

# PEACE RIVER REGIONAL DISTRICT ELECTORAL AREA DIRECTORS COMMITTEE MEETING

# AGENDA

Thursday, January 19, 2017 in the Regional District Office Boardroom, 1981 Alaska Avenue, Dawson Creek, BC Commencing at immediately after Rural Budgets Administration Committee

- 1. CALL TO ORDER: Staff to call the meeting to Order
- 2. ELECTION OF CHAIR
- 3. DIRECTOR'S NOTICE OF NEW BUSINESS:
- 4. ADOPTION OF AGENDA:
- 5. ADOPTION OF MINUTES:
  - M-1 Electoral Area Directors' Committee Minutes of December 1, 2016
- 6. Business Arising from the Minutes:
- 7. DELEGATIONS
  - D-1 Aden Fulford, GIS Coordinator PRRD Web Map Tutorial.
- 8. CORRESPONDENCE:
  - C-1 January 6, 2017 Director Goodings Wonowon Horse Club Agreement with School District No. 60
  - C-2 November 25, 2016 City of Fort St. John High on Ice Festival 2017
  - C-3 January 12, 2017 North Central Local Government Association Electoral Area Forum Rural Roundtable
- 9. REPORTS:
- 10. New Business:
- 11. COMMUNICATIONS:
- 12. DIARY:
- 13. ADJOURNMENT:



# PEACE RIVER REGIONAL DISTRICT ELECTORAL AREA DIRECTORS' COMMITTEE MEETING MINUTES

**M-1** 

DATE: December 1, 2016

PLACE: Regional District Office Boardroom, Dawson Creek, BC

PRESENT:

DIRECTORS: Karen Goodings, Director, Electoral Area 'B' and Meeting Chair

Leonard Hiebert, Director, Electoral Area 'D' Brad Sperling, Director, Electoral Area 'C' Dan Rose, Director, Electoral Area 'E'

STAFF: Chris Cvik, Chief Administrative Officer

Trish Morgan, General Manager of Community and Electoral Area Services

Bruce Simard, General Manager of Development Services Fran Haughian, Communications Manager / Commissions Liaison Claire Negrin, Assistant Manager of Development Services

Barb Coburn, Recording Secretary

CALL TO ORDER Chair Goodings called the meeting to order at 10 a.m.

ADOPTION OF AGENDA:

Trish Morgan, General Manager of Community and Electoral Area Services advised the Directors that Aden Fulford, GIS Coordinator had not been informed of the meeting date change and therefore is not prepared to present the web map tutorial today. The tutorial is scheduled for the first meeting in the new year.

December 1, 2016 Agenda

MOVED by Director Hiebert, SECONDED by Director Sperling,

That the Electoral Area Directors' Committee agenda for the December 1, 2016 meeting be

adopted, including items of new business:

Call to Order: Director Goodings to Chair the meeting

Director's Notice of New Business:

Adoption of Agenda: Adoption of Minutes:

W-1 Electoral Area Directors' Committee Minutes of October 20, 2016

Business Arising from the Minutes:

**Delegations** 

D-1 Aden Fulford, GIS Coordinator - PRRD Web Map Tutorial.

Correspondence:

- C-1 November 7, 2016 Manfred E. Stief Question and Suggestion Farrell Creek
- C-2 October 25, 2016 Terry Sawchuk, Environmental Emergency Response Officer Report of Fire
- C-3 November 18, 2016 Kevin and Barbara Knoblauch Water Removal Concerns

Reports:

- R-1 November 7, 2016 Claire Negrin, Assistant Manager of Development Services Proposed Draft PRRD Private Campground Guidelines.
- R-2 November 9, 2016 Bruce Simard, General Manager of Development Services Municipal Participation in Voting on Electoral Area Planning (Part 14) LGA s.381
- R-3 November 10, 2016 Bruce Simard, General Manager of Development Services Zoning Bylaw Update Options
- R-4 October 9, 2016 Bruce Simard, General Manager of Development Services Exclusion of Lands Subdivisions in the ALR
- R-5 October 10, 2016 Bruce Simard, General Manager of Development Services -Revised ALR Application Report Format

#### ADOPTION OF AGENDA [CONTINUED]:

December 1, 2016 Agenda

**New Business:** 

(continued)

NB-1 CN Rail (Director Goodings)

NB-2 Information Campaign - Voluntary Building Permits (Director Goodings)

November 9, 2016 - Karen Goodings - Meeting Fees

NB-4 December 15, 2016 EADC Meeting.

