



REGULAR MEETING OF COUNCIL AGENDA

Monday, October 24, 2022 at 7:00 pm.

Council Chambers

325 Wallace Street, Hope, British Columbia

IMPORTANT: FOR ATTENDEES – MASKS ARE OPTIONAL

For those in attendance at District of Hope Open Council Meetings and Public Hearings, please be advised that the Hope Ratepayers Association is recording these meetings and hearings. The District, in no way, has custody or control of the recordings.

Therefore, all persons who do not want their presentation or themselves recorded, please approach the Clerk to declare same and the District will relay this to the Association so that you can freely speak.

1. CALL TO ORDER

2. APPROVAL OF AGENDA

Recommended Resolution:

THAT the October 24, 2022 Regular Council Meeting Agenda be adopted as presented.

3. ADOPTION OF MINUTES

(a) Regular Council Meeting

(1)

Recommended Resolution:

THAT the Minutes of the Regular Council Meeting held October 11, 2022 be adopted as presented.

(b) Public Hearing Record

(6)

Recommended Resolution:

THAT the Record of the Public Hearing held October 11, 2022 be received.

4. DELEGATIONS

There are no Delegations

5. STAFF REPORTS

(a) Report dated October 17, 2022 from the Chief & Deputy Chief Election Officers Re: 2022 Election Results

(8)

Recommended Resolution:

THAT the report dated October 17, 2022 from the Chief Election Officer and Deputy Chief Election Officer regarding the 2022 Election results be received for information.

**(b) Report dated October 20, 2022 from the Director of Finance
Re: Colour Printer**

(13)

Recommended Resolution:

THAT Council approve the purchase of an all in one colour laser printer for the Human Resource office with cost not to exceed \$1,500;

AND FURTHER THAT the funds be secured with the *COVID-19 Safe Restart for Local Government Grant*.

6. COMMITTEE REPORTS

There are no Committee reports.

7. MAYOR AND COUNCIL REPORTS

8. PERMITS AND BYLAWS

(a) 2023-2024 Permissive Tax Exemption Amendment Bylaw No. 1538, 2022

(15)

Recommended Resolution:

THAT *District of Hope 2023-2024 Permissive Tax Exemption Amendment Bylaw No. 1538, 2022* be adopted time this 24th day of October, 2022.

9. FOR INFORMATION CORRESPONDENCE

(a) For Information Correspondence

(16)

Recommended Resolution:

THAT the For Information Correspondence List dated October 24, 2022 be received.

10. OTHER PERTINENT BUSINESS

(a) In Camera Declassification Item – Station House

(19)

Recommended Resolution:

THAT Council declassify the October 19, 2022 Special In Camera resolution:

THAT Council has reviewed the draft Station House Relocation and Purchase Agreement regarding the sale and future operation of the Station House, to and by, the Tashme Historical Society; and

THAT Council authorize the Chief Administrative Officer to finalize and execute the Station House Relocation and Purchase Agreement between the District of Hope and the Tashme Historical Society regarding the transfer of ownership of the Station House and operations on District land located at 919 Water Avenue.

11. QUESTION PERIOD

Call for questions from the public for items relevant to the agenda.

12. NOTICE OF NEXT REGULAR MEETING

Monday, November 14, 2022 at 7:00 pm.

13. ADJOURN

MINUTES OF THE REGULAR COUNCIL MEETING

Tuesday, October 11, 2022
Council Chambers, District of Hope Municipal Office
325 Wallace Street, Hope, British Columbia

Council Members Present: Mayor Peter Robb
Councillor Scott Medlock
Councillor Victor Smith
Councillor Craig Traun
Councillor Heather Stewin
Councillor Dusty Smith

Staff Present: Donna Bellingham, Director of Corporate Services
Jas Gill, Director of Community Development
Kevin Dicken, Director of Operations
Branden Morgan, Deputy Corporate Officer/EA

Others in attendance: 6 members of the public

1. CALL TO ORDER

Mayor Robb called the meeting to order at 7:00 p.m. and opened by acknowledging that the meeting is being held on the unceded and traditional lands of the Stó:lō people, Chawathil, Peters, Yale, and Union Bar First Nations.

2. APPROVAL OF AGENDA

Moved / Seconded

THAT the October 11, 2022 Regular Council Meeting Agenda be adopted as presented.
CARRIED.

3. ADOPTION OF MINUTES

(a) Regular Council Meeting

Moved / Seconded

THAT the Minutes of the Regular Council Meeting held September 26, 2022 be adopted as presented.
CARRIED.

(b) Public Hearing Record

Moved / Seconded

THAT the Record of the Public Hearing held September 26, 2022 be received.
CARRIED.

The Mayor noted that before the delegation he would like to make a special presentation to John Duff of the District of Hope Ratepayers Association. In recognition of his consistent attendance to filming the District of Hope Council Meetings and posting them on the Ratepayers Association facebook page, Mayor Robb presented Mr. Duff with a wood carving and thanked him for this time and dedication.

4. DELEGATIONS

(a) Stormwater Master Plan

Mr. Dave Underwood of TRUE Consulting was in attendance to present the District of Hope Stormwater Master Plan (SWMP). In his presentation, Mr. Underwood spoke about the following points:

Establishing capacity and shortcomings of the existing storm sewer system infrastructure.

- The District of Hope's Integrated Official Community Plan (IOCP) and objectives, as they are related to the upkeep of the Storm Water Management Plan.
- Model calibration using the November 2021 atmospheric river to confirm the function of the system.
- Climate change and its effects on future forecasting and modeling.

At the conclusion of the presentation, Mr. Underwood made the following recommendations:

- Continuous upkeep and improvement of asset database and SWMP model – create a living document.
- Update IOCP Flood Hazard Maps.
- Develop a Watercourse Bylaw.
- Update the Design Criteria Manual to include climate change and other best practices.
- Increase maintenance of assets.
- Update the Development Cost Charge Bylaw to include stormwater planning.

Moved / Seconded

THAT the District of Hope Stormwater Master Plan, as prepared by TRUE Consulting and dated July 2022, be received. **CARRIED.**

5. STAFF REPORTS

(a) Report dated October 5, 2022 from the Director of Community Development Re: Retail Sale of Cannabis Licence – Unit C – 821 Sixth Avenue

Moved / Seconded

BE IT RESOLVED THAT Council of the District of Hope recommends a licence to be issued to the applicant for a cannabis store Unit C – 821 Sixth Avenue;

FURTHER THAT Council comments on the prescribed considerations of the potential impact on the community if the application is approved;

FURTHER THAT Council, at the Regular Meeting of September 26, 2022, authorized staff to gather views of residents/businesses in a 50 metre radius from the subject property which was fulfilled by mail and hand delivery of public notice, advertisement in one issue of the local newspaper, and by signage posted on the subject property; and

FURTHER THAT Council held a Public Hearing on October 11, 2022 to gather the views of the residents/businesses of which are contained in the Record of Public Hearing.

CARRIED.

6. COMMITTEE REPORTS

There were no Committee reports.

