



## Notice of Meeting and Meeting Agenda Planning and Protective Services Committee

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Wednesday, November 17, 2021

10:00 AM

6th Floor Boardroom  
625 Fisgard St.  
Victoria, BC V8W 1R7

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C. McNeil-Smith (Chair), R. Martin (Vice Chair), F. Haynes, M. Hicks, J. Loveday, R. Mersereau, K. Murdoch, J. Olsen, M. Tait, K. Williams, R. Windsor, C. Plant (Board Chair, ex officio)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

### 1. Territorial Acknowledgement

### 2. Approval of Agenda

### 3. Adoption of Minutes

#### 3.1. [21-712](#) Minutes of the July 21, 2021 and September 29, 2021 Planning and Protective Services Committee Meetings

**Recommendation:** That the minutes of the Planning and Protective Services Committee meetings of July 21, 2021 and September 29, 2021 be adopted as circulated.

**Attachments:** [Minutes - July 21, 2021](#)  
[Minutes - September 29, 2021](#)

### 4. Chair's Remarks

### 5. Presentations/Delegations

*In keeping with directives from the Province of BC, there is limited space for the public to attend CRD Board meetings in-person at this time. However, the public may continue to view meeting materials and Live Webcasts online. If you wish to attend a meeting in-person, please email [legserv@crd.bc.ca](mailto:legserv@crd.bc.ca).*

*CRD encourages delegations to participate electronically. Please complete the online application for "Addressing the Board" on our website and staff will respond with details.*

*Alternatively, you may email your comments on an agenda item to the CRD Board at [crdboard@crd.bc.ca](mailto:crdboard@crd.bc.ca).*

### 6. Committee Business

**6.1.**      [21-849](#)      Regional Growth Strategy Indicator Report

**Recommendation:** The Planning and Protective Services Committee recommends to the Capital Regional District Board:  
That the Regional Growth Strategy Indicator Report be received for information.

**Attachments:**      [Staff Report: Regional Growth Strategy Indicators Report](#)  
[Appendix A: Regional Growth Strategy Indicators Report 2021](#)

**6.2.**      [21-685](#)      Capital Region Emergency Service Telecommunications Inc. (CREST)  
Service Agreement Renewal

**Recommendation:** The Planning and Protective Services Committee recommends to the Capital Regional District Board:  
That the Chief Administrative Officer be authorized to enter into a new regional service agreement with CREST to provide general emergency radio communications services, with annual contributions limited to inflationary adjustments.

**Attachments:**      [Staff Report: CREST Agreement Renewal](#)  
[Appendix A: CREST Relationship Diagram](#)  
[Appendix B: Historical Payments](#)  
[Appendix C: Agreement CRD-CREST 2022](#)  
[Appendix D: CREST Members Agreement 2007](#)

**6.3.**      [21-852](#)      Previous Minutes of Other CRD Committees and Commissions for  
Information

**Recommendation:** That the following minutes be received for information:  
a) Development Planning Advisory Committee minutes - November 1, 2021

**Attachments:**      [Minutes: Development Planners' Advisory Cttee-Nov. 1, 2021](#)

**7. Notice(s) of Motion**

**8. New Business**

**9. Adjournment**

The next meeting is TBD.

To ensure quorum, please advise Tamara Pillipow (tpillipow@crd.bc.ca) if you or your alternate cannot attend.

## Meeting Minutes

### Planning and Protective Services Committee

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Wednesday, July 21, 2021

10:00 AM

6th Floor Boardroom  
625 Fisgard St.  
Victoria, BC V8W 1R7

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#### PRESENT

Directors: C. McNeil-Smith (Chair), R. Martin (Vice Chair) (EP), F. Haynes, M. Hicks (EP), J. Loveday, R. Mersereau (EP), K. Murdoch, M. Tait (EP), K. Williams (EP), R. Windsor (10:04 am) (EP)

Staff: R. Lapham, Chief Administrative Officer; K. Lorette, General Manager, Planning and Protective Services; T. Robbins, General Manager, Integrated Water Services; E. Sinclair, Senior Manager, Regional and Strategic Planning; I. Lawrence, Manager, Local Area Planning; M. Lagoa, Deputy Corporate Officer; S. Orr, Senior Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: J. Olsen, C. Plant

The meeting was called to order at 10:01 am

#### 1. Territorial Acknowledgement

Chair McNeil-Smith provided a Territorial Acknowledgement.

#### 2. Approval of Agenda

**MOVED** by Director Haynes, **SECONDED** by Director Martin,  
That the agenda for the July 21, 2021 Planning & Protective Services Committee meeting be approved.

**CARRIED**

#### 3. Adoption of Minutes

##### 3.1. [21-267](#) Minutes of the March 17, 2021 of the Planning and Protective Services Committee Meeting

**MOVED** by Director Haynes, **SECONDED** by Director Martin,  
That the minutes of the Planning and Protective Services Committee meeting of March 17, 2021 be adopted as circulated.

**CARRIED**

#### 4. Chair's Remarks

The Chair noted the items on the agenda and thanked staff for their work on the items being presented today.

## 5. Presentations/Delegations

There were no presentations or delegations.

## 6. Committee Business

### 6.1. [21-545](#) Regional Growth Strategy Consistency - Outdoor Recreation Definition Amendment

K. Lorette spoke to Item 6.1.

Discussion ensued regarding:

- Clarity on bylaw amendment
- Land use wording in current bylaw

**MOVED by Director Hicks, SECONDED by Director Haynes,**

**The Planning and Protective Services Committee recommends to the Capital Regional District Board:**

**That proposed Bylaw No. 4412, "Land Use Bylaw for the Rural Resources Lands, Bylaw No. 1, 2009, Amendment Bylaw No. 8, 2021" be reviewed as it relates to Bylaw No. 4017, "Capital Regional District Regional Growth Strategy Bylaw No.1, 2016" and be deemed consistent with the 2018 Regional Growth Strategy Bylaw No. 4017.**

**CARRIED**

### 6.2. [21-546](#) Regional Growth Strategy Consistency - Seagirt Improvement District Takeover

K. Lorette spoke to Item 6.2.

Discussion ensued regarding:

- Procedural process for bylaws
- Liability and risk

**MOVED by Director Hicks, SECONDED by Director Murdoch,**

**The Planning and Protective Services Committee recommends to the Capital Regional District Board:**

**That the Proposed Seagirt Improvement District Conversion staff report and attachments to the July 6, 2021 Juan de Fuca Water Distribution Commission be reviewed as it relates to Bylaw No. 4017, "Capital Regional District Regional Growth Strategy Bylaw No.1, 2016" and be deemed consistent with the 2018 Regional Growth Strategy Bylaw No. 4017.**

**CARRIED**

### 6.3. [21-544](#) Regional Growth Strategy Consistency - Port Renfrew Water Supply Area Extension

K. Lorette spoke to Item 6.3.

Discussion ensued regarding:

- Water supply capacity for added demand
- Data for water supply
- New development water extension fees

- Fire protection

**MOVED** by Director Hicks, **SECONDED** by Director Murdoch,  
The Planning and Protective Services Committee recommends to the Capital  
Regional District Board:  
That proposed Bylaw No. 4442, "Port Renfrew Water Supply Local Service  
Establishment Bylaw No. 1, 1989, Amendment Bylaw No. 5, 2021" be reviewed as  
it relates to Bylaw No. 4017, "Capital Regional District Regional Growth Strategy  
Bylaw No.1, 2016" and be deemed consistent with the 2018 Regional Growth  
Strategy Bylaw No. 4017.  
**CARRIED**

## 7. Notice(s) of Motion

There was no notice of motion.

## 8. New Business

There was no new business.

## 9. Adjournment

**MOVED** by Director Haynes, **SECONDED** by Director Murdoch,  
That the July 21, 2021 Planning and Protective Services Committee meeting be  
adjourned at 10:24 am.  
**CARRIED**

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Chair

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Recorder

## Meeting Minutes

### Planning and Protective Services Committee

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Wednesday, September 29, 2021

10:00 AM

6th Floor Boardroom  
625 Fisgard St.  
Victoria, BC V8W 1R7

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#### Special Meeting

#### PRESENT

Directors: R. Martin (Vice Chair), F. Haynes, M. Hicks (EP), J. Loveday (EP), R. Mersereau, M. Tait (EP), K. Williams (EP)

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; K. Lorette, General Manager, Planning and Protective Services; S. Carby, Senior Manager, Protective Services; E. Sinclair, Senior Manager, Regional and Strategic Planning; M. Taylor, Manager, Building Inspection; M. Lagoa, Deputy Corporate Officer; T. Pillipow, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: Directors: C. McNeil-Smith (Chair), K. Murdoch, R. Windsor, C. Plant (Board Chair, ex officio), Councillor J. Olsen

The meeting was called to order at 10:02 AM.

#### 1. Territorial Acknowledgement

Acting Chair Martin provided a Territorial Acknowledgement.

