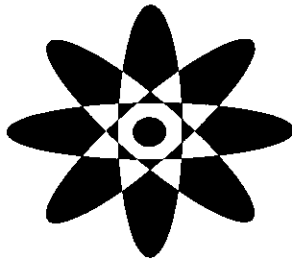


PEACE RIVER REGIONAL DISTRICT

ADDITIONS TO THE AGENDA

November 8, 2007



PEACE RIVER REGIONAL DISTRICT

ADDITIONS TO THE AGENDA

for the November 8, 2007 Board Meeting

CORRESPONDENCE:

- C-9 October 26, 2007 invitation from Alvie Shearer, Secretary Treasurer, Dawson Creek Athletic Association to the annual general meeting scheduled for November 22, 2007 at the Dawson Creek Ski Chalet.

REPORTS:

- R-7 Additional Items:
a) Assignment and Consent Agreement – Site Attendant Contract between E-Co Enterprises Ltd.; Complete Environmental Inc.; and the Peace River Regional District.; and
b) Assignment and Consent Agreement – Solid Waste Contracts between J.E. Developments Ltd.; Complete Environmental Inc.; and the Peace River Regional District.
- R-13 November 5, 2007 report from Bruce Simard regarding ALR Non-farm Use Application Referrals from the Oil and Gas Commission.
See SM-1

2007

C-9

DAWSON CREEK ATHLETIC ASSOCIATION

1524 - 115 Ave
Dawson Creek, BC
V1G 3C5

October 26, 2007

The Chair & Directors
Peace River Regional District
PO Box 810
Dawson Creek, BC
V1G 4H8



Dear Chair & Directors

Re: Annual General Meeting of the D.C.A.A.

On behalf of the executive of our association, it is my pleasure to invite the Chair and Directors of the P.R.R.D. to attend the annual general meeting of the D.C.A.A., which will be held at the DC Ski Chalet on November 22, 2007

The bar will be open at 6 P.M., dinner to be serviced at 6:30 PM and the business meeting will start at 7:30 PM

We look forward to seeing you there.

Sincerely,

Alvie Shearer
Secretary Treasurer

NOV 08 2007

C-9

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ASSIGNMENT AND CONSENT AGREEMENT – SITE ATTENDANT CONTRACT

THIS AGREEMENT dated for reference May 1, 2007,

BETWEEN:

E-CO ENTERPRISES LTD. (Inc. No. BC0621222), having its registered and records office at 201 – 10300 – 10 Street, Dawson Creek, B.C. V1G 3T6

("Assignor")

AND:

COMPLETE ENVIRONMENTAL INC. (Inc. No. BC0787373), formerly 0787373 B.C. Ltd., having its registered and records office at 1598 Sixth Avenue, Prince George, B.C. V2L 5G7

("Assignee")

AND:

PEACE RIVER REGIONAL DISTRICT, a regional district incorporated under the *Local Government Act* with offices at 1981 Alaska Avenue, Dawson Creek, B.C. V1G 4H8

(the "Regional District")

WHEREAS:

- A. By agreement dated March 31, 2003, the Assignor and the Regional District entered into an agreement (the "Contract") by which the Assignor agreed to provide site attendant services to the Regional District at the Regional District's transfer station in Dawson Creek for a two-year term that expired April 2, 2006;
- B. By letter dated September 26, 2005, the Regional District offered to extend the term of the Contract to April 6, 2008 (the "Renewal Term") and this offer was accepted by the Assignor on November 4, 2005;
- C. Effective May 1, 2007 (the "Effective Date"), the Assignor agreed to sell the Contract to the Assignee and the Assignee agreed to purchase the Contract from the Assignor;
- D. The Assignor and the Assignee have requested that the Regional District consent to the assignment of the Contract from the Assignor to the Assignee.

R-7a

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

Assignment

- 1. As of the Effective Date, the Assignor absolutely assigns, transfers, and sets over unto the Assignee all of its right, title, and interest in and to the Contract.
- 2. The Assignor represents and warrants to the Assignee that:
 - (a) subject to the consent of the Regional District, the Assignor has full right and authority to assign the Contract as contemplated hereby;
 - (b) the Assignor's interests under the Contract are free and clear of all liens, charges, encumbrances and judgments of any nature or kind whatsoever;
 - (c) the Contract is good, valid and subsisting and the Assignor has observed and performed each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed by it up to the Effective Date; and
 - (d) the Assignor now has good right, full power, and absolute authority to assign the Contract in the manner described in this Assignment according to the true intent and meaning of this Assignment.
- 3. The Assignor will indemnify and save harmless the Assignee, on and after the Effective Date, from and against all actions, suits, losses, damages, and expenses arising out of any non-observance or non-performance by the Assignor, before the Effective Date, of any of the covenants, agreements or obligations contained in the Contract.
- 4. As and from the Effective Date, the Assignee assumes and agrees with the Assignor and the Regional District to observe, perform, be bound by and be liable under, as an obligation of the Assignee, each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed on or after the Effective Date, and hereby agrees to indemnify and save harmless the Assignor from and against any and all actions, suits, losses, damages and expenses which the Assignor may suffer or incur or be put to by reason of the failure of the Assignee to do any of the same on or after the Effective Date.

Consent of Regional District

- 5. The Regional District hereby consents to the assignment of the Contract from the Assignor to the Assignee.

R-7a

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6. The consent of the Regional District to this assignment shall not be deemed to authorize any further or other assignment of the Contract.