NB-5 Building Bylaw

NB-6 Working with the City of Dawson Creek on the South Peace Economic Development

Commission Communications:

Diary:

Adjournment:

CARRIED.

ADOPTION OF MINUTES:

MOVED by Director Rose, SECONDED by Director Hiebert, M-1

EADC meeting minutes of

October 20, 2016

That the Electoral Area Directors' Committee Meeting minutes of October 20, 2016 be adopted.

CARRIED.

CORRESPONDENCE:

C-2 **Environmental Emergency** 

Response Officer

MOVED by Director Hiebert, SECONDED by Director Sperling,

That the Electoral Area Directors' Committee recommends to the Regional Board that a letter be sent to the Honourable Mary Polak, Minister of Environment to enquire about the progress of the restructuring of the Ministry of Environment and emergency response officers and how the new

organization structure will affect the Peace River Regional District.

CARRIED.

REPORTS:

R-1

MOVED by Director Rose, SECONDED by Director Hiebert,

**Draft Private Campground** 

Guidelines

That the Electoral Area Directors' Committee recommends to the Regional Board that the Draft

Peace River Regional District Private Campground Guidelines be approved.

CARRIED.

R-2

Municipal Participation in Electoral Area Planning

MOVED by Director Rose, SECONDED by Director Sperling,

That the Electoral Area Directors' Committee recommends to the Regional Board that staff be requested to prepare a report that explains the process for each member municipality to participate in the Peace River Regional District planning function, as outlined in Part 14, Section

381 of the Local Government Act, and the associated cost to each municipality for its

participation, including options for reduced areas of municipal participation (i.e., fire protection areas and/or fringe planning areas) that would be facilitated by s.381 and support the electoral

area directors to present the information to the municipality councils.

CARRIED.

R-3

Zoning Bylaw Update

**Options** 

MOVED by Director Sperling, SECONDED by Director Hiebert,

That the report from Claire Negrin, Assistant Manager of Development Services, regarding zoning

bylaw update options be referred to the February meeting of the Electoral Area Directors'

Committee.

CARRIED.

Recess

The meeting recessed for lunch at 11:32 a.m.

Reconvene The meeting reconvened at 12:15 p.m. REPORTS (CONTINUED): MOVED by Director Rose, SECONDED by Director Hiebert, R-5 That the report from Bruce Simard, General Manager of Development Services, regarding the **Revised Agriculture Land** Reserve Application Report revised Agriculture Land Reserve application report format be referred to a future meeting of the **Format** Electoral Area Directors' Committee, after completion of the Board discussion concerning whether to continue reviewing Agricultural Land Reserve applications. CARRIED. **NEW BUSINESS:** NB-1 MOVED by Director Rose, SECONDED by Director Sperling, **CN Rail** That the Electoral Area Directors' Committee recommends to the Regional Board that the new Public Relations representative from CN Rail be invited to attend a Regional Board meeting to discuss issues regarding the rail line within the Peace River Regional District. CARRIED. Adjournment: The Chair adjourned the meeting at 1:40 p.m. Karen Goodings, Chair Barb Coburn, Recording Secretary

From: Karen Goodings [mailto:kgooding@pris.bc.ca]

Sent: Friday, January 06, 2017 7:51 PM

To: Bryna Casey < <a href="mailto:Bryna.Casey@prrd.bc.ca">Bryna.Casey@prrd.bc.ca</a>>

Cc: 'Evelyn Baker' < <a href="mailto:evelynbaker@hotmail.com">evelynbaker@hotmail.com</a>; Diane and John Kitt < <a href="mailto:kitthomeland@gmail.com">kitthomeland@gmail.com</a>>

Subject: Wonowon Horse Club

Thanks Bryna this is the current agreement and the only one that I am aware of. There is a severe case of burn out by the people of the gymkhana club who have seen their numbers dwindle and very little community support to take over some of the responsibilities. The same two or three people have been the leaders and the volunteers for many years before the original hall burned down and the hall/gymnasium was built.