#### 2. Approval of Agenda

**MOVED** by Director Mersereau, **SECONDED** by Director Haynes,  
That the agenda for the September 29, 2021 Planning & Protective Services  
Committee meeting be approved.  
**CARRIED**

#### 3. Adoption of Minutes

There were no Minutes for adoption.

#### 4. Chair's Remarks

There were no Chair's remarks.

## 5. Presentations/Delegations

There were no presentations or delegations.

## 6. Committee Business

### 6.1. [21-690](#) 2022 Service Planning - Planning & Development

K. Lorette spoke to Item 6.1.

Discussion ensued on the following:

- increasing fees for real estate property record requests
- future plans for additional studies regarding housing and transportation priorities
- proactive disclosure of information to lower the number of Freedom of Information requests

**MOVED by Director Mersereau, SECONDED by Director Haynes,  
The Planning and Protective Services Committee recommends the Committee of  
the Whole recommend to the Capital Regional District Board:  
That Appendix A, Community Need Summary - Planning & Development be  
approved as presented and form the basis of the 2022-2026 Financial Plan.  
CARRIED**

### 6.2. [21-689](#) 2022 Service Planning - Protective Services

K. Lorette spoke to Item 6.2.

**MOVED by Director Mersereau, SECONDED by Director Tait,  
That the Planning and Protective Services Committee recommends the  
Committee of the Whole recommend to the Capital Regional District Board:  
That Appendix A, Community Need Summary - Protective Services be approved  
as presented and form the basis of the 2022-2026 Financial Plan.  
CARRIED**

### 6.3. [21-603](#) Previous Minutes of Other CRD Committees and Commissions for Information

**MOVED by Director Mersereau, SECONDED by Director Haynes,  
That the following minutes be received for information:  
a) Regional Food and Agriculture Task Force minutes - February 10, 2021  
CARRIED**

## 7. Notice(s) of Motion

There were no notice(s) of motion.

## 8. New Business

There was no new business.

**9. Adjournment**

**MOVED** by Director Mersereau, **SECONDED** by Director Haynes,  
That the September 29, 2021 Planning and Protective Services Committee  
meeting be adjourned at 10:34 am.

**CARRIED**

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CHAIR

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RECORDER





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**REPORT TO PLANNING AND PROTECTIVE SERVICES COMMITTEE  
MEETING OF WEDNESDAY, NOVEMBER 17, 2021**

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**SUBJECT**     **Regional Growth Strategy Indicator Report**

**ISSUE SUMMARY**

To receive the Regional Growth Strategy (RGS) Indicator Report.

**BACKGROUND**

The *Local Government Act (LGA)* section 452 sets out requirements for regional districts with adopted regional growth strategies. Specifically, a regional district must:

- a) establish a program to monitor RGS implementation and the progress made towards its objectives and actions; and
- b) prepare an annual report on that implementation and progress.

The RGS Indicator Report was developed in 2019 to support consistent annual reporting and meet legislative requirements. The report consists of 20 indicators that measure progress towards achieving RGS targets and objectives. Each indicator includes a description of what is being measured, why it is important and a discussion of trends. Over time, the indicators will help identify progress being made toward RGS implementation or alert the region to a need for change if progress is not being seen.

Criteria for selection of indicators included: relevance, data availability, accuracy, cost, and effort. While many indicators use data that is available annually, some indicators rely on Census data that is only available every five years.

For 2021, 14 of the 20 indicators were updated with new data. In addition, several indicators have been edited for clarity and improved understanding of desired trends. See Appendix A for the report and detailed information about the new data.

It should be noted that several of the indicators likely experienced impacts in the 2020 reporting year due to the COVID-19 pandemic. It is also important to note that changes in year-to-year performance do not always equate to a long term trend. It may take several years of data collection to reliably identify a trend.

Following receipt by the Board, the information will be posted on the CRD's website.

**ALTERNATIVES**

*Alternative 1*

The Planning and Protective Services Committee recommends to the Capital Regional District Board:

That the Regional Growth Strategy Indicator Report be received for information.

*Alternative 2*

That the Regional Growth Strategy Indicator Report be referred back to staff for additional information based on Planning and Protective Services Committee direction.

## **IMPLICATIONS**

### *Regional Growth Strategy Implications*

Achieving RGS objectives requires collaborative partnerships between local, regional and provincial levels of government, each with specific jurisdictional authorities. The RGS indicators show how we are doing as a region rather than the performance of a specific CRD service. The region's growth management approach, policies and targets are to be reevaluated during the RGS update process if progress toward RGS implementation is not being seen.

Managing and Balancing Growth, Housing and Community and Climate Action are RGS policy areas where the indicators suggest a need to closely watch for progress against RGS objectives.

1. From a growth management perspective, the region has not expanded the growth area since RGS adoption in 2018 (1.1b), and has built 5.2% of new dwelling units outside of the growth boundary in the past 10 years (1.2a). Regionally, only 20% of growth has been located in areas with greater than 42% active transportation in the past five years (1.1a). This would suggest that focusing new dwellings within the growth boundary alone is not sufficient to create compact complete communities.
2. From a housing affordability perspective the region is making steady progress to increase the supply of affordable housing, adding 2,621 units between 2016 and 2020 (3.2d), 1,046 of which were added between March 2019 to March 2020. However, low rental vacancy rates especially on the low end of the price spectrum indicate a market that is difficult for renters (3.2c). Low vacancy rates are compounded by average rent increases that have outpaced inflation (3.2b).
3. From a climate action perspective the region has made a 9.6% reduction in total greenhouse gas (GHG) emissions since the base year of 2007 (7.1a). The 5% decline in emissions in 2020 over 2018 are largely associated with changes in transportation patterns associated with the COVID-19 pandemic. Our current trend suggests the region is not on track to meet the goal of a 61% reduction in GHG emissions by 2038. While a 9.6% reduction is modest there has been a 23% reduction in per capita emission since the base year which speaks to efforts by the CRD and local governments to reduce GHG emissions.

### *Alignment with Board & Corporate Priorities*

Annual indicator reporting addresses the Planning and Development Community Need, specifically initiative 11a-3 Report on & Advance RGS Implementation/Indicators.

### *Service Delivery Implications*

The legislation stipulates that all services undertaken by a regional district after the Board has adopted a regional growth strategy must be consistent with its RGS. Through 2021, the CRD approved several new service-level strategies that will guide action on a number of indicators, including:

- Solid Waste Management Plan and implementation next steps, developed to reduce the region's waste per capita rate.
- Climate Action Strategy, renewed to reflect the CRD Board's declaration of a climate emergency.
- Regional transportation priorities and implementation strategies for each, developed to reduce congestion, increase mode share and take action on climate change.

Any additional adjustments to service levels in support of achieving RGS objectives can be considered through the CRD’s established service planning and budgetary processes. Based on current data, there are no items requiring adjustment.

**CONCLUSION**

The RGS Indicator Report monitors the region’s progress towards the targets outlined in the RGS, and is updated annually. 14 of the 20 indicators were updated with new data in 2021. The RGS Indicator Report will be posted on the CRD website.

**RECOMMENDATION**

The Planning and Protective Services Committee recommends to the Capital Regional District Board:

That the Regional Growth Strategy Indicator Report be received for information.

Submitted by:	Emily Sinclair, MCIP, RPP, Senior Manager, Regional & Strategic Planning
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**ATTACHMENT**

Appendix A: Regional Growth Strategy Indicator Report 2021

# Regional Growth Strategy Indicator Report 2021

CRD

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# RGS INDICATORS – AT A GLANCE

## Managing and Balancing Growth

Number of net new dwelling units in areas where more than 42% walk/bike/bus to work (*updated 2021*)



Hectares added to the Urban Containment Policy Area (UCPA) Growth Boundary (*updated 2021*)



Percentage of net new dwellings built outside the UCPA (*updated 2021*)



## Environment and Infrastructure

Percentage of Sea-to-Sea Green/Blue Belt acquired (*updated 2021*)



Percentage of the Regional Trail Network completed (*updated 2021*)



Compliance with Source Control Bylaw (*updated 2021*)



Number of stormwater discharges with a high public health concern (*updated 2021*)



Waste stream: solid waste disposal (*updated 2021*)



Average residential water consumption (*updated 2021*)



Net new dwelling units in East Sooke and Otter Point Official Community Plan (OCP) areas (*updated 2021*)



## Housing and Community

Create safe and complete communities



Reduce core housing need



Average rent for 2-bedroom apartment (*updated 2021*)



Vacancy rate by rental price quartiles (*updated 2021*)



Increase supply of affordable housing (*updated 2021*)



## Transportation

Percentage of total trips made by walking, cycling and transit in the Growth Management Planning Area (GMPA)



## Economic Development

Jobs to population ratio



## Food Systems

Hectares of farmland in the GMPA



Average age of farmer



## Climate Action

Community Greenhouse Gas (GHG) emissions (*updated 2021*)





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## Environment and Infrastructure

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## Economic Development

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## Food Systems

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## Climate Action

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## The Regional Growth Strategy

The 2018 Regional Growth Strategy (RGS) is a framework developed by municipalities and the regional district to address how communities will work together to enhance regional quality of life and social well-being over the next 20 years.