Indemnification and Release of Regional District

7. The Assignor hereby releases the Regional District from any and all covenants, agreements and obligations of the Regional District to the Assignor under the Contract.
8. The Assignor will indemnify and save harmless the Regional District from and against all actions, suits, losses, damages, and expenses, whenever incurred, arising out of any non-observance or non-performance by the Assignor, on or before the Effective Date, of any of the covenants, agreements or obligations contained in the Contract.

Release of Assignor

9. The Regional District hereby releases the Assignor from any and all covenants, agreements, and obligations under the Contract from and including the Effective Date.

Acknowledgement by Assignee

10. The Assignee hereby acknowledges that the original bid price contained in the Contract will remain in effect for the balance of the Renewal Term.
11. The Assignee hereby acknowledges that the Contract will terminate on the expiry of the Renewal Term and that there is no further right of renewal.

General

12. The Assignor and the Assignee will execute such further assurances with respect to this Assignment as the Assignee, Assignor, or Regional District, may reasonably require.
13. This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
14. This Agreement may be executed and delivered by facsimile and in any number of counterparts, all of which together shall constitute an original.

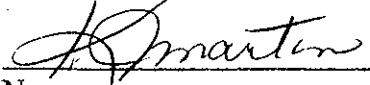
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates written below.

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Dated this 4 day of OCTOBER, 2007.

E-CO ENTERPRISES LTD. by its)
authorized signatories:)

)

Name:)

_____)
Name:)

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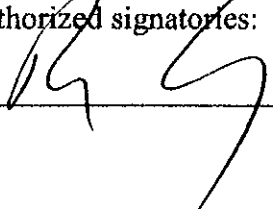
R-7a

Dated this _____ day of _____, 2007.

COMPLETE ENVIRONMENTAL INC.)

by its authorized signatories:)

Name:)



Name:)

R-7a

R.7a

Dated this _____ day of _____, 2007.

**PEACE RIVER REGIONAL)
DISTRICT)**

by its authorized signatories:)

_____)
Chair: Karen Goodings)

_____)
Chief Administrative Officer: Fred Banham)

R.7a

ASSIGNMENT AND CONSENT AGREEMENT – SOLID WASTE CONTRACTS

THIS AGREEMENT dated for reference May 1, 2007,

BETWEEN:

J. E. DEVELOPMENTS LTD. (Inc. No. BC0520916), having its registered and records office at 201 – 10300 – 10th Street, Dawson Creek, B.C. V1G 3T6

("Assignor")

AND:

COMPLETE ENVIRONMENTAL INC. (Inc. No. BC0787373), formerly 0787373 B.C. Ltd., having its registered and records office at 1598 Sixth Avenue, Prince George, B.C. V2L 5G7

("Assignee")

AND:

PEACE RIVER REGIONAL DISTRICT, a regional district incorporated under the *Local Government Act* with offices at 1981 Alaska Avenue, Dawson Creek, B.C. V1G 4H8

(the "Regional District")

WHEREAS:

- A. The Regional District owns landfills in Fort St. John (the "Fort St. John Landfill") and Bessborough (the "Bessborough Landfill") and a transfer station in Dawson Creek (the "Dawson Creek Transfer Station");
- B. On August 30, 2004, the Assignor and the Regional District entered into contracts for the operation of the Fort St. John Landfill (the "Fort St. John Landfill Contract") and the Bessborough Landfill (the "Bessborough Landfill Contract");
- C. By an agreement dated March 23, 2006 (the "Supply and Hauling of Roll-Off Bins Contract"), the Assignor, through its D C Waste Disposal Division, agreed to provide services to the Regional District in relation to the supply and hauling of roll-off bins at the Dawson Creek Transfer Station and Bessborough Landfill;
- D. By an agreement dated September 4, 2003 (the "Rural Refuse Collection and Transfer Services Contract"), the Assignor agreed to provide refuse collection and transfer

services for the Regional District from various rural sites and transfer sites within the Regional District;

- E. The Fort St. John Landfill Contract, the Bessborough Landfill Contract, the Supply and Hauling of Roll-Off Bins Contract, and the Rural Refuse Collection and Transfer Services Contract are collectively referred to in this Agreement as the "Contracts;"
- F. Effective May 1, 2007 (the "Effective Date"), the Assignor agreed to sell the Contracts to the Assignee and the Assignee agreed to purchase the Contracts from the Assignor;
- G. The Assignor and the Assignee have requested that the Regional District consent to the assignment of the Contracts from the Assignor to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

Assignment

1. As of the Effective Date, the Assignor absolutely assigns, transfers, and sets over unto the Assignee all of its right, title, and interest in and to the Contracts.
2. The Assignor represents and warrants to the Assignee that:
 - (a) subject to the consent of the Regional District, the Assignor has full right and authority to assign the Contracts as contemplated hereby;
 - (b) the Assignor's interests under the Contracts are free and clear of all liens, charges, encumbrances and judgments of any nature or kind whatsoever;
 - (c) the Contracts are good, valid and subsisting and the Assignor has observed and performed each and every covenant, agreement and obligation of the Assignor under each and every of the Contracts required to be observed or performed by it up to the Effective Date; and
 - (d) the Assignor now has good right, full power, and absolute authority to assign the Contracts in the manner described in this Assignment according to the true intent and meaning of this Assignment.
3. The Assignor will indemnify and save harmless the Assignee, on and after the Effective Date, from and against all actions, suits, losses, damages, and expenses arising out of any non-observance or non-performance by the Assignor, before the Effective Date, of any of the covenants, agreements or obligations contained in any of the Contracts.