7. MAYOR AND COUNCIL REPORTS

Mayor Robb Reported:

- He stated that this will be his last Council meeting, as he will be on medical leave for two weeks and will be unable to attend the meeting on October 24th.
- He congratulated the organizers of the Rambo First Blood 40th Anniversary event on a fantastic weekend. He also thanked the sponsors, volunteers, out of town visitors, and international guests.
- He thanked those members of the community that gave him the privilege of serving as their Mayor for the last four years, Council for their dedication and vision to protect and move the community forward, and staff for the professional way they operate every day.
- He wished a successful election for the current Council members who are seeking re-election, stressing that it is important to have continuity.

Councillor Traun Reported:

- He had nothing to report.

Councillor Stewin Reported:

- She celebrated Orange Shirt Day on the 30th of September.
- She attended the Purple Lights kickoff on October 1st, noting that it went very well, with beautiful songs from the choir and great speakers. The whole month is dedicated to Purple Lights, and Wear Purple Day is October 12th.
- She attended a fundraiser at the Legion for the Hope Ratepayers. She noted that they received \$500.00 towards a charity of their choice.
- She attended the all-candidates meeting.
- She thanked Mayor Robb for his leadership, stating that it was wonderful to work with him.

Councillor V. Smith Reported:

- He attended the Golden Agers Pancake Breakfast.
- He attended the Purple Lights unveiling in the park, thanking Operation for the lights and banners to help make the event successful.
- He thanked Mayor Robb for their conversations and insight he brought to the town, wishing him all the best.

Councillor Medlock Reported:

- He attended the Rambo 40th Anniversary event, taking part in as many things as he could. He noted that it was nice to see how many people came from far away and locally to help celebrate the event.
- He expressed his appreciation for Mayor Robb's time on Council, noting that it was no small feat and he did a great job.

Councillor D. Smith Reported:

- He took part in early voting, and encouraged the public to get out there this Saturday, October 15th, and cast their votes.
- He took part in the Rambo 40th Anniversary event, noting that Brian McKinney and his team did a great job.
- He noted that this Council term has seen some adversity, but he believes Mayor Robb met it with nothing but respect to staff and his fellow Councillors, and thanked him for everything he did.

8. PERMITS AND BYLAWS

(a) District of Hope Official Community Plan Amendment Bylaw No. 1530, 2022

Re: 1275 7th Avenue

Moved / Seconded

THAT *District of Hope Official Community Plan Amendment Bylaw No. 1530, 2022*, to amend the Table of Concordance to add Comprehensive Development (CD-10) as a Compatible Zoning category under the Urban/Suburban Residential Land Use Designation, be adopted time this 11th day of October, 2022. **CARRIED.**

(b) District of Hope Zoning Amendment Bylaw No. 1531, 2022

Re: 1275 7th Avenue

Moved / Seconded

THAT *District of Hope Zoning Amendment Bylaw No. 1531, 2022*, to rezone the southwestern 0.79 hectare (1.95 acre) portion of the property at 1275 7th Avenue from Institutional (P-2) to a Comprehensive Development (CD-10) zone, be adopted this 11th day of October, 2022. **CARRIED.**

(c) District of Hope Zoning Amendment Bylaw No. 1536, 2022

Re: Storage of Vehicles in Residential Areas Bylaw Amendment

Moved / Seconded

THAT *District of Hope Zoning Amendment Bylaw No. 1536, 2022*, to provide provisions on the number of vehicles stored in residential areas, be adopted this 11th day of October, 2022. **CARRIED.**

(d) District of Hope Zoning Amendment Bylaw No. 1537, 2022

Re: 477 Hudson Bay Street

Moved / Seconded

THAT *District of Hope Zoning Amendment Bylaw No. 1537, 2022*, to rezone the property locally known as 477 Hudson Bay Street from Single Family Residential (RS-1) to Institutional (P-2), be adopted this 11th day of October, 2022. **CARRIED.**

(e) District of Hope Water Utility Amalgamation Project Loan Authorization Bylaw No. 1477, 2022

Moved / Seconded

THAT *District of Hope Water Utility Amalgamation Project Loan Authorization Bylaw No. 1477, 2020* be adopted this 11th day of October, 2022. **CARRIED.**

11. FOR INFORMATION CORRESPONDENCE

(a) For Information Correspondence

Moved / Seconded

THAT the For Information Correspondence List dated October 11, 2022 be received.

CARRIED.

(b) Accounts Payable Cheque Listing

Moved / Seconded

THAT the Accounts Payable Cheque Listing for the period of September 1-30, 2022 be received.

CARRIED.

12. OTHER PERTINENT BUSINESS

There was no other pertinent business.

13. QUESTION PERIOD

There were no questions raised.

14. NOTICE OF NEXT REGULAR MEETING

Monday, October 24, 2022 at 7:00pm.

15. ADJOURN

Moved / Seconded

THAT the Regular Council Meeting adjourn at 7:30pm.

CARRIED.

Certified a true and correct copy of the Minutes of the Regular Meeting of Council held October 11, 2022 in Council Chambers, District of Hope, British Columbia.

Mayor

Director of Corporate Services

THE DISTRICT OF HOPE RECORD OF A PUBLIC HEARING

Tuesday, October 11, 2022
Council Chambers, District of Hope Municipal Office
325 Wallace Street, Hope, British Columbia

Council Members Present: Mayor Peter Robb
Councillor Scott Medlock
Councillor Dusty Smith
Councillor Victor Smith
Councillor Heather Stewin
Councillor Craig Traun

Staff Present: Donna Bellingham, Director of Corporate Services
Jas Gill, Director of Community Development
Branden Morgan, Deputy Corporate Officer/EA

Others Present: 6 members of the public

Mayor Robb called the Public Hearing to order at 6:30 p.m.

The Mayor stated that the purpose of the Public Hearing is to hear input on a proposed Non-Medical Cannabis Retail Store Licence for Unit C – 821 Sixth Avenue, Hope BC.

The Director of Community Development gave an overview of the application, stating that all proximity setbacks have been met and are compliant. He noted that one written submission had been received, and that the applicant is in attendance for questions.

Mayor Robb read the Chairperson's Statement outlining the proceedings and conduct for the Public Hearing.

Mayor Robb invited comments from the applicant. The applicant, Tyler Kerr of Hudson Bay Street, informed Council that he had spoken to quite a few people in the community and had received a lot of support. The only concern that he had received was regarding loitering outside of the business, to which he noted that part of their provincial licence requires them to control patron's actions in the store and on the property. To address this concern, he stated, there will be two cameras on the exterior of the business, and a proactive approach will be taken to address loitering.

Mayor Robb called for any late submissions. The Director of Corporate Services advised that no late submissions had been received.

The Mayor read the one submission received, from N. Turner, expressing concern regarding increased evening activity in the locality, noise, and the number of cannabis stores currently servicing Hope. Ms. Turner also stated that adding a similar style of business in close proximity to the Kingpin Lounge, which sells liquor, would be a detriment of local residents.