The provincial government created the growth strategy legislation to "...promote human settlement that is socially, economically and environmentally healthy and that makes efficient use of public facilities and services, land and other resources".

The RGS includes policies, actions and targets for the reduction of greenhouse gas emissions. The strategy was developed with significant public and stakeholder involvement and responds to the RGS vision of a livable community that stewards the environment and natural resources with care.

## The RGS Indicator Report

A robust monitoring program helps the region measure progress towards achieving RGS goals and objectives.

Wherever possible, indicators were selected such that data would be available on an annual basis. Unfortunately, for many of the indicators, information is only available through census data and will therefore only be updated every five years.

## Data updated for 2021

### Managing and Balancing Growth:

- 1.1a, 1.1b, 1.2a

### Environment and Infrastructure:

- 2.1a, 2.1b, 2.1c, 2.1d, 2.2a, 2.2c

### Housing and Community:

- 3.2c, 3.2b, 3.2d

### Climate Action:

- 7.1a

It should be noted that several of the indicators likely experienced impacts in the 2020 reporting year due to the COVID-19 pandemic.

## How to use this report

For each indicator, four key questions are answered:

- What is being measured?
- Why is the indicator important?
- What is the target/desired trend?
- How are we doing?

Indicator performance is described relative to a baseline year. However, it is important to note that changes in year-to-year performance do not always equate to a long-term trend. While performance in any given year may be positive or negative, it may take many years of data to reliably identify a clear trend. Where possible, trend lines are included in the graphs to help illustrate indicator trends.

The RGS indicators evaluated in this report are shown in the following table.

## 2038 Targets by priority area and objective

PRIORITY AREA	OBJECTIVE	TARGETS BY 2038
1.0 Managing and Balancing Growth	<p>1.1 Keep Urban Settlement Compact</p> <p>1.2 Protect the Integrity of Rural Communities</p>	<ul style="list-style-type: none"> <li>Accommodate a minimum of 95% of the region's new dwelling units within the Urban Containment Policy Area.</li> </ul>
2.0 Environment and Infrastructure	2.1 Protect, Conserve and Manage Ecosystem Health	<ul style="list-style-type: none"> <li>Acquire 100% of the Sea-to-Sea Green/Blue Belt.</li> <li>Complete 100% of the Regional Trail Network.</li> <li>Reduce contaminants to fresh and marine water bodies.</li> </ul>
	2.2 Deliver Services Consistent with RGS Objectives	<ul style="list-style-type: none"> <li>Prepare long-term capital plans for Capital Regional District utilities and major infrastructure improvements that take into consideration the conservation of land, water and energy resources and the impacts of climate change and natural hazards.</li> </ul>
3.0 Housing and Community	3.1 Create Safe and Complete Communities	<ul style="list-style-type: none"> <li>Municipal targets for the number of people living in complete communities to be identified by municipalities in Regional Context Statements.</li> </ul>
	3.2 Improve Housing Affordability	<ul style="list-style-type: none"> <li>Increase the supply of more affordable housing.</li> <li>Reduce the number of people in core housing need.</li> <li>Reduce the number of people who are homeless.</li> </ul>
4.0 Transportation	4.1 Improve Multi-Modal Connectivity and Mobility	<ul style="list-style-type: none"> <li>Achieve a transportation system that sees 42% of all trips made by walking, cycling and transit.</li> </ul>
5.0 Economic Development	5.1 Realize the Region's Economic Potential	<ul style="list-style-type: none"> <li>Achieve a jobs/population ratio of: <ul style="list-style-type: none"> <li>0.60 in Core Area</li> <li>0.53 in Saanich Peninsula</li> <li>0.36 in West Shore</li> </ul> </li> </ul>
6.0 Food Systems	6.1 Foster a Resilient Food and Agriculture System	<ul style="list-style-type: none"> <li>Increase the amount of land in crop production for food by 5,000 ha to enhance local food security.</li> <li>Municipal targets to increase the amount of land in crop production for food and to encourage agricultural land to be identified by municipalities in Regional Context Statements.</li> </ul>
7.0 Climate Action	7.1 Significantly reduce community based greenhouse gas emissions	<ul style="list-style-type: none"> <li>Reduce community greenhouse gas emissions by 33% (from 2007 levels) by 2020, and by 61% by 2038.</li> </ul>

**1.1a** Number of net new dwelling units in areas where more than 42% walk/bike/bus to work



**What is being measured?**

This indicator tracks new dwelling units created in census Dissemination Areas (DA) where at least 42% of trips involve active transportation (walking, biking or taking transit).

**Why is this indicator important?**

The RGS aims to keep urban settlement compact and directs new growth to be located where it can be efficiently serviced by transit and active transportation.

**Target/Desired Trend**

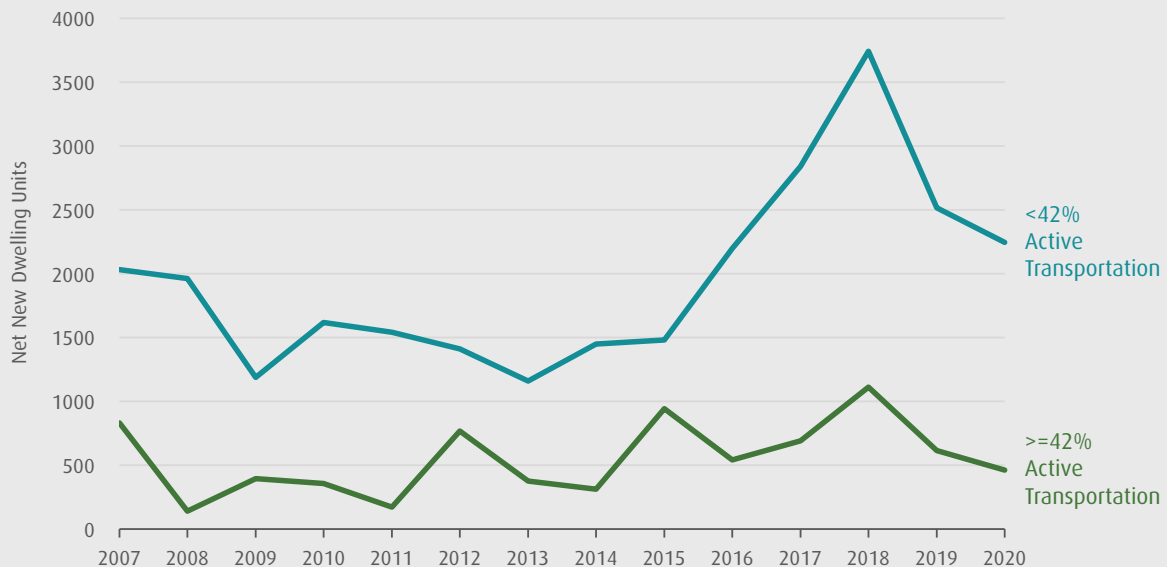
Place growth in areas conducive to walking, cycling and transit.

**How are we doing?**

Currently, we are not meeting the desired trend.

In the Growth Management Planning Area (GMPA) between 2012-2015, we saw as much as 39% of growth in net new dwelling units in areas with greater than 42% active transportation. In the period of 2016-2020 20% of growth in net new dwelling units was in high active transportation areas.

BC Transit has increased its mode share target from 12% to 15%. Future reporting will see the mode share target and measurement adjusted upwards to 45%.



