

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

### AGENDA

Thursday, October 19, 2017 in the Regional District Office Boardroom, 1981 Alaska Avenue, Dawson Creek, BC Immediately following the RBAC Meeting, which Commences at 10:30 a.m.

- 1. CALL TO ORDER: Director Goodings to Chair meeting
- 2. DIRECTOR'S NOTICE OF NEW BUSINESS:
- 3. ADOPTION OF AGENDA:
- 4. ADOPTION OF MINUTES:
  - M-1 Electoral Area Directors' Committee Minutes of September 14, 2017
- 5. Business Arising from the Minutes:
  - BA-1 Grant Writer Next Steps
- 6. DELEGATIONS
  - D-1 Don McPherson, Mayor, District of Tumbler Ridge NEBC Resource Municipalities Coalition (1:30 p.m.)
- 7. CORRESPONDENCE:
  - C-1 September 21, 2017 Mary Galus Target Shooting
  - C-2 October 7, 2107 Bud Powell, Chair Alaska Highway Community Society Rural Director Representatives
  - C-3 September 25, 2107 Trish Morgan, General Manager of Community Services Pouce Coupe and Medical First Responder
- 8. REPORTS:
  - R-1 March 2, 2017 Bruce Simard, General Manager of Development Services Planning Function Meetings with Municipalities
  - R-2 October 10, 2017 North Peace Fall Fair Facility Use Agreement
- 9. DISCUSSION ITEMS:
  - DI-1 Tate Creek Referendum Update
  - DI-2 Official Community Plan Next Steps and Involvement
- 10. New Business:
- 11. COMMUNICATIONS:
  - **CO-1** Community Meetings
- 12. DIARY:
- 13. ADJOURNMENT:



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

DATE: September 14, 2017

PLACE: Regional District Office Boardroom, Dawson Creek, BC

PRESENT:

DIRECTORS: Karen Goodings, Electoral Area 'B' (Chair)

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

STAFF: Chris Cvik, Chief Administrative Officer

Trish Morgan, General Manager of Community Services

Crystal Brown, Electoral Area Manager

Deborah Jones-Middleton, Protective Services Manager

Aden Fulford, GIS Coordinator

Fran Haughian, Communications Manager/Commission 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:

September 14, 2017 Agenda MOVED by Director Hiebert, SECONDED by Director Sperling,

That the Electoral Area Directors' Committee agenda for the September 14, 2017 meeting be

adopted, including items of new business:

CALL TO ORDER: Director Goodings to Chair meeting

DIRECTOR'S NOTICE OF NEW BUSINESS:

ADOPTION OF AGENDA: ADOPTION OF MINUTES:

M-1 Electoral Area Directors' Committee Minutes of August 17, 2017

BUSINESS ARISING FROM THE MINUTES:

DELEGATIONS
CORRESPONDENCE:

C-1 September 5, 2017 Email - Karen Goodings, Director, Electoral Area B - Nig Creek Property and

Private Roads

C-2 September 5, 2017 Email - Karen Goodings, Director, Electoral Area B - High-speed Internet to

Shepherd's Inn at Mile 72.

REPORTS:

R-1 September 7, 2017 - Deborah Jones-Middleton, Protective Services Manager and Aden Fulford,

GIS Coordinator - Locality Boundaries - Digital Toad Atlas of BC

R-2 September 7, 2017 - Crystal Brown, Electoral Area Manager - Grant Writer Update

**NEW BUSINESS:** 

NB-1 Discussion - Subdivisions Outside Recognized Unincorporated Community Boundaries

NB-2 Discussion - Ideas for the Coming Year

NB-3 Permanent Location for Charlie Lake Post Office

NB-4 Green Mailboxes

NB-5 Societies - Grants vs. Service Areas

COMMUNICATIONS:

DIARY:

**ADJOURNMENT:** 

CARRIED.

September 14, 2017

ADOPTION OF MINUTES:

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

EADC meeting minutes of

August 17, 2017

That the Electoral Area Directors' Committee Meeting minutes of August 17, 2017 be adopted. CARRIED.

REPORTS:

R-2 MOVED by Director Sperling, SECONDED by Director Rose,

**Grant Writer Update** That the Electoral Area Directors' Committee recommends to the Regional Board that an

application be submitted to NDIT to receive a grant of up to \$8,000 that, if successful, will be used

to contract the services of a rural grant writer.

CARRIED.

**NEW BUSINESS:** 

NB-2 MOVED by Director Rose, SECONDED by Director Sperling,

Plans and Ideas for Next

Year

That the Electoral Area Directors' Committee recommends to the Regional Board that all Electoral Area Directors' Committee (EADC) meetings begin at 10:30 a.m. over the winter, and the Rural Budgets Administration Committee (RBAC) meetings start immediately after the EADC meetings, to allow time for the directors to meet with the Electoral Area Manager prior to the meetings. CARRIED.

NB-3 MOVED by Director Sperling, SECONDED by Director Hiebert,

Charlie Lake Post Office

That the Electoral Area Directors' Committee recommends to the Regional Board that a letter be forwarded to Canada Post to request an update on its plan to establish a permanent location for

the Charlie Lake Post Office.

CARRIED.

NB-4 MOVED by Director Sperling, SECONDED by Director Hiebert,

Green Community Mailboxes That the Electoral Area Directors' Committee recommends to the Regional Board that another letter be forwarded to Canada Post regarding community mailboxes within the region to define:

when will the old green mailboxes be replaced with the newer red mailboxes; and

b) the party responsible for the maintenance of community mailboxes.

CARRIED.

DIARY:

North Pine TV Tower MOVED by Director Sperling, SECONDED by Director Hiebert,

> That the Electoral Area Directors' Committee recommends to the Regional Board that staff research options for residential use and rental to businesses of the North Pine TV Tower, and

report back to the Electoral Area Directors' Committee.

CARRIED.

Adjournment: The Chair adjourned the meeting at 11:57 a.m.

Karen Goodings, Chair Barb Coburn, Recording Secretary







#### **Coalition Focus**

- Strategic Goals for 2017
- Changes in Coalition Structure
- Why Tumbler Ridge rejoined
- Questions



#### Coalition's Strategic Goals

#### Advocate for Northeast

- Transportation
  - Ensure steady and safe passage of goods and people
- · Scientific and non-political approval process
  - · Communities need surety to plan
- Issue Advocacy
  - Tumbler Ridge HD Mining Project





#### Coalition's Strategic Goals

#### Saskatchewan Model of PST

- BC takes reactive approach to PST enforcement
- Lack of enforcement creating competitive disadvantage
- Requested to present policy paper to joint Minister meeting



### RESOURCE Changes to the Coalition

- Regional Directors now able to join
- Industry focus expanded
- Costs and budgets decreased
- Regional Director Membership: \$10,000

### **D-1**



- Consistent Advocacy for Municipalities
- It is easy to dismiss one Community. It is much harder to
- Industry information often ignored. Communities must promote our livelihoods

September 21. 2017

To the Attention of: The Office of Electoral Area Directors' Committee Box 810 Dawson Creek, B.C. V1G 4H8



The Johnson Road continues to be a war zone from spring throughout the summer and fall, with people target shooting. The echoes from the high powered guns are amplified as they bounce around against our buildings and the hillside of the river banks. There are people who reside and farm here and need to be outside to carry out our farming activities. The gunshot noise is so sudden and loud it causes us to jump. We need to use the Johnson Road to get unto the Alaska Highway. The target shooting is down below the road as well as to the east of us across the fields. We don't know where the bullets are flying. A neighbor has a cabin below at the level where the target shooting occurs and needs to travel down that hill to get to his cabin. I have contacted the R.C.M.P. on two occasions when shooting was going on for hours. On the first occasion the R.C.M.P. phoned me twice because they were lost and didn't get here for 1 1/4 hours. It should have taken them 20 minutes to get here from Fort St. John. By then it was shift change and they had to get back. I don't know if they heard the gunshot noise as they didn't get back to me on the issue. Several days later I phoned the R.C.M.P after 2 hours of target shooting. I was told by a female officer that she will not come out to investigate and I should put earplugs in my ears. I told her about the Nuisance Act that was ingrained in our Constitution. She simply told me that she had the Constitution in front of her and there was no such thing as the Nuisance Act and to have a nice day. So much for help from the R.C.M.P.. I sent a letter to the Staff Sergeant to make him aware of the issues we are having here. I am including that letter here.

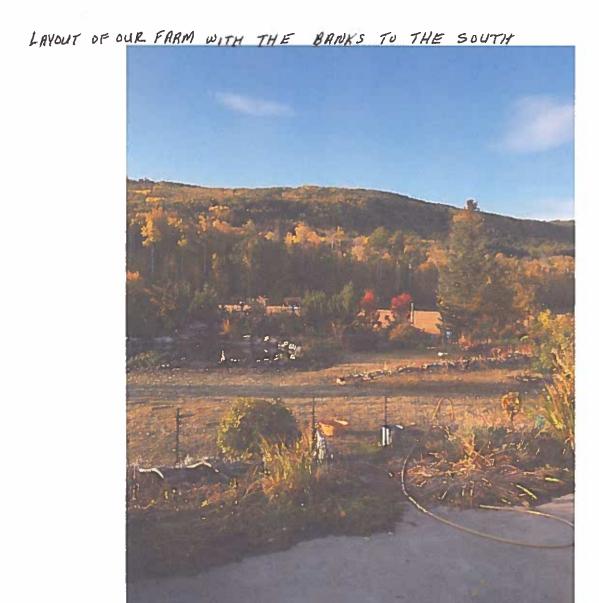
It is only a matter of time before we have casualties from this target shooting with high powered ammunition. It has already started in the Vancouver area. The Johnson Road has been known for vandalism in the past and there seems to be an attraction for mentalities that think it is fun to drink, shoot, and vandalize other people's property. Thank God for Facebook communication. If someone has relatives or friends of relatives who live on the Johnson Road and like to drink and shoot and create problems in other people's lives they soon find out how they can contribute to the action through Facebook.

I've written to you in 2015 concerning this issue. If you are unable to put in by-laws for target shooting in rural areas you may be able to make amendments to the existing noise by-laws, restricting target shooting with high-powered guns in areas where there are hills and river banks which amplify the noise. The Johnson Road is one of these areas and there are some peaceful people that have chosen this area to live and farm. There are open fields here. Guns are a weapons, they are not toys. If they want to play with these weapons they should be using the Gun Range or the Rod and Gun Club in Fort St. John. That's what it is for.

Respectfully yours,

Mary Galus **Box 237** 

Taylor, B.C. VOC 2KO



October 19, 2017

**C-1** 

#### How the Right to Quiet Enjoyment Affects Your Housing Rights In General

Page 1 of 2

#### How the Right to Quiet Enjoyment Affects Your Housing Rights In General

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As a landowner, you have certain rights that are associated with your property. Tenants who are considered leaseholders have similar rights, although they do not technically own the property in which they're currently living. The legal term that describes one of these rights is called the right to quiet enjoyment.

The right to quiet enjoyment dictates that neighbors and other types of people are not atlowed to interfere with your right to the full use and enjoyment of your . If such a person consequently causes smells, noises, pollution or virtually any other hazard you can imagine that extends beyond their own property's boundaries and into your own, it is likely they have violated your right to quiet enjoyment.

In such an instance, you as a homeowner or leaseholder can make a nuisance claim against them. As far as its legal connotation goes, nuisance is described in three ways. First, it can define an activity or another type of condition that is harmful or even just annoying to others. Second, it can be used to describe any harm resulting from the activity or condition in question. Lastly, attorneys often also use it to describe the liability that arises under the law from a of the first two describtors.

Nuisance law was originally created originally in two forms. Public nuisances were stopped by this law when they were considered bothersome or the conduct unreasonably interfered with the general public's rights. Similarly, the same can be said when troublesome activities and conduct interfered to an unreasonable extent with private landowners' rights. The latter is what comes into effect here on private property when your neighbor or a trespasser is unreasonably interfering with your right of quiet enjoyment.

Filing a lawsuit against the perpetrator of the interference is one way to approach this matter.

Traditionally, only damages were awarded as a remedy for nulsance. Now there also exists an to request an injunction to make the person doing the interfering stop their actions or conduct. If they refuse to comply, they could be held in contempt of court and face more serious punishment as a result.

September 21,2017 C-1

S.Perret Staff Sergeant, Fort St. John R.C.M.P

#### Dear Sir:

Imagine yourself living and operating a farm on the Johnson Road, South Taylor, B.C.. It is located in a beautiful valley with high banks that were cut out by the Peace River millions of years ago. Also, imagine yourself going about your outside farm activities or having a barbecue with your friends on the patio when all of a sudden you hear a loud gunshot, the noise amplified, as it bounces off your buildings and echoes against a high rock bank to the south of your house, and then bounces on to the next bank. Everyone jumps. Then it happens again, and again, and again, and continues for 3 ¾ hours. You go inside but you can still hear it. Two days later it happens again. Someone down below the road near your residence has taken up Target Shooting with high-powered guns. Then on the next day you hear someone Target Shooting to the west of your residence. There are open fields in this area. We need to use the road to get unto the Alaska Highway. We have no idea where these bullets are directed. This activity goes on throughout the summer, starting in May.

Thank God for facebook; if you know of anyone that has relatives or friends that like lots of beer and want to Target Shoot, the Johnson Road is the place to go because you can hear lots of shooting there. It's allowed. It seems to attract that certain mentality of entitlement. Why would you want to pay a membership to the Rod and Gun Club or go to the Gun Range when you can Target Shoot on the Johnson Road for free. Never mind that the shooting disrupts the daily lives of the peaceful residents living there.

Finally one day I had enough of this because the frequency was increasing, so I contacted the R.C.M.P in Fort St. John, as I was previously instructed to do in letter from the Regional District. The first call was around 5:00 P.M. after the shooting had gone on for 3 hours. I drove out to Fort St. John and when I was returning home the shooting was still happening. Constable Duncan from the R.C.M.P was dispatched and phoned me twice because he was confused as to the directions. It was 1 ½ hours before the R.C.M.P. came to the right place. By then the shooters may have gotten hungry and went home to eat. It was close to 7:00 P.M. and also to shift change. I don't know if the Constable heard the shooting because I didn't hear back.

Several days later, Aug 28, the Target shooting started at 2:45 P.M. and around 4:00 P.M. I phoned the R.C.M.P. again. I was referred to a female officer (can't recall her name now) who told me that no one would be coming out to investigate. I tried to explain to her that there was a Nuisance Act that was engrained in our Constitution. She was not interested, told me that she had the Constitution in front of her and there was no such thing as the Nuisance Act and that I should wear earplugs.

I would like your opinion as to what I should do next as I need to pursue this issue further. It is only a matter of time before there will be casualties here from Target Shooting. They are already happening in the Vancouver area.

With this letter I am including a photo of our landscape and a copy of `The Right to Quiet Enjoyment~ document. Letters that were written in red did not transfer onto this copy for some reason, but I am sure you will get the general gist.

You can reach me at: Mary Galus

Box 237

Taylor. B.C., VOC 2KO

c.c. to Regional District, Dawson Creek, B.C.



October 07, 2017

Chair Brad Sperling and Council Peace River Regional District PO Box 810 Dawson Creek, BC V1G 4H8

Dear Chair Sperling and Councillors:

I am writing on behalf of the Alaska Highway Community Society (AHCS), to invite the Peace River Regional District (PRRD) to appoint two representatives from the Rural Area Directors (one representing the north half and one representing the south half) to the Alaska Highway Community Society (AHCS) Board of Directors.

Thank you to Director Goodings for the years of support for the nomination project and associated activities and to Director Hiebert for the continued support as alternate. We also appreciate the financial support from the PRRD and willingness to work with other Northeastern BC local governments and partners to pursue our organization's goal, which is to work together as a "single community" to focus on the development of the Alaska Highway. Currently, funding from the PRRD continues to support the work to nominate the Alaska Highway Corridor landscape as a National Historic Site of Canada and related activities. The nomination was submitted December 2015 but the review is on hold until the Historic Sites and Monuments Board announces the appointment of the Yukon representative to the Board. Meanwhile, heritage consultant, Julie Harris continues to respond to additional requests for more information from Park Canada staff. Work continues on the development of the North East BC Heritage Strategy, supporting the Fort St John North Peace Museum's Alaska Highway book project, contributing to Destination BC's 10-Year Destination Development Strategy for Northeastern BC and pursuing the outcomes of the AHCS January 2017 planning session.

According to the AHCS bylaws, Members are those persons who accept an appointment for a 2-year term as a Director by the Nominator. There is no membership fee structure. Following describes the Eligibility criteria as outlined in the bylaws:

- 1. One representative from each community appointed by the local government (Village of Pouce Coupe, City of Dawson Creek, City of Fort St John, District of Chetwynd, District of Hudson's Hope, District of Taylor, District of Tumbler Ridge, District of Mackenzie and Fort Nelson Regional Municipality)
- 2. Two representatives from the Rural Area Directors of the Peace River Regional District, one representing the northern half and one representing the southern half.
  - 1 | Alaska Highway Community Society

PO Box 6850, Fort St John, BC V1J 4J3

Phone: 250-785-2544 Fax: 250-785-4424 Email: april@nbctourism.com

- 3. One representative appointed from each organization with whom the Association holds a Memorandum of Understanding.
- 4. The alternate representative shall act for the designated representative only when the designated representative is absent.
- 5. Nominators may change their representatives and alternate.
- 6. Appointments shall be in writing and contain and agree that the appointee and alternate will be bound by the bylaws and regulations of the Association.

The Annual General Meeting of the AHCS Board of Directors is slated for October 31, 2017, 1:00 pm to 3:30 pm at the Community Futures Board Room, 904-102 Avenue, Dawson Creek, BC. For more information about the AHCS and to confirm the appointment to the Board as well as attendance at the AGM, please email, April Moi at (april@nbctourism.com) or call 250-793-0062. You are also welcome to contact me by calling my cell 250-784-5975.

Thank you for your ongoing commitment to the development of the Alaska Highway.

Sincerely

Bud Powell, Chair

Alaska Highway Community Society

From: Trish Morgan

Sent: Monday, September 25, 2017 1:51 PM

To: Director Leonard Hiebert

Cc: Chris Cvik; Deborah Jones-Middleton; Crystal Brown; PRRD\_Internal

Subject: Pouce Coupe and Medical First Responder

Hi Director Hiebert.

Last week at the Board meeting you and Chris asked me whether there was any "legal" reason that Pouce could not provide medical first responder to the rural area. To my knowledge there is no legal reason, but the following should be considered:

1) Currently the PRRD provides Pouce Coupe with funding to provide fire protection. Pouce Coupe Council could decide to expand their level of service within the Village and their current fire protection area. If they decide to do so, I would recommend that we first re-negotiate the fire protection agreement as there is a cost to provide the service and we want to ensure that we are clear on what that cost is. Further the intent of our agreement is to provide fire protection only at this time.

Note that we have been looking at whether we can split the Dawson Creek/Pouce Coupe service area because as you know it is combined in the service establishment bylaw. The challenge is that when we look at the numbers, the taxpayers in the Dawson Creek rural fire protection area are subsidizing the taxpayers in the Pouce Coupe rural fire protection area. That is, Pouce Coupe currently receives ~\$80,000 and those taxpayers that receive the service from Pouce are not paying the total \$80,000.