The Mayor called for any questions or comments from Council. Council inquired as to whether the business would be selling liquor; the Director of Community Development replied that the business would only be selling cannabis products. Council asked the applicant what their hours of operation would be; Mr. Kerr noted that they would be open initially from 10 a.m. to 10 p.m. on weekends. The applicant also added that the majority of traffic to their establishment would be picking up their items and leaving immediately. Council inquired as to the rules regarding smoking or consumption of cannabis on the patio at the nearby Kingpin Lounge and the Director of Community Development stated that this would depend on the policies of that establishment and smoking regulations that are in place.

Mayor Robb called for any comments from Council, the applicant, and those in attendance; hearing none, the Mayor declared the Public Hearing closed at 6:41 p.m.

Certified Correct:

Donna Bellingham, Corporate Officer

DRAFT

REPORT/RECOMMENDATION TO COUNCIL

DATE: October 17, 2022 **FILE:** 4200-20/2022

SUBMITTED BY: Kelly Ridley, Chief Election Officer and
Branden Morgan, Deputy Chief Election Officer

MEETING DATE: October 24, 2022

SUBJECT: 2022 Election Results

PURPOSE:

In accordance with sections 145 and 146 of the *Local Government Act*, the Chief Election Officer must provide a report regarding the results of the election, ballot account and any pertinent information concerning judicial recount applications.

RECOMMENDATION:

THAT the report dated October 17, 2022 from the Chief Election Officer and Deputy Chief Election Officer regarding the 2022 Election results be received for information.

DISCUSSION:

District of Hope 2022 Municipal Election Summary

Nominations for the positions of Mayor and Councillor were received until 4:00 pm September 9, 2022. Election staff received 2 nomination packages for the position of Mayor and 13 nomination packages for the position of Councillor. School Trustee packages were received by the Fraser Valley Regional District.

Three voting opportunities were held this year in the District of Hope for the 2022 municipal elections. Each day the voting places were open from 8:00 am to 8:00 pm as required.

Required Advance Voting Opportunity 1 was held on October 5, 2022 as required under Section 107(1) of the *Local Government Act* at the Hope Royal Canadian Legion. This location worked well for an Advance opportunity. It is a central location, handicapped accessible and many people know where it is located, but it would not be large enough to hold the General Voting Day voter traffic. We had 217 people vote at the first advance.

The second Advance Voting Opportunity was held on Saturday, October 8, 2022 at Hope Secondary School. Voter turnout was low for this day and it could be because it was a long weekend and it was also Rambo Days. We had 162 people vote on this day.

General Voting Day was held on Saturday, October 15, 2022 at Hope Secondary School again. We had 1189 people vote on this day. The lines were steady for most of the day. There were 7 tables open to register voters and give out ballots and 9 voting booths set up to minimize wait times. The school is a good location for voting as it is handicapped accessible and the gym area is larger with a good in and out flow.

This year we had one election official working per table. They were able to register the voter and give them their ballot at the same time. In the past elections two election officials worked at one table where one would register the voter and one would give them the ballots. I believe that the new practice is more efficient and we can double the number of tables without doubling the number of staff. I believe this also helped us keep wait times down. The election officials that were hired this year worked effectively and as many were long-time residents they knew many of the voters.

To remind people to vote, Staff put up signage in the municipal hall windows in several locations to advise people that voting would take place at the high school on October 15, 2022. We also hung up signs on the Legion building advising of the school voting location in case people showed up to vote there.

On General Voting Day Election Officials held special voting opportunities at Fraser Canyon Hospital/Fraser Lodge, Park Street Manor, and Riverside Manor for the residents and patients there. Thirty-three ballots were issued with one being spoiled for a total of 32 valid ballots from these four locations.

Many communities have eliminated their special voting opportunities and are encouraging the care homes to apply for mail ballots for the residents. It allows for the voter to have more time in which to fill in their ballots and eliminates the need to set up inside the buildings when COVID is still happening. This may be something that could be considered by Council prior to the next election so the bylaw can be amended.

In addition to the above noted election opportunities, the District received 29 requests for mail in ballots. Of these ballots, three were invalid (not filled in correctly) and three were not returned making 23 certified ballots being put through the machine for counting. The special voting ballots and mail ballots were put through the same machine for a total ballot count of 55.

The electronic voting machines that are presently owned by the District will no longer be serviced by the company as they consider them to be obsolete now. Many municipalities are renting machines rather than purchasing them now as the technology changes so quickly. Using electronic voting machines for municipal elections saves time and stops a spoiled ballot from being submitted as it will reject the spoiled ballot and allow for the person to fill in a new ballot that can be counted. Wait times at the end of voting is much less as the machines provides a tally of the vote immediately after the ender card in inserted.

2022 Election Results

Candidates for the office of Mayor:

VICTOR A SMITH		1103	Elected
WILFRIED VICKTOR	495		

Candidates for the offices of Councillor:

DAVE FERNIE	345		
JOHN MASON	485		
SCOTT MEDLOCK		1022	Elected
PAULINE NEWBIGGING		1113	Elected
CRYSTAL SEDORE		629	Elected
BOB SHORE	246		
ANGELA SKOGLUND		691	Elected
HEATHER STEWIN		823	Elected
HONDO STROYAN	499		
SUE TURGEON	270		
ARLENE WEBSTER	382		
ZACHARY WELLS		618	Elected
JANET WORT	346		

No applications for a judicial recount were submitted.

2022 Voter turnout statistics

Estimated Eligible Voters	5,523
Total Ballots cast	1,623
Percentage of Voter turnout	29.38%

2018 voter turnout statistics:

Total Eligible Voters (as of June 20, 2018 Elections BC – Voter Services)	5859
Total number of registered voters	1996
Percentage of Voter turnout	34 %

2014 voter turnout statistics:

Total Eligible Voters	4,804
Total number of registered voters	1,876
Percentage of Voter turnout	39 %

Compared to 2011:

Total Eligible Voters	4,809
Total number of registered voters	1,624
Percentage of Voter turnout	33.7%

Prepared by:

Approved for submission to Council:

Original Signed By Kelly Ridley

Kelly Ridley
Chief Election Officer

Original Signed By John Fortoloczky

John Fortoloczky
Chief Administrative Officer

Original Signed By Branden Morgan

Branden Morgan
Deputy Chief Election Officer

DISTRICT OF HOPE
DETERMINATION OF ELECTION RESULTS
GENERAL LOCAL ELECTION – 2022

MAYOR	ADVANCE 1 OCT 5, 2022 LEGION	ADVANCE 2 OCT 8, 2022 HSS	GENERAL VOTING DAY OCT 15, 2022 HSS	MAIL BALLOT AND SPECIAL VOTING OCT 15, 2022	TOTAL
Smith, Victor A.	164	120	780	39	1103
Vicktor, Wilfried	52	40	390	13	495
TOTAL NUMBER OF VALID VOTES CAST	216	160	1170	52	1598