Source: CRD Building Permit Database and Statistics Canada Census of Population 2016

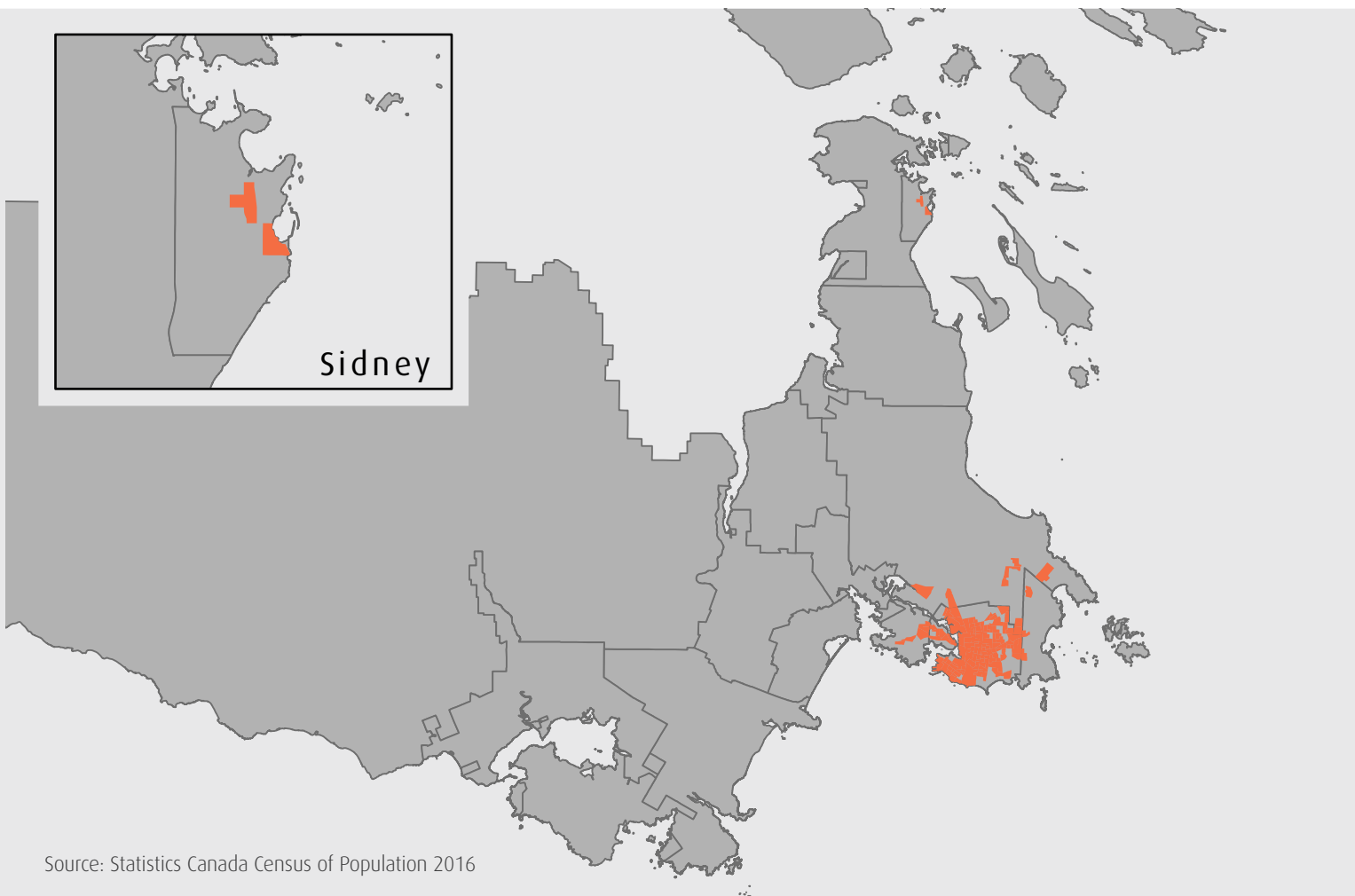
### Supplemental map of areas with more than 42% walk/bike/bus to work

#### What does the map indicate?

This map shows census dissemination areas where more than 42% of residents walk, bike and bus to work, meeting the RGS mode share target.

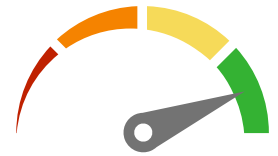
These areas are mostly located in the region's core in Victoria, and portions of Esquimalt, Oak Bay and Saanich, as well as portions of Sidney.

As noted in Indicator 1.1(a), new growth in these areas is desirable as infrastructure and services are already in place to support high levels of active travel and transit. As the region develops, the desired trend is to see more areas meeting the target.



Source: Statistics Canada Census of Population 2016

**1.1b Hectares added to the Urban Containment Policy Area (UCPA) growth boundary**



**What is being measured?**

This indicator measures the net change in the land area of the UCPA. The UCPA is intended to hold a land supply that will accommodate the region’s population and employment growth.

**Why is this indicator important?**

This indicator aligns with the RGS objective to keep urban settlement compact. The RGS includes a policy that generally permits amendment to the UCPA only as an outcome of a comprehensive 5-year review of the RGS.

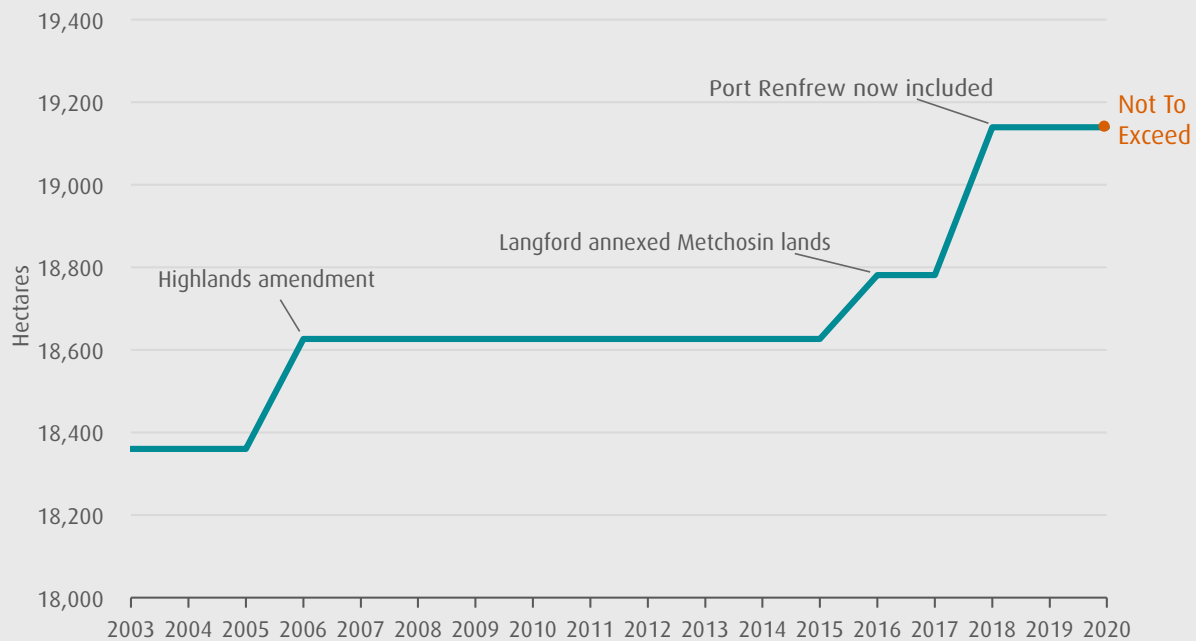
**Target/Desired Trend**

Minimize change to the UCPA from the date of adoption of the 2018 RGS.

**How are we doing?**

We are meeting the desired trend.

Since the March 2018 adoption of the RGS, there have been no changes to the UCPA.



Source: CRD Regional Planning

### 1.2a Percentage of net new dwellings built outside the Urban Containment Policy Area (UCPA)



#### What is being measured?

This indicator measures the annual share of net new dwelling units located outside the UCPA.

#### Why is this indicator important?

The RGS aims to keep urban settlement compact and protect the integrity of rural communities.

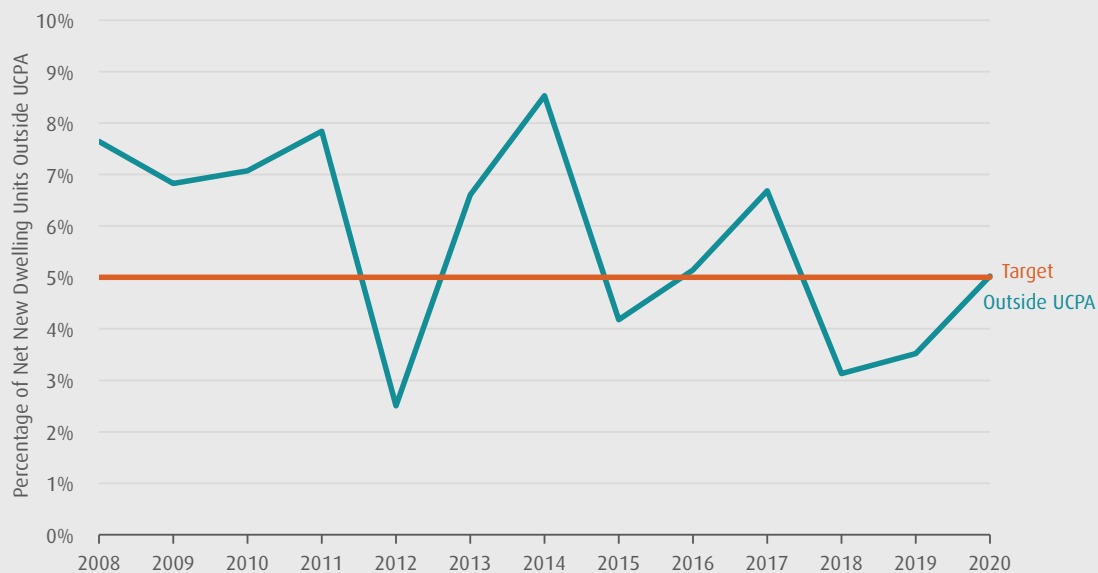
#### Target/Desired Trend

Accommodate a maximum of 5% of the region's net new dwelling units outside the UCPA (for a minimum 95% of net new dwelling units within the UCPA, as per RGS target).