- 2) If Pouce Coupe would like to provide the service outside of the rural fire protection area and they expect funding from the PRRD, we will need to go to referendum. Note that they approached Tomslake Fire to see if there was support for this in the area. Darryl, their Deputy Chief, met with Pouce's CAO and explained that we have just had the referendum for the Tate Creek Community Centre and it is unlikely people will want to go to referendum on another service just yet. He also suggested (as we did), that the service is being provided by BCAS and if municipalities take on the provision of that service, BCAS will never increase their capacity.
- 3) As you know, BCAS will not provide Pouce Coupe with any financial reimbursement for providing the service. They will assist with training if their members agreement to also work for BCAS at least one shift every 90 days. Despite there are always costs in the long-term sometimes the loss of members whose employers do not support the local fire department duplicating the efforts of BCAS, re-certification, equipment, etc.

Anyway, I hope this helps. Please let me know if you have any questions.

Trish Morgan | General Manager of Community Services

Direct: 250-784-3218 | Cell: 250-219-3000 | trish.morgan@prrd.bc.ca

PEACE RIVER REGIONAL DISTRICT | Box 810, 1981 Alaska Highway Avenue, Dawson Creek, BC V1G 4H8

Toll Free: (24 hrs): 1-800-670-7773 | Office: 250-784-3200 | Fax: 250-784-3201 | <u>www.prrd.bc.ca</u>



## **Peace River Regional District**

R-1

**REPORT** 

To: Chair and Board Date: March 2, 2017

From: Bruce Simard, General Manager of Development Services

Subject: Consultation with Municipalities Regarding Municipal Participation in and Voting on

Electoral Area Planning (Part 14), LGA s.381

#### **RECOMMENDATION(S):**

THAT the Regional Board approve the "Backgrounder: Cost Sharing Part 14 Services" as the supporting information for Electoral Director discussions with municipalities.

#### **BACKGROUND/RATIONALE:**

At the January 12, 2017 meeting the Regional Board endorsed the following recommendation from the EADC:

#### PRRD PLANNING FUNCTION PARTICIPATION (Recommendation No. 3)

#### RD/17/01/20

MOVED Director Rose, SECONDED Director Goodings,

That staff prepare a report, that includes consultation with the Chief Administrative Officer of each municipality, 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 Section 381, and that the Electoral Area Directors be supported in presenting the information to the municipal councils. CARRIED.

Up to 2006, municipal participation in planning occurred through a variety of contracts that differed in scope and duration. From 2007-2010, five of seven municipalities had opted in. By 2011 six of the seven municipalities had been fully opted in, and all seven have been opted in since 2015.

Further to the January 12, 2017 resolution the attached background information has been prepared for presentation to member municipalities.

A consultation schedule will be set up with the CAO of each municipality.

**OPTIONS:** 

STRATEGIC PLAN RELEVANCE:

FINANCIAL CONSIDERATION(S):

**COMMUNICATIONS CONSIDERATION(S):** 

October 19, 2017

Dept. Head: Bruce Simard Staff Initials: CAO: Page 1 of 2

#### OTHER CONSIDERATION(S):

#### Attachments:

- LGA s. 381
- Bulletin No. A.7.0.0 (Aug, 2000): Municipal Participation in and Voting on Electoral Area Planning
- Backgrounder: Cost Sharing Part 14 Services

### Cost sharing for services under Part 14 [Planning and Land Use Management]

- **381** (1) The costs of services under Part 14 must be apportioned on the basis of the converted value of land and improvements in the service area as follows:
  - (a) if no municipality has entered into an agreement under subsection (2) or opted out under subsection (3), among all the municipalities and electoral areas, with the service area deemed to be the entire regional district;
  - (b) subject to paragraphs (c) and (d), if one or more municipalities have opted out under subsection (3) and are no longer participating in the services, among the electoral areas and any municipalities that have not opted out, with the service area deemed to be those areas;
  - (c) if one or more municipalities have entered into an agreement under subsection (2) to share only some of the costs, those costs are to be recovered in accordance with the agreements and the remaining costs are to be apportioned among the other municipalities and electoral areas participating in the services;
  - (d) if a municipality is liable for costs under subsection (6) or (7), those costs are to be recovered from the municipality and the remaining costs are to be apportioned among the other participating municipalities and electoral areas.
  - (2) The board and a municipality may enter into an agreement that the municipality is to share in some but not all of the costs of services under Part 14, to the extent set out in the agreement and in accordance with the terms and conditions for the municipality's participation established by the agreement.

- (3) Subject to subsection (4), a municipality may opt out of participation in services under Part 14 by giving notice to the board, before August 31 in any year, that until further notice it will no longer share the costs of services under Part 14.
- (4) A municipality that is a party to an agreement under subsection
- (2) may give notice under subsection (3) only in the last year of the term of the agreement.
- (5) After notice is given under subsection (3), the municipality ceases to participate in the services, effective at the start of the following year.
- (6) As an exception to subsection (5), if a municipality that is not a party to an agreement under subsection (2) gives notice under subsection (3) after a board has passed a resolution authorizing the preparation of an official community plan or bylaw under Part 14, the municipality continues to participate in the services and must share the costs in that preparation until the earlier of the following:
  - (a) the date the plan or bylaw is adopted;
  - (b) 2 years after the date the resolution is passed.
- (7) Subsection (6) also applies to a municipality that is a party to an agreement under subsection (2) if the official community plan or bylaw is in relation to the Part 14 services for which the municipality shares costs under the agreement.

References to Part 26 should now be to Part 14. s.804.1 is now s.381

**R-1** 

## Using the Local Government Act BULLETIN

Date: August, 2000

Bulletin

Number:

# Municipal Participation in and Voting on Electoral Area Planning

#### **Rationale:**

The new provisions, which come into effect August 30, 2000, primarily respond to the Municipal Act Reform principles of flexibility and resolution of inter-local government issues. The amendments respond to consultations with regional districts which emphasized the need to reduce conflict between municipalities and electoral areas and to encourage co-operative planning. Finally, they are consistent with the recommendations of the report by Professor Bish, commissioned by the ministry, which particularly emphasized the need for establishing fair voting rules. To this end the provisions:

- authorize broader, longer term agreements on municipal participation in electoral area planning;
   and
- change the rules for municipal directors' voting on municipal-regional district agreements for electoral area planning.

The overall objective is to encourage agreements between a municipality and the regional district with respect to the extent of participation in electoral area planning by the municipality. This is done by allowing greater scope and longevity of agreements, as well as clarifying the relationship between the agreement and notices relating to a municipality opting out of all electoral area planning services.

#### **New Provisions:**

#### Municipal Participation in Electoral Area Planning

- Regional districts are authorized under Part 26 to undertake planning and land use management
  within electoral areas, but this service differs from many other regional district services in two
  substantive ways:
- unlike most other services, the regional district is not authorized to provide Part 26 services in municipalities [section 873]; and
- unlike other services, all municipalities participate in decision making and share in the cost of the service even though they are not within the service area (unless the municipality indicates that it

does not wish to participate in electoral area planning, or can come to an agreement while regional district on partial participation).

- Municipal participation is based on the view that planning benefits all areas, not just the electoral areas for which the plans are developed (i.e., good planning benefits the region as a whole). This can be seen most clearly in urban fringe areas, but is true, at least conceptually, for all electoral area planning. In addition, decisions about planning are often considered a general government or corporate responsibility of the entire board (similar to the decisions for establishing services) rather than a service operation or management decision of the participants.
- However, it is recognized that the extent of this benefit to individual municipalities is a matter that is best judged locally, based on the specifics of the situation. Therefore, the legislation provides opportunities for municipalities to make agreements with the regional district whereby the municipality partially participates in electoral area planning. The legislation also authorizes municipalities that have not entered into such agreements to provide notice to the regional district that it does not wish to participate in any electoral area planning services (i.e., municipal opt-out).

#### Signalling an intention to participate, partially participate, or not participate

- The legislation provides that a municipality is deemed to be fully participating in electoral area planning unless it provides a notice that it intends to opt-out entirely, or agrees with the regional district to participate partially (i.e., **if the municipality does nothing, it is deemed to be fully participating**). Full participation means that municipal directors are entitled to vote on all resolutions and bylaws relating to Part 26 matters and that costs related to Part 26 services will be apportioned to the municipality based on converted values.
- A municipality may make an agreement with the regional district which sets out conditions under which the municipality partially participates in electoral area planning. Partial participation means that municipal directors are entitled to vote on resolutions and bylaws relating to Part 26 to the extent authorized under the agreement, and costs related to Part 26 services will be apportioned to the municipality in accordance with the agreement.
- If a municipality does not have an agreement as noted above, or if it is in the last year of an agreement, it may provide notice to the regional district by August 31 that it no longer wishes to participate in any electoral area planning, in which case, the municipality ceases to be a participant in the following year. No participation means that municipal directors are not entitled to vote on any resolutions and bylaws relating to Part 26 and that the costs of the Part 26 service will not be apportioned to it (with the exception that it must continue to pay for plans or bylaws under Part 26 for 2 years after the board resolution initiating them). There is no longer a requirement to provide notice every year -- once a notice has been given, the municipality remains excluded from participation in the service in all subsequent years until it either provides notice that it wishes to fully participate, or makes a partial participation agreement.

**Agreements** 

- Section 804.1 (2) provides that a municipality and a regional district *may* enter into an agreement that a municipality will participate in some, but not all, electoral area planning. The agreement authority differs from the previous authority in four important aspects:
- Councils and boards may make an agreement at any time in the year. The previous authority required that agreements be in place by August 31 and would become effective for the following year. The new authority allows agreements to be made at any time, with their effective dates set by the parties to the agreement.
- The agreement can be made whether the municipality is a full participant or has opted out. The
  previous authority allowed for an agreement only if a municipality had provided notice to opt
  out.
- The agreement may set out the terms and conditions of the municipality's participation. The previous authority was unclear about the extent to which the agreement could set out terms and conditions of participation -- it allowed the agreement to specify "particular plans, permits or bylaws and particular areas" but did not specifically allow any other terms. The new authority makes it clear that any term or condition which can be agreed upon may be provided for in the agreement. The legislation does not specify a maximum term or the scope of the agreement -- this is left to the judgement of the parties to the agreement -- but it is intended that certainty and stability be considered when entering into these agreements, and it is anticipated that these factors will be enhanced when broader, longer term agreements are developed.
- Once an agreement is made, the parties to the agreement are obligated to comply with the agreement until it expires or is amended. If circumstances change, the agreement can always be reviewed and renegotiated, but both parties will need to agree to any changes. Compliance with an agreement means, in part, that **once an agreement is in place, municipalities cannot either fully participate or fully opt-out of participation in electoral area planning during the term of the agreement.** The only exception to this provision relates to the last year of an agreement --municipalities may provide notice to the board in the last year of an agreement that it wishes to fully opt-out of participation in electoral area planning effective the following year. This opt-out is authorized because the notice must be given by August 31 in a year, but is not effective until the next year (when the agreement would have expired).
- Both cost apportionment for Part 26 services and voting on Part 26 decisions should be dealt with in an agreement. Section 804.1(1)(c) provides that if a municipality has entered into an agreement, costs are to be recovered in accordance with the agreement (therefore, if the agreement does not provide for cost recovery, the municipality is not required to share in the costs). Section 791(12)(c) provides that while an agreement is in force, the director for the municipality cannot vote on Part 26 resolutions or bylaws except in accordance with the agreement (therefore, if the agreement is silent with respect to voting then the director is not entitled to vote).

#### Fairer Voting Rules

• All votes by the regional district board on planning agreements and resolutions and bylaws under Part 26 continue to be unweighted -- i.e., each director who is entitled to vote has one vote [section 791(2) and (3)].

- Voting rules for municipalities that are fully participating in electoral area planning had changed. A director from a fully participating municipality continues to be entitled to vote on all partial participation agreements and all resolutions and bylaws pertaining to Part 26 services.
- Previous provisions prevented a municipal director from voting on the agreement for that municipality but allowed voting on another municipality's agreement. Section 791(12) is amended to eliminate the ability to vote on another municipality's agreement. Therefore, a municipal director representing a municipality that has entered into an agreement in accordance with section 804.1(2) in which it is a partial participant in Part 26 services, cannot:
- vote on the acceptance of an agreement with the director's municipality;
- vote on any agreement with another municipality; or
- vote on any resolution or bylaw under Part 26 except as authorized by their municipality's agreement.
- Similarly, municipal directors representing municipalities that had fully opted-out were authorized to vote on other municipality's agreements. The provisions have been changed to prevent this. Therefore, a director for a municipality which has fully opted-out, cannot:
- vote on an agreement pursuant to section 804.1(2); or
- vote on bylaws and resolutions pertaining to Part 26 except when the municipality is required to continue to pay for Part 26 services under section 804.1(6) or (7).
- The timing of voting entitlement is also changed. With respect to agreements, as soon as a municipality has entered into an agreement, it is not entitled to vote on other agreements. However, the entitlement to vote on Part 26 services is linked to the term of the agreement, rather than the date it is entered into. Therefore, if a municipality and regional district agree in September of 2000 to limited participation in Part 26 services commencing in March of 2001, then the director for the municipality would be entitled to vote on all planning matters until March 2001 (assuming that the municipality has not opted-out of electoral area planning for 2000). Similarly, as soon as notice to opt-out has been given directors are not entitled to vote on agreements, but their entitlement to vote on Part 26 matters continues until January of the following year.

#### **Related Provisions:**

N/A

#### **Practical Considerations:**

- The intent of the new provisions is to encourage regional districts and member municipalities to enter into longer, more comprehensive agreements. This will avoid the annual renegotiation of agreements or annual decisions about opting-out which, in the past, have created uncertainty and, in some cases, conflict.
- The agreement provisions are broad both in terms of scope and timing. It is recommended that boards approach this new power prudently. Since a municipality cannot opt-in or out during the term of an agreement, and since an agreement may only be amended with the consent of both the

municipality and the regional district, it is recommended that initially consideration be given to agreements with relatively short time frames, for example, three years. Once the board and the municipality have had a chance to see how the agreement is working they may want to consider a longer or a shorter term.

- It is recommended that regional districts consider the annual budgeting and tax requisition system when negotiating agreements with municipalities. Agreements may be made at any point in the year, but the regional district must ensure that the effective dates of the agreement mesh with its requisition cycle.
- It is recommended that the agreement lay out the scope of the planning program, in the fullest detail possible, so as to minimize misunderstandings. This can provide an opportunity to deal with a number of critical issues including the following:

municipal interests in electoral area planning and vice versa;

consultation and referral processes between municipalities and electoral areas; and

the priority projects to be undertaken within the time frame of the agreement.

- Regional districts and municipalities are encouraged to use regional growth strategies and
  official community plans to establish municipal interests in electoral area planning and electoral
  area interests in municipal planning. This could, for example, focus on the definition of and
  policies for "urban fringe" areas.
- unicipalities and regional districts may also want to use the new consultation requirement for Official Community Plans contained in the new section 879 as an impetus to develop protocols as to how the two jurisdictions can achieve cooperative planning processes. A bulletin will be developed on this topic prior to the new section 879 coming into effect.
- The Ministry will be undertaking research and will work with regional district and municipal planning staff on the development of model agreements and a best practices guide. In addition, Ministry staff are available to meet with regional boards and municipal councils to provide any assistance they might need in using these new legislative provisions.

#### **Transitional provisions:**

- <u>B.C. Regulation 241/2000</u> specifies that the new provisions will be effective August 30, 2000. This date has been chosen specifically because of the August 31 deadline for municipal opt-out notices.
- As in previous years, if a municipality wishes to fully opt-out of electoral area planning, it must do so by August 31.
- Also as in previous years, if a municipality and a regional district wish to enter into an annual partial participation agreement, and the agreement is made prior to August 31, the municipality must first give the regional district an opt-out notice and then may enter into an agreement. Voting on any of these annual agreements prior to August 31 would be based on the old voting rules (i.e., a municipal director cannot vote on its own agreement, but can vote on another

municipality's agreement). However, if partial participation agreement is voted on after 10 st 30, it must be voted on using the new voting rules (i.e., municipal directors cannot vote on any agreements unless their municipality is fully participating in electoral area planning).

- If a municipality and a regional district wish to enter into a multi-year agreement under the new provisions, it may do so at any time. Depending on the timing, however, the process will be different. The two options are as follows:
- Agreements under the new provisions may be made before August 30. The *Interpretation Act* provides authority to exercise new powers prior to them coming into force, but states that the action has no effect until the new powers come into force. This means that the municipality and the regional district can use the new powers for making agreements before August 30, but that the agreements themselves have no effect until after that date. However, if the new agreement powers are used, voting on the agreements must be done in accordance with the new voting rules (i.e., municipal directors cannot vote on any multi-year agreements unless their municipality is fully participating in electoral area planning, no matter whether that voting takes place prior to or after August 30).
- Agreements under the new provisions may also be made after August 30. Both the new agreement powers and the new voting rules come into force August 30, and so are applicable to any agreements made after that date. It is recommended, however, that municipalities currently negotiating a multi-year agreement consider its options with respect to opting-out as well, in case it cannot come to an agreement with the regional district. This is because if the municipality does not give a notice to opt-out by August 31 and subsequently cannot come to an agreement with the regional district, it is considered to be fully participating in electoral area planning.

**Local Government Act References:** 

Primary Sections: 791, 804.1, 879

Bill 14 Sections:



#### **BACKGROUNDER**

**R-1** 

#### Cost Sharing Part 14 Services Local Government Act Section 381

#### 1.0 RATIONALE

Pursuant to Part 14: Planning and Land Use Management, of the LGA, the PRRD undertakes activities in the electoral areas of the region to plan, manage and regulate development. The PRRD considers that municipal participation in these activities is important because proactive planning benefits all jurisdictions.

#### 2.0 PART 14: PLANNING AND LAND USE MANAGEMENT

Activities authorized under Part 14 include:

Official Community Plans Farm Bylaws **Zoning Bylaws Development Permit Areas Public Hearings & Public Notifications Development Variance Permits Advisory Planning Commission Temporary Industrial & Commercial Permits Development Approval Procedures Tree Cutting Permits Board of Variance** Application & Inspection Fees **Housing Agreements Development Cost Charges Parking & Loading Regulations Development Works Agreements Run-off Control School Site Acquisition Charges Regulation of Signs Subdivision Servicing Regulations Screening & Landscaping Regulations** Site Profile Assessments

#### 3.0 LGA SECTION 38: MUNICIPAL PARTICIPATION IN PLANNING

(excerpt from Bulletin No. A.7.0.0, Aug. 2000)

These provisions, **which came into effect August 30, 2000**, primarily respond to the Municipal Act Reform principles of flexibility and resolution of inter-local government issues. The amendments respond to consultations with regional districts which emphasized the need to reduce conflict between municipalities and electoral areas and to encourage co-operative planning. Finally, they are consistent with the recommendations of the report by Professor Bish, commissioned by the ministry, which particularly emphasized the need for establishing fair voting rules. To this end the provisions:

- authorize broader, longer term agreements on municipal participation in electoral area planning; and
- change the rules for municipal directors' voting on municipal-regional district agreements for electoral area planning.

The overall objective is to encourage agreements between a municipality and the regional district with respect to the extent of participation in electoral area planning by the municipality. This is done by allowing greater scope and longevity of agreements, as well as clarifying the relationship between the agreement and notices relating to a municipality opting out of all electoral area planning services.

unlike other services, all municipalities participate in decision making and share in the cost of the service
even though they are not within the service area (unless the municipality indicates that it does not wish
to participate in electoral area planning, or can come to an agreement with the regional district on
partial participation).