As the teachers change on a fairly regular basis it is difficult for this agreement to be met. It seems that most of the teachers that move to the area assume it is a gymnasium and do not fully understand the benefits put in place by the agreement to have the joint use facility. Wonowon students would not likely ever get a gymnasium if it hadn't been for the willingness and work of the community to put this in place. I realize the PRRD doesn't have any responsibility in this but, as the director of the area, and on behalf of the PRRD staff that work with our volunteer groups, I think we should facilitate a meeting to discuss options.

One possibility is to turn it over to the School District with an agreement that the Gymkhana Club would have the use of it for the three or four times they need it in the year. This would be similar to any other school where there is a request to use the school for community events. I understand from meeting with two of the members that while there is no panic to do this it would be good if we could arrange a meeting including the school district prior to April 1st.

I put this date forward as I have advised the members to proceed with their application to GIA with the idea that if the arrangements will be changing, they could then withdraw. Please put this on the next EADC meeting agenda.

#### BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH), of 9803 - 102 Street, Fort St. John, B.C., V1J 4B3;

(hereinafter referred to as the "District")

AND:

WONOWON HORSE CLUB, a club having an office at Box 8, Wonowon, B.C., V0C 2N0;

(hereinafter referred to as the "Club")

#### WHEREAS:

A. The District is the registered owner of those lands and premises known as Wonowon School and legally described as:

Lot 1 Block "E" District Lot 2183

Peace River District Plan 10944

(the "Lands");

- B. The School District wishes to grant usage of the lands to the Club for the purpose of constructing a community hall/gymnasium which will be used as both a gymnasium and a community hall.
- C. The Wonowon Horse Club, a non-profit society, has constructed on the Wonowon School Property, and is the owner of, a community hall/gymnasium for community recreational purposes (facilities constructed Spring/Summer 1997) as shown outlined in red on the sketch attached as Schedule "A" hereto (the "Building").

# THE PARTIES THEREFORE AGREE AS FOLLOWS:

#### 1.0 JOINT USE

- 1.1 Usage will be arranged so as to accommodate the requirements of both parties.
- 1.2 a) This Agreement constitutes an agreement to construct a community hall/gymnasium and conveys no interest in the Lands to the Club.
  - b) Use of the joint facilities is free of rental charge for both the District and the Club.
  - c) The District shall have use of the hall/gymnasium in coordination with the Club's needs.
- 1.3 The Club shall have use of the building during school hours as long as no school function is being held at the time in which the club wishes to use the hall/gymnasium.

# 2.0 CLUB RESPONSIBILITIES

- 2.1 Regulations to School District No. 60 Board Policy 1201 will be waived for the purpose of this agreement, i.e. alcohol and smoking will be permitted in the building. The building must be free from all evidence of the use of alcohol and smoke after each usage.
- 2.2 The Club will be responsible for keeping the lands and building safe, clean and sanitary after each use as well as turning off the lights and locking the doors.
- 2.3 The Club will be responsible for any District equipment that goes missing or is broken during the Club's use of the building.
- 2.4 The Club shall not make any changes or alterations to the Building without the prior written approval of the District.
- 2.5. The Club shall not erect any permanent signage on the Lands and Building without the prior written consent of the District.

#### 2.6 Insurance

a) Liability Insurance

The Club shall maintain, at its sole cost and expense, comprehensive general liability insurance in the amount of not less than \$5,000,000 or such higher amount as from time to time required

by the District against claims for death, bodily injury, property damage and property loss and all other potential liability. The Club shall cause the District, its officials and employees to be additional insureds under the policy.

Cuch insurance shall include a cross liability and severability of interest clause and shall include a provision that such insurance shall not be cancelled or material reduced without a minimum of thirty (30) days prior written notice to the District.

## b) Indemnity

The Club shall and hereby agrees to release, indemnify and hold harmless the District and its elected officials, employees, agents, contractors and students from and against all claims, actions, suits, damages, costs, demands, expenses and all other losses, whether arising from death, bodily injury, property damage, property loss or any other loss or damage of any kind whatsoever, arising out of or in any way related to this Agreement, the Club's use or occupation of the Building, the use of the Lands by the Club or any act, omission, negligence, default or breach of this Agreement by the Club. This release and indemnity shall survive the expiry or other termination of this Agreement.