COUNCILLOR	ADVANCE 1 OCT 5, 2022 LEGION	ADVANCE 2 OCT 8, 2022 HSS	GENERAL VOTING DAY OCT 15, 2022 HSS	MAIL BALLOT AND SPECIAL VOTING OCT 15, 2022	TOTAL
Fernie, Dave	22	33	283	7	345
Mason, John	83	52	337	13	485
Medlock, Scott	155	114	718	35	1022
Newbigging, Pauline	168	119	802	24	1113
Sedore, Crystal	78	67	469	15	629
Shore, Bob	17	23	198	8	246
Skoglund, Angela	89	67	517	18	691
Stewin, Heather	135	85	573	30	823
Stroyan, Hondo	61	60	369	9	499
Turgeon, Sue	39	22	201	8	270
Webster, Arlene	33	35	302	12	382
Wells, Zachary	98	66	440	14	618
Wort, Janet	38	36	268	4	346
TOTAL NUMBER OF VALID VOTES CAST	1016	779	5477	197	7469

This determination of official election results was made by the Chief Election Officer on Tuesday, October 18, 2022 at 10:00 am and is based on ballot accounts as amended or prepared by the Chief Election Officer.

Original Signed By Kelly Ridley _____

Kelly Ridley
Chief Election Officer

REPORT/RECOMMENDATION TO COUNCIL

REPORT DATE: October 17, 2022

FILE: 1070-01

SUBMITTED BY: Mike Olson, CPA, CA, Director of Finance

MEETING DATE: October 24, 2022

SUBJECT: Colour printer

PURPOSE:

To provide a recommendation regarding the purchase of a colour laser printer for use by the Human Resource office

RECOMMENDATION:

THAT Council approve the purchase of an all in one colour laser printer for the Human Resource office with cost not to exceed \$1,500;

AND FURTHER THAT the funds be secured with the *COVID-19 Safe Restart for Local Government Grant*.

ANALYSIS:

The Human Resource office prints sensitive information and correspondence on a regular basis and requires a colour printer and scanner within the office as this information is printed on colour letterhead templates. This new printer will ensure that privacy is maintained.

If approved, the printer within the office will be repurposed for another department so that it can be used elsewhere. The current printer does not have a colour capability which is why the upgrade has been requested.

The purchase will be offset by the COVID-19 Safe Restart for Local Government Grant, and as a result, there will be no budgetary impact for the District as these funds will offset the purchase. With no impact to the budget, the purchase of equipment based off of the total quote is recommended.

Prepared by:

Approved for submission to Council:

Original Signed by Mike Olson

Mike Olson, CPA, CA
Director of Finance

Original Signed by John Fortoloczky

John Fortoloczky
Chief Administrative Officer



BYLAW NO. 1538

A bylaw to amend District of Hope 2020-2024 Permissive Tax Exemption Bylaw 1462

WHEREAS the Council of the District of Hope has determined to amend “District of Hope 2020-2024 Permissive Tax Exemption Bylaw No. 1462, 2019”;

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

CITATION

1. This bylaw may be cited for all purposes as ***“District of Hope 2023 – 2024 Permissive Tax Exemption Amendment Bylaw No. 1538, 2022”***.

ENACTMENT

1. That section 2 be amended to add (r):

Roll No. 2040-64995 Lot 2, Plan KAP71312, YDYD, PID#025-423-797, 755 Old Hope Princeton Way, owned by Mamele’awt Qweesome Housing Society of British Columbia Inc. for the purpose of providing affordable housing, 25% exempt all property classes;

Read a first, second and third time this 26th day of September, 2022.

Advertised the 7th day of October, 2022 and the 14th day of October, 2022.

Adopted this xxth day of October, 2022.

Mayor

Director of Corporate Services

1. Information Bulletin dated October 5, 2022 from the Ministry of Health re: Incentives bringing physicians to family practices.
2. News Release dated October 5, 2022 from the Ministry of Social Development and Poverty Reduction re: TogetherBC annual report highlights actions to reduce poverty.
3. News Release dated October 6, 2022 from the Ministry of Transportation and Infrastructure re: Permanent repairs to Highway 1 underway soon.
4. News Release dated October 7, 2022 from the Ministry of Attorney General and Responsible for Housing re: New 60-bed shelter opens in Kelowna.
5. News Release dated October 12, 2022 from the Ministry of Public Safety and Solicitor General and the BC Coroners Service re: Rapid increase in deaths among people experiencing homelessness in B.C. in 2021.
6. Information Bulletin dated October 12, 2022 from the Ministry of Public Safety and Solicitor General re: Applications open for community safety grants.
7. Information Bulletin dated October 13, 2022 from the Ministry of Public Safety and Solicitor General and Emergency Management BC re: People encouraged to prepare for potential flooding.
8. News Release dated October 17, 2022 from the Ministry of Public Safety and Solicitor General and Emergency Management BC re: B.C. ShakeOut Week kicks off with new earthquake response strategy.
9. Letter dated August 2, 2022 from CN re: CN in Your Community 2022 Report.
10. Letter dated September 6, 2022 from the Aboriginal Housing Management Association re: AHMA's Provincial Urban, Rural, and Northern Indigenous Housing Strategy.



www.cn.ca

Corporate Services
Sean Finn
Executive Vice-President Corporate Services
and Chief Legal Officer

935 de La Gauchetière Street West
Montreal, Quebec H3B 2M9
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Services corporatifs
Vice-président exécutif Services corporatifs
et chef de la direction des Affaires juridiques

935, rue de La Gauchetière Ouest
Montréal (Québec) H3B 2M9
Canada
Téléphone : 514-399-7091
Télécopieur : 514-399-4854

August 2, 2022

Mr. J.E. (John) Fortoloczky
Chief Administrative Officer
District of Hope
325 Wallace Street
Hope, BC VOX 1L0

RECEIVED
SEP 21 2022
DISTRICT OF HOPE

Dear Mr. Fortoloczky:

I hope this letter finds you and your family safe and healthy.

I am pleased to enclose a copy of the *CN in Your Community 2022* report. This annual report is one of the most important publications issued by CN and is sent to our stakeholders, community leaders and elected officials across North America.

In this report you will find information describing our ongoing investments in the safety and strength of communities all along our tri-coastal network. It describes our various national, regional and local initiatives and partnerships, and how we have, and can collaborate with you.

As a proud neighbour, CN is committed to closely engaging with the communities where we operate. Should you have any questions or concerns, please do not hesitate to contact me or the CN Public Affairs manager for your region. Our contact information is on page 5 of the report.

We look forward to collaborating and building stronger communities with you throughout the year.

Sincerely,

Sean Finn

Encl.: CN in Your Community 2022: Proud to Be Your Neighbour



Suite 615, 100 Park Royal South
Skw̓w̓w̓7mesh Traditional Territory
West Vancouver, BC V7T 1A2
www.ahma-bc.org

T: 604 921 2462
TOLL-FREE: 1 888 921 2462
F: 604 921 2463

For Information Correspondence

RECEIVED

OCT 19 2022

DISTRICT OF HOPE



Aboriginal Housing Management Association
Celebrating 25 Years

September 6, 2022

Niit, hello!