- Municipal participation is based on the view that planning benefits all areas, not just the electoral areas
  for which the plans are developed (i.e., good planning benefits the region as a whole). The can be seen
  most clearly in urban fringe areas, but is true, at least conceptually, for all electoral area planning. In
  addition, decisions about planning are often considered a general government or corporate
  responsibility of the entire board (similar to the decisions for establishing services) rather than a service
  operation or management decision of the participants.
- However, it is recognized that the extent of this benefit to individual municipalities is a matter that is
  best judged locally, based on the specifics of the situation. Therefore, the legislation provides
  opportunities for municipalities to make agreements with the regional district whereby the municipality
  partially participates in electoral area planning. The legislation also authorizes municipalities that have
  not entered into such agreements to provide notice to the regional district that it does not wish to
  participate in any electoral area planning services (i.e., municipal opt-out).

#### Signalling an intention to participate, partially participate, or not participate

- The legislation provides that a municipality is deemed to be fully participating in electoral area planning unless it provides a notice that it intends to opt-out entirely, or agrees with the regional district to participate partially (i.e., if the municipality does nothing, it is deemed to be fully participating).
  - Up to 2006, participation occurred through a variety of contracts that differed in geographic scope scope and duration. From 2007-2010, five of seven municipalities had opted in. By 2011 six of the seven municipalities had been fully opted in, and all seven have been opted in since 2015.
- A municipality may make an agreement with the regional district which sets out conditions under which
  the municipality partially participates in electoral area planning. Partial participation means that
  municipal directors are entitled to vote on resolutions and bylaws relating to Part 14 to the extent
  authorized under the agreement, and costs related to Part 14 services will be apportioned to the
  municipality in accordance with the agreement. Section 4.0 sets out cost sharing models that have been
  used in the past.

#### 4.0 HISTORICAL COST SHARING

- 4.1 There were three levels of participation available, based on the geographic area over which participation in Part 14 Services was desired. These levels were set at 100%, 75% and 50%, as illustrated on maps for each municipality.
- 4.2 Two options for cost sharing were offered;
  - 1) by requisition, or
  - 2) by per-capita (not to exceed the 100% requisition amount)
- 4.2.1 The per-capita option was based upon population figures as estimated by BC Stats. **This option was only** available to those municipalities that chose the 100% participation level. The per capita rate in 2008 was \$2.48 and the scheme included an annual increase equal to the annual CPI change of the preceding year. Using this formula the per capita fee for 2017 would be \$2.81.
- 4.2.2 The requisition option is based on apportionment of the Part 14 requisition, assuming all jurisdictions participate. This was the only cost option available for participation levels less than 100%. This calculation is based on completed assessments and confirmed budget for the given year.

#### 5. SUMMARY OF MUNICIPAL PARTICIPATION

**R-1** 

Municipality	1999	2000	2001	2002	2003	2004	2005	2006
Chetwynd	\$6,706	\$6,705	\$6,705	\$6,705	\$5,830	\$5,830	\$5,904	\$6,662
	100%	100%	100%	100%	100%	100%	100%	100%
Dawson Creek	\$9,368	\$9,247	18,751	25,031	22,688	22,599	23,786	24,442
	50%	50%	100%	100%	100%	100%	100%	100%
Fort St John	\$23,044	\$25,052	33,797	33,797	36,086	36,086	38,863	42,764
	75%	75%	100%	100%	100%	100%	100%	100%
Hudson's	\$2,524	\$2,524	2,524	2,524	2,338		2,492	2,782
Норе						2,338		
	100%	100%	100%	100%	100%	100%	100%	100%
Pouce Coupe	\$1,206	\$892	879	1,106	961	863	903	998
	100%	100%	100%	100%	100%	100%	100%	100%
Taylor	\$2,320	\$2,320	2,320	2,320	2,572	2,572	2,924	3,237
	100%	100%	100%	100%	100%	100%	100%	100%
Tumbler Ridge	0	0	0	0	0	0	0	0
Total	\$45,168	\$46,740	\$64,976	\$71,483	\$70,475	\$70,288	\$74,872	\$80,885

Municipality	2007	2008	2009	2010	2011	2012	2013	2014
Chetwynd								
	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in
Dawson Creek								
	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in
Fort St John								
	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in
Hudson's								
Норе								
	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in
Pouce Coupe								
	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in	Opt-in
Taylor	\$2,320	\$4,544	\$4,772	\$3,177				
	100%	50%	50%	50%	Opt-in	Opt-in	Opt-in	Opt-in
Tumbler Ridge	0	0	0	0	0	0	0	0

Note: The requisitions for each participating jurisdiction for the period 2007-2017 are shown on budget sheets contained in Schedule 3.

Municipality	2015	2016	2017
Chetwynd			
	Opt-in	Opt-in	Opt-in
Dawson Creek			
	Opt-in	Opt-in	Opt-in
Fort St John			
	Opt-in	Opt-in	Opt-in
Hudson's			
Норе			
	Opt-in	Opt-in	Opt-in
Pouce Coupe			
	Opt-in	Opt-in	Opt-in
Taylor			
	Opt-in	Opt-in	Opt-in
Tumbler Ridge	Opt-in	Opt-in	Opt-in

#### 6.0 ALTERNATIVE COST SHARING

- 6.1 Looking forward this report now considers alternative cost sharing models. Similar to before, three cost levels are proposed:
  - A. 100% (opt-in)
  - B. 75% of requisition
  - C. 50% of requisition

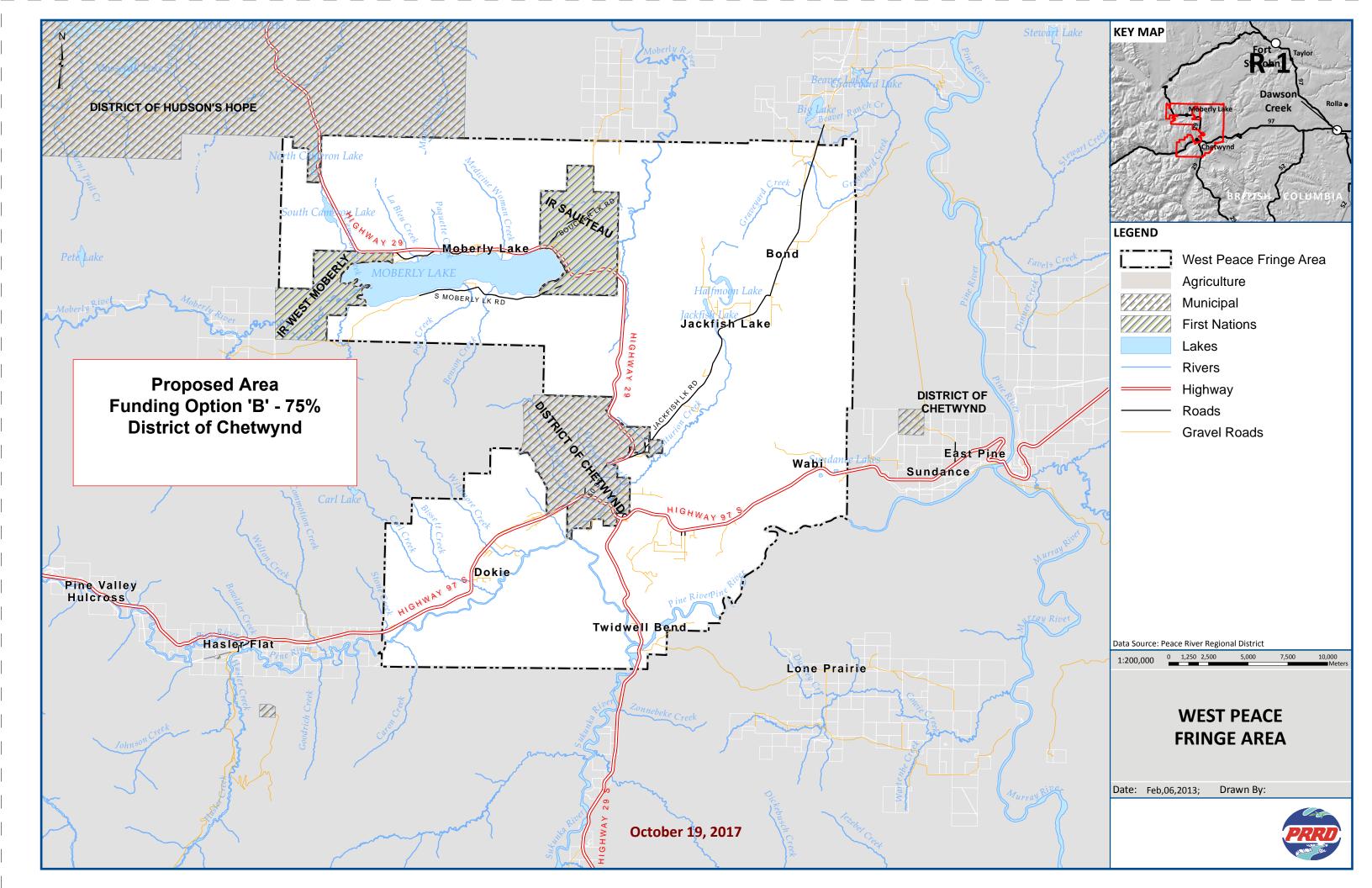
Attached maps illustrate applicable area for each municipality. The per capita rate is not considered as an option to entice municipalities toward full participation since they are currently opted-in at full cost and full area participation.

#### 6.2 **Summary of alternative cost levels**:

2017 Requisition		Α		В	С		
\$ 765,012.00		Opt-In					
		100%		75%		50%	
Chetwynd	\$	16,316.00	\$	12,237.00	\$	8,158.00	
Dawson Creek	\$	65,519.00	\$	49,139.25	\$	32,759.50	
Fort St John	\$	142,450.00	\$	106,837.50	\$	71,225.00	
Hudson's Hope	\$	9,933.00	\$	7,449.75	\$	4,966.50	
Pouce Coupe	\$	2,926.00	\$	2,194.50	\$	1,463.00	
Taylor	\$	11,050.00	\$	8,287.50	\$	5,525.00	
Tumbler Ridge	\$	19,989.00	\$	14,991.75	\$	9,994.50	
	\$ 268,183.00		\$ 201,137.25		\$134,091.50		
Electoral Areas		\$496,829.00		563,874.75	\$630,920.50		

October 19, 2017

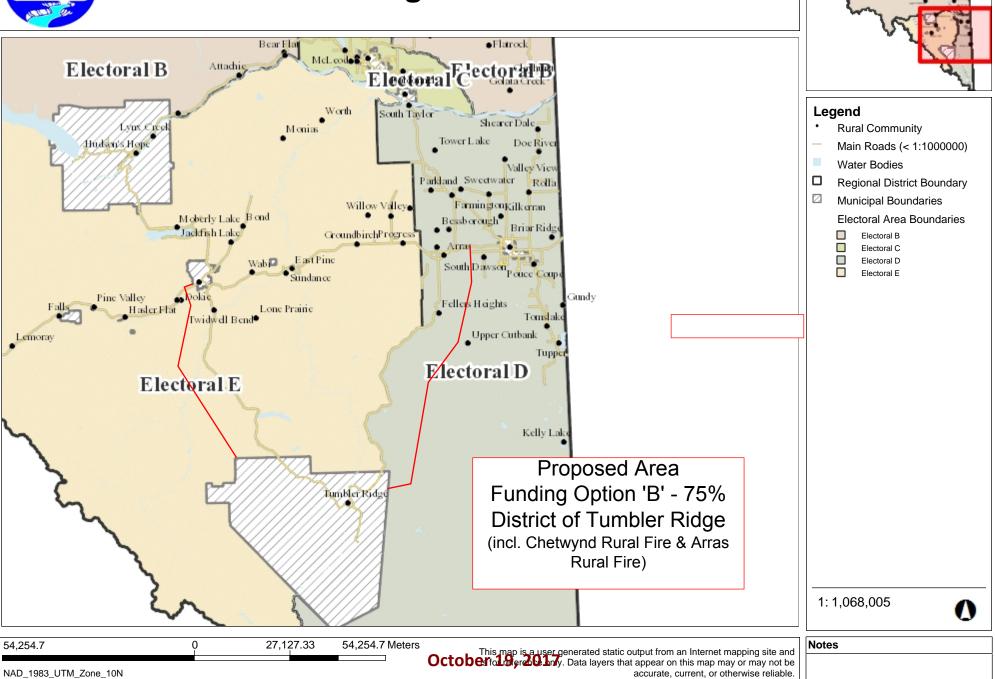
## GEOGRAPHIC AREAS FOR COST LEVEL B 75% of Requsition



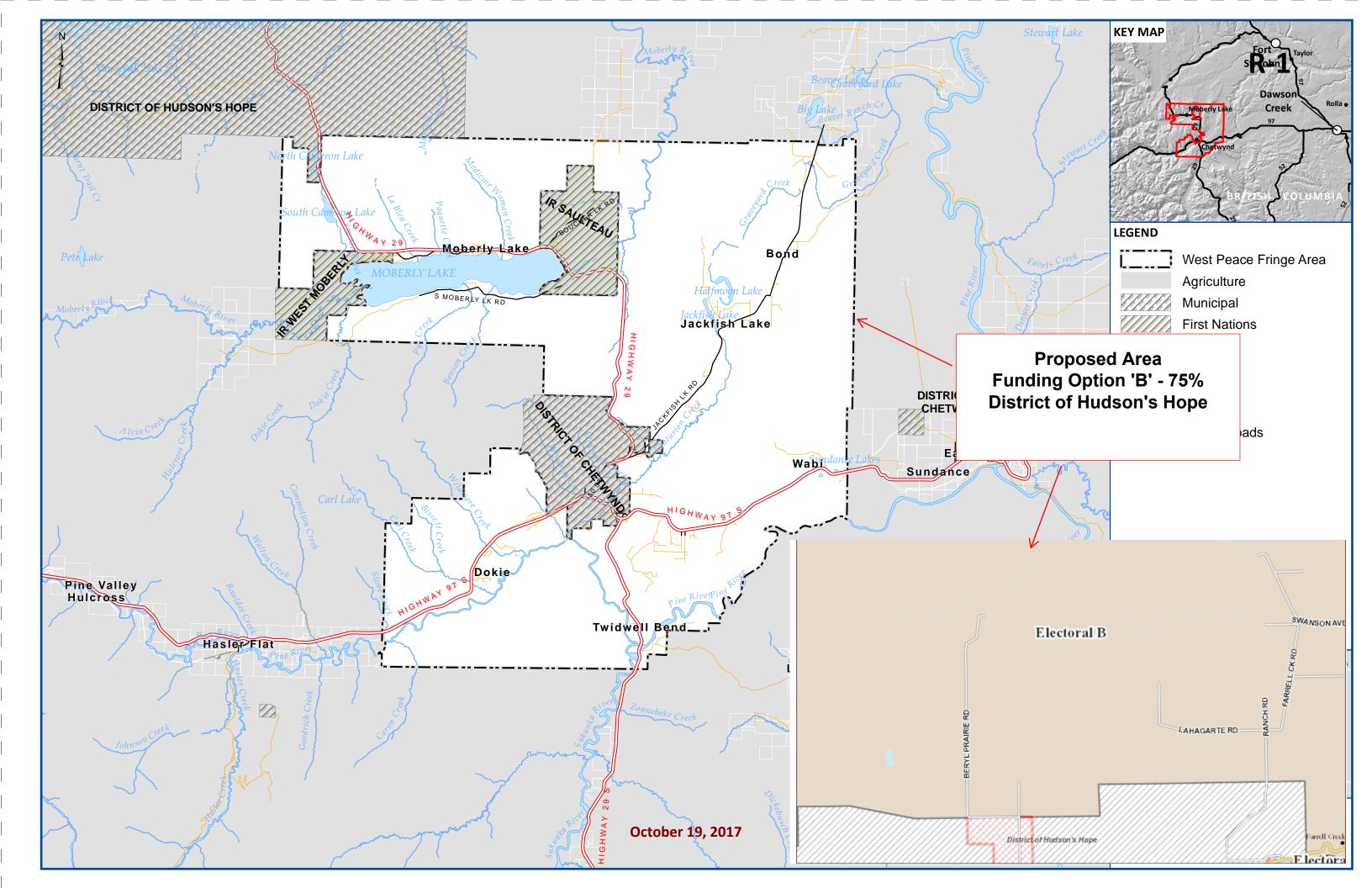


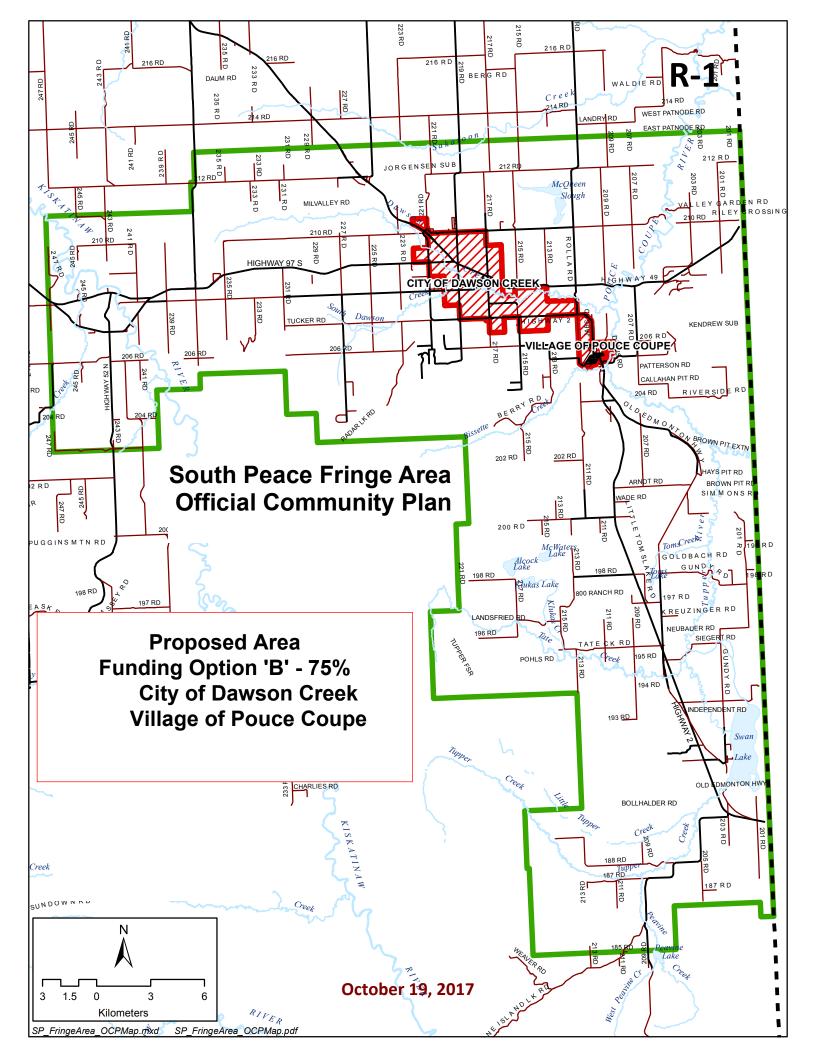
© Latitude Geographics Group Ltd.