# c) Property Insurance

Each year of the Term of this Agreement, the Club shall pay to the District, on demand, the cost of the annual insurance premiums for insuring the Building against damage or loss by fire or other perils to the full replacement value of the improvements.

#### d) Contents Insurance

Each year of the Term of this Agreement, the Club shall pay to the District, on demand, the cost of the annual insurance premiums for insuring all of its equipment fixtures, chattels and improvements located in the Building.

The District is not responsible for any debt, obligation or other liability of the Club incurred prior to or after the date of this Agreement.

#### 3.0 DISTRICT RESPONSIBILITIES

3.1 The District will maintain and repair the Building and Grounds to extend the useful life of the Building and to keep it in an "as new" condition. The District will attempt to provide notice to the Club of unusual or extraordinary maintenance or repair which may require the building to be out of use for a period of time.

- 3.2 The District will provide janitorial services to the Building, except when used by the Club at which time the clean-up is the Club's responsibility as stated in Article 2.2 of this Agreement.
- 3.3 The District is responsible for any of the Club's equipment that goes missing or is damaged during District use. As a general rule, the Club's kitchen equipment will only be available to the District by special request.
- The District will pay all the utility costs for the entire usage of the building including electrical, gas, water, sewage and garbage disposal.

#### 3.5 Insurance

### a) Indemnity

The District shall and hereby agrees to release, indemnify and hold harmless the Club and its officials from and against all claims, actions, suits, damages, costs, demands expenses and all other losses, whether arising from death, bodily injury, property damage, property loss or any other loss or damage of any kind whatsoever, arising out of the District's use or occupation of the hall/gymnasium or any act, omission, negligence, default or breach of this Agreement by the District. This release and indemnity shall survive the expiry or other termination of this Agreement.

# b) Property Insurance

The District shall maintain and keep in force a policy of property insurance whereby all real and personal property owned by the District, including the "Building", are covered against damage or loss by fire or other perils.

# c) Contents Insurance

The District shall maintain and keep in force a policy of contents insurance whereby all of its equipment fixtures, chattels and improvements located in the Building are covered, except where covered under Article 2.3 of this Agreement.

#### 4.0 GENERAL

4.1 Should the School be substantially destroyed by fire and should the District not be required to rebuild the school, the Club may, at its expense, continue to use the Building and to make whatever alterations necessary to carry on its use and provided further that the Club shall pay all costs of insurance and utilities.

4.2 Should the District deem it necessary to close the Wonowon School, the Club will continue to have access to the washrooms and kitchen/storage facilities, provided that any use of the premises other than Board use is in the interests of the Wonowon Community.

# 4.3 Termination of Agreement

- a) In the event that either party is unable to fulfil its obligations pursuant to this Agreement or is dissatisfied with the other party's performance of its obligations pursuant to this Agreement, such party may terminate this Agreement by giving 120 days' written notice.
- b) If a party gives notice of termination pursuant to paragraph 4.4(a), the parties will endeavour in good faith to settle outstanding differences and if the parties are unable to do so by the end of the 120 day notice period, a mediator agreeable to both parties will be appointed to resolve the dispute. The mediation costs will be shared equally by the parties. If the parties are unable to agree through mediation, a single arbitrator will be appointed pursuant to the Arbitration Act of the Province of British Columbia. The arbitration costs and sharing of such costs will be determined by the arbitrator.
- c) If the Agreement terminates, the party in breach of its obligations will remain liable for breaches committed prior to termination.
- This Agreement constitutes the full agreement between the parties, and no amendment or addition hereto shall be valid unless set out in writing and executed on behalf of the parties. Notice of any requests for amendments or additions must be directed to the Secretary-Treasurers of both organizations.
- 4.5 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part is to be considered to have been severed from the remainder of this Agreement, which will continue in force unaffected by the severance.
- This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

To the District:

School District No. 60 9803 - 102 Street Fort St. John, B.C. V1J 4B3

To the Club:

Wonowon Horse Club Box 8 Wonowon, B.C. **V0C 2N0** 

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorized officers.