The Aboriginal Housing Management Association is a grassroots organization made up of 41 members that are Indigenous Housing and Service providers. Our members represent over 8,000 Indigenous families living in urban, rural and northern regions of British Columbia. Created by Indigenous Peoples, AHMA is Canada's FIRST Indigenous Housing Authority.

We enclose AHMA's Provincial Urban, Rural, and Northern Indigenous Housing Strategy with this letter, which outlines our long-term vision to provide culturally safe, secure, and affordable housing to Indigenous Peoples in British Columbia. This historic strategy is a powerful step forward in claiming and protecting all Indigenous Peoples' social, economic, and Indigenous housing rights.

After a year of in-depth consultation with Indigenous organizations, community members, and housing & service providers, the strategy was developed. An Indigenous Advisory Council guided the process, providing expert advice and traditional Indigenous knowledge to ensure the strategy responds adequately to the unique needs of Indigenous Peoples.

We invite our members, partners, extended Indigenous communities, and municipalities to stand with us and endorse our strategy. AHMA's goal is for every Indigenous community to access and reclaim their inherent rights to housing. AHMA respects that each community is vibrantly unique, and each endorsement connects us by collectively acknowledging the importance of Indigenous community-led housing. Visit our website to find out more about endorsement – <http://www.ahma-bc.org/how-to-support>.

If you have any questions about AHMA's strategy, please don't hesitate to reach out. I look forward to connecting with you soon.

Toyuxsuut nuun, Thank you!

Margaret Pfoh
Chief Executive Officer, AHMA

STATION HOUSE RELOCATION AND PURCHASE AGREEMENT

THIS AGREEMENT is dated for reference October 18th, 2022

BETWEEN:

THE DISTRICT OF HOPE, a municipality under the *Local Government Act* (British Columbia) and having an address at 325 Wallace Street, PO Box 609 Hope, British Columbia, V0X 1L0

(the “**District**”)

AND:

TASHME HISTORICAL SOCIETY (INC. NO. S0067360), a society under the Societies Act (British Columbia) and having an address at 14781 Alpine Boulevard, Hope, British Columbia, V0X 1L5

(the “**Society**”)

WHEREAS:

- A. The District has acquired ownership of the Hope Station House, an historical train station constructed in or about 1916 as shown in Schedule A (the “**Station House**”);
- B. The Station House is currently located on lands owned by the BC TRANSPORTATION FINANCING AUTHORITY located on Old Hope Princeton Way and legally described as PID: 025-389-793 LOT A DISTRICT LOTS 15 AND 18 GROUP 1 YALE DIVISION YALE DISTRICT PLAN KAP70999 (the “**Current Location**”);
- C. The Society has been incorporated for the purpose of restoring the Station House in accordance with the Rehabilitation and Repurpose Project Plan Working Proposal dated November 15th, 2021, a reduced copy of which is attached as Schedule B (the “**Rehabilitation Plan**”);
- D. As part of the Rehabilitation Plan, the Station House will be relocated from the Current Location to lands owned by the District and located on Water Avenue in Hope, British Columbia and legally described as PID: 031-071-970, LOT A SECTION 9 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT PLAN EPP101045 (the “**Water Avenue Lands**”);
- E. In connection with the Rehabilitation Plan and the relocation of the Station House to the Water Avenue Lands, the District has agreed to sell, and the Society has agreed to purchase, subject to certain exceptions listed in this Agreement, the Station House on the terms and subject to the conditions provided in this Agreement.

THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

1. AGREEMENT

1.1 Definitions: For purposes of this Agreement:

- (a) **“Business Day”** means Monday to Friday inclusive of each week, excluding any day which is a statutory holiday in British Columbia;
- (b) **“Closing Date”** means the date that is 30 days after the Relocation of the Station House has been completed and the owner of the Current Location and the District has approved such Relocation in writing, or such other date as the parties may agree to in writing;
- (c) **“Condition Removal Date”** means the date that is 14 days after the Relocation of the Station House has been completed and the owner of the Current Location and the District has approved such Relocation in writing, or such other date as the parties may agree to in writing;
- (d) **“Contaminants”** mean any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos materials, urea formaldehyde, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance which is now or hereafter prohibited, controlled or subject to Environmental Laws;
- (e) **“Current Location”** has the meaning described in paragraph B of the preamble of this Agreement;
- (f) **“District Funds”** means \$450,000 to be provided to the Society by the District in accordance with this Agreement to cover some or all of the costs for the Relocation and the Rehabilitation, all inclusive;
- (g) **“District’s Solicitors”** means Lidstone & Company Law Corporation;
- (h) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the Current Location or the Station House, now or hereafter in force and relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, and includes the principles of common law and equity;
- (i) **“Lease”** means the lease and operating agreement between the District as lessor and the Society as lessee with respect to the Station House on the Water Avenue Lands with the basic terms set out in Schedule C;

- (j) “**Liability Insurance**” means commercial general third party liability insurance, including coverage for contractual liability, on an occurrence basis, against claims for personal or bodily injury, death or property damage;
- (k) “**Property Insurance**” means insurance against fire and other risks of physical loss or damage, including earthquake, flood, sewer backup, leakage from fire protection equipment, and insurance against all other hazards covered by “all risk” policies (being the perils from time to time included in an “all risk” insurance policy available in the Province of British Columbia to owners of similar properties);
- (l) “**Purchase Price**” means the amount specified in section 3.2 of this Agreement;
- (m) “**Reference Date**” means the reference date indicated on the first page of this Agreement;
- (n) “**Relocation**” has the meaning described in section 2.1(a) of this Agreement;
- (o) “**Rehabilitation**” means the rehabilitation of the Station House in accordance with the Rehabilitation Plan;
- (p) “**Rehabilitation Plan**” has the meaning described in paragraph C of the preamble of this Agreement;
- (q) “**Remediation**” has the meaning described in section 2.2 of this Agreement;
- (r) “**Remediation Funding**” has the meaning described in section 2.2 of this Agreement;
- (s) “**Society’s Solicitors**” means [law firm representing the Society];
- (t) “**Sales Taxes**” means goods and services tax or provincial sales taxes or similar and other such taxes payable in connection with the Transaction;
- (u) “**Station House**” has the meaning described in paragraph A of the preamble of this Agreement;
- (v) “**Transaction**” means the sale and purchase of the Station House as contemplated in this Agreement; and
- (w) “**Water Avenue Lands**” has the meaning described in paragraph D of the preamble of this Agreement;

1.2 **Schedules:** The following schedules are attached and form part of this Agreement:

- (a) Schedule A – The Station House
- (b) Schedule B – The Rehabilitation Plan

(c) Schedule C – Basic terms of the Lease

2. RELOCATION

2.1 **Relocation:** The parties acknowledge and agree, subject to section 5.1, that:

- (a) within six months of the Reference Date or another date mutually agreed by the parties, the Society shall, on behalf of the District, undertake the relocation of the Station House from the Current Location to the Water Avenue Lands (the “**Relocation**”);
- (b) the Relocation shall be undertaken in accordance with all applicable enactments, approvals and permits;
- (c) the Society shall procure all insurance as required for the Relocation, including the insurance detailed in part 5 of this Agreement;
- (d) the District shall reimburse the Society for all costs incurred by the Society for the Relocation to the Water Avenue Lands, provided that the Society shall provide the District with copies of all invoices, receipts and other reasonable documentation to support the costs, and for purposes of this section, the parties anticipate that Relocation costs shall be approximately \$*;
- (e) after completion of the Relocation of the Station House to the Water Avenue Lands, the Station House shall not be relocated to another location again without the written approval of the District.