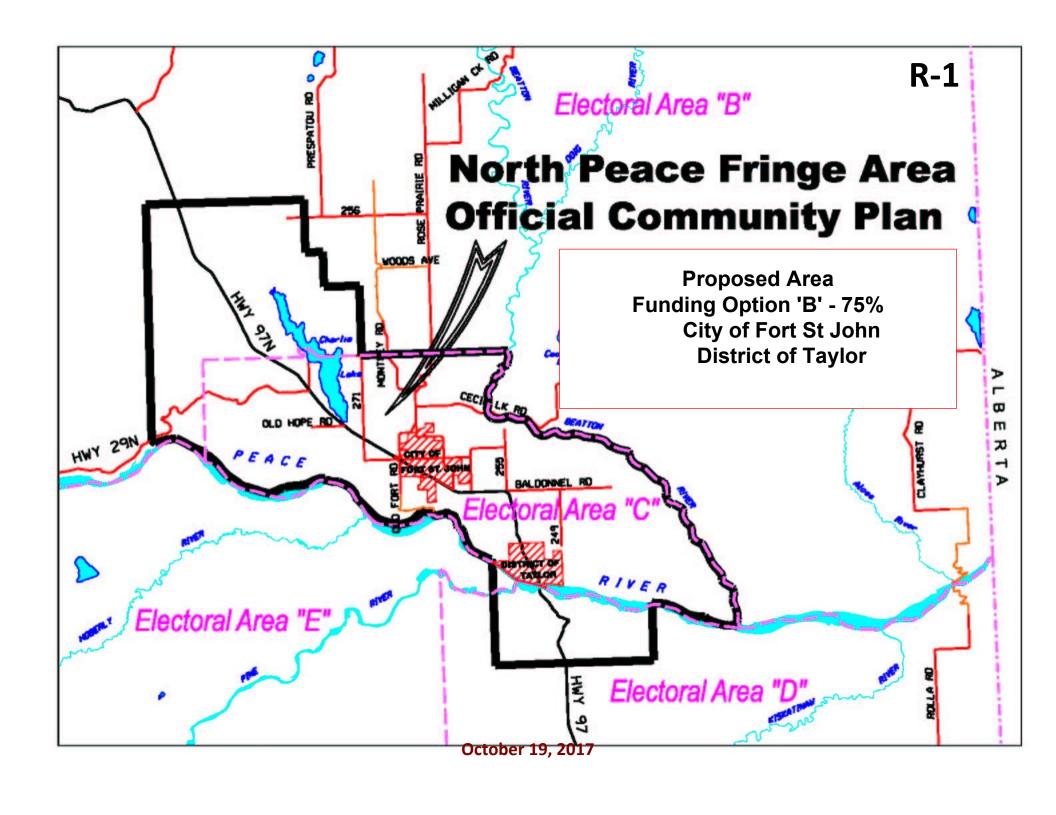
### **Peace River Regional District**



THIS MAP IS NOT TO BE USED FOR NAVIGATION

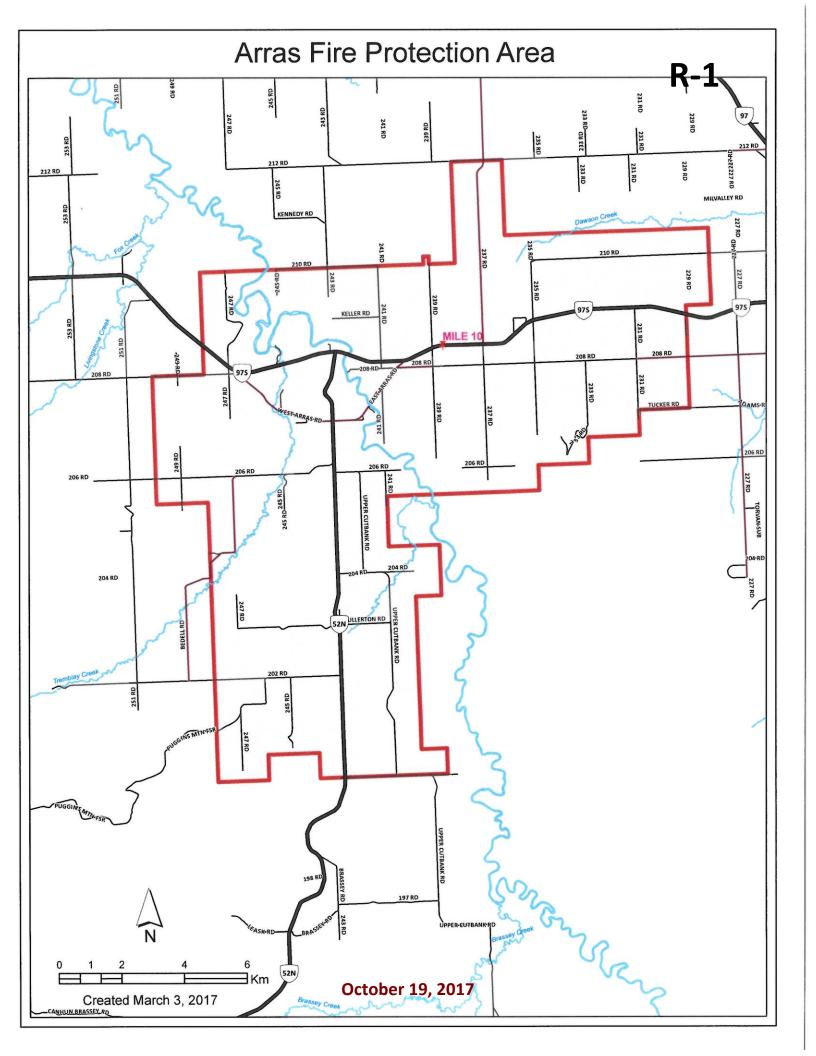


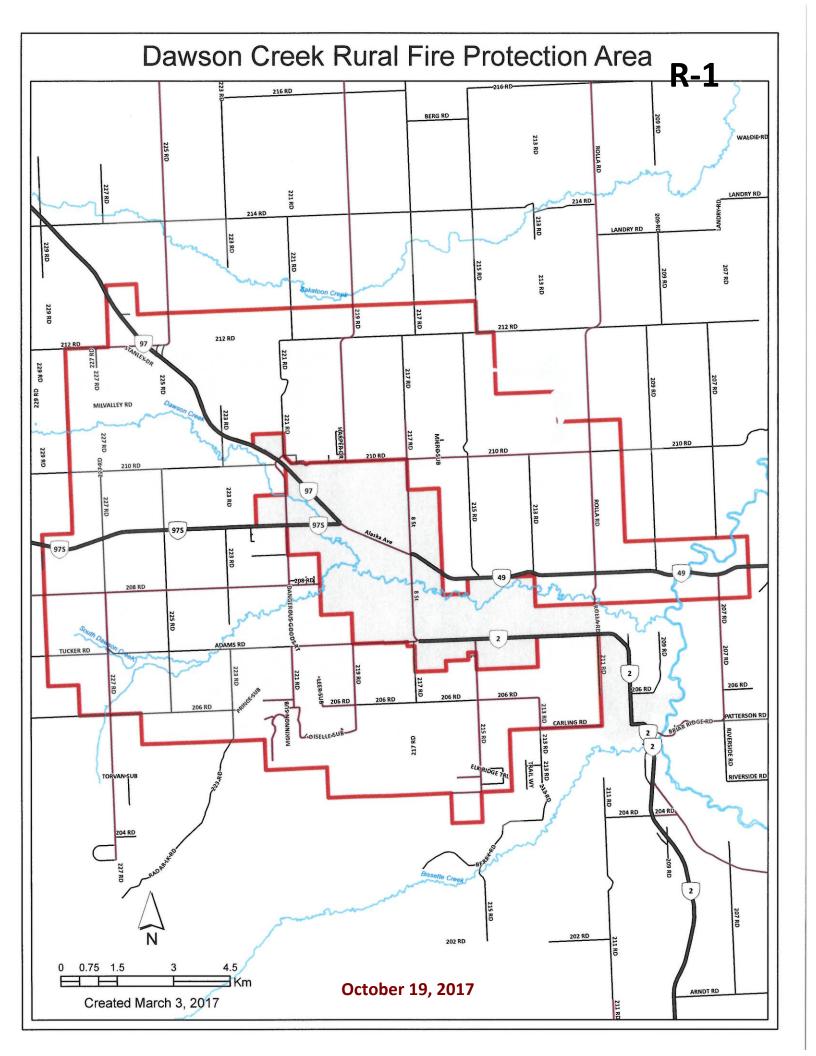


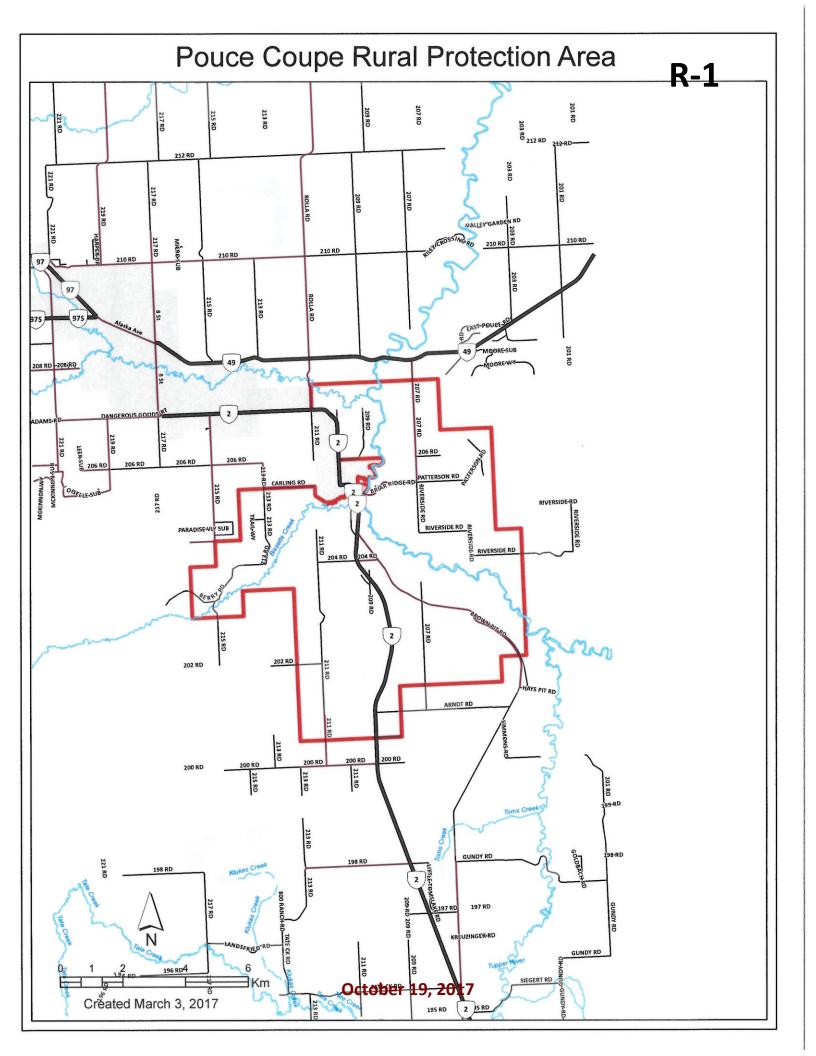


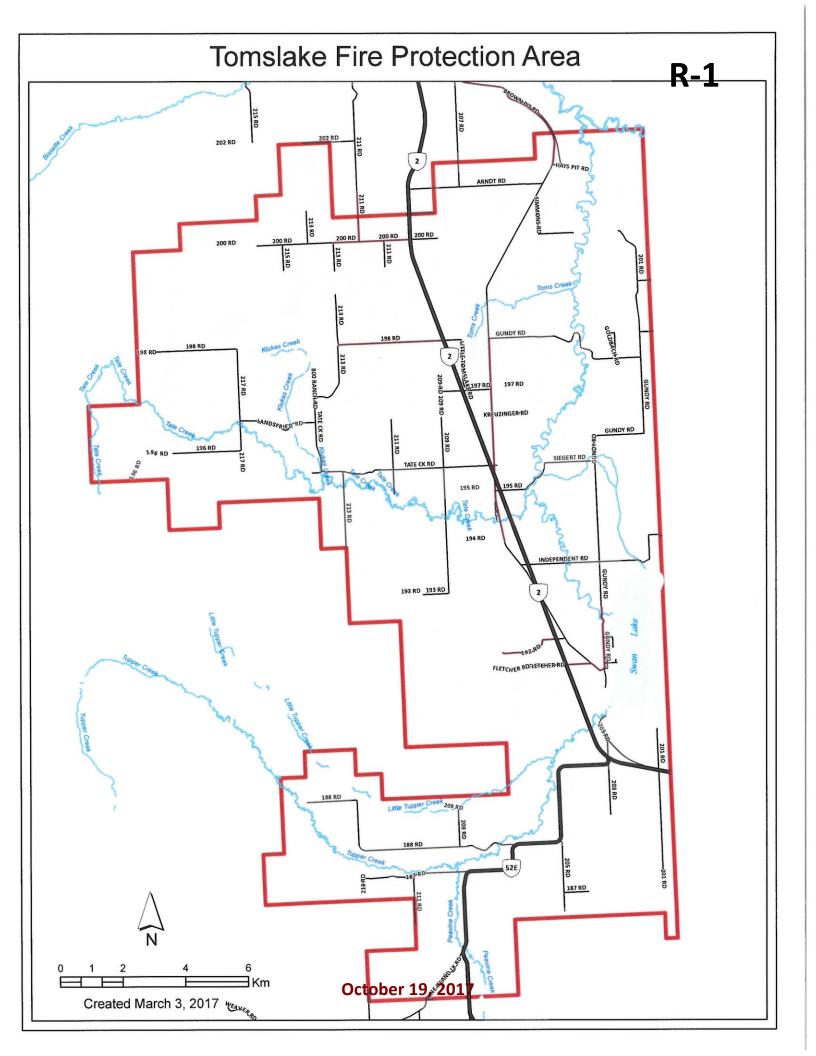
## GEOGRAPHIC AREAS FOR COST LEVEL C 50% of Requisition

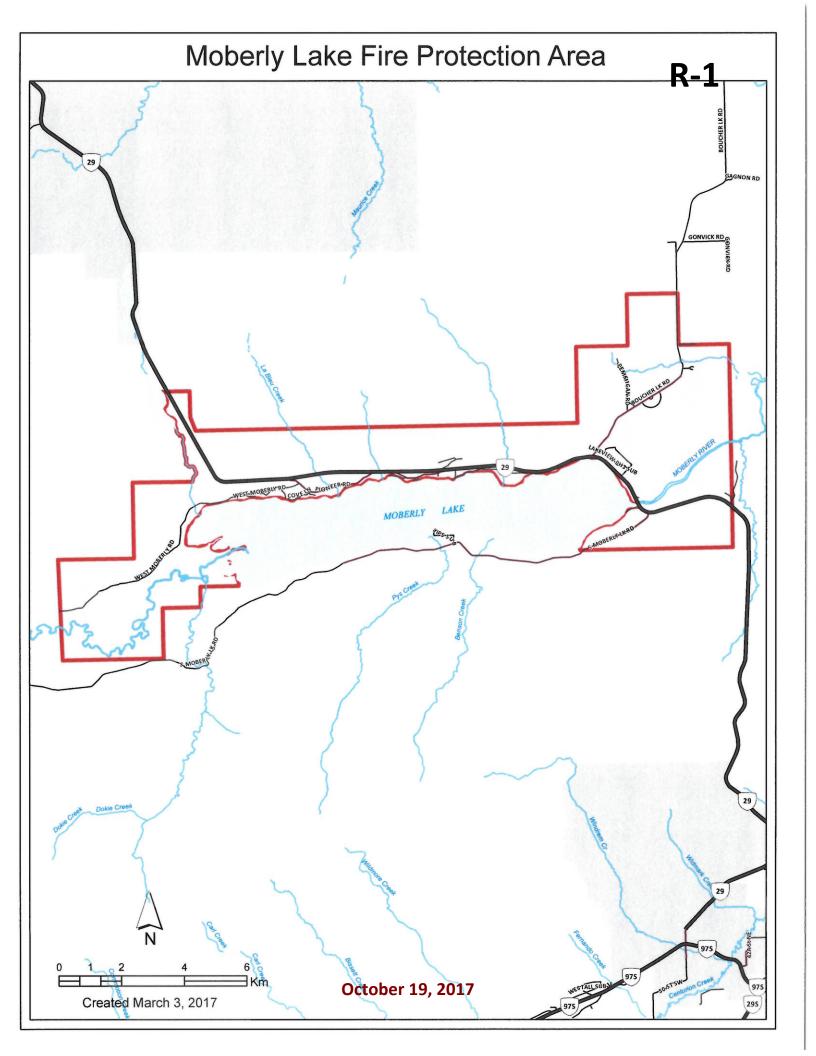
City of Fort St John	Fort St John and Charlie Lake Rural Fire
	Protection Areas
District of Taylor	Taylor and Fort St John Rural Fire
	Protection Areas
City of Dawson Creek	Dawson Creek, Pouce Coupe, and Arras
	Rural Fire Protection Areas
Village of Pouce Coupe	Dawson Creek, Pouce Coupe, and Arras
	Rural Fire Protection Areas
District of Chetwynd	Chetwynd and Moberly Lake Fire
	Protection Areas
Hudson's Hope	Chetwynd and Moberly Lake Rural Fire
	Protection Areas
District of Tumbler Ridge	Chetwynd and Arras Rural Fire Protection
	Areas

