Mrs. Bach's query, the well will not be submerged due to the reservoir.

Under Condition 56 of the EAC, BC Hydro must ensure that wells affected by changes to groundwater levels within 1 km of the reservoir or Peace River continue to function as reliable and safe sources of water. Monitoring is required twice a year for 10 years beginning at the outset of construction. Given that construction has now started, BC Hydro will contact Mr. and Mrs. Bach to commence the monitoring of their water well. If any functionality problems result from the Project, BC Hydro must work with the well owner to provide an alternate source of potable water. BC Hydro will reimburse the landowner for the costs of establishing an alternative water source.

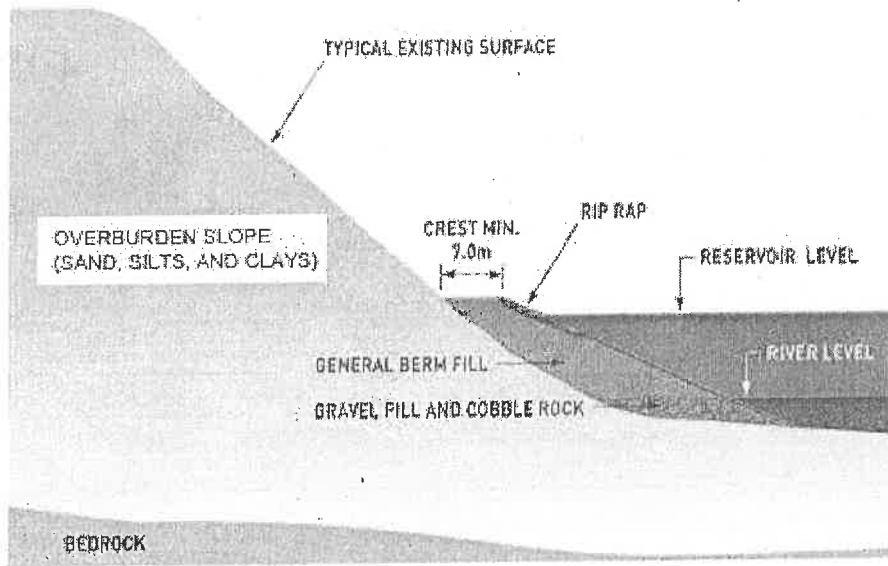
As outlined above, BC Hydro intends to initiate meetings with Mr. and Mrs. Bach in 2017 for the acquisition of land and rights required, but is available to meet with Mr. and Mrs. Bach earlier at their request to discuss the potential impacts to their well or any other impact of the Project to their properties.

The Berm

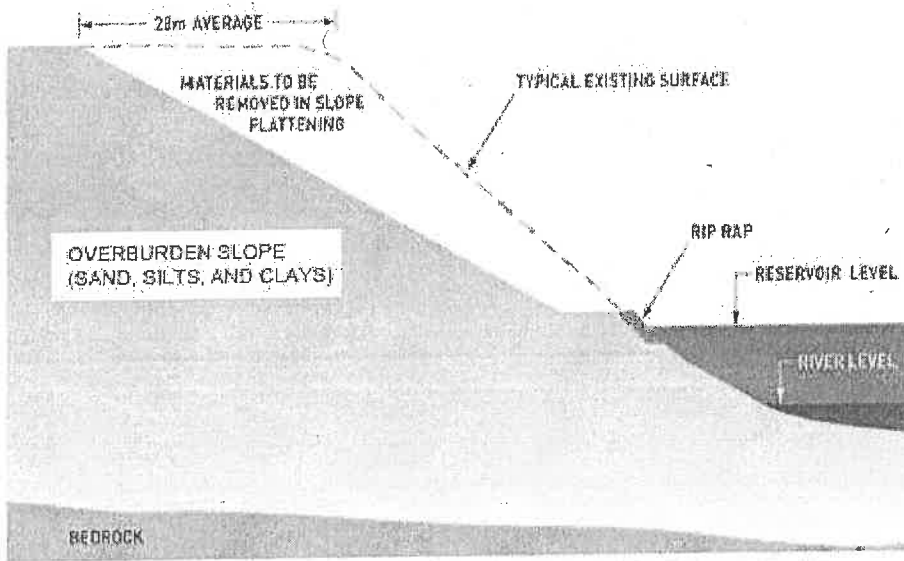
Mr. and Mrs. Bach pose a number of questions related to the effect of the berm on their property.

With respect to flow of water and water licences, if the Project results in a disruption to Mr. and Mrs. Bach's water source such that it no longer continues to function reliably and safely, then, in consultation with them, BC Hydro will reimburse Mr. and Mrs. Bach for the cost of establishing an alternative water source, as outlined above. BC Hydro also agrees that, subject to order of the Comptroller, the water licences should be amended or replaced so that they are water licences on the reservoir, if required.

A representative cross-section of the Hudson's Hope berm from the EIS is provided below. The berm will be located at the bottom of the slope, adjacent to the water's edge.



SCHEMATIC CROSS-SECTION OF PROPOSED BERM



SCHEMATIC CROSS-SECTION OF PROPOSED SLOPE FLATTENING

With respect to private access, the berm will not preclude private landowners from accessing the reservoir. Public access will not be permitted. A floating dock is not permissible, as no attachment to the berm will be permitted to ensure the integrity of the berm. Please also see BC Hydro's response to this topic in its response to Mr. and Mrs. Bach of October 9, 2015.