2.2 **Remediation of Current Location:** Within 30 days of the removal of the Station House from the Current Location, the Society shall remediate any contamination of the Current Location or any adjacent or other affected property resulting from Contaminants, in either case brought onto, used at, created upon or released from the Current by the Station House or the Society or any of their employees or agents (the “**Remediation**”). The Society will perform these obligations promptly and in accordance with Environmental Laws and to the satisfaction of the District and the owner of the Current Location. The District shall pay for the expenses of the Remediation from funds set aside for this purpose (the “**Remediation Funding**”) and parties agree that the District may retain such amount of the Remediation Funding as the District considers necessary until such time as the Society has fully complied with its obligations under this section and in the event that the Society does not fulfill its obligations, then the District may, on 14 days’ notice to the Society, undertake such Remediation as is necessary to complete the Society’s obligations under this section and to apply such amount of the Remediation Funding as is necessary to cover the District’s costs of Remediation.

3. PURCHASE OF STATION HOUSE

3.1 **Station House:** On the Closing Date, the District agrees to sell, assign and transfer to the Society, and the Society shall purchase from the District the Station House.

- 3.2 **Purchase Price:** The purchase price for the Station House will be \$19.16 (the “**Purchase Price**”), exclusive of Sales Taxes.
- 3.3 **Payment of Purchase Price:** The Society shall pay the Purchase Price to the District on the Closing Date.
- 3.4 **Adjustments:** No adjustments will be made for the transfer of the Station House.
- 3.5 **Excluded Assets:** For certainty, the Station House shall not include any land, equipment or other assets located on the Current Location or the Water Avenue Lands.
- 3.6 **Time of Closing:** Subject to the terms and conditions of this Agreement, the purchase and sale of the Station House will be completed at 12:00 PM local time on the Closing Date, or at another time mutually agreed by the parties.
- 3.7 **Documents to be Delivered by the District:** On or before the Closing Date, the District shall deliver or cause to be delivered to the Society’s Solicitors, fully signed, on undertakings acceptable to the District’s Solicitors and the Society’s Solicitors both acting reasonably:
- (a) all deeds of conveyance, bills of sale, transfer and assignments, in form and content satisfactory to the Society’s Solicitors, appropriate to effectively vest a good and marketable title to the Station House in the Society to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;
 - (b) all consents or approvals obtained by the District for the purpose of validly assigning the Station House, where applicable;
 - (c) possession of the Station House;
 - (d) if applicable, duly executed releases of, or evidence to the reasonable satisfaction of the Society as to the discharge of any and all liabilities which the Society has not agreed to assume and which may be enforceable against any of the Station House being purchased under this Agreement;
 - (e) the Lease validly executed by the District; and
 - (f) such other documents as the Society’s Solicitors and the District’s Solicitors may determine to be reasonable in connection with the Transaction.
- 3.8 **Documents to be Delivered by the Society:** At the Closing Date, the Society will deliver or cause to be delivered to the Society’s Solicitors:
- (a) a certified cheque or banker’s draft payable to the District for an amount equal to the Purchase Price;
 - (b) the Lease validly executed by the Society; and

(c) such other documents as the Society's Solicitors and the District's Solicitors may determine to be reasonable in connection with the Transaction.

3.9 **Payment of Purchase Price:** Upon receiving all the documents contemplated in section 3.7, to the satisfaction of the Society's Solicitors, the Society hereby authorizes the Society's Solicitors to release the Purchase Price to the District. The Society's Solicitors are hereby instructed to deliver the payment by courier of a certified cheque or bank draft payable to the District's Solicitors in trust to the office of the District's Solicitors.

3.10 **Risk of Loss:** From the date of this Agreement to the Closing Date, the Station House will be at the risk of the District. If any of the Station House are lost, damaged or destroyed before the Closing Date, the Society may elect by notice in writing to the District to complete the Transaction to the extent possible without reduction of the Purchase Price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction will be payable to the Society and all right and claim of the District to any such amounts not paid by the Closing Date will be assigned to the Society.

3.11 **Execution of Lease:** On the Closing Date and concurrently with the transfer of the Station House to the Society, the parties will enter into the Lease and the Lease shall, subject to the terms and conditions of the Lease, permit the Society to maintain and use the Station House on the Water Avenue Lands for the term of the Lease and such permission to maintain and use the Station House on the Water Avenue Lands shall continue until such time as the Lease is terminated;

4. REHABILITATION OF THE STATION HOUSE

4.1 **Rehabilitation of the Station House:** Within 30 days after the transfer of the Station House to the Society under section 3.1, the Society shall undertake the restoration of the Station House in accordance with the Rehabilitation Plan and in accordance with the following milestones:

- | | | |
|-----|--|-----------------------|
| (a) | Commencement of Rehabilitation -
Date | 30 days after Closing |
| (b) | * - | * |
| (c) | * - | * |
| (d) | Completion of Rehabilitation - | * |

4.2 **Provision of District Funds:** After payment of the District Funds for the costs incurred for the Relocation, the District shall provide the balance of the District Funds to the Society to assist the Society in undertaking the Rehabilitation of the Station House under section 4.1, provided that:

- (a) the District shall be at liberty to disburse the District Funds in tranches as each milestone is completed, provided that the Society shall provide the District with

copies of all invoices, receipts and other reasonable documentation to support its costs; and

- (b) the District shall not be obligated to provide District Funds for any part of the Rehabilitation which is not completed by the Society.

4.3 **Society Responsibility for Balance of Costs:** The parties agree that subject only to the provision of the District Funds by the District under this Agreement, the Society shall be responsible for all other costs of the Rehabilitation and the Lease.

5. CONDITIONS

5.1 **Conditions Precedent for Relocation:** The parties agree that the Society's obligation to undertake the Relocation under section 2.1(a) shall be subject to:

- (a) all site preparation work at the Water Avenue Lands necessary for Relocation of the Station House to the Water Avenue Lands being completed; and
- (b) the Society obtaining all necessary approvals and permits for the Relocation from the British Columbia Ministry of Transportation and Infrastructure and any other applicable governmental authorities.