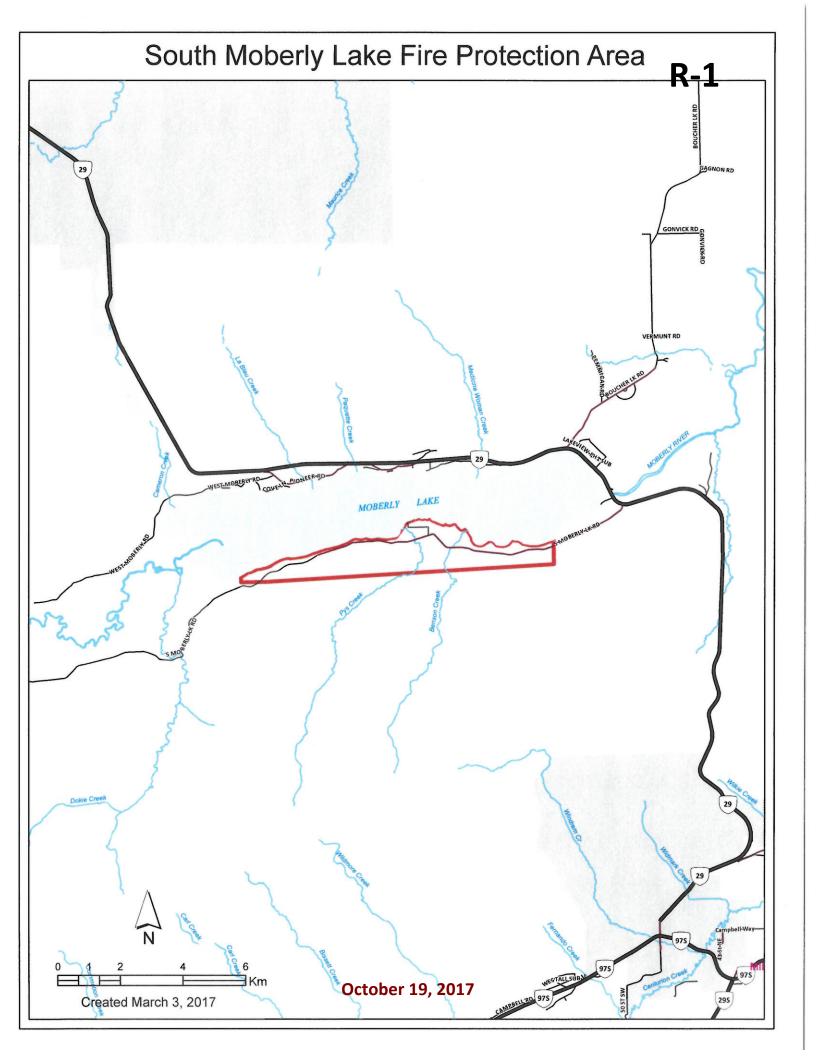


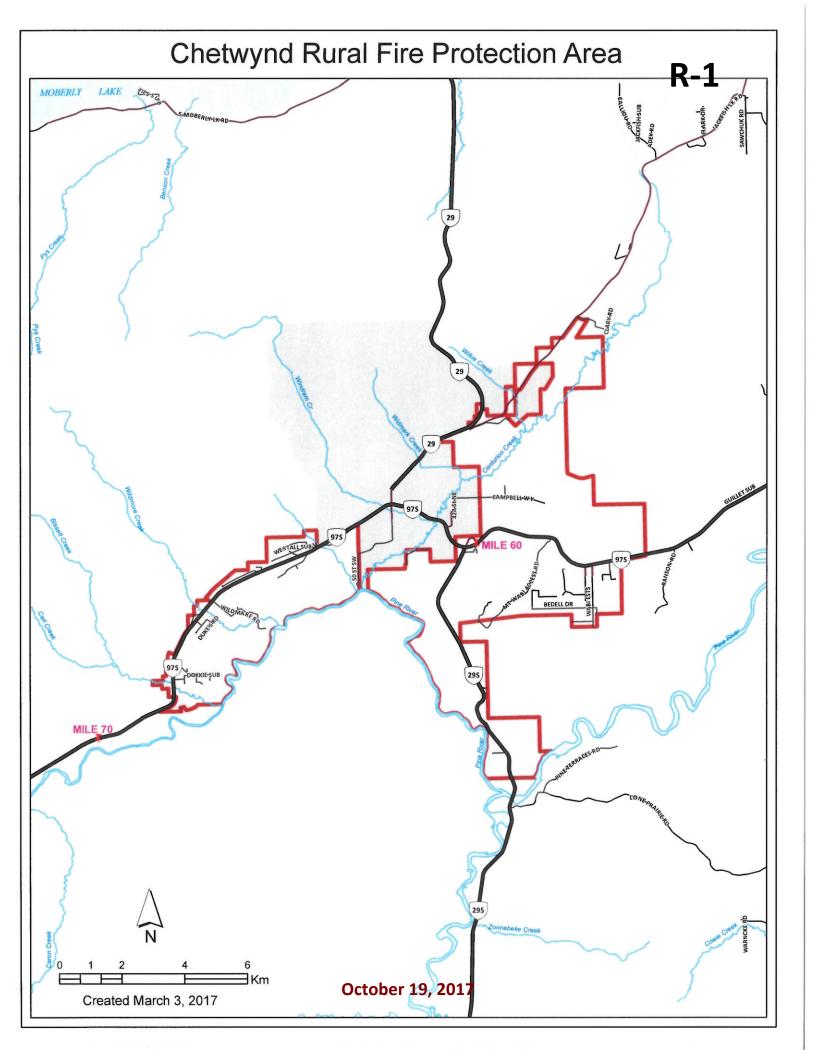


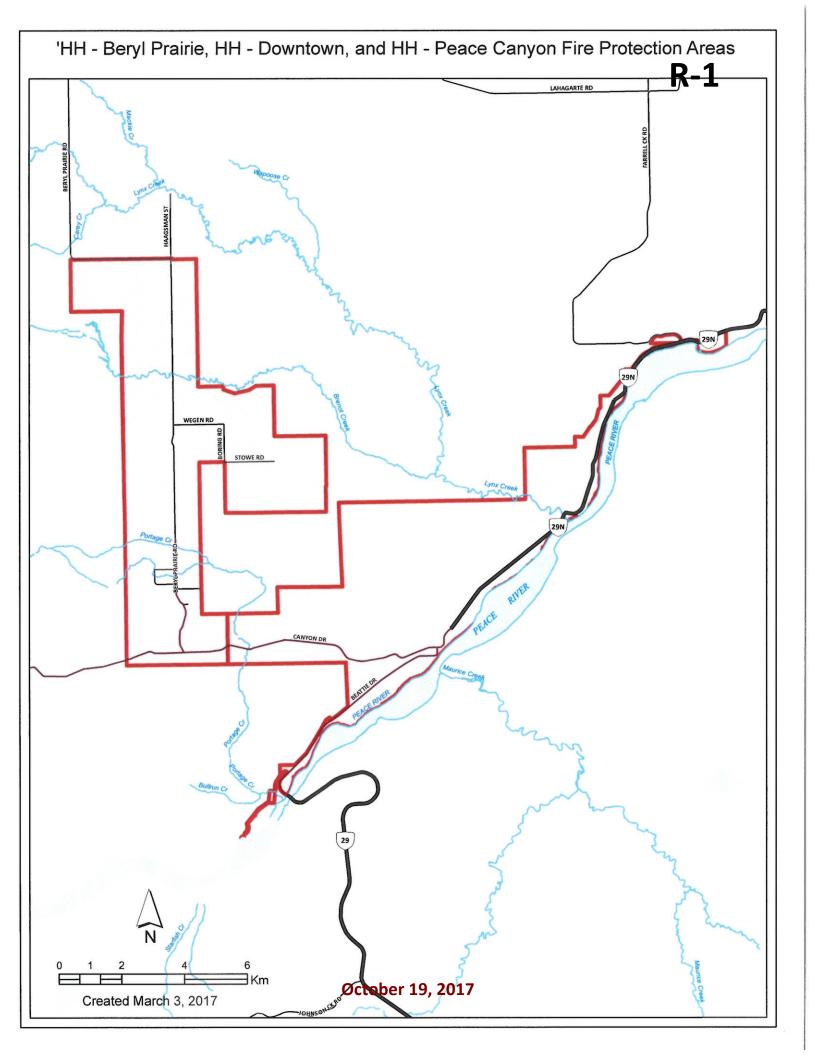


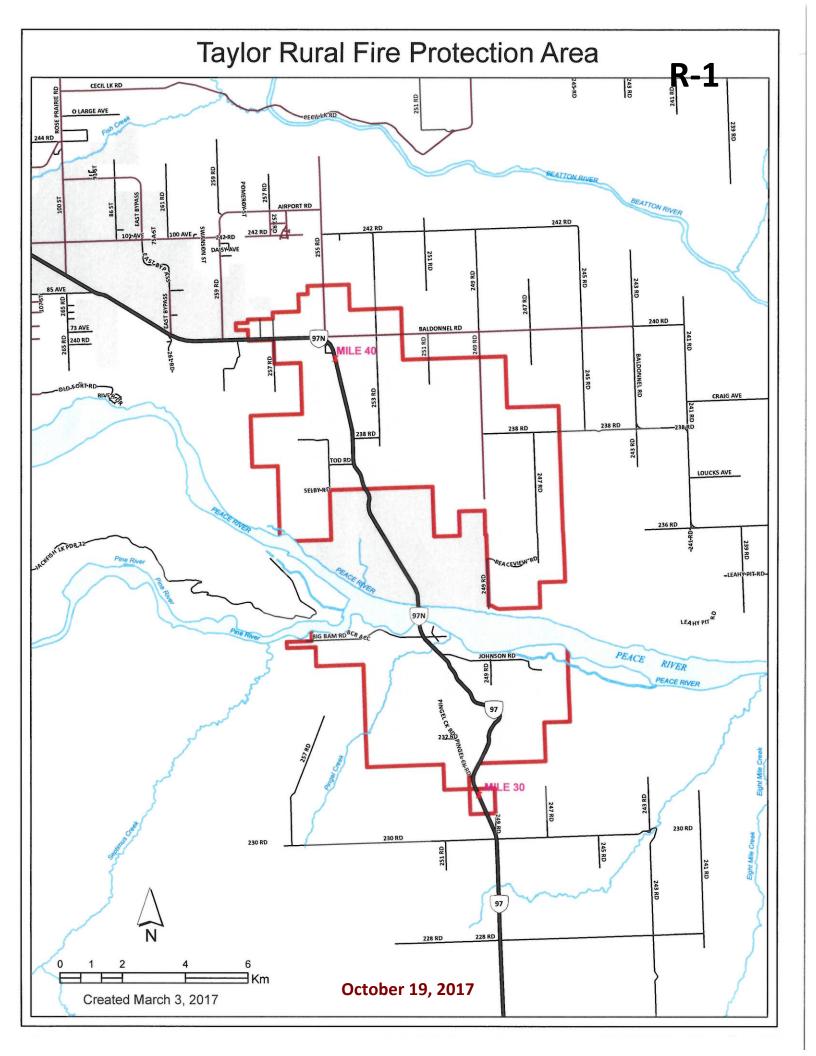


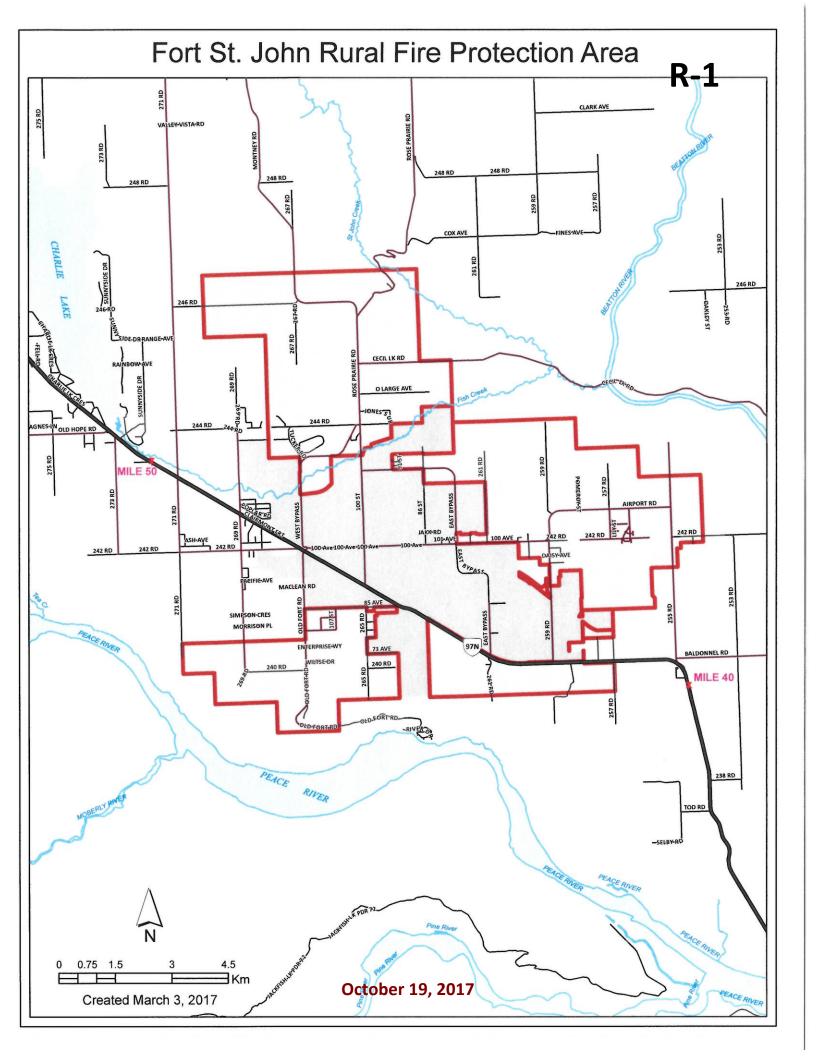


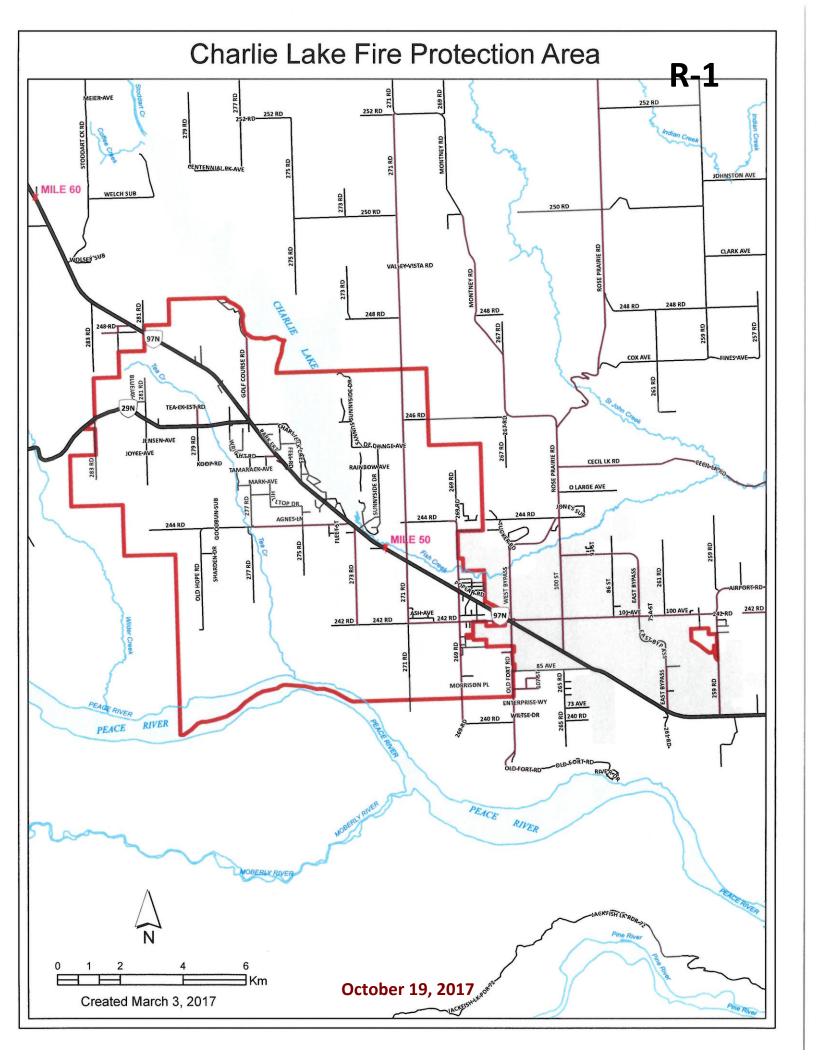












# 2007-2017 REQUISITIONS FOR MANAGEMENT OF DEVELOPMENT

#### **Management of Development**

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

Land & Improvements

Tax Rate or Other Limitations:

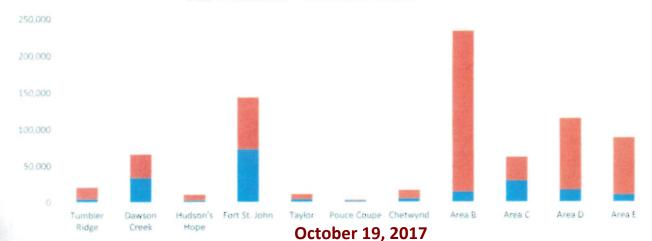
None

Draft to COW Feb. 23, 2017	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	19,989	0.026	76,545,687	2.61%		19,989
Dawson Creek	65,519	0.026	250,896,936	8.56%	296	65,815
Hudson's Hope	9,933	0.026	38,036,067	1.30%	108	10,040
Fort St. John	142,450	0.026	545,498,718	18.62%	484	142,935
Taylor	11,050	0.026	42,313,184	1.44%	-	11,050
Pouce Coupe	2,926	0.026	11,206,117	0.38%	29	2,955
Chetwynd	16,316	0.026	62,481,193	2.13%	47	16,363
Area B	232,868	0.026	891,744,521	30.44%	(2,053)	230,816
Area C	61,599	0.026	235,886,018	8.05%	111	61,710
Area D	114,347	0.026	437,881,400	14.95%	837	115,185
Area E See Area E Jurisdiction Split Below	88,015	0.026	337,042,943	11.51%	141	88,156
Total	765,012		2,929,532,784	100.00%	(0)	765,012
Area E - Jurisdiction 759	87,067		333,413,265	98.92%	139	87,206
Area E - Jurisdiction 760	948 88,015		3,629,678 337,042,943	1.08%	141	949 88,156

Municipal Requisition	269,147
Electoral Area Requisition	495,866
Total Requisition	765,012
Total Negalistion	700,0

		ration i from Four ring		
	Last Year		Change %	Change \$
1	Requisition	612,423	24.9%	152,589
	Assessment	2,934,954,937	-0.2%	(5,422,153)
	Tax Rate	0.021	25.1%	0.005

Class 1 - Residential Total All Other Classes



#### **Management of Development**

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments - Land & Improvements

Tax Rate or Other Limitations:

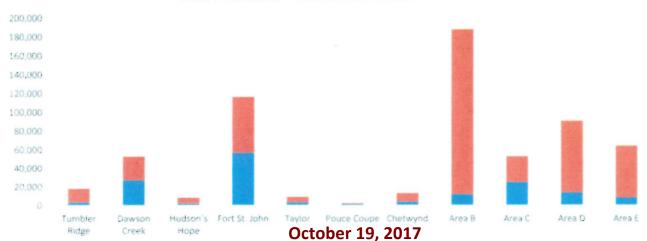
None

Adopted March 24, 2016	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	17,720	0.021	84,921,438	2.89%	-	17,720
Dawson Creek	52,405	0.021	251,143,553	8.56%	(316)	52,089
Hudson's Hope	8,088	0.021	38,760,367	1.32%	(6)	8,082
Fort St. John	115,847	0.021	555,181,831	18.92%	130	115,978
Taylor	8,984	0.021	43,052,312	1.47%	-	8,984
Pouce Coupe	2,236	0.021	10,715,824	0.37%	(6)	2,230
Chetwynd	12,822	0.021	61,446,619	2.09%	3	12,824
Area B	187,709	0.021	899,571,178	30.65%	49	187,758
Area C	52,485	0.021	251,526,749	8.57%	(4)	52,480
Area D	90,332	0.021	432,902,178	14.75%	277	90,609
Area E See Area E Jurisdiction Split Below	63,796	0.021	305,732,888	10.42%	(127)	63,669
Total	612,423		2,934,954,937	100.00%	0	612,423
Area E - Jurisdiction 759 Area E - Jurisdiction 760	63,038 758	a versus a representation of the second	302,102,411 3,630,477	98.81% 1.19%	(125) (2)	62,913 756
Alea E - Julisuiction 700	63,796		305,732,888	100%	(127)	63,669

Municipal Requisition	217,906
Electoral Area Requisition	394,517
Total Requisition	612,423

		After Prior Tear Adj		
	Last Year		Change %	Change \$
1	Requisition	768,178	-20.3%	(155,755)
	Assessment	2,753,809,522	6.6%	181,145,415
	Tax Rate	0.028	-25.2%	(0.007)

Class 1 - Residential Total All Other Classes



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EXHIBIT 3

#### Management of Development

Category 1-6100 **R-1** 

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

Land & Improvements

Tax Rate or Other Limitations:

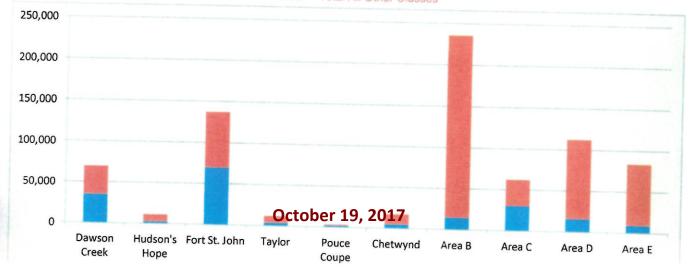
None

Adopted March 26, 2015	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	26,602	0.028	95,363,796	0.400/		
Dawson Creek	69,127	0.028				26,602
Hudson's Hope	10,676		247,809,014		(316)	68,810
Fort St. John		0.028	38,273,134	1.39%	(6)	10,670
Taylor	137,080	0.028	491,411,567	17.84%	130	137,210
	11,372	0.028	40,765,944	1.48%		11,372
Pouce Coupe	2,978	0.028	10,674,364	0.39%	(6)	2,972
Chetwynd	16,889	0.028	60,543,592	2.20%	3	16,891
Area B	235,406	0.028	843,898,049	30.64%	49	
Area C	62,235	0.028	223,104,002	8.10%		235,456
Area D	112,356	0.028			(4)	62,231
Area E	83,458		402,781,479	14.63%	277	112,633
See Area E Jurisdiction Split Below	05,456	0.028	299,184,581	10.86%	(127)	83,331
Total	768,178		2,753,809,522	100.00%	0	768,178
Area E - Jurisdiction 759 Area E - Jurisdiction 760	82,438		295,529,867	98.78%	(125)	82,313
	1,019 83,458		3,654,713	1.22%	(2)	1,018
	00,400		299,184,580	100%	(127)	83,331
Municipal Requisition	274,527					

	After Prior Vens Adi
 Total Requisition	768,178
Electoral Area Requisition _	493,651
Municipal Requisition	274,527
M	The second secon

<u>Last Year</u>		Change %	Change \$
Requisition Assessment Tax Rate	438,633	75.1%	329,545
	2,459,966,431	11.9%	293,843,091
	0.018	56.4%	0.010





Category 1-6100 **R-1** 

#### **Management of Development**

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

Land & Improvements

Tax Rate or Other Limitations:

None

LGA s. 800 (2) (f)

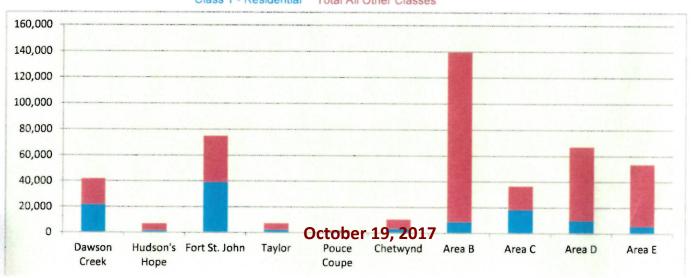
Adopted March 27, 2014	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge (Does Not Participate)	-		-		-	-
Dawson Creek	41,549	0.018	233,019,556	9.47%	(434)	41,116
Hudson's Hope	6,686	0.018	37,494,421	1.52%	2	6,688
Fort St. John	74,856	0.018	419,809,489	17.07%	177	75,033
Taylor	7,023	0.018	39,389,418	1.60%	-	7,023
Pouce Coupe	1,811	0.018	10,156,515	0.41%	9	1,820
Chetwynd	10,383	0.018	58,231,829	2.37%	39	10,422
Area B	139,453	0.018	782,088,350	31.79%	(707)	138,746
Area C	36,399	0.018	204,134,636	8.30%	710	37,109
Area D	66,926	0.018	375,338,212	15.26%	(904)	66,022
Area E See Area E Jurisdiction Split Below	53,547	0.018	300,304,005	12.21%	1,107	54,654
Total	438,633		2,459,966,431	100.00%	0	438,633
Area E - Jurisdiction 759	52,895		296,647,231	98.78%	1,094	53,988
Area E - Jurisdiction 760	652 53,547		3,656,773 300,304,004	1.22%	13 1,107	54,654

Municipal Requisition	142,102
Electoral Area Requisition	296,531
Total Requisition	438,633

Last Year	Last Year		Change \$
Requisition	385,652	13.7%	52,981
Assessment	2,266,632,551	8.5%	193,333,880
Tax Rate	0.017	4.8%	0.001

After Prior Year Adj





#### **Management of Development**

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

Land & Improvements

Tax Rate or Other Limitations: None

Adopted March 28, 2013	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge (Does Not Participate)	-					
Dawson Creek	35,178	0.017	206 752 022	0.400/	- (00.1)	
Hudson's Hope	5,896	0.017	206,752,933		(364)	34,813
Fort St. John	64,568		34,652,482		2	5,898
Taylor		0.017	379,492,953	16.74%	149	64,717
Pouce Coupe	6,614	0.017	38,875,367	1.72%	-	6,614
	1,486	0.017	8,732,906	0.39%	8	1,493
Chetwynd	9,779	0.017	57,476,462	2.54%	33	9,812
Area B	124,840	0.017	733,733,797	32.37%	(594)	124,245
Area C	31,003	0.017	182,219,851	8.04%	597	
Area D	59,166	0.017	347,745,519	15.34%		31,600
Area E See Area E Jurisdiction Split Below	47,121	0.017	276,950,281	12.22%	(759) 930	58,407 48,051
Total	385,652		2,266,632,551	100.00%	0	385,652
Area E - Jurisdiction 759	46,524		273,442,091	98.73%	918	47.440
Area E - Jurisdiction 760	597		3,508,188	1.27%	12	47,443 609
	47,121		276,950,279	100%	930	48,051

Municipal Requisition	100 0 10
	123,348
Electoral Area Requisition	262,304
Total Requisition	385,652

<u>Last Year</u>		Change %	Change \$
Requisition	550,854	-30.0%	(165,202)
Assessment	2,085,216,094	8.7%	181,416,457
Tax Rate	0.026	-35.6%	(0.009



# Budget Working Paper EXHIBIT 3

R-1

Management of Development

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

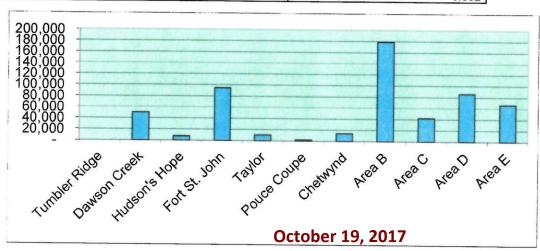
Land & Improvements

Tax Rate or Other Limitations: None

Adopted 22 March 2012	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	-		-		-	_
Dawson Creek	49,928	0.026	188,997,532	9.06%	42	49,970
Hudson's Hope	7,671	0.026	29,037,101	1.39%	(2)	7,669
Fort St. John	94,771	0.026	358,747,017	17.20%	249	95,019
Taylor	10,037	0.026	37,995,662	1.82%		10,037
Pouce Coupe	1,991	0.026	7,537,724	0.36%	4	1,996
Chetwynd	13,885	0.026	52,560,405	2.52%	62	13,947
Area B	178,869	0.026	677,094,641	32.47%	(1,561)	177,307
Area C	41,576	0.026	157,382,956	7.55%	108	41,684
Area D	85,891	0.026	325,132,989	15.59%	779	86,670
Area E See Area E Jurisdiction Split Below	66,236	0.026	250,730,067	12.02%	318	66,554
Total	550,854		2,085,216,094	100.00%	0	550,854
Area E - Jurisdiction 759	65,337		247,326,746	98.64%	314	65,651
Area E - Jurisdiction 760	899 66,236		3,403,322 250,730,068	1.36% 100%	318	903 66,554

Municipal Requisition	178,638
Electoral Area Requisition	372,215
Total Requisition	550,854

	ritter i noi real riuj		
Last Ye	ar	Change %	Change \$
Requisition	463,717	18.8%	87.137
Assessment	1,928,681,648	8.1%	156,534,446
Tax Rate	0.024	9.9%	0.002



#### Management of Development

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments -

Land & Improvements

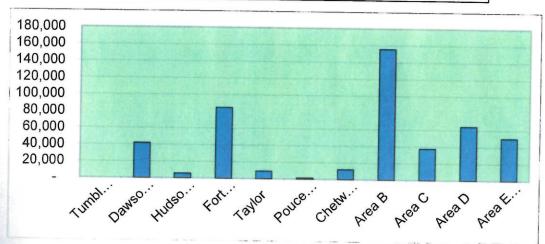
Tax Rate or Other Limitations:

None

Adopted March 24, 2011	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	-		-		_	
Dawson Creek	41,907	0.02	174,300,404	9.04%	206	42,113
Hudson's Hope	5,897	0.02	24,525,871	1.27%	24	5,921
Fort St. John	84,567	0.02	351,726,898	18.24%	(202)	84,365
Taylor	9,228	0.02	38,381,430	1.99%	(202)	9,228
Pouce Coupe	1,657	0.02	6,890,742	0.36%	10	1,667
Chetwynd	11,982	0.02	49,836,399	2.58%	25	12,007
Area B	155,787	0.02	647,943,708	33.60%	257	156,044
Area C	37,861	0.02	157,469,069	8.16%	101	37,961
Area D	64,417	0.02	267,922,722	13.89%	201	64,618
Area E (see jurisdiction split below)	50,415	0.02	209,684,405	10.87%	(621)	49,794
Total	463,717		1,928,681,648	100.00%	(0)	463,717
Area E - Jurisdiction 759	49,607		206,322,121	98.40%	(611)	48,995
Area E - Jurisdiction 760	808		3,362,283	1.60%	(10)	798
	50,415		209,684,404	100%	(621)	49,794

Municipal Requisition	155,300
Electoral Area Requisition	308,417
Total Requisition	463,717

<u>Last Year</u>		Change %	Change \$
Requisition Assessment	504,306 1,754,309,631	-8.0% 9.9%	(40,589) 174,372,017
Tax Rate	0.03		



October 19, 2017

#### Management of Development

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

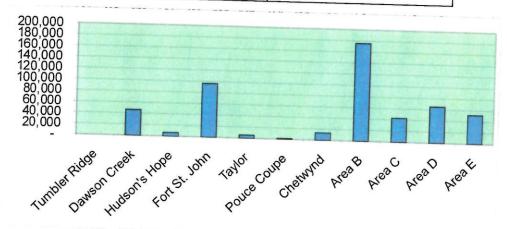
Municipalities: Converted General Municipal Assessments -Land & Improvements

Tax Rate or Other Limitations:

Adopted March 25, 2010	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge						, to quiotion
Dawson Creek	45,990	0.02	•		-	
Hudson's Hope	6,698	0.03	161,738,321	9.12%	(24)	45,966
Fort St. John	31	0.03	23,557,067	1.33%	223	6,922
Taylor	96,193	0.03	338,295,474	19.07%	83	96,276
Pouce Coupe	5,473		contract		-	5,473
Chetwynd	1,685	0.03	5,925,935	0.33%	11	1,696
√rea B	13,356	0.03	46,972,051	2.65%	12	13,368
	175,347	0.03	616,666,031	34.77%	(408)	
Area C	42,990	0.03	151,187,030	8.52%	37.354.037.2027	174,939
Area D	65,093	0.03	228,919,741	12.91%	(133)	42,857
Area E	51,481	0.03	181,047,981	10.21%	144 91	65,237
Tatal	504 306		1,001	10.2170	91	51,571
Total	504,306		1,754,309,631	98.91%	0	504,306
Municipal Population	5 473	aylor - Fire Servici	s Area Calv (50% of wh		Conserve Ave	307,300
Municipal Requisition Electoral Area Requisition	109,702				ALCO OFFICE	le i de et
Total Poquisition	334,605					

169,702
334,605
504,306

<u>Last Year</u>		Change %	Change \$
Requisition Assessment Tax Rate	562,740 1,642,085,172 0.03	-10.4% 6.8%	(58,434) 112,224,459



#### Management of Development

Category 1-6100

**Basis of Apportionment:** 

Electoral Areas: Converted Hospital Assessments - Land & Improvements

Municipalities: Converted General Municipal Assessments - Land & Improvements

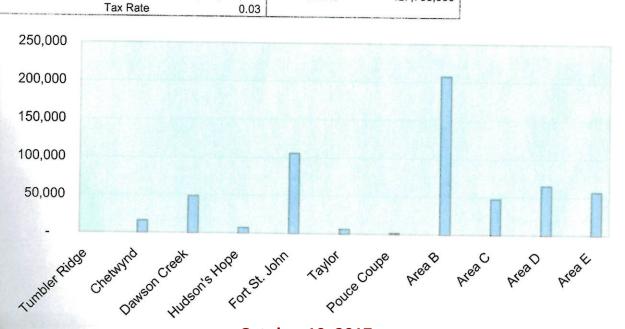
1,214,296,863

Tax Rate or Other Limitations:

None

LGA s. 800 (2) (f)

Adopted March 26, 2009	Requisition Amount	Tax Rate Per 1000	Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted Requisition
Tumbler Ridge	_		-		<u>.</u>	
Chetwynd	16,090	0.03	47,485,620	2.86%		16,090
Dawson Creek	48,593	0.03	143,414,654	8.64%	(464)	48,129
Hudson's Hope	7,430	0.03	21,928,512	1.32%	(23)	7,407
Fort St. John	105,866	0.03	312,447,933	18.81%	(20)	105,866
Taylor	6,354	C	contract	10.0170	_	6,354
Pouce Coupe	1,726	0.03	5,092,736	0.31%	1	1,727
Area B	207,625	0.03	612,771,155	36.90%	473	208,098
Area C	47,155	0.03	139,170,064	8.38%	(227)	46,928
Area D	64,920	0.03	191,599,578	11.54%	706	65,626
Area E	56,983	0.03	168,174,920	10.13%	(466)	56,516
Halico	562,740	The series of the series of the series	THE PERSON NAMED OF THE PE	Martin a service of the con-		
Total	562,740		1,642,085,172	98.87%	(0)	562,740
Contract Total	6.354	Taylor - Fire Service	on Aren Only (50% of wh	at would be		55 (55 (55 <b>4</b> 0) 5 (55
Municipal Requisition	186,058					
Electoral Area Requisition	376,682					
Total Requisition	562,740					
Last Year		Change %	Change \$			
Requisition	390,559	44.1%	172,181			
Assassment	1 214 206 962	25.00/				



35.2%

427,788,309

October 19, 2017

Assessment

#### **Management of Development**

Category

**Basis of Apportionment:** 

Assessment as fixed for taxation for Regional Hospital District taxation purposes in Electoral Areas

Assessment as fixed for taxation for general purposes in the municipalities

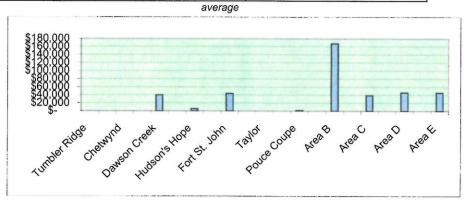
Tax Rate or Other Limitations:

None

	Requisition Amount	Tax Rate Per 1000		Figures for Apportionment	Percent	Prior Year Adjustment	Adjusted equisition
Tumbler Ridge	\$ -		-	12.454(01)2.01			\$ -
Chetwynd	\$ -		per	contract			\$ _
Dawson Creek	\$ 40,049	0.03	\$	140,411,912	10.25%		\$ 40,049
Hudson's Hope	\$ 5,825	0.03	\$	20,423,963	1.49%		\$ 5,825
Fort St. John	\$ 44,213		per	contract	11.32%		\$ 44,213
Taylor	\$ -		per	contract			\$ -
Pouce Coupe	\$ 1,380	0.03	\$	4,837,972	0.35%	\$ 42	\$ 1,422
Area B	\$ 167,625	0.03	\$	587,696,523	42.92%	1,183	\$ 168,808
Area C	\$ 38,838	0.03	\$	136,167,287	9.94%	(337)	\$ 38,501
Area D	\$ 46,510	0.03	\$	163,063,715	11.91%	(429)	\$ 46,081
Area E	\$ 46,119	0.03	\$	161,695,491	11.81%	(459)	\$ 45,660
Total	\$ 390,559		\$	1,214,296,863	100.00%	\$ 0	\$ 390,559

Contract Fotal	\$ 44.213
Municipal Requisition	\$ 91,509
Electoral Area Requisition	\$ 299,050
Total Requisition	\$ 390,559
	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF T

Last Yea	Change %	Change \$		
Requisition	\$ 407,501	-4.2%	\$ (16,942)	
Assessment	\$ 929,628,123	30.6%	\$ 284,668,740	
Tax Rate	\$ 0.04		75500 1.	



#### Management of Development

Category 1-6100

Basis of Apportionment:

Assessment as fixed for taxation for Regional Hospital District taxation purposes in Electoral Areas

Assessment as fixed for taxation for general purposes in the

municipalities

Tax Rate or Other Limitations:

None

	12 <b>31</b> 111	Requisition Amount	Tax Rate Per 1000		Figures for Apportionment	Percent
Tumbler Ridge	\$	-		_		
Chetwynd	\$	6,936		pe	r contract	
Dawson Creek	\$	28,108	per contract			
Hudson's Hope	\$	2,805		pe	r contract	
Fort St. John	\$	44,213		pe	r contract	
Taylor	\$	3,340	per contract		contract	
Pouce Coupe	\$	1,383	0.03	\$	3,992,612	
Area B	\$	185,765	0.03	\$.	536,145,163	
Area C	\$	37,328	0.03	\$	107,734,251	
Area D	\$	46,448	0.03	\$	134,055,185	
Area E	\$-	51,176	0.03	\$	147,700,912	
Total	\$	407,501		\$	929,628,123	0.00%
Contract Total	\$	85,402				
Municipal Requisition Electoral Area Requisition Total Requisition	\$	86,785 320,716 407,501				

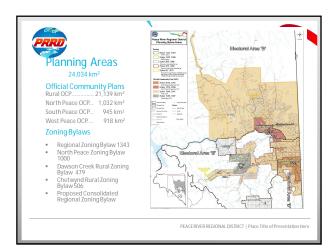
Last Y	<u>Year</u>	Change %	Change \$
Requisition	\$ 336,710	21.0%	\$ 70,791
Assessment	\$ 832,231,336	11,7%	\$ 97,396,787
Tax Rate	\$ 0.04	·	