#### How are we doing?

We met the target this year.

In the past 10 years the average percentage growth outside the UCPA has been 5.2%.



Source: CRD Building Permit Database

### 2.1a Percentage of Sea-to-Sea Green/Blue Belt acquired



#### What is being measured?

This indicator tracks the percentage of land within the regional Sea-to-Sea Green/Blue Belt that has been protected. Acquisition of additional land required to meet the target is to be undertaken by CRD and/or other levels of government.

#### Why is this indicator important?

The RGS aims to protect, conserve and manage ecosystem health. The protection of the Sea-to-Sea Green/Blue Belt will provide a continuous connected greenbelt network from Tod Inlet to the Sooke Basin.

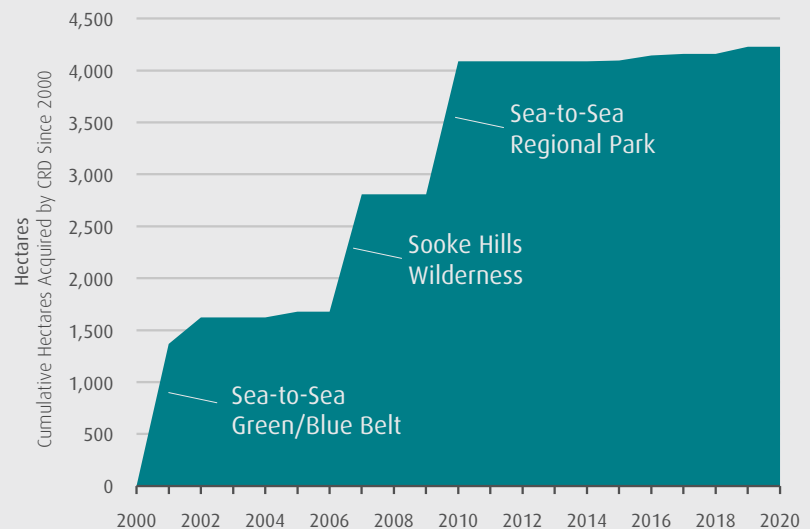
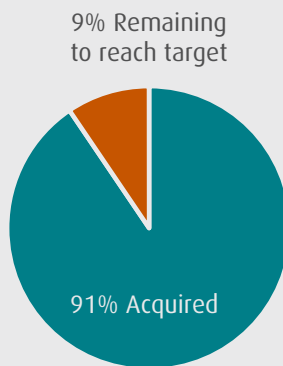
#### Target/Desired Trend

Acquire 100% of the Sea-to-Sea Green/Blue Belt.

#### How are we doing?

We have yet to fully meet the target.

As of October 2021, 91% of the proposed 11,310 hectares has been acquired.



Source: CRD Regional Parks

### 2.1b Percentage of the Regional Trail Network completed



#### What is being measured?

This indicator measures the percentage of the Regional Trail Network that has been completed.

#### Why is this indicator important?

The RGS aims to protect, conserve and manage ecosystem health. The Regional Trail Network represents an integrated trail and linear park system linking urban areas to rural green space and is a key element of the Regional Green/Blue Spaces Strategy.

#### Target/Desired Trend

Complete 100% of the Regional Trail Network as identified in the 2011 CRD Regional Parks Strategic Plan.

#### How are we doing?

We are making progress towards the target.

As of October 2021, 48% of the proposed 390 kilometres of the Regional Trail Network has been completed.



**48%** of Regional Trail Network completed (2021)

Source: CRD Regional Parks



### 2.1c Compliance with Source Control Bylaw



#### What is being measured?

This indicator measures the percentage of businesses in compliance with Source Control Bylaw standards.

#### Why is this indicator important?

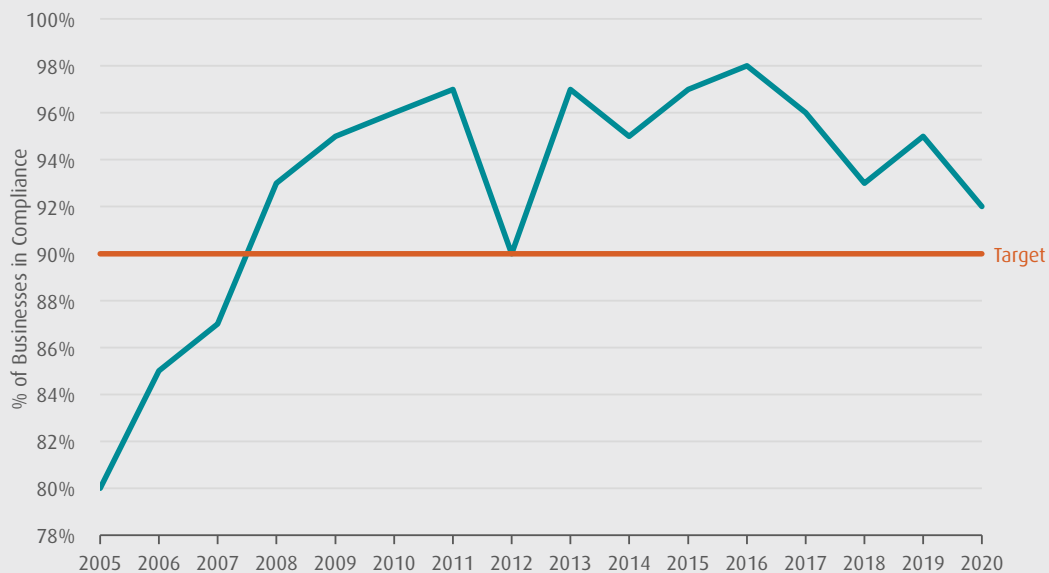
The RGS aims to protect, conserve and manage ecosystem health. A high level of compliance reduces contaminants in fresh and marine regional waterways.

#### Target/Desired Trend

Maintain compliance of the standards established in the Source Control Bylaw at a rate of 90% or above.

#### How are we doing?

We are seeing consistently high levels of compliance.



NOTE: Prior to 2014, the indicator tracked proper waste treatment. The new measure, overall compliance, is a stricter standard indicating proper waste treatment facilities that are fully functioning.

Source: CRD Environmental Protection

**2.1d** Number of stormwater discharges with a high public health concern



**What is being measured?**

This indicator monitors the number of stormwater discharges with high public health concern.

**Why is this indicator important?**

The RGS aims to protect, conserve and manage ecosystem health.

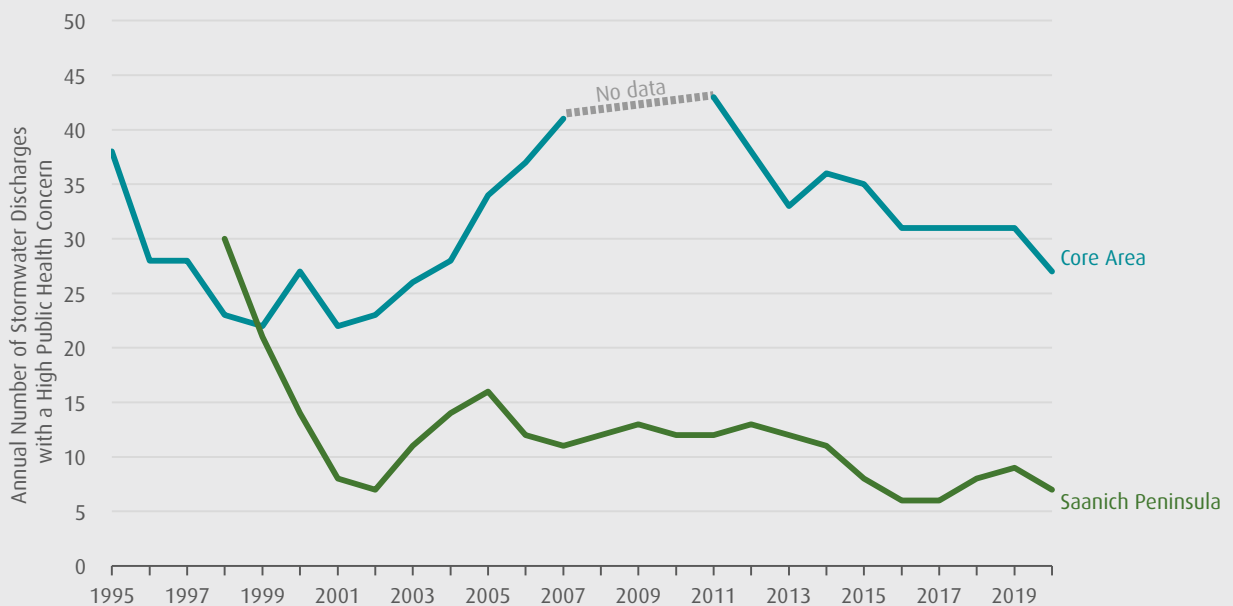
**Target/Desired Trend**

Reduced bacterial contamination to fresh and marine water bodies.