5.2 **Society's Conditions Precedent for Purchase of Station House:** The parties further agree that the Society's obligation to purchase the Station House under section 3.1 shall be subject to the following conditions being satisfied on or before the Condition Removal Date:

- (a) the Society shall have been fully reimbursed by the District for the costs of the Relocation;
- (b) the Society shall have completed the Remediation of the Current Location to the satisfaction of the owner of the Current Location and the District and shall have been reimbursed for its costs for the Remediation;
- (c) the Society shall have satisfied itself as to the geotechnical and environmental condition of the Water Avenue Lands and their suitability for the Lease;
- (d) the Society shall have obtained all permits and approvals for the Rehabilitation Plan and the Lease; and
- (e) the parties shall have fully executed the Lease.

5.3 **District's Conditions Precedent for Sale of Station House:** The parties further agree that the District's obligation to transfer the Station House under section 3.1 shall be subject to the following conditions being satisfied on or before the Condition Removal Date:

- (a) the Society shall have completed the Relocation of the Station House to the satisfaction of the District;
- (b) the Society shall have completed the Remediation of the Current Location to the satisfaction of the owner of the Current Location and the District;
- (c) the Society shall have satisfied itself as to the geotechnical and environmental condition of the Water Avenue Lands and their suitability for the Lease; and
- (d) the Society shall have obtained all permits and approvals for the Rehabilitation Plan and the Lease.

5.4 **Mutual Subject Condition:** The Transaction is conditional upon the following conditions being satisfied on or before the Closing Date:

- (a) the parties approving and entering into the Lease; and
- (b) each party complying with all of its statutory obligations in respect of the Transaction.

5.5 **If Conditions Not Satisfied:** In the event that any of the conditions in this part 5 are not performed or fulfilled at or before the date indicated, either party may terminate this Agreement by giving written notice to the other and thereafter neither party will have any further obligations to the other under this Agreement, except as expressly provided herein.

6. INSURANCE AND INDEMNITY

6.1 **Insurance for Relocation:** As of and from the commencement of the Relocation and until such time as the Station House is transferred to the Society on the Closing Date in accordance with section 3.3, the Society shall obtain and maintain the following insurance coverage:

- (a) Property Insurance protecting both the Society and the District on such terms as are available from time to time with commercially reasonable efforts that would be obtained by a prudent owner in similar circumstances desiring equally to protect the interests of the Society and the District, to the full insurable value of the Station House and, in any event, to the value sufficient to prevent the Society or the District being deemed a co-insurer;
- (b) Liability Insurance for claims arising out of the design, construction, use or maintenance of the Station House or any of the Society's act or omission in respect of the design, construction, use or maintenance of the Station House on such terms and with such deductibles and policy limit amounts as are available from time to time with commercially reasonable efforts and would be obtained by a prudent owner in similar circumstances desiring equally to protect the interests of both the Society and the District, such amounts to be no less than \$5,000,000.00 per occurrence; and

- (c) such other insurance (including, without limitation, automobile liability insurance and contractor's equipment insurance) as the District may reasonably require.
- 6.2 **Form and Substance of Insurance Policies:** The insurance policies listed in section 6.1 will be in the form and substance acceptable to the District and, without limitation, will:
- (a) be placed with insurers licensed to do business in Canada;
 - (b) name the District as an additional insured and will exclude any rights of cross claim against the District or any rights of the insurer or insurers, whether by subrogation or otherwise, against the District;
 - (c) contain a severability of interest clause and a cross-liability clause so that the District, its officers and servants will be insured in the same manner and to the same extent as if separate policies had been issued to each;
 - (d) contain a provision requiring that at least 30 days' written notice be given to the District by the insurer prior to cancellation of or material change to the policy; and
 - (e) contain a provision that the District's claim under the insurance policies will not be invalidated by any act, omission or misrepresentation by the Society which may otherwise result in the avoidance of claim.
- 6.3 **Delivery of Insurance Policies:** The Society will deliver certificates of insurance to the District in a form and substance reasonably acceptable to the District.
- 6.4 **Default by the Society to Obtain Insurance Policies:** If the Society fails to perform its obligations to obtain and maintain insurance contemplated in this part 5, the District may effect such insurance on behalf of the Society and the Society will reimburse the District for costs incurred by the District in connection with such insurance, plus 30% administration fee, within 10 days of a written request by the District.
- 6.5 **Separate from Indemnity Obligations:** The release and indemnity contained in sections 6.6 and 6.7 are separate and independent from the Society's obligation to insure in this part 6.
- 6.6 **Release:** The Society will release the District and all of its elected officials, employees, consultants, and representatives (in this section 6.6 and section 6.7, together, the "**District Parties**") from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all legal costs) (in this section 6.6 and section 6.7, the "**Claims**") which may arise or accrue to any person, firm or corporation against the District Parties or which the District Parties may pay, incur, sustain or be put to by reason of the District Parties reviewing, accepting or approving the Relocation and the installation of the Station House at the Water Avenue Lands, including design, specifications, materials and methods for the Relocation and installation at the Water Avenue Lands, or performing any other work or actions pursuant to this

Agreement, except to the extent caused by a wrongful or negligent act of one or more of the District Parties.

- 6.7 **Indemnity:** The Society will indemnify and save harmless the District Parties from and against all Claims which the District Parties may incur, suffer or be put to arising out of or in connection with the Society failing, breaching or not performing any of its obligations under this Agreement, or arising out of any wrongful or negligent act or omission of the Society or of its contractors, consultants or any of their respective directors, officers, employees, consultants, contractors or representatives, except to the extent caused by a wrongful or negligent act of one or more of the District Parties.

7. CONDITION OF STATION HOUSE

- 7.1 **No Warranties:** The District is selling the Station House to the Society on an “as is” basis and the District does not warrant or represent any matters with respect to the condition or suitability of the Station House. The Society acknowledges and agrees that the District has not made any representations, warranties or agreements as to the condition or quality of the Station House, including the following:

(a) its condition (including regarding contaminants in, on, under or migrating to or from it) or regarding its compliance, or the compliance of past or present activities on it, with any applicable enactments; or

(b) the suitability of the Station House for the Society’s intended uses.

- 7.2 **Responsibility of Society:** It is the sole responsibility of the Society to satisfy itself with respect to:

(a) the condition of the Station House and the Water Avenue Lands (including regarding contaminants in, on or under or migrating to or from it); and

(b) the compliance of the Station House and Water Avenue Lands with any enactments;

including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Society, in its sole discretion, considers prudent.

- 7.3 **Costs:** From and after the Closing Date, the Society will be solely responsible at its own expense for any costs of the Station House, whether in existence before or after the Closing Date and the Society will indemnify and save harmless the District from and against all actions, proceedings, claims, costs expenses and other harm related to the Station House. This indemnity survives the transfer of the Station House.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 **Representations and Warranties of Society:** The Society represents and warrants to the District as follows, with the intent that the District will rely on these representations and

warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) **Status of Society:** The Society is a society duly designated, validly existing and in good standing under the *Societies Act* (British Columbia) and has the power and capacity to enter into this Agreement and carry out its terms; and
- (b) **Authority to Purchase:** Subject to the approvals and compliance contemplated by sections 5.1, 5.2(d) and 5.3(d), the execution and delivery of this Agreement and the completion of the Transaction have been duly and validly authorized by all necessary corporate action on the part of the Society, and this Agreement constitutes a legal, valid and binding obligation of the Society enforceable against the Society in accordance with its terms except as limited by laws of general application affecting the rights of creditors.