October 19, 2017

Kim Frech, Chief Financial Officer

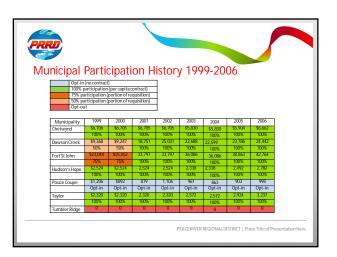


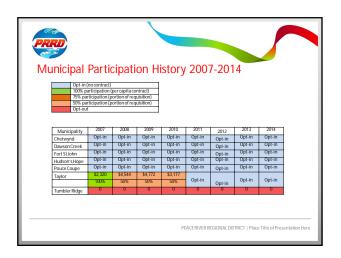




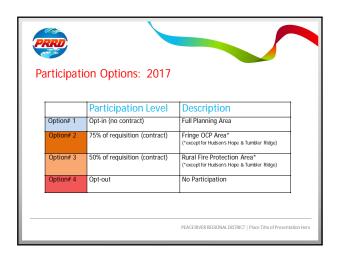


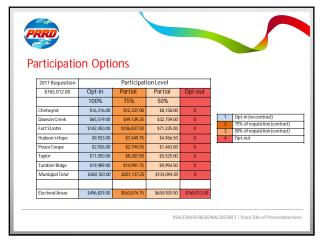


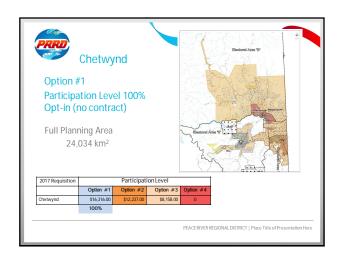


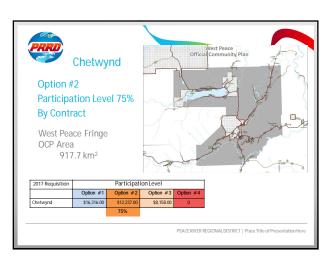


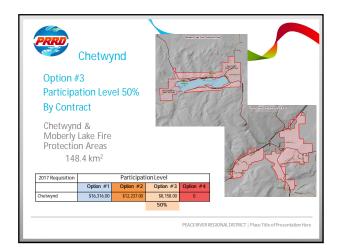


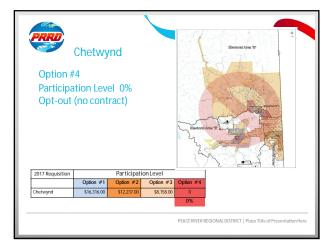








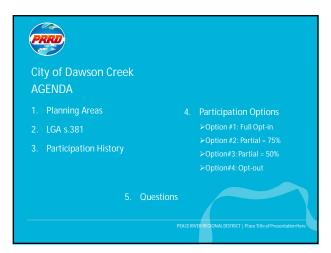


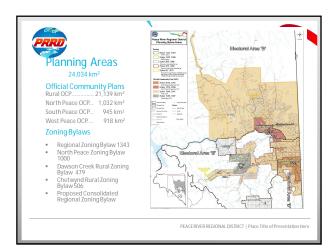






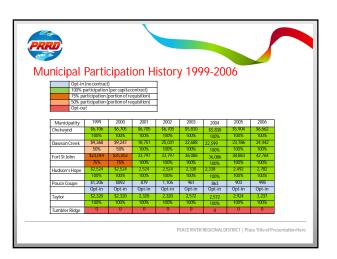








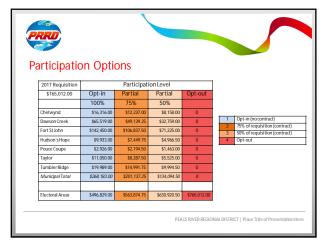


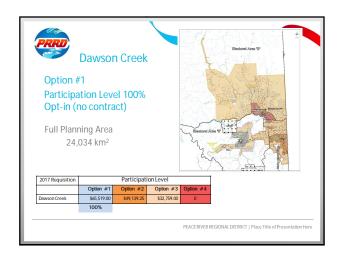


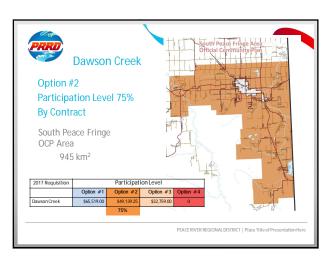


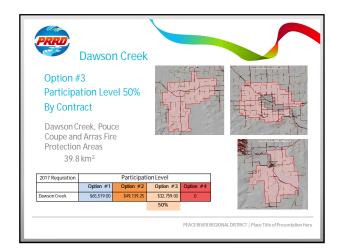


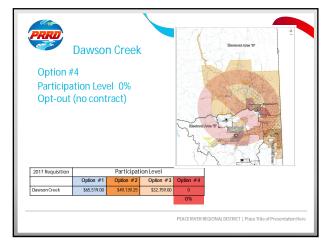








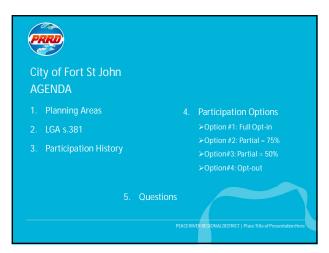


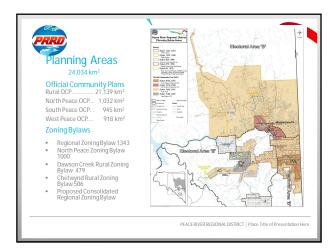






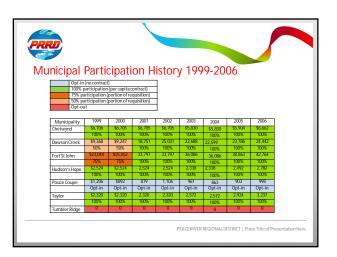


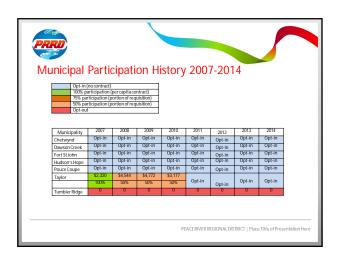






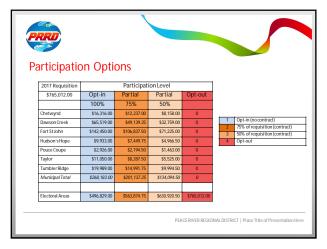


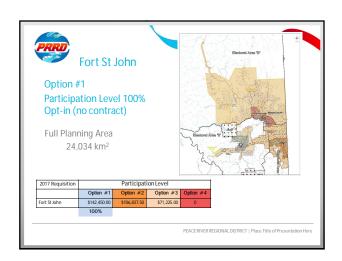


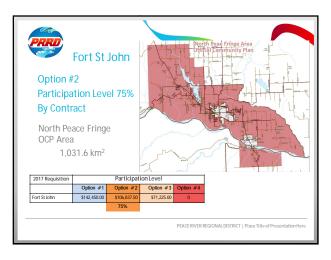


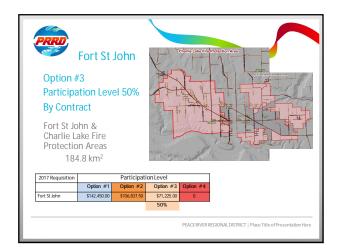


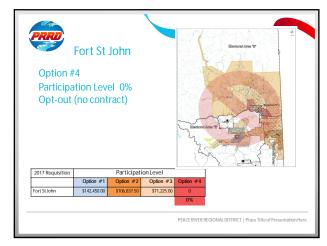








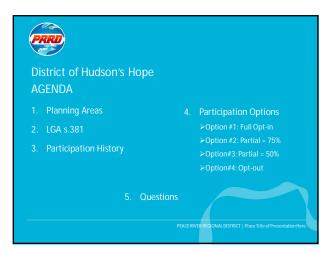


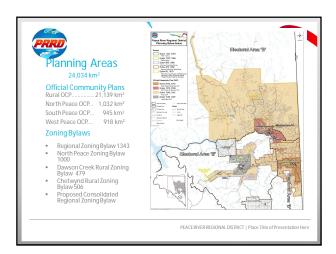






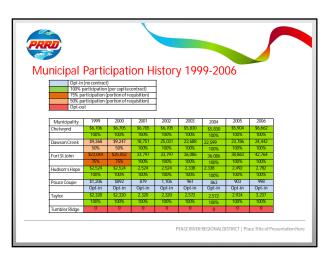


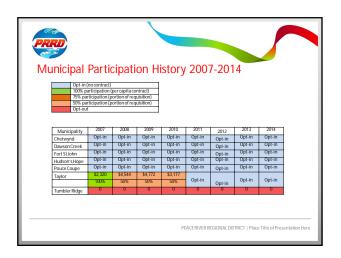






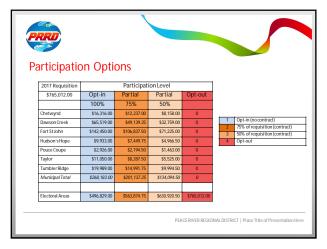


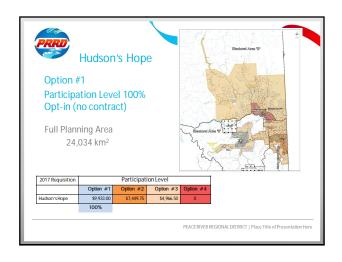


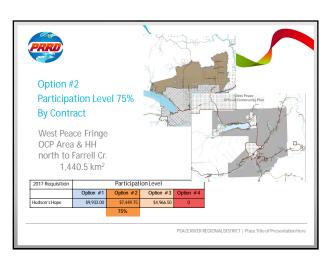


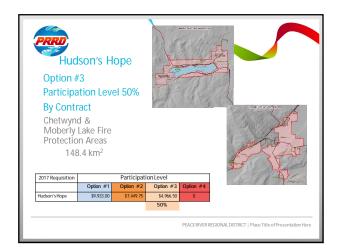


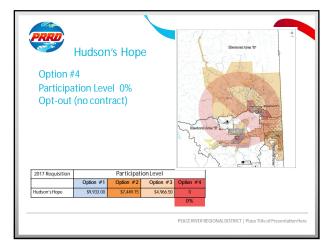










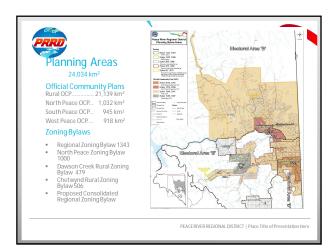






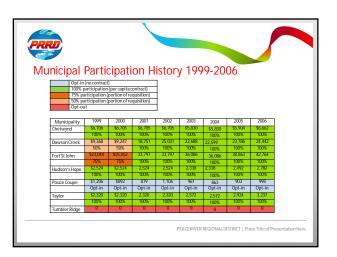


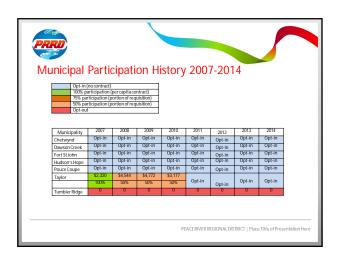






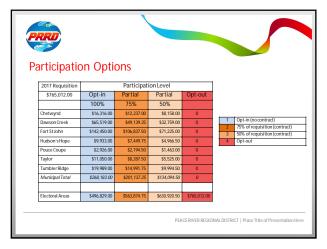


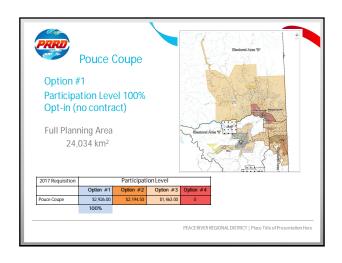


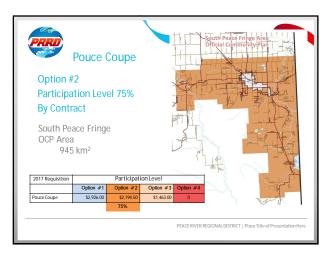


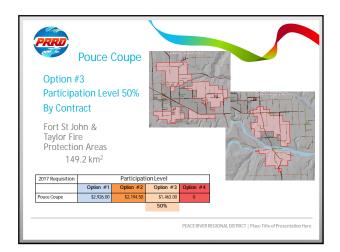


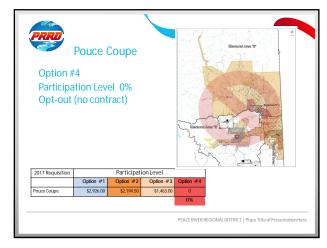








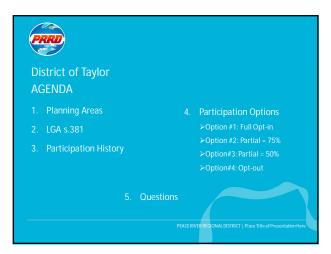








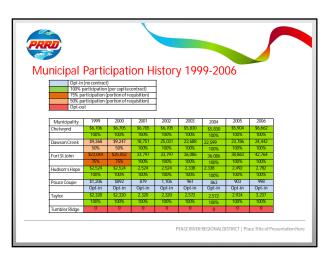








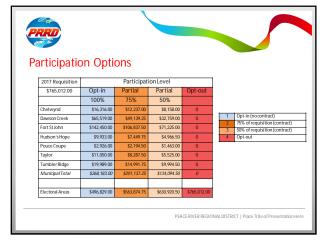


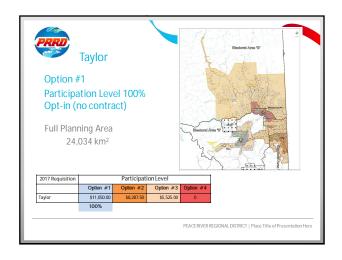


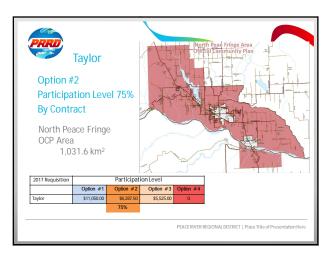


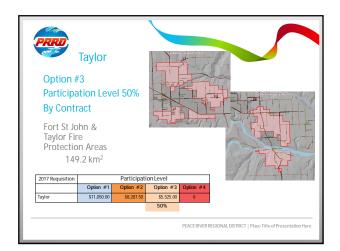


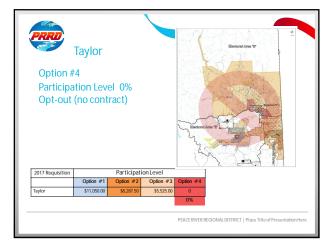










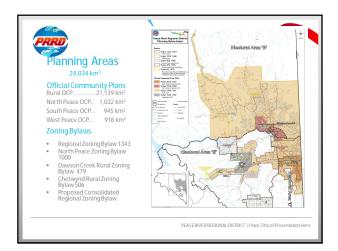






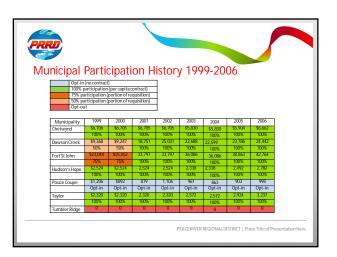


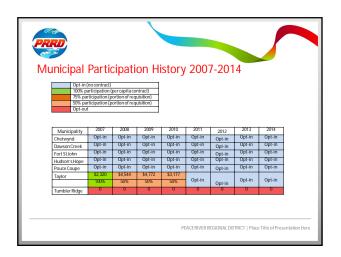






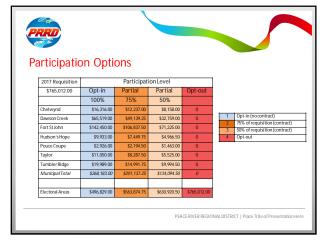


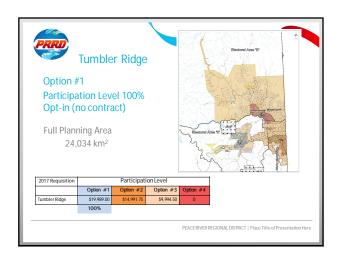


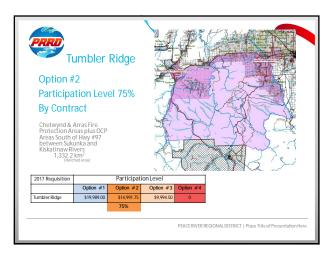


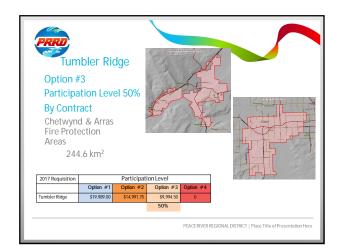


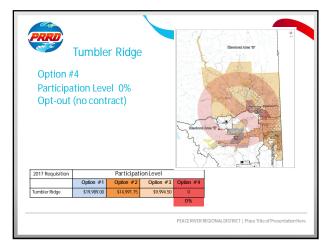


















# Peace River Regional District REPORT

**R-2** 

To: Electoral Area Directors' Committee Date: October 12, 2017

From: Trish Morgan, General Manager of Community Services

**Subject: North Peace Fall Fair Agreement Updates** 

#### **RECOMMENDATION(S):**

That the Electoral Area Directors' Committee recommend to the Board that staff be directed to work with the North Peace Fall Fair Society and Director Goodings to update their agreement to include a designated camping area and add additional clauses to the rental agreement that they utilize to rent the facility to support their operational requirements.

#### **BACKGROUND/RATIONALE:**

The Peace River Regional District owns the North Peace Fall Fair Grounds. In 2014 the Regional District signed a five year Use and Occupancy Agreement with the North Peace Fall Fair Society so that they may use and manage the facilities – including rental of the facilities to outside groups. It has come to the attention of Director Goodings that the rental agreement that forms Schedule 'B' to the use and occupancy agreement requires some additions. The Society has created their own rental agreement that incorporates a number of items in the original, however, they have also included a number of other items – all that for operational purposes make sense to be included such as:

- Abiding by fire bans
- Smoking in designated areas
- Use of tables and benches, etc.

Also in order for alcohol to be consumed on-site by those camping, a camping area should be designated in the agreement otherwise the Society and the Regional District may be in contravention of the Liquor Control and Licensing Regulation.

Further in order for the Society or one of its renters to obtain a special event permit to hold a function where alcohol will be served (not consumed in a camping area), they are supposed to obtain permission from the Regional District per the *Liquor Control and Licensing Act* as follows:

115 A special event permit must not be issued for a special event that is to be held on lands or premises owned or operated by a local government or first nation or by the provincial or federal government unless the applicable government or first nation gives its written permission for the event.

As such staff will investigate what options can be incorporated into the agreement to ensure that this requirement is met in the least bureaucratic way possible.

#### **OPTIONS:**

1) That direction be provided to staff.

October 19, 2017

Staff Initials: Dept. Head: Mogan CAO: Mile Page 1 of 2

#### **STRATEGIC PLAN RELEVANCE:**

Ш	Ensure that the Solid Waste Management Plan is operating on a fiscally defensible basis.
	Ensure effective execution of Public Safety and Emergency Services initiatives.
	Foster Collaboration on services with municipalities and electoral areas.
	Establish a strategy for coordinated advocacy on identified issues.
	Manage parks and trails in the region.
	Support the agricultural industry within the regional district.
$\boxtimes$	Not Applicable to Strategic Plan.

FINANCIAL CONSIDERATION(S): none

**COMMUNICATIONS CONSIDERATION(S): none** 

#### OTHER CONSIDERATION(S):

The Use and Occupancy Agreement may only be changed with final consent of the Board.

Attachments:

See attached agreement and rental agreements

THIS AGREEMENT dated for reference the /Sh day of \_\_\_\_\_\_\_, 2014.

#### BETWEEN:

PEACE RIVER REGIONAL DISTRICT Box 810, 1981 Alaska Avenue, Dawson Creek, BC V1G 4H8

(the "Regional District")

#### AND:

NORTH PEACE FALL FAIR SOCIETY a society incorporated under the *Society Act* under incorporation no. S-0014739 RR #1, Site 16, Comp. 56 Fort St. John, BC V1J 4M6

(the "Society")

WHEREAS the Regional District is the registered owner in fee simple of those lands and premises located in the Peace River Assessment District in the Province of British Columbia and more particularly known and described as:

Lot 1, Section 6, Township 86, Range 18, West of the 6<sup>th</sup> Meridian, Peace River District, Plan 31310

(the "Lands")

as shown outlined with a black border on the Plan attached hereto as Schedule 'A';

AND WHEREAS the Society is a non-profit society which wishes to use the Lands for community recreational purposes;

AND WHEREAS the Regional District wishes to grant a license of the Lands to the Society on the terms and conditions contained in this Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto covenant and agree each with the other as follows:

#### **GRANT OF LICENSE**

 The Regional District, on the terms set forth herein, hereby grants to the Society a license (the "License") to enter on the Lands for the purposes set out herein.

#### **PURPOSE**

- 2. The Society shall use the Lands only for recreational and social events for the benefit of the Community.
- 3. Notwithstanding the generality of the foregoing section, the Society shall not use the Lands contrary to any purpose for which it was incorporated.