**How are we doing?**

We are meeting the desired trend.

The overall number of stormwater discharges with high public health concerns has decreased in the Core Area since 2012 and on the Saanich Peninsula since 2005. However, there were still 27 discharges in the Core Area and 7 in the Saanich Peninsula in 2020.



Source: CRD Environmental Protection

**2.2a Waste stream: solid waste disposal**



**What is being measured?**

This indicator measures the per capita amount of solid waste disposed of annually from both residential and non-residential sources.

**Why is this indicator important?**

The RGS aims to minimize the consumption of renewable and non-renewable resources through efficient use and responsible management.

**Target/Desired Trend**

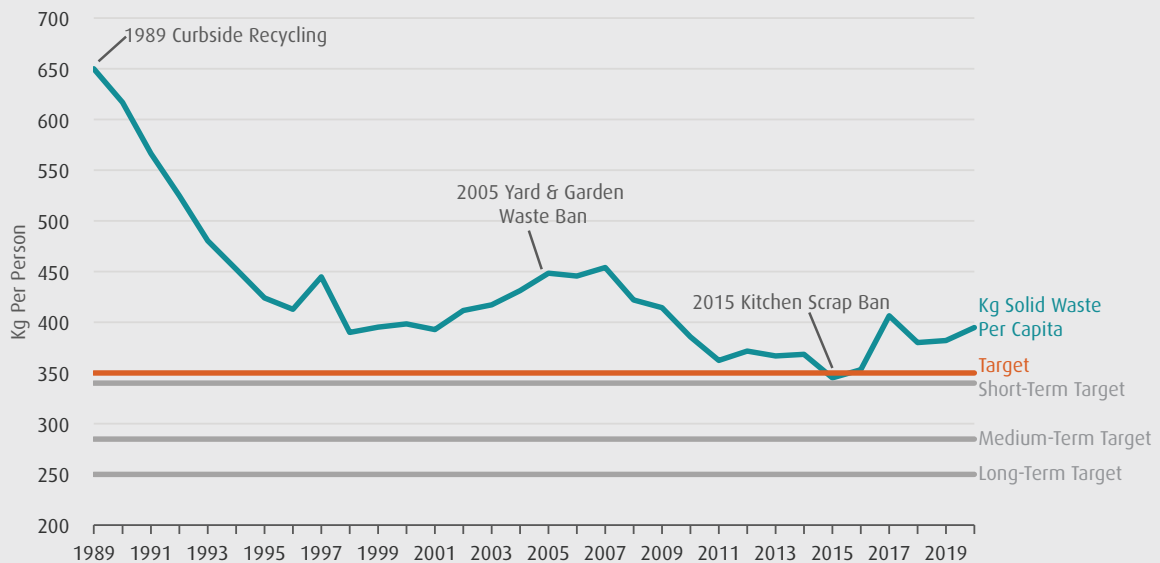
The BC Government has set a 2020 solid waste disposal target rate of 350 kg/person per year which is the current target. In 2022, the target will be from the CRD Solid Waste Management Plan.

This plan identifies three new targets: short-term (3 years) 340 kg/person, medium-term (5 years) 285 kg/person and long-term (10+ years) 250 kg/person.

**How are we doing?**

Currently, we are not meeting the target.

However we are at less than the provincial average of 501 kg/person (2019), and the CRD has the lowest kg/person in the province. Following years of decline, recent economic activity has resulted in a sustained increase in per capita solid waste disposal.



Source: CRD Environmental Resource Management

## 2.2b Average residential water consumption



### What is being measured?

This indicator measures the average daily consumption of potable water per capita for residential uses.

### Why is this indicator important?

The RGS aims to minimize the consumption of renewable and non-renewable resources through efficient use and responsible management.

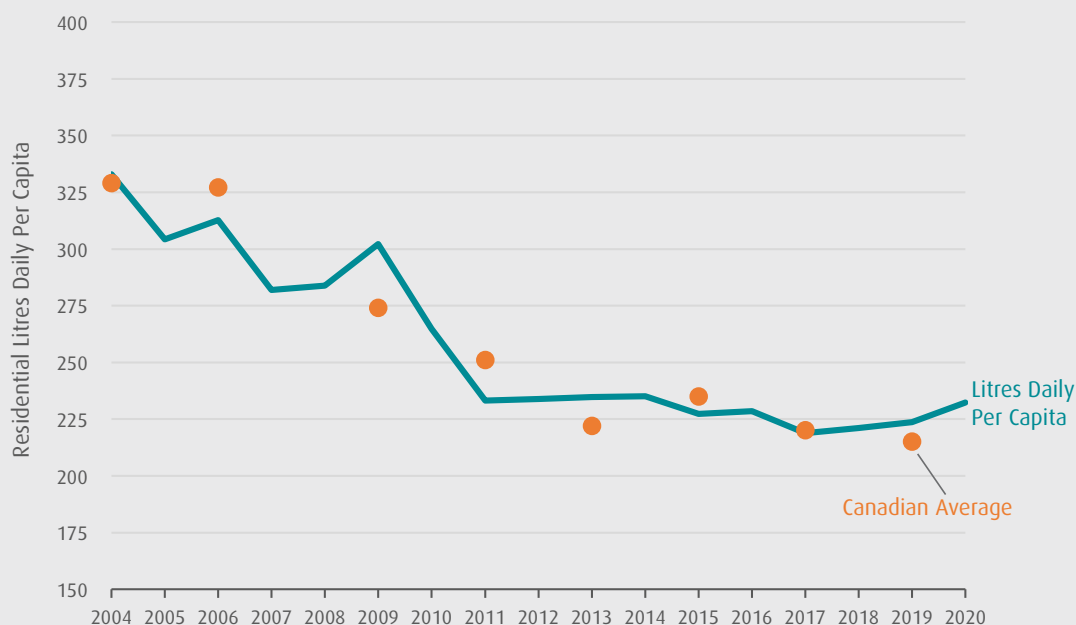
### Target/Desired Trend

Decrease per capita consumption of potable water.

### How are we doing?

Following a sizable reduction in per capita water consumption in the region, rates have stabilized around the Canadian average.

It is expected that the increase in water consumption observed in 2020 is attributable to changed residential water consumption patterns during the COVID-19 pandemic as people spent significantly more time at home due to office, business and facility closures. It is anticipated that average Canadian residential water use increased 10-20% during the pandemic.



Source: CRD Integrated Water Services, 2004-2009 Environment Canada Municipal Water and Wastewater Survey  
2011-2019 Statistics Canada Survey of Drinking Water Plants

### 2.2c Net new dwelling units in East Sooke and Otter Point Official Community Plan (OCP) areas



#### What is being measured?

This indicator measures annual net new dwelling units located in the East Sooke and Otter Point OCP areas of the Juan de Fuca Electoral Area.

#### Why is this indicator important?

The RGS allows for the possible provision of water servicing in East Sooke and Otter Point, and specifies the total number of existing and new units permitted within their Official Community Plans.

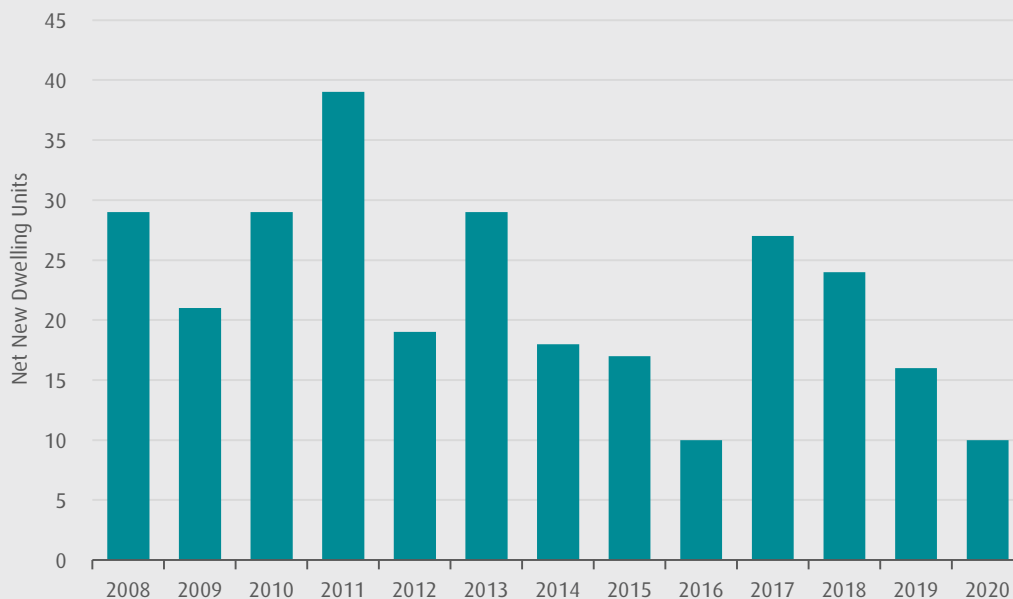
#### Target/Desired Trend

The total number of units in East Sooke and Otter Point is not to exceed 3,384 units. This includes both existing and new units.