8.2 **Representations and Warranties of District:** The Society represents and warrants to the District as follows, with the intent that the District will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) **Status of District:** The District is a municipality validly existing and in good standing under the *Local Government Act* and has the power and capacity to enter into this Agreement and carry out its terms;
- (b) **Authority to Sell:** Subject to the approvals and compliance contemplated by sections 5.1, 5.2(d) and 5.3(d), the execution and delivery of this Agreement and the completion of the Transaction have been duly and validly authorized by all necessary corporate action on the part of the District, and this Agreement constitutes a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms except as limited by laws of general application affecting the rights of creditors; and
- (c) **Title:** The District owns and possesses and has a good marketable title to the Station House free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances and other claims.

9. COVENANTS

9.1 **Provincial Sales Tax:** The Society will be liable for and shall pay all Sales Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Station House by the District to the Society.

9.2 **Covenant of Indemnity by Society:** The Society shall indemnify and hold harmless the District from and against:

- (a) all liabilities, including liabilities associated with the Station House, the use of the Station House of the Lease, whether accrued, absolute, contingent or otherwise;

- (b) all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the Society under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the District under this Agreement; and
- (c) all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

9.3 **Covenant of Indemnity by District:** The District shall indemnify and hold harmless the Society from and against:

- (a) all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the District under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Society under this Agreement; and
- (b) all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

9.4 **Relocation and Rehabilitation to Be Carried Out in Accordance with all Plans and Approvals:** The Society covenants and agrees to:

- (a) to provide the District with all plans and specifications for the Relocation, Remediation and Rehabilitation and to obtain the written approval of the District for all such plans and specifications before undertaking any of those activities; and
- (b) to carry out the Relocation, the Remediation and the Rehabilitation in accordance with all applicable enactments and in accordance with all plans and specifications provided to, and approved by, the District.

10. SURVIVAL OR WARRANTIES AND REPRESENTATIONS

10.1 **District's Representations, Warranties and Covenants:** All representations, warranties, covenants and agreements made by the District in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing.

10.2 **Society's Representations, Warranties and Covenants:** All representations, warranties, covenants and agreements made by the Society in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing.

11. CLOSING CONDITIONS

11.1 **Society's Closing Conditions:** All obligations of the Society under this Agreement are subject to the fulfilment at or before the Closing Date of the following conditions:

- (a) **District's Representations and Warranties:** The District's representations and warranties contained in this Agreement or in connection with the transactions contemplated by this Agreement will be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of such time;
 - (b) **District's Covenants:** The District will have performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or at the Closing Date; and
- 11.2 **Conditions for Benefit of Society:** Each of the foregoing conditions in section 11.1 is for the exclusive benefit of the Society and any such condition may be waived in whole or part by the Society at or before the Closing Date by delivering to the District a written waiver to that effect signed by the Society.
- 11.3 **District's Closing Conditions:** All obligations of the District under this Agreement are subject to the fulfilment, before or at the Closing Date, of the following conditions:
- (a) **Society's Representations and Warranties:** The Society's representations and warranties contained in this Agreement will be true in all material respects at and as at the Closing Date as though such representations and warranties were made as of such time.
 - (b) **Society's Covenants:** The Society will have performed in all material respects and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or before the Closing Date.
 - (c) **Consents of Third Parties:** All consents or approvals required to be obtained by the District for the purpose of selling, assigning or transferring the Station House will have been obtained, provided that this condition may only be relied upon by the District if the District has diligently exercised its best efforts to procure all such consents or approvals and the Society has not waived the need for all such consents or approvals.
- 11.4 **Conditions for Benefit of District:** Each of the foregoing conditions in section 11.3 is for the exclusive benefit of the District and any such condition may be waived in whole or part by the District at or before the Closing Date by delivering to the Society a written waiver to that effect signed by the District.

12. GENERAL

- 12.1 **Further Assurances:** The parties will execute such further and other documents and do such further and other things as may be reasonably necessary to carry out and give effect to the intent of this Agreement.
- 12.2 **Set-off:** If, under this Agreement or any document delivered under this Agreement, the District becomes obligated to pay any sum of money to the Society, then such sum may

at the election of the Society, and without limiting or waiving any right or remedy for the Society under this Agreement, be set off against and will apply to any sum of money or security owed by the Society to the District until such amount has been completely set off.

12.3 **Notice:** All notices required or permitted to be given under this Agreement will be in writing and delivered by e-mail and personally to the following:

(a) To the Society at:

TASHME HISTORICAL SOCIETY

14781 Alpine Boulevard, Hope, British Columbia, V0X 1L5

Telephone: _____

E-mail: _____

with a copy which will not constitute notice to the Society's Solicitors; and

(b) To the District at:

District of Hope

325 Wallace Street, PO Box 609 Hope, British Columbia, V0X 1L0

Telephone: _____

E-mail: _____

with a copy which will not constitute notice to the District's Solicitors.

Any notice addressed and provided as aforesaid will be deemed to have been given on the day of delivery or transmission by email if a Business Day, and if not a Business Day, then on the next Business Day.

12.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

12.5 **Amendment:** No amendment of this Agreement will be binding unless made in writing by both parties to this Agreement.

12.6 **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld without reasons.

12.7 **Time of the Essence:** Time will be of the essence of this Agreement.

- 12.8 **Applicable Law:** This Agreement will be governed by and interpreted in accordance with the laws of British Columbia and of Canada applicable therein.
- 12.9 **Successors and Assigns:** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 12.10 **Relationship:** Nothing in this Agreement will be deemed to create a partnership, partnering, employment or agency relationship between the District and the Society.
- 12.11 **Severance:** If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- 12.12 **Headings:** The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.
- 12.13 **Counterparts:** This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by email, fax or any other form of electronic transmission.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

DISTRICT OF HOPE, by its authorized signatories:

Per: _____
Name:

Per: _____
Name:

TASHME HISTORICAL SOCIETY, by its authorized signatories:

Per: _____
Name:

Per: _____
Name:

SCHEDULE A
THE STATION HOUSE

SCHEDULE B
THE REHABILITATION PLAN

SCHEDULE C
BASIC TERMS OF THE LEASE

1. Location of Lease: Water Avenue Lands.
2. Landlord: District.
3. Tenant: Society.
4. Term of Lease: 15 years, with option to renew on mutually agreeable terms.
5. Rent: \$1.00 per year.
6. Station House not to be relocated from Water Avenue Lands without approval of the District's municipal council.
7. No assignment of Lease without approval of the District's municipal council.
8. On default of Lease by Society, ownership of Station House reverts to District for \$1.00.
9. On termination of Lease for reasons other than default, Station House is to be transferred to District for \$19.16.
10. Rehabilitated Station House shall include space for District museum and District tourism office substantially in accordance with plans approved by the District.