4. As and from the Effective Date, the Assignee assumes and agrees with the Assignor and the Regional District to observe, perform, be bound by and be liable under, as an obligation of the Assignee, each and every covenant, agreement and obligation of the Assignor under each and every of the Contracts required to be observed or performed on or after the Effective Date, and hereby agrees to indemnify and save harmless the Assignor from and against any and all actions, suits, losses, damages and expenses which the Assignor may suffer or incur or be put to by reason of the failure of the Assignee to do any of the same on or after the Effective Date.

Consent of Regional District

5. Notwithstanding any provision of the Contracts, the Regional District hereby consents to the assignment of the Contracts from the Assignor to the Assignee.
6. The consent of the Regional District to the assignment shall not be deemed to authorize any further or other assignment of the Contracts.

Release and Indemnity of Regional District

7. The Assignor hereby releases the Regional District from any and all covenants, agreements and obligations of the Regional District to the Assignor under any of the Contracts.
8. The Assignor will indemnify and save harmless the Regional District from and against all actions, suits, losses, damages, and expenses, whenever incurred, arising out of any non-observance or non-performance by the Assignor, before the Effective Date, of any of the covenants, agreements or obligations contained in any of the Contracts.

Release of Assignor

9. The Regional District hereby releases the Assignor from any and all covenants, agreements, and obligations of the Assignor to the Regional District under the Contracts from and including the Effective Date.

Acknowledgment by Assignee

10. The Assignee hereby acknowledges that the original bid prices contained in each of the Contracts will remain in effect for the balance of the term of each Contract.
11. The Assignee hereby acknowledges that each Contract will terminate on the expiry date set out in that Contract and that there is no right to renew any of the Contracts.

General

R-7b

- 12. The Assignor and the Assignee will execute such further assurances with respect to this Assignment as the Assignee, Assignor or Regional District may reasonably require.
- 13. This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 14. This Agreement may be executed and delivered by facsimile and in any number of counterparts, all of which together shall constitute an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates written below.

Dated this 4 day of Oct, 2007.

J.E. DEVELOPMENTS LTD. by its)
authorized signatories:)

Wayne Hansen)
Name:)

_____)
Name:)

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Dated this _____ day of _____, 2007.

COMPLETE ENVIRONMENTAL INC.)
by its authorized signatories.)

Name:)

Name:)

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Dated this _____ day of _____, 2007.

PEACE RIVER REGIONAL)
DISTRICT)
 by its authorized signatories:)
)
)
 _____)
 Chair: Karen Goodings)
)
)

 Chief Administrative Officer: Fred
 Banham

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**Peace River Regional District
REPORT**

To: Peace River Regional District Board
From: Bruce Simard, General Manager of Development Services
Date: November 5, 2007
RE: ALR Non—farm Use Application Referrals from Oil & Gas Commission

INFORMATION

Further to the meeting on October 30, 2007 with the ALC and OGC, one of the follow-up items was whether the OGC was referring ALR non-farm use applications to the regional district. It was reported that such referrals occurred earlier in the delegation agreement but now seem not to be occurring. This information was in error. In fact, the OGC has been referring such applications for regional district comment and planning staff have been efficiently responding according to OCP and zoning policies, as instructed, and I was not aware of this at the time of the meeting. There are only a few of these referrals each year and there are no serious concerns about them with regard to our policies, and thus would not normally come to my attention.

Attached is a summary of files that have been referred from the OGC, including the regional district responses. The OGC is provided comment whether a proposal is in a regional district planning area, and if so, whether it conforms to existing policies or not. These referrals are not reviewed by the Board, since no decision is required from the Board. As seen from the summary report, there have been no referrals to date that have been inconsistent with existing regional district planning policy.

I trust this information clears-up concerns about referrals from the OGC and I apologize for any confusion or concerns raised. This information has also been conveyed to the OGC and the ALC.

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Department Head


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OGC-ALR Referrals

Year	File No	Year	Agency file No	App Type	Proposal	RegBrd comments
2004	55_2004		9616048	OGC	To construct a compressor site & flare blackened 63 km north of Chetwynd 4400 m2 in size	Outside OCP and Zoning Areas of PRRD
2004	158_2004		9616806	OGC/ALR	Northeast of Stewart Lake - west off Alaska Hwy.	To expand existing compressor station on site - less then 7 ha in size
2004	165_2004		R-1655-2004	OGC referral	Proposed wellsite and road access with improve < 450 sq. metres	Conforms to OCP and A-2 Zoning
2004	172_2004		9616490 / 12286	OGC	Proposed change from wellsite to compressor site - north of boundary lake < 450 sq. metres	Conforms to OCP and A-2 zoning as a permitted use.
2005	4			OGC referral	Proposed plant extension on existing well site 94-H-2	Outside OCP area - no concerns at this time
2005	146			OGC Referral	To construct a compressor station with building area of 450 sq. m	Consistent with OCP and Zoning

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ALR-OGC Referrals

Year	File No	Year	Agency file	App_Type	Proposal	RegBrd comments
2006	037		9623636	ALR/OGC referral	To construct a 70x90m compressor site and 481 m access road into 2-27-84-21, to include an inlet separator, compressor, tank & containment	Within ALR, thus appl. RRA-A-2 in 1343. Consistent with both, as site is less than 450 sq. m. and in permitted uses.
2006	038		9622961	ALR/OGC referral	To construct a compressor site in units 14 & 15, H/94-B-8. The total area of all buildings and structures is less than 450 sq. m.	located outside of RD planning areas
2006	043		9623494	ALR/OGC referral	To construct a compressor site within b-23-L/94-A-15, where a portion of the proposed development lies within the ALR. The total surface structure area	RR-A/A-2 site north of Altona - no objections
2006	057			ALR/OGC referral	Proposed compressor site within d-72-K/94-A-11 with a 354 sq. meters building floor area and 4.51 ha (11.15 acres) of disturbed land.	Within ALR. Permitted within "Rural Resource-Agricultural" OCP designation (No. 820) and "A-2" zoning (No. 1000). Adjacent to community of Buick.
2006	089		9624129	ALR/OGC referral	To construct a compressor site within Unit 43, Blk E, 94-A-15, with a total surface area of any proposed structures less than 450sq. m., and the total disturbed	Landowner: Diedrich & Grace Loewen IN ALR, in RRA, and A-2 - all permit oil & gas compression...
2006	161		P #17694	ALR/OGC referral	To install a small sweet natural gas compressor on existing wellsite DOE 3-6-81-14.	Consistent with OCP/zoning (Ag-Rur, A-2)
2006	169			ALR/OGC referral	To construct a 1.35 ha wellsite, which will be the 4th stand alone wellsite within Unit 87, Block 1, 94-A-11.	RRA - BL 820 allows oil & gas / A-2 - BL 1000 allows oil and gas

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ALR-OGC Referrals

Year	File No	Year	Agency file	App_Type	Proposal	RegBrd comments
2006	214		9625331	ALR/OGC referral	To construct a 1.44 ha wellsite as the 4th stand alone wellsite on c-77-1/94-A-11. No new access road is required.	RRA and A-2 in BL 1000. Permitted uses.
2007	34		9625823 (OGC)	ALR/OGC referral	To construct a booster station facility within a-62-A/94-H-3, where the buildings & structures are less than 450 m ² , and the disturbed area will increase by	Permitted, within "Rur-ag" in OCP 820 and A2 in Zoning 1000.
2007	121		9627614	ALR/OGC referral	To construct a single well battery, with separator package on the NW-17-84-16, where the building area is less than 150m ² (& the combined existing and proposed	NPOCP -RRA allows O&G, Z BL 1000 A-2 Zone allows O&G. No objections.

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PEACE RIVER REGIONAL DISTRICT

CONSENT CALENDAR

Items to be received for information.

November 8, 2007

PEACE RIVER REGIONAL DISTRICT

CONSENT CALENDAR

for the November 8, 2007 Board Meeting

MINUTES:

- MA-1 Kelly Lake Transfer Station Site Attendant Tender Opening Meeting Minutes of October 24, 2007.

CORRESPONDENCE:

- CA-1 October 22, 2007 letter from Charlie Wyse, MLA for Cariboo South and Opposition Critic for Local Government regarding the transcript from the Hansard Debates of the Legislative Assembly on October 15, 2007. *(attached)*
- CA-2 October 24, 2007 letter of appreciation from Doug Haughey, President Spectra Energy Transmission for Regional District participation in its 50th anniversary celebration.
- CA-3 October 24, 2007 letter from Paul Anderson, Director, Government and Commercial Affairs, Alliance Pipeline regarding the BC Expansion Project.

PEACE RIVER REGIONAL DISTRICT

Kelly Lake Transfer Station Site Attendant Tender Opening Meeting Minutes of October 24, 2007

DATE: Wednesday, October 24, 2007

TIME: 2:00 p.m.

PLACE: Regional District offices, Dawson Creek, BC

PRESENT: Fred Banham, Chief Administrative Officer
Shannon Anderson, General Manager of Environmental Services
Suzanne Garrett, Information Services

- 1) Call to Order: The meeting was called to order at 2:05 p.m.
- 2) Tender Opening Mr. Anderson advised that the Tenders would be opened consecutively in no particular order. Tenders were requested for the supply of Transfer Station Site Attendant at the Kelly Lake Transfer Station for a three year period.

3) Tenders **Tenders were as follows:**

A. Kelly Lake First Nations Ent. Ltd., Kelly Lake, BC

		Year One	Year Two	Year Three
A.	Monthly Contract price	\$2,500	\$2,500	\$2,500
B.	GST (A x 7%)	\$ 150	\$ 150	\$ 150
C.	Total Contract Price	\$2,650	\$2,650	\$2,650

B. Kelly Lake Métis Settlement Society, Kelly Lake, BC

		Year One	Year Two	Year Three
A.	Monthly Contract price	\$3,150.00	\$3,150.00	\$3,150.00
B.	GST (A x 7%)	\$ 220.50	\$ 220.50	\$ 220.50
C.	Total Contract Price	\$3,370.50	\$3,370.50	\$3,370.50

- 4) Adjournment The meeting adjourned at 2:10 p.m.

Shannon Anderson,
General Manager of Environmental Services



S. Garrett,
Information Services

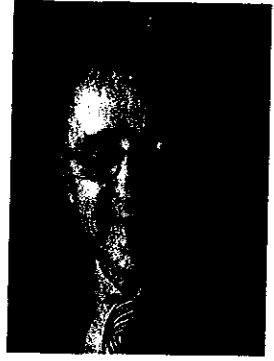
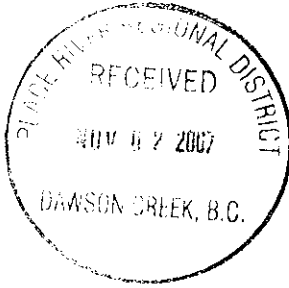
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Consent*

CA-1

Parliament Buildings
Victoria BC V8V 1X4
Phone: 250 387-3655
Fax: 250 387-4680



Province of
British Columbia
Legislative Assembly



Charlie Wyse, MLA
(Cariboo South)

Community Office:
2 - 487 Borland Street
Williams Lake BC V2G 1R9
Phone: 250 305-3800
Fax: 250 305-3808
Email: Charlie.wyse.MLA@leg.bc.ca

October 22, 2007

UBCM Executive
Suite 60 10551 Shellbridge Way,
Richmond, BC V6X 2W9

Dear UBCM Executive;

Enclosed is a transcript from Hansard Debates of the Legislative Assembly on October 15, 2007. In which I rose to make a Private Members Statement on UBCM concerns regarding TILMA, Community Charter and issues facing local governments including homelessness and affordable housing.

Sincerely,

Charlie Wyse,
MLA for Cariboo South
And Opposition Critic for Local Government

cc All Local Governments
Mental Health Associations
Housing Associations

enclosure

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Third Session, 38th Parliament

OFFICIAL REPORT OF

DEBATES OF THE LEGISLATIVE ASSEMBLY

(HANSARD)

Monday, October 15, 2007

Morning Sitting

Volume 22, Number 4

LOCAL GOVERNMENT

C. Wyse: It is indeed my pleasure to take advantage of this opportunity to address the House. Local governments' existence is granted by the province under authority established by the BNA Act. Local government officials

are elected directly and empowered as a body to raise taxes and deliver services such as water, sewer, land use planning and development.

History has shown that it is possible for a provincial government and a local government to have competing and conflicting opinions on certain issues. This situation is to be expected when one considers the defined purposes of the two levels of government: provincial interests versus local needs.

Previous to 2003, B.C. recognized these possible competing interests and provided an open process for the province to ensure that provincial interests would not be set aside for the needs deemed to be purely local interests. The public could see — through a reasoned, open, transparent and accountable process — why provincial interests prevailed.

In 2003, amidst great fanfare and celebration, the government under Bill 14 signed the Community Charter with the Union of B.C. Municipalities. This Community Charter was a document in which respect between the two levels of government was acknowledged, along with an agreement to discuss items of mutual concern before any action was taken by either government.

The Community Charter was implemented in 2004. But 2003 was also to contain this surprise for local governments. The Significant Projects Streamlining Act, Bill 75, allows Victoria to nullify any local government decision if it deems a project important enough.

It gives cabinet and individual ministers extraordinary powers to overrule provincial or local governments' laws, regulations or bylaws if they are perceived as being constraints to development projects that the government designates as provincially significant. This process is less open and transparent in overriding local needs.

[1025]

In 2006 the government returned to reducing the powers of local government on issues that it has traditionally legislated — land usage and the resulting zoning bylaws. The independent power producers' Bill 30 was passed. Section 56 of Bill 30 states that the authorization for an independent power producer, as provided under the Utilities Commission Act, is not to be superseded or impaired by anything in or done under the Community Charter or the Local Government Act.

Section 56 further reduces regulation of independent power producers to include an exemption from local government zoning bylaws. Section 56 eliminates local government control by clarifying that anything under the Community Charter or Local Government Act is not to supersede authorizations, including the exemptions as provided by ministerial order M220205. Many municipalities considered section 56 as breaking a 2004 memorandum of understanding between the UBCM and the province.

In 2007 the government passed resort municipalities in Bill 11. Under section 15 the government has given themselves the authority to create resort municipalities without the consent of local residents or governments. This is viewed by many as a way to override the East Kootenay regional district and local public opinion against a development project.

CA-1

Also in 2007, TransLink restructuring in Bill 36 was introduced but left on the order paper. The changes made by the bill removed democratic control from the hands of local politicians and put it into the hands of unelected experts with procedural democratic oversight in the form of a mayors' council.

[S. Hawkins in the chair.]

The real power in the new TransLink will rest with the board of directors. The board will be selected by government and business interests. Under the bill, the council of mayors does not need to approve the 30-year and ten-year strategic plans designed by the board of directors. The council of mayors only approves deviations from the strategic plan that are called supplements. This means that the initial trajectory of the new TransLink or the status quo can be written without anyone voting on it.

Since Bill 36 was left on the order paper last session, government has pushed ahead as if it were law. The bill laid out a tight timetable in the first year and a half during which planning must be complete. So far, a screening panel of five members has been chosen. It will select candidates for the nine-member board of directors, a so-called experts board who will do all the planning.

Also, the government, in secret, signed the trade, investment and labour mobility agreement with the Alberta government. Discussions were held in secret and involved the joint cabinet signing the agreement without any debate in the legislatures. TILMA came into effect on April 1, 2007. TILMA effectively passed the decision and responsibility of local government to a three-person non-elected panel.

At the September 2007 annual general meeting the UBCM resolved that the provincial government respect local government decisions regarding TILMA and enter into meaningful discussions with the UBCM and local governments with the intent to make changes to the agreement to more specifically address local government concerns, to exempt local government from the agreement or to withdraw from the agreement altogether.

Then, in an overwhelming vote, the UBCM endorsed policy paper 4. This paper contains ten changes to TILMA in order that local government will continue to be covered by TILMA.

The province continues to argue that this is simply a misunderstanding and that discussions will eliminate these concerns. Neither the UBCM nor legal counsel for the UBCM considered the effect of TILMA on local governments' ability to govern to be either minor or a misunderstanding.

Clearly, the Liberal government has caused concern amongst local government in both the manner it is being treated and in the lack of meaningful dialogue around matters of governance. Hopefully, the government will respect the point of view so forcefully presented this fall at the Union of B.C. Municipalities annual general meeting.

B. Lekstrom: It is certainly a pleasure to rise to respond to my colleague from Cariboo South on the issue of local government. I think it's something that each of us in this room.... If we haven't had direct involvement with it, we work with our local governments around this province, and that is part of our job.

[1030]

We work directly with the Union of British Columbia Municipalities, which to me is an amazing organization that is the umbrella group that brings together all of our local governments from across the province and regional districts to talk about what their needs are. That is really a body that comes to our government or the previous governments of the past in British Columbia to bring forward their ideas and to try and move our province forward.

As we all sit in this legislative chamber, we do our best, but I think each and every one that sits in this as an elected official will tell you that once you're elected, it doesn't mean you have all the answers. You go out, and you have a responsibility to go to your constituents and learn from them.

Working with local government.... I began my history with local government in 1993 when I was elected to the council of the city of Dawson Creek and then moved on to have the honour of serving as mayor in 1996. I can tell you that the Community Charter, a document that I'm very well versed in and had the opportunity to work on for some time, is a pretty incredible document. Does it mean every word in there is perfect and doesn't need to be looked at from time to time? No. I think that we have to do that.

But when we look at local governments and the positives that have taken place, whether it be the programs that the Premier and our government have initiated under Towns for Tomorrow for communities of 5,000 and under — I think a very positive move for our communities....

Many times in the larger infrastructure programs that we partner with, with Canada-B.C. infrastructure, you needed to have a one-third, one-third, one-third cost-sharing. For municipalities of 5,000 or under, sometimes that was very difficult. So we began a program for communities of 5,000 and under, put a fund in of \$21 million, and I think it's working very well. We've seen a number of announcements over the summer where communities have taken advantage of that.

We also have the issue that working with communities.... Although it's much broader than just the Community Charter and the legislation they work under. It's about programs, whether it be the Spirit Squares program, whether it be our LocalMotion program. Certainly, one that's a highlight, I think, when we look at the safety of our citizens, is the ability of the 100-percent return of traffic fine revenue to our municipalities. That has seen roughly \$160 million since 2004 go back to municipalities to help invest in a safer, more secure environment for the citizens that live there.

Working with local government has been in my past. When I look at the history of it, it's something that governments are very proud of. We work together, and

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I think the Union of British Columbia Municipalities — and I can't say this enough — does an amazing job for the municipalities they represent.

I have the honour of serving as Parliamentary Secretary for Rural Development, which allows me the opportunity to work with many of our smaller communities around the province — again, I think, a vision that was long overdue, and I'm proud to hold that position.

The member for Cariboo South had mentioned TILMA. It was brought in, and here we are. I want people to place their minds back a few years to the AIT, which is something that began the process, virtually.

I'll tell you, the trade, investment and labour mobility agreement is one that is welcome news to the people of Peace River South. We have for many years tried to work with governments in the past to say this imaginary boundary between B.C. and Alberta is far more of an impediment to the ability not just to do business on each side but for our credentialed people, whether it be early childhood educators, for example.

We have to meld those. If we can teach in British Columbia, can we teach in Alberta? If you can be an early childhood educator in Alberta, can you bring your expertise to British Columbia? I think we can build those bridges, and that's what TILMA is about. I think it's going to work very well.

I'll close with this. Going back to the Union of British Columbia Municipalities, which is the lead body for local government, I think they look to our government with some excitement, actually, and I mean that in a good way. All you have to do is look back to the Union of British Columbia Municipalities convention held in Vancouver, which many of us were just at over the last month.

To hear the Premier speak.... I know that all of my colleagues from the other side of the House were riveted to their seats, wanting to hear what he said. The response was overwhelming. The standing ovations that were supplied by local government, elected officials, show the relationship that's there.

[1035]

C. Wyse: I acknowledge and respect the comments made by my colleague across the floor from Peace River South. I guess my 23 years in local government as both a councillor and a director for the regional district have given me somewhat of a different interpretation of the motions that were passed at this fall's AGM.

Local government representatives from all over the province, from the Peace through to the Okanagan over to the Island, overwhelmingly have stated their concerns about the trade, investment and labour mobility agreement.

Also, Madam Speaker, at this same meeting in the fall, a pattern of reorganizing local government structures has appeared in B.C. over the last several months, which has caused concern at the UBCM.

Basically, a small group of individuals suggested change be made to the existing government structure. A member of cabinet in the region supports the idea.

With limited discussion with the affected governments and the people involved, Municipal Affairs moved on the suggestion. Examples include Abbotsford and its amalgamation with area H, the division of the Comox-Strathcona regional district into two regional districts, and more recently, the proposed amalgamation of the three regional districts in the Okanagan.

Given that two years ago the Premier promised that the Community Charter would be extended to include regional districts — once more to a standing ovation at the UBCM, I would add — the UBCM this fall resolved that the provincial government respect local government regarding the Community Charter and enter into meaningful discussions with the UBCM and local government with the intent to carry on with instituting the Community Charter for regional districts, with any restructuring of regional districts put on hold until after this charter is fully implemented unless due and proper consultation has been undertaken.

This motion is quite clear. Local government is not opposed to change. Local government, along with its residents, simply wishes to be included in changes to its governance model.

In closing, this year's UBCM clearly stated its concern about the treatment local government has received over the last few years by the provincial government. Hopefully, the government will respect the motions regarding both TILMA and the Community Charter, two motions strongly endorsed by its members from all over the province.

COMMUNITY LEADERSHIP

R. Hawes: It's a pleasure to get up today, and it's a pleasure to be back to see all my colleagues after our summer of hard work in our constituencies.

Madam Speaker, three weeks ago the UBCM was held in Vancouver, and mayors and councillors from all over British Columbia came together to talk about the issues that are of interest to both local government and the provincial government. Among them, and one of the chief concerns, was the issue of homelessness. That's something all of us are extremely concerned about.

It seems to me that one of the things that comes out of all of those discussions and what we so frequently read in the newspapers is that the provincial government should just invest in social housing. That's going to solve this problem.

Interjection.

R. Hawes: The members opposite want to applaud that overly simplistic approach.

The issue of homelessness is extremely, extremely complex, and I want to talk about that this morning for a couple of minutes. I want to talk about why we need both local leadership and the construction of partnerships between different levels of government. In some cases, that's not happening.

I want to just first talk about a study that was done a little over a year ago in the Tri-Cities area where a

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group of contractors was retained to document all of the homeless people in the Tri-Cities area to try to find them, to try to speak to them, to find their story, what was causing their homelessness, etc.

It's quite a detailed report that was put out. One of the striking things — perhaps not so striking or surprising — was that about 90 percent of the homeless people in the Tri-Cities area are deep into addiction problems and, in many cases, have the dual problem of severe mental illness. I don't think that's an overly surprising finding, and it's probably true for homeless people in other areas of our province.

[1040]

When we begin talking about building social housing, one must wonder: are the advocates of that saying, "Let's take these deeply addicted, mentally ill folks and put them into social housing complexes together," and that's somehow going to solve the problem?

Frankly, I think all of us would understand that isn't going to solve the problem. These are people who need treatment, various types of treatment. More treatment than housing is really what they need. They need shelter while they're getting treatment or hopefully can access treatment, and in many cases they don't want that. So it's a very, very complex problem.

I'll just talk about my riding. In Maple Ridge some time ago they recognized the homeless problem and began to try to do something about it. Among other things, the Salvation Army opened the Caring Place, which is a shelter for homeless people. The city, the RCMP and some social workers began to go in the bush and find people who were living in the bush and drive them towards the Caring Place, a shelter. It was called a honey pot.

They said: "If we could get the people who are homeless, who are deep into addiction, to come to a place where they can get food and some shelter, maybe we have an opportunity to talk to them about treatment, etc." So the first thing they had to do was have a honey pot, a place that would draw them.

The problem with doing that was there was heavy opposition from the business community, who saw that the construction of that type of shelter anywhere near any of their businesses would detract from their business. They didn't want it. They fought against it. Some call that NIMBYism.

I want you to think for a minute about what happens in municipalities everywhere when you say that we want to build a social housing project. I served for many years, as my colleagues before me were saying, in local government. I presided over many public hearings. I'm really aware of what happens at public hearings.

I know that if a social housing project that's going to take homeless people and house them is brought forward in any rezoning hearing in any municipality, the city hall is likely to be crowded with people who are opposed. Maybe in some parts of Vancouver, East Vancouver, it might be okay, and maybe you wouldn't see that opposition.

I know that in many of the smaller communities throughout British Columbia, the townsfolk will turn

out in big numbers — and these are the folks who are near where this housing development would be proposed — saying: "We want social housing, just not next to us. Our neighbourhood will be destroyed by this."

I've heard it, and I've seen it. It happens over and over and over. That's one of the huge impediments to building social housing. It's so simple to say that all we need is social housing. It is so difficult to get it to happen on the ground when you have locally elected officials who, frankly, react to the wishes of their electorate. Their electorate are saying: "We want social housing, just not near us."

I don't care where you try to put social housing. You're going to run into that problem. I know that in downtown areas of most small communities in British Columbia, if you want to put in a shelter, the business community is going to come out and scream loud and hard saying: "Do not put the shelter near us. We want you to take those homeless people, get them off the streets near our businesses and move them."

They call it tipping. They want to put in processes that will make it so uncomfortable for those folks that they will move to a different area. When they arrive in that area, that area starts to scream too. So they're getting tipped from area to area, but nothing really happens because the cities have not permitted social housing to be constructed.

Interjections.

Deputy Speaker: Order, Members.

R. Hawes: I know that where I live in Mission, there has been a problem on the main street with people who are clearly in drug addiction. There have been some proposals to put shelters together, to build the honey pot like the Caring Place in Maple Ridge, and that has been difficult.

Madam Speaker, I have more to say about this, but I'm really looking forward to what my colleague opposite has to say.

[1045]

C. Wyse: Indeed, it is my pleasure to respond to my honoured colleague from Maple Ridge-Mission. My understanding of this same situation doesn't even run parallel to much of the description that I've heard here earlier.

There is no question that study after study show that homelessness and affordable housing often run hand in hand with mental health and addiction issues. However, what was not mentioned is that likewise — hand in hand, time in and time out — it has been shown steadily and regularly that in order to begin to address those complex issues, it requires that affordable housing be provided.

Notice that I referred to affordable housing. I did not refer to shelter exclusively. Shelter is a temporary item that is referred and used on a very short-term basis, often in a day-to-day aspect. Treatment and support has to be longer than that.

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Previous governments to 2002, here in the province, were quite successfully able to provide affordable housing across British Columbia. The announcements here in this House recently have overlooked that this issue is broader than just the large urban centres.

A recent study shows that Port Hardy, Lillooet and 100 Mile have a large percentage of homeless people living in those communities — 40 to 50 individuals in communities like 100 Mile that have less than 2,000 people. Those individuals are living in tents, they are living in campers, and they are waiting for winter to come.

On behalf of all British Columbians, the action that has been taken by this House on these issues is totally and completely inadequate, unplanned and disjointed.

In returning...

Interjections.

Deputy Speaker: Order, Members, please.

C. Wyse: ...to the issue of community leadership as applied to local government, local government has the right to raise revenue to fund services required by its citizens. This revenue is raised primarily via property taxation. With this relatively narrow means to raise money, local government is challenged to provide services requested and required.

Over the past five years the provincial government has turned over costs to local government in spite of its limited ability to raise taxes. The previous discussion here is also suggesting that provincial responsibilities likewise be turned over to provincial governments to come up with a means based on property taxation in order to provide for those provincial responsibilities of mental health and addictions. Shame, I say, shame.

Now, one example of this transfer is the police tax. This is a new tax on property that was intended to cover 50 percent of the cost of providing policing services to small municipalities and rural areas. It was created by Bill 12, 2007, as an amendment to the Police Act. Municipalities will have to collect this on behalf of the provincial government.

Interjection.

Deputy Speaker: Order, Members.

C. Wyse: One example is Bill 36, TransLink restructuring against the source of revenue. Property tax can be raised by a certain amount.

In closing, the government has left much work to be done achieving the goals of the Community Charter: mutual respect between the provincial and local governments; local governments' ability to fund projects, to provide community leadership — as this topic is about. Reduced local governments' ability to provide community leadership....

Madam Speaker, it is with that that I end my discussion on this very important topic. I appreciate

the opportunity to bring forward my feelings and my thoughts on this item.

[1050]

R. Hawes: There's nothing like ducking the topic. I was simply saying that one of the impediments to building social housing is the fact that every time something like that would go in front of a municipal council, who are actually the ones who make decisions about land use and zoning, there is a public hearing that's filled with people who say: "Not near me. Don't build it near me."

Many municipal councils react to that by not allowing it to happen. There are applications to build shelters, etc., throughout British Columbia, and social housing projects...

Interjection.

Deputy Speaker: Order.

R. Hawes: ...that have been waiting for months and months and months because city councils don't want to deal with the issue, because their citizens are there saying: "Do not build that near me."

I want to just talk about reality, not this overly simplistic bumb that we keep hearing about: "Just build it." It's difficult to build it. I've got to be honest with you. If there was going to be a proposal in my community to build a social housing complex for homeless people, drug-addicted, mentally ill people and they wanted to put it next door to my home, I would probably protest. That's the reality.

That's what we do, and that's what the members opposite would also do in their own communities. Nobody seems to want to get down to the real nub of the problem and talk about it. We all want to end homelessness, but do you know something? It takes a partnership. Nobody ever said the municipalities have to pay for this, but they certainly have to provide the land use that goes with solving the problem, and many don't do it. So it's a local leadership problem.

I know many communities have the leadership and have applied the leadership and are doing something in partnership with the government. Others, Madam Speaker, are not, so it's time to get real about the discussion. The discussion isn't just about the provincial government ponying up some money. The discussion is about every person in this province accepting a little piece of their responsibility, accepting that we must have these sorts of institutions in our communities.

They can't be just somewhere else, in someone else's neighbourhood. Sometimes they have to be in our neighbourhood. Sometimes we have to realize that the people who are homeless and drug-addicted and mentally ill are actually people that belong to us. They're part of our community.

I hear the piousness about downloading and "Just build, build, build." But I don't hear anybody saying: "How are we going to go about this? How are we going to build the partnerships with local government that

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are required?" That's not what I'm hearing here. I'm hearing a bunch of overly simplistic bumf that gets us absolutely nowhere. We need to deal with the NIMBYism.

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Consent agenda

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D.J. (Doug) Haughey
President
Spectra Energy Transmission West

October 24, 2007

Ms. Karen Goodings
Director, Electoral Area B and
Chair, Peace River Regional District
Box 810
1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

Dear Karen:

On behalf of Martha Wyrsh, President and CEO of Spectra Energy Transmission, as well as our employees and retirees across British Columbia, I want to extend our sincere thanks for your participation in our 50th anniversary celebration.

We greatly appreciated your sincere comments on the role that Spectra Energy Transmission has played in communities across the northeast, and the importance of the relationship between industry and its community stakeholders.

We are committed to maintaining deep roots in our communities and long-standing relationships with local governments.

I think we can all agree that after our first 50 years, the natural gas industry still has a great future, and as Spectra Energy, we intend to continue our industry leading role in British Columbia.

I also want to extend our thanks to the entire regional district for the beautiful charcoal print. This thoughtful gift is a wonderful way to commemorate our golden milestone.

Thanks again,

TB
CONSENT
AGENDA

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*Paul G. Anderson, M.Sc. P.Biol.
Director, Government and Commercial Affairs
Direct Line: (403) 517-6389*

October 24, 2007

Mr. Fred Banham
Deputy Administrator
Peace River Regional District
Box 810
1981 Alaska Ave
Dawson Creek, BC V1G 4H8

Dear Mr. Banham,

Re: Update - Alliance Pipeline B.C. Expansion Project

For your information, the National Energy Board recently approved Alliance's application for the BC Expansion Project (BCX). BCX will enhance capacity for natural gas receipts originating in northeastern British Columbia. To facilitate this expansion, Alliance will construct approximately \$30 million of compression and ancillary facilities. The new compressor station will be located on our existing right-of-way on privately owned property (approximately 6km NE of Taylor) at our Taylor Junction site.

Currently we are undertaking detailed engineering, securing the necessary permits and site preparation activities. Construction will commence in April 2008 and we anticipate that the station will be on-line December 2008.

As part of our ongoing public awareness and community relations efforts we will continue to update stakeholders in the area as well as others that have requested more information about this project. Irvin Wai has recently joined Alliance as the Land and Community Coordinator for this area, based in our Grande Prairie office. Irvin is our local point of contact for your community and can be contacted at: 780.402.3102.

If you have any questions or require any additional information about the project, please don't hesitate to contact me or Irvin directly.

Sincerely,
ALLIANCE PIPELINE LTD.

Paul Anderson
Director, Government and Commercial Affairs

c.c. Irvin Wai

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