#### How are we doing?

We are meeting the target.

As of 2020 there are 1,637 dwelling units in East Sooke and Otter Point. There has been minimal expansion, with an average of 21 net new units per year over the past 10 years.



Source: CRD Building Permit Database

**3.1a Create safe and complete communities****What is being measured?**

This indicator measures the number of people living in complete communities identified by municipalities in their Official Community Plans (OCP).

**Why is this indicator important?**

The RGS supports the development of complete communities that allow residents to undertake many daily activities close to home.

**Target/Desired Trend**

Increase the number of people living in complete communities.

**How are we doing?**

Achieving the desired trend will be different for each municipality as measures of community completeness are context-specific. Trends would be best reported through OCP monitoring.



### 3.2a Reduce core housing need



#### What is being measured?

This indicator measures the percentage of households in core housing need.

A household in core housing need falls below at least one of the housing standards: adequacy (property does not require major repairs); affordability; or suitability (number of bedrooms match household size) *and* it would have to spend 30% or more of its total before-tax income to pay the median rent for housing that is acceptable (meets all three standards).

#### Why is this indicator important?

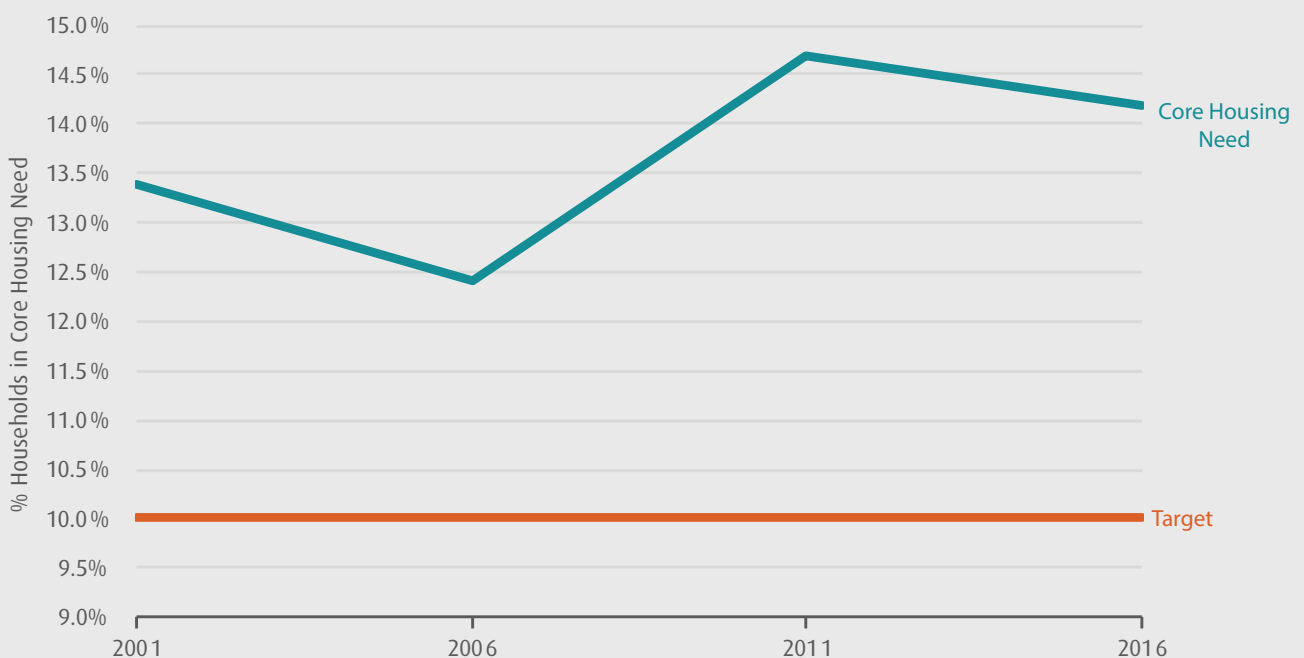
The RGS aims to improve housing affordability.

#### Target/Desired Trend

Reduce percentage of households in core housing need to 10%.

#### How are we doing?

Some progress has been made following a large spike in core housing need in 2011, however, we are far from our target.



Source: Statistics Canada, Census of Population, 2001, 2006 and 2016 and National Household Survey, 2011

### 3.2b Average rent for 2-bedroom apartment



#### What is being measured?

This indicator measures the average cost of 2-bedroom rental housing in the Victoria Census Metropolitan Area.

#### Why is this indicator important?

The RGS aims to improve housing affordability.

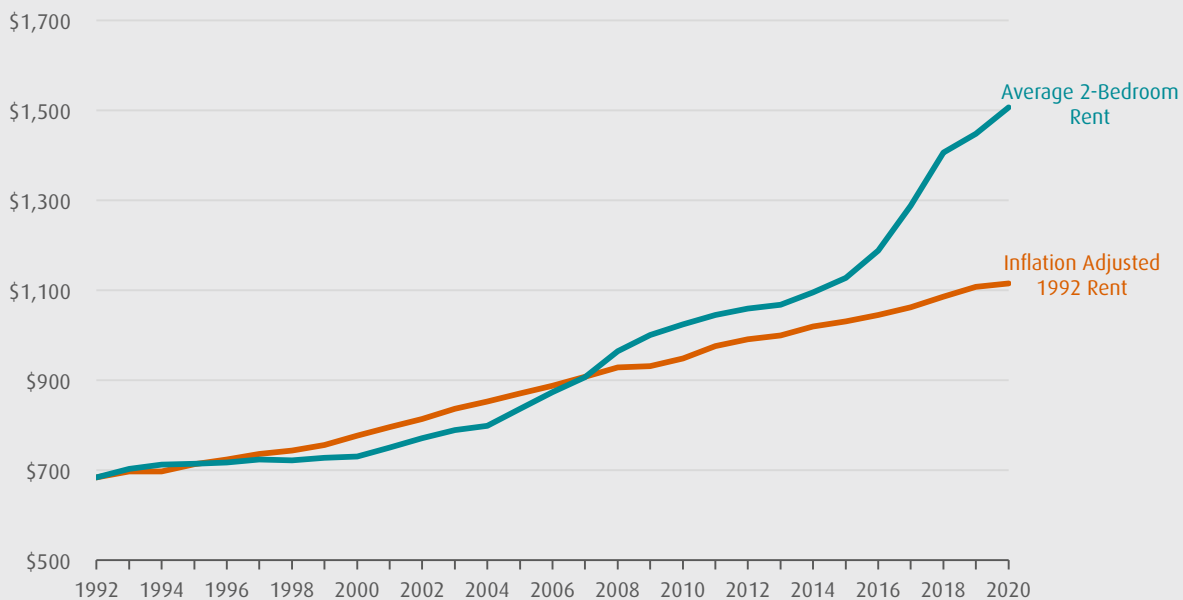
#### Target/Desired Trend

There is no target for the average cost of rental housing, however, cost increases at or below the level of inflation are preferable.

#### How are we doing?

We are currently not meeting the desired trend.

The price of a 2-bedroom rental has outpaced inflation since 2008.



Source: CMHC Rental Market Survey



**3.2c** Vacancy rate by rental price quartiles



**What is being measured?**

This indicator measures the rental vacancy rate by rental price quartiles in the Victoria Census Metropolitan Area over time.

**Why is this indicator important?**

The RGS aims to improve housing affordability in the region. The rental vacancy rate by rental price quartiles is an indicator of housing supply and housing affordability in the region.