Joseph N. King
Box 343 Hudson's Hope, BC
V0C 1V0
(250) 783-3387

To: Mayor and Council
District of Hudson's Hope

Re: Hourly rental space for not-for-profit organizations

Mayor and Council:

I am writing on behalf of Peace Valley Gospel Fellowship, but also potentially other not-for-profit organizations looking for affordable meeting space. There are very limited options, especially wheelchair/mobility friendly options, for meeting spaces in Hudson's Hope. It is difficult if not impossible for groups looking for short-duration/irregular meeting space to compete with organizations that can afford to rent facilities such as the Pearkes Center for weeks and months at a time. Other locations such as the St Peter's church or the old blue church are tied to specific limitations (such as religious denomination, etc).

Although Silver Willows has basement space available, there are a couple of drawbacks: There is always a noise-level consideration as it is below people's living quarters. There is also the issue of traumatic histories. Some members find this location difficult due to traumatic past events, such as death of a family member or other difficult histories.

The community hall is a neutral space. It is wheelchair/mobility friendly. It is also centrally located. However, for small, not-for-profit groups such as Peace Valley Gospel Fellowship, the day rates are a little cost prohibitive when the space is only needed for less than three hours. Peace Valley Gospel Fellowship is a faith-based, community minded church seeking to meet the needs of community members for a place of non-judgmental fellowship and also supporting the needs of the less fortunate in the community. We do not ask for money. We encourage members to consider supporting such community groups as the Friends of Hudson's Hope and the Lions Club.

On behalf of the Peace Valley Gospel Fellowship and other not-for-profit groups, I would like to ask that you consider an hourly or discounted rate for short-duration meeting space in the community hall that would be available to any local not-for-profit organizations.

Thank you for your time and consideration,

Joseph N. King

COFI 2024 CONVENTION

April 10-12, 2024 / JW Marriott Parq Hotel / Vancouver, BC

In 2024, the BC Council of Forest Industries will hold its Annual COFI Convention from April 10-12, 2024 at the JW Marriott Parq Hotel in Vancouver, BC. Please join us for the largest gathering of the forest sector in Western Canada, as we gather with industry, Indigenous, government, community and labour leaders in Vancouver to hear from compelling speakers and discuss key issues and opportunities facing B.C.'s forest industry.

We look forward to seeing you at the JW Marriott Parq Hotel in Vancouver, British Columbia.

C3

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BC COUNCIL
OF FOREST
INDUSTRIES

Regular Council Meeting, November 27, 2023



British Columbia / Yukon Command The Royal Canadian Legion

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in the **BC/Yukon Command / The Royal Canadian Legion**, representing **British Columbia** and the **Yukon’s Veterans**. Please accept this written request for your support, as per our recent telephone conversation.

Our **BC/Yukon Command Legion** is very proud to be printing another **5,000 copies** of our 18th Annual “**Military Service Recognition Book**”, scheduled for release by Remembrance Day 2024, to help identify and recognize many of the brave **Veterans** of British Columbia and the Yukon who served our Country so well during times of great conflict. This annual publication goes a long way to help the Legion in our job as the “**Keepers of Remembrance**”, so that none of us forget the selfless contributions made by our **Veterans**.

We would like to have your organization’s support for this Remembrance project by sponsoring an advertisement space in our “**Military Service Recognition Book**.” Proceeds raised from this important project will allow us to fund the printing of this unique publication and will also help our Command to improve our services to **Veterans** and the more than 140 communities that we serve throughout British Columbia and the Yukon. The Legion is recognized as one of Canada’s largest “Community Service” organizations, and we are an integral part of the communities we serve. This project ensures the Legion’s continued success in providing these very worthwhile services.

Please find enclosed a rate sheet for your review, along with a detailed list of some of the many community activities in our **150 Branches and 80 Ladies Auxiliaries** in the **BC/Yukon Command**. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **BC/Yukon Command Office** toll free at **1-866-354-6277**.

Thank you for your consideration and/or support.

Sincerely,

Craig Thomson
President of BC/Yukon Command of The Royal Canadian Legion



www.legionbcyukon.ca

British Columbia / Yukon Command The Royal Canadian Legion

“Military Service Recognition Book”

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¼ Page (Full Colour) 3.375" X 4.735"	\$680.95	+ \$34.05	= \$715.00
¼ Page B&W 3.375" X 4.735"	\$533.33	+ \$26.67	= \$560.00
1/10 Page (Business Card-Full Colour)	\$366.67	+ \$18.33	= \$385.00
1/10 Page B&W (Business Card) 3.375" X 1.735"	\$ 314.29	+ \$15.71	= \$330.00

G.S.T. Registration # R10 793 3913

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year's publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the BC/Yukon Command.



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(BC/Y RCL)
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Vancouver, BC V6B 4B5





THE DISTRICT OF HUDSON'S HOPE

REPORT TO: Mayor and Council
FROM: Crystal Brown, CAO
DATE: November 27, 2023
SUBJECT: NOTICE OF CLOSED SESSION – NOVEMBER 27, 2023

RECOMMENDATION:

That Council recess to a Closed Meeting for the purpose of discussing the following items:

- **Agenda Items ICM1** - *Community Charter* Section 90(1)(b), closed meeting minutes, and
- **Agenda Item SR1**- *Community Charter* Section 90(1)(c), labour relations or other employee relations

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)).

Crystal Brown

Crystal Brown, CAO