#### LICENSE FEE

 The Society shall pay to the Regional District a fee of One (\$1.00) Dollar for each year that this License is in effect (the "License Fee").

#### DURATION

5. This License and the rights granted by it shall commence on the 1<sup>st</sup> day of June, 2014 and shall continue for five (5) years from that date (the "Term"), unless terminated earlier in accordance with the terms of this License.

#### **RENEWALS**

6. If the Society is not in default under this License, the Society has the option to renew the License for one further five (5) year term, which option may be exercised by the Society giving notice to the Regional District, in the manner provided herein, at least six (6) months prior to the expiration of the License, of its intention to renew the License.

#### **IMPROVEMENTS**

 All buildings, structures and improvements located on or constructed on the Lands are the property of the Regional District, whether placed on the Lands before or after the commencement of this License.

#### DEVELOPMENT

8. The Society shall obtain the prior written consent of the Regional District before commencing any land clearing, paving, construction, alteration or other development on the Lands and all such work shall be done in accordance with structural drawings and development plans approved by the Regional District.

#### **MAINTENANCE**

9. The Society shall repair and maintain the Lands in a safe, clean and sanitary condition befitting buildings and lands used by the public and shall make safe, clean and sanitary any portion of the Lands or any improvement that the Regional District may direct by notice in writing to the Society.

#### **EXPENSES**

The Society shall be responsible for the payment of all costs and expenses associated with the Lands, including, without limiting the generality of the foregoing, all government taxes, levies, charges and assessments, permit and license fees, repair and maintenance costs, salaries and wages of employees, administration and service fees, and telephone, electrical, gas, water, sewage disposal and other utility charges, payments for work and materials and discharge of builder's liens.

#### INDEMNITY

- 11. The Society hereby releases, saves harmless and indemnifies the Regional District, its officers, employees, agents, contractors and others, from and against all losses, damages, costs, expenses, liabilities, suits, claims, fees and other harm, including the actual fees of solicitors and other professional advisors, arising out of
  - a) any breach, violation or non-performance of any covenant, condition or agreement in this License, or
  - any personal injury, death, or property loss or damage occurring on the Lands or happening by virtue of the Society's occupation of the Lands,

and the Regional District may add the amount of such losses, damages, costs, expenses, liabilities, suits, claims, fees and other harm to the License Fee and the amount so added shall be payable to the Regional District immediately.

#### PROPERTY INSURANCE

- 12. Each year of the Term of this License, the Society shall pay to the Regional District, upon receipt of invoice, the cost of the annual insurance premiums for insuring the improvements on the Lands and their contents against damage or loss by fire or other perils to the full replacement value of the improvements.
- 13. The Regional District shall not be responsible for insuring any equipment, goods or chattels stored on the Lands by any person using the Lands pursuant to a Facility Rental Agreement (as hereinafter defined) and the Regional District shall not be responsible for any loss or damage to such goods.
- 14. The Society shall give to the Regional District immediate notice by telephone in case of fire, accident or other damage to the Lands, and that notice shall be confirmed in writing within seven (7) days of the loss.

#### LIABILITY INSURANCE

15. The Society shall obtain and keep in force during the Term insurance naming the Regional District as an additional insured and protecting the Regional District and

the Society (without any rights of cross-claim or subrogation against the Regional District) against claims by any person, including members of the Society and participants and any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Society's use of the Lands to an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence (the "Insurance Policy").

- 16. The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Regional District.
- 17. At the time of execution of this License, and then every year thereafter during the Term of this Agreement, the Society shall deliver to the Regional District proof that the Society has obtained the Insurance Policy on the terms set out herein.
- 18. At any time during the Term of this License the Regional District may require the Society to provide evidence to it that the Insurance Policy is valid and in full effect.

#### **COMPLIANCE WITH LAWS**

19. The Society shall observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority in any way affecting the Lands and improvements situated thereon, or their use and occupation.

#### NUISANCE

20. The Society shall not commit or suffer any wilful or voluntary waste, spoil or destruction on the Lands or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land.

#### **RIGHT OF ENTRY**

21. The Regional District or its authorized representative may enter upon the Lands or any improvement on the Lands at any time to examine its condition.

#### **RETURN OF LANDS**

- 22. Upon the expiration or earlier termination of this License, the Society shall
  - a) quit peaceably and deliver possession of the Lands to the Regional District, and
  - b) leave the Lands in a safe, clean and sanitary condition satisfactory to the Regional District,

and the agreements in this section shall survive the expiration or termination of this License.

#### **ASSIGNMENT**

- 23. The Society shall not assign its interest in this License or any rights hereunder.
- 24. Notwithstanding section 23 of this License, the Society may, without the consent of the Regional District, enter into facility rental agreements substantially in the form attached hereto as Schedule 'B' (the "Facility Rental Agreement"), so long as the term of each Facility Rental Agreement is less than 15 days of each calendar month.

#### **TERMINATION**

- 25. In the event that
  - a) the Society should default in the payment of the License Fee or other sum payable under this License and the default continues for 30 days after the giving of written notice by the Regional District to the Society; or
  - b) the Society fails to perform or observe any of the covenants, agreements, conditions or provisos contained in this License, other than the payment of money, and the failure continues for 60 days after the giving of written notice by the Regional District to the Society;
  - c) the Society ceases to be a non-profit society in good standing in the records of the Registrar of Companies.

the Regional District may cancel this License and all rights granted under it.

26. The Society shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this License.

#### NOTICE

- 27. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
  - a) a director of the Society or the Corporate Officer of the Regional District has been served personally, on the date of service; or
  - b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide.

#### WAIVER

28. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

#### REMEDIES NOT EXCLUSIVE

29. No remedy conferred upon or reserved to the Regional District is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity or by statute.

#### **ENUREMENT**

30. The terms and provisions of this License shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

#### TIME OF ESSENCE

31. Time is of the essence in this Agreement.

#### NO JOINT VENTURESHIP

Nothing in this Agreement shall constitute the Society, the agent, joint venturer or partner of the Regional District or give the Society any authority or power to bind the Regional District in any way.

#### NO OTHER WARRANTIES

33. There are no other agreements, warranties or representations of the Regional District, its servants or agents, affecting the Land or the development of it, whether verbal or written, except as specifically set out in this Agreement.

#### NO INTEREST IN LAND

34. The Society acknowledges that the License herein granted does not constitute an interest in the Lands and is merely a personal right.

#### INTERPRETATION

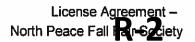
35. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

#### **SEVERABILITY**

36. In any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

#### **POWERS PRESERVED**

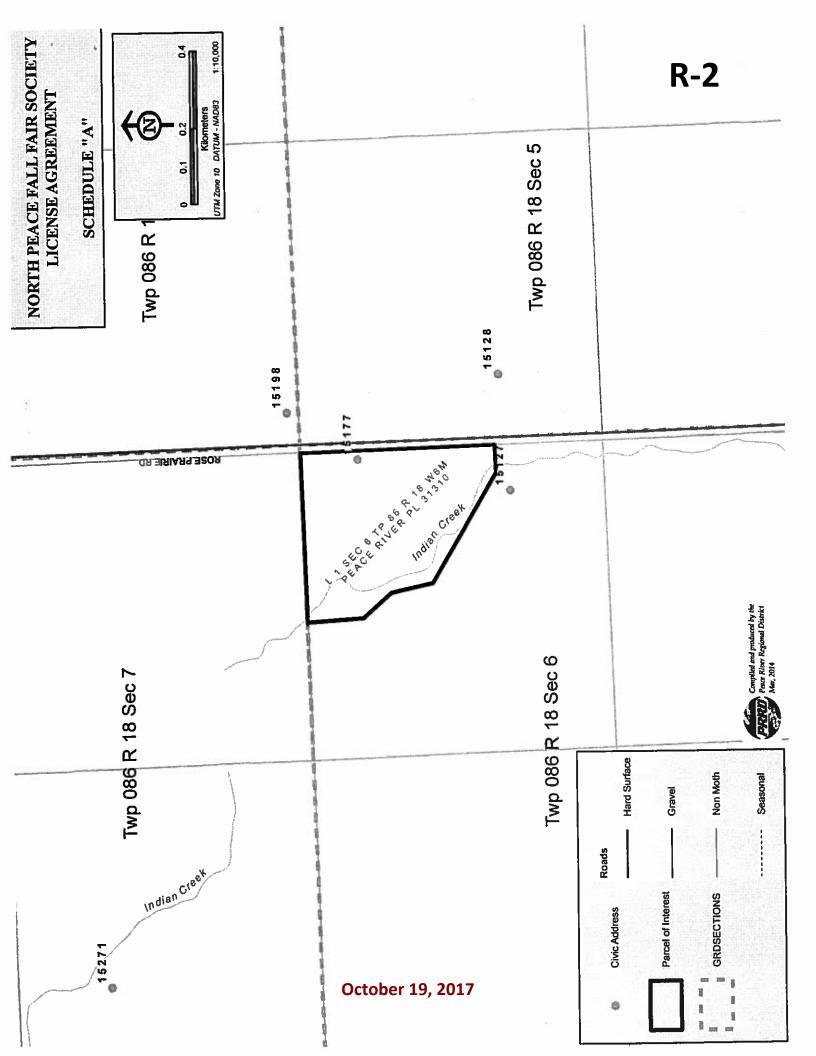
37. Nothing in the Agreement affects the right of the Regional District to exercise its powers within its jurisdiction.



IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

WHITE
C/S
Authorized Signatory  Authorized Signatory  Authorized Signatory

V15-4016



#### NORTH PEACE FALL FAIR FACILITY RENTAL AGREEMENT Rules Governing the Use of Facilities

- 1. The Applicant must sign and date this Facility Use Agreement before deemed to have been granted permission to use the facilities.
- 2. The Applicant agrees to use the Lands only for the purpose listed and for no purposes other than public recreation. No firearms, paintball guns or archery equipment allowed.
- 3. The Applicant agrees that the <u>North Peace Fall Fair Society</u> (the "Society") may terminate this agreement if the Applicant fails to comply with this Agreement or any of the Rules Governing Use of Facilities.
- 4. The Applicant will provide evidence of liability insurance in the amount of Two Million Dollars (\$2,000,000) naming the Peace River Regional District (the "District") and <u>Society</u> as additional insureds.
- 5. The Applicant will not permit liquor on the premises, unless prior approval has been granted by the Society and a valid liquor license is in effect, and a copy of the liquor license has been presented to the District.
- 6. The Applicant is responsible for pick-up of litter and debris during and after the event and shall leave the Lands and surrounding areas in a clean, tidy and undamaged condition.
- 7. The Applicant (including friends or spectators using the facilities) is expected to act in a considerate and sportsmanlike manner. Abusive language or inconsiderate behavior which is found to be objectionable may result in the cancellation of your facility use.
- 8. The District or the Society reserve the right to cancel or alter facility usage should conditions arise that necessitate scheduling changes.
- 9. The District or the Society reserve the right to deny any rental application.
- 10. It is the responsibility of the Licensee to ensure the facilities are in good condition and free from hazards (glass, obstructions, etc.) If a hazard does exist please notify the Peace River Regional District at 250-784-3200.

#### Waiver and Indemnity Clause

The Applicant accepts and will use the premises at its own risk and agrees that the District and the Society has made no warranties or representations respecting the suitability or condition of the premises. The Applicant further agrees that it will indemnify and save harmless the District and the Society, and their officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expense, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this agreement and use of the facility.

Applicant Signature	Date

#### SCHEDULE 'B'

**R-2** 

#### **FACILITY USE AGREEMENT**

LOCATION: North Peace Fall Fair (the "Lands")

Paragonatativo Norma
Representative Name:
Phone:
Postal Code:
FORMATION
No. of Participants:
Event End Time:
ATTACHED [ ] Yes
Date of Damage Deposit
LICENSES
[ ]Yes
licable
Yes [ ] Not Applicable
of Licensed First Aid Attendants On Site [ ]
Security Plan ATTACHED [ ] Yes [ ] Not Applicable
EES
Total
fee deposit
x days =
days =
x days = TAL FEES OWED:

All costs for damages and repairs will be deducted from the damage deposit. The following fees will be deducted from the damage deposit if not cleaned by the renter at the end of use:

- Washroom Cleaning Charge \$200 flat feeKitchen Cleaning Charge \$500 flat fee
- Fairgrounds Cleaning Charge \$300 flat fee

## **Proposed**FACILITY USE AGREEMENT

**R-2** 

Location: North Peace Fall Fair (the "Lands")

#### **APPLICANT INFORMATION**

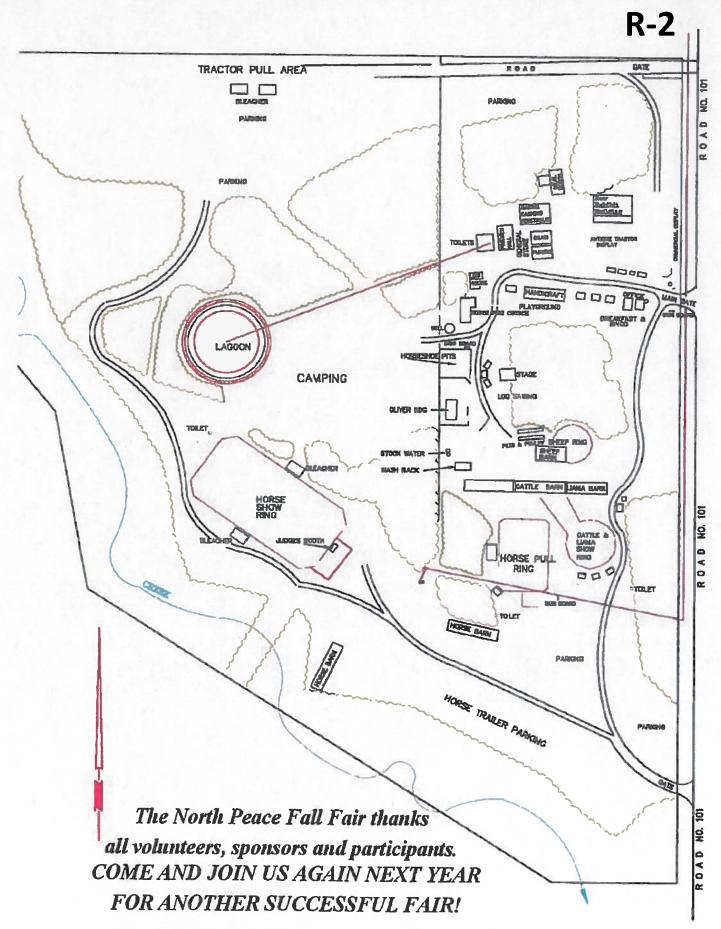
Organization:	Representative Name:		
Email: Phone:			
Mailing Address:			
	Postal Code:		
FACI	LITY USE INFORMATION		
Event Name (if applicable)	No. of Participants:		
Date Requesting Use:			
•	Event End Time:		
Provide a brief description of event: _			
X			
Use map provided to outline the area	s you wish to use.		
Minimum \$2,000,000 Liability Insuran	ice: ATTACHED [ ] Yes		
Party Alcohol Liability Insurance: [ ]	Yes [ ] Not Applicable		
Special Occasion or Beer Garden Lique	or License: [ ] Yes		
# of individuals with Serving It Right:	# of Licensed First Aid Attendants On Site:		
Emergency Plan: ATTACHED [ ] Yes			
Security Plan: ATTACHED [ ] Yes	[ ] Not Applicable		

#### NORTH PEACE FALL FAIR FACILITY/GROUNDS RENTAL AGREEMENT

- The Applicant must sign and date this Facility/Grounds Use Agreement before deemed to have been granted permission to use same.
- 2. The Applicant agrees to use the Lands only for the purpose listed and for no purpose other than public recreation. No firearms, paintball guns or archery equipment allowed. The Facilities/Grounds shall be used in a manner compatible with public health, welfare and safety and the applicant shall not allow the Facilities/Grounds to be used for any violence, crime or disorderly conduct.
- The Applicant agrees that the North Peace Fall Fair Society (the "Society") may terminate this
  agreement if the Applicant fails to comply with this Agreement or any of the Rules Governing
  Use of Facilities/Grounds.
- The Applicant will provide evidence of liability insurance in the amount of Two Million Dollars (\$2,000,000) naming the Peace River Regional District (the" District") and Society as additional insureds.
- The Applicant will not permit liquor on the premises unless a valid liquor license is in effect and a copy of the liquor license has been presented to the <u>Society</u>.
- The Applicant is responsible for pick-up of litter and debris during and after the event and shall leave the Lands and surrounding areas in a clean, tidy and undamaged condition (including pet litter).
- 7. The Applicant (including friends or spectators using the Facilities/Grounds) is expected to act in a considerate and sportsmanlike manner. Abusive language or inconsiderate behaviour which is found to be objectionable may result in the cancellation of this agreement.
- The District or Society reserve the right to cancel or alter Facility/Grounds usage should conditions arise that necessitate scheduling changes.
- 9. The Society reserves the right to deny any rental application.
- 10. No potable water available. No paper supplied.
- 11. If there is a Provincial or Regional Fire Ban there will be no fires allowed anywhere on the grounds. Otherwise fires are <u>ONLY</u> permitted at designated fire pits.
- 12. Smoking only in designated smoking areas.
- 13. The North Peace Fall Fair Society Executive shall be permitted to drop in on any function to ensure that the rules are being followed and members could be on site during the function to do repairs to the Facilities/Grounds but will not interfere with scheduled activities.
- 14. Any buildings locked or boarded up must stay that way or else be charged with break and enter.
- 15. Freezers, fridges and hydro available upon request (fees possible).
- 16. Tables and benches found inside the buildings must be put back inside when finished with them.
- 17. If the grounds are rented to two different parties on the same weekend, the first party must be out the following day by 10:00AM.

#### **RENTAL FEES**

	Fee	Total	
[ ] Damage Deposit [ ] Fairgrounds Use Fee [ ] Kitchen Use Fee [ ] Washroom Use Fee [ ] Adeline Kelly Hall  All costs for damages and repairs of following fees will be deducted if the second	will be deducted f	days= days= days= days= Total=  from the damage deposit. T	he
[ ] Washroom cleaning charge [ ] Kitchen cleaning charge [ ] Fairgrounds cleaning charge [ ] Adeline Kelly hall [ ] Fires built outside of fire pit at [ ] Damage to tables, benches, et [ ] Damage to property/lands/bu [ ] Garbage removal	\$ 30 \$ 50 \$ 30 \$ 20 rea \$ 50 c. repl	00 flat fee 00 flat fee 00 flat fee 00 flat fee 00 + damages lacement costs lacement costs	meludi
CHECKLIST MUST	BE COMPLET	ED BEFORE/AFTER	
The Applicant accepts and will use District and the Society has made a suitability or condition of the premindemnify and save harmless the Eservants, agents, heirs, successors whatsoever, including all damages fees, incurred in respect of any sucthereon arising directly or indirectly agreement and use of the facility/g	the premises at it no warranties or raises. The Applica district and the So and assigns from a liabilities, expension or any a from or in connection.	ts own risk and agrees that the comment of the comm	nloyees, ns other
Applicant Signature	_	Date	



Updated:	Auaust	າາ	2017

ELECTORAL AREA DIRECTORS' COMMITTER	ELECTORAL	AREA	DIRECTORS'	COMMITTE	ΞΕ
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	ITEMS

ItemStatusNotesDiarized1. North Pine TV TowerOn-goingAugust 17, 2107