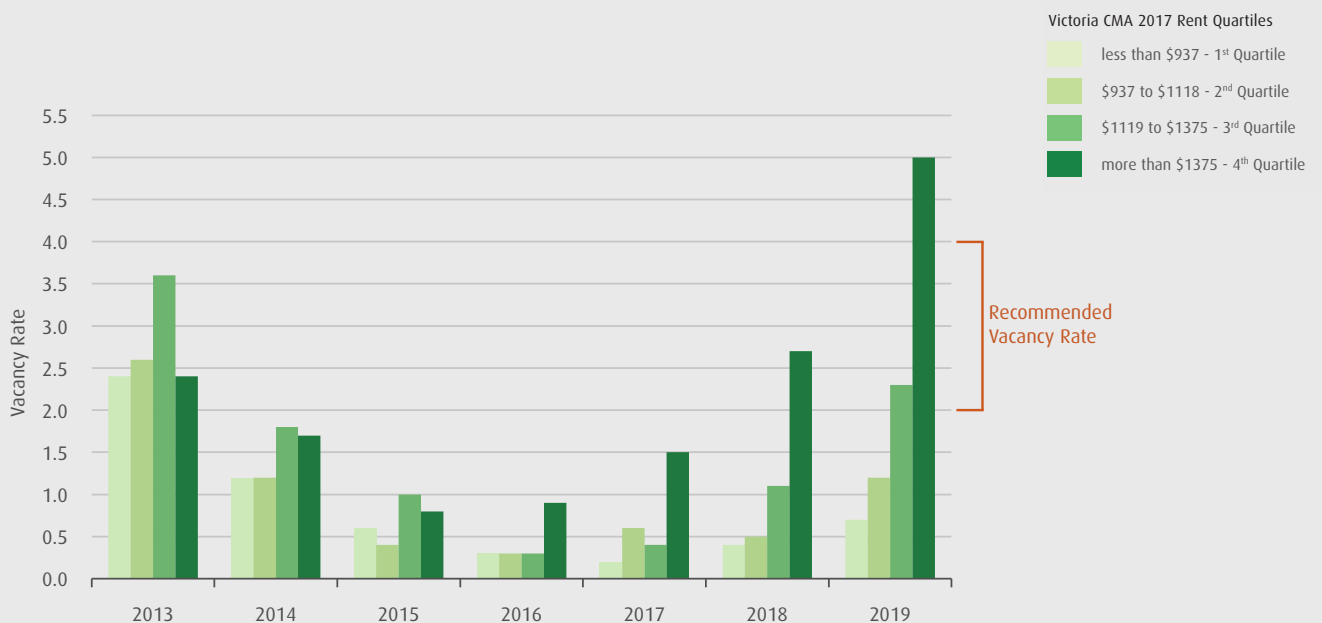
**Target/Desired Trend**

Higher vacancy rates across all prices are preferable. Recommended vacancy rates range between 2-4%.

**How are we doing?**

We are currently not meeting the desired trend.

There has been a general trend of very low vacancy rates in the region, especially at the lower price quartiles. Data from the past three years shows a marginal increase in vacancies, most significantly in units renting for more than \$1,119.



Source: CMHC Rental Market Survey

### 3.2d Increase supply of affordable housing



#### What is being measured?

This indicator measures the cumulative number of subsidized housing units in the Growth Management Planning Area (GMPA) that have a financial relationship with BC Housing. The units include emergency shelters, housing for the homeless, transitional and supported housing and assisted living, independent social housing and rent assistance in the private market.

#### Why is this indicator important?

The RGS aims to increase the supply of affordable housing and to reduce the number of people who are experiencing homelessness.

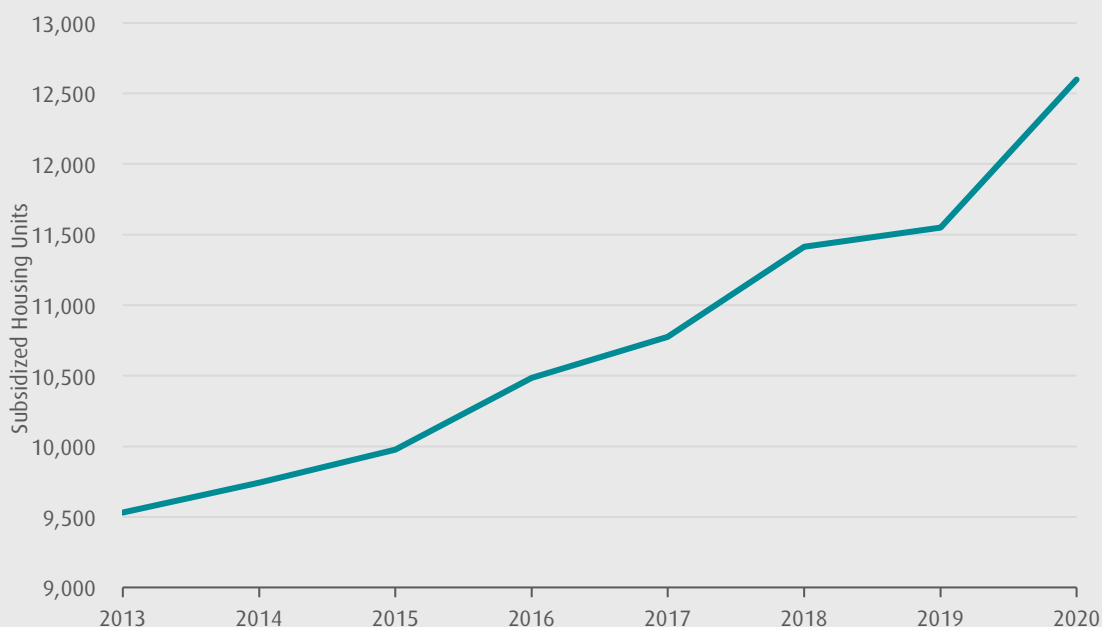
#### Target/Desired Trend

Increase the cumulative number of subsidized housing units that have a financial relationship with BC Housing.

#### How are we doing?

Progress is being made toward the desired trend.

As of March 31, 2020 there were 12,957 subsidized housing units in the GMPA, representing an increase of 1046 units in this reporting period.



Source: BC Housing's Research & Corporate Planning Department Unit Count Report March 2019, 2020, 2021

**4.1a** Percentage of total trips made by walking, cycling and transit in the Growth Management Planning Area (GMPA)



**What is being measured?**

This indicator measures the percentage of total trips made by cycling, walking and transit in the RGS GMPA.

**Why is this indicator important?**

The RGS aims to improve multi-modal connectivity and mobility. Mode share percentages provide the necessary data to track transportation choices over time.

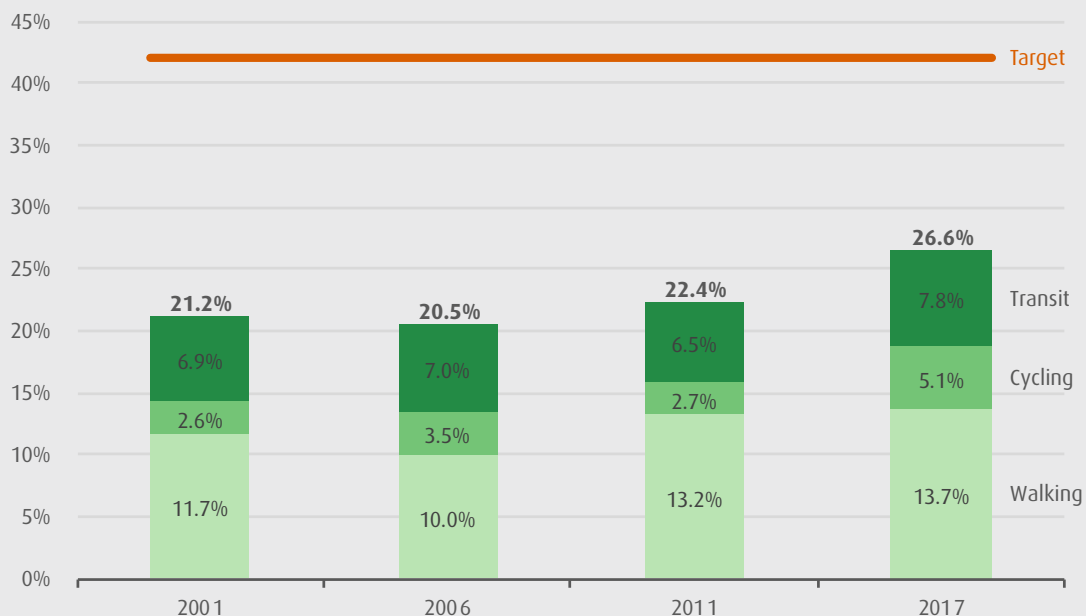
**Target/Desired Trend**

Achieve a transportation system that sees 42% of all trips made by walking, cycling and transit by 2038.

**How are we doing?**

Progress is being made toward the target.

The past three Origin Destination Surveys show steady increases in active transportation and transit mode share over the past decade.



Source: CRD Origin Destination Survey 2001, 2006, 2011, 2017

**5.1a Jobs to population ratio**



**What is being measured?**

This indicator measures the ratio of employment to population in each CRD sub-region.

**Why is this indicator important?**

The RGS aims to realize the region’s economic potential. A balanced distribution of employment and jobs indicates economic opportunities spread across the region.

**Target/Desired Trend**

Achieve a jobs to population ratio of:

- 0.60 in the Core Area
- 0.53 in the Saanich Peninsula
- 0.36 in the West Shore

**How are we doing?**

All three sub-regions have made minor progress towards their targets.



Source: Statistics Canada, Census of population, 2006, 2011, 2016, Place of Residence and Place of Work Tables

### 6.1a Hectares of farmland in the Growth Management Planning Area (GMPA)



#### What is being measured?

This indicator measures hectares of farmland in the GMPA.

#### Why is this indicator important?

The RGS aims to foster a resilient food and agricultural system.