Dated this \_\_\_\_\_\_ day of

(Peace River North)

Wenowon Horse

November 25, 2016



City of Fort St. John 10631 100 Street | Fort St. John, BC | V1J 3Z5 (250) 787 8150 City Hall (250) 787 8181 Facsimile

Peace River Regional District,
Karen Goodings, Director, Electoral Area "B"
Brad Sperling, Director, Electoral Area "C"
Leonard Hiebert, Director, Electoral Area "D"
Dan Rose, Director, Electoral Area "E"
Box 810
Dawson Creek, BC V1G 4H8

Dear Electoral Area Directors,

RE: High on Ice Festival 2017 – Mayor's Ice Carving Challenge

The High on Ice Winter Festival is a fantastic family event that takes place in Fort St. John every February. It is one of British Columbia's only ice carving events and offers a full weekend of fun.

We invite you to join us for the opening ceremonies on the evening of Friday, February 10<sup>th</sup>. The ceremonies begin at 6:00pm in Centennial Park, followed by the annual council slide off. We are thrilled to be hosting meet and greet with the ice carvers in the park again, beginning just after the opening ceremonies. We welcome you to stay for drinks and appetizers and visit with these talented artists.

You are also hereby challenged to compete in the High on Ice Festival Mayor's Ice Carving Challenge, on Saturday, February 11<sup>th</sup> from 9:00am - 4:00pm. Pride and glory for your community are up for grabs along with the coveted trophy!

If you would like to accept my challenge, please contact Marissa Jordan at 250.794.3262 or e-mail mjordan@fortstjohn.ca by January 22, 2017. Once you have accepted the challenge, additional information will be provided to you.

We hope to see you either in the Mayor's Challenge or at the opening ceremonies in the Energetic City!

Sincerely,

Mayor Lori Ackerman City of Fort St. John

/mj

From: NCLGA ADMIN [mailto:admin@nclga.ca]
Sent: Thursday, January 12, 2017 4:26 PM
To: NCLGA ADMIN <admin@nclga.ca>

Subject: Electoral Area Forum - Rural Roundtable

Hello Electoral Area Directors and CAOs,

Thank you to those of you who replied to our query asking for discussion topics and suggestions around facilitating an Electoral Area forum of some kind.

The NCLGA Board has decided to move ahead with organizing a forum, and have set up a "Rural Roundtable" on the afternoon of May 2<sup>nd</sup> in Terrace (2:00 p.m. —5:00 p.m.). The roundtable will be chaired by the Electoral Area Directors on the NCLGA Board and the agenda will be divided into three simple categories: Environmental Stewardship, Economic Development and Social Responsibility.

Attendees will generate discussion topics in real time based on these categories, and the Co-Chairs will guide the conversation. There will not be an opportunity to make formal presentations and the onus will be on each participant to put forward their own priorities and perspectives. The goal is to share best practices and lessons learned and to identify common opportunities and challenges. These events are extremely helpful in the NCLGA's overall aim of promoting the social, economic, and environmental wellbeing of our members, so we greatly encourage your cooperation.

\*Regional District senior staff are welcome/encouraged to participate.

The Rural Roundtable is a "no cost" part of the 2017 NCLGA Convention. Please remember to select "Rural Roundtable" when registering so we can keep track of numbers and ensure adequate space and support:

Register Here: http://www.nclga.ca/conventions/2017-convention

If you have any questions, please don't hesitate to connect with your RD rep on the NCLGA's board.

We greatly appreciate your time and look forward to seeing you in May!

"The Elected Voice of Central & Northern BC" North Central Local Government Association 206 - 155 George Street Prince George, BC V2L 1P8 Office: (250) 564-6585

Twitter: @NCLGA

Website: <a href="http://www.nclga.ca">http://www.nclga.ca</a>



Updated: May 22, 2015

# **ELECTORAL AREA DIRECTORS' COMMITTEE**

DIARY ITEMS

<u>Item Status Notes Diarized</u>

1. Farmer's Advocacy Office on-going provide the agenda and meeting notes of the Farmer's Advocacy meetings on a quarterly basis

May 21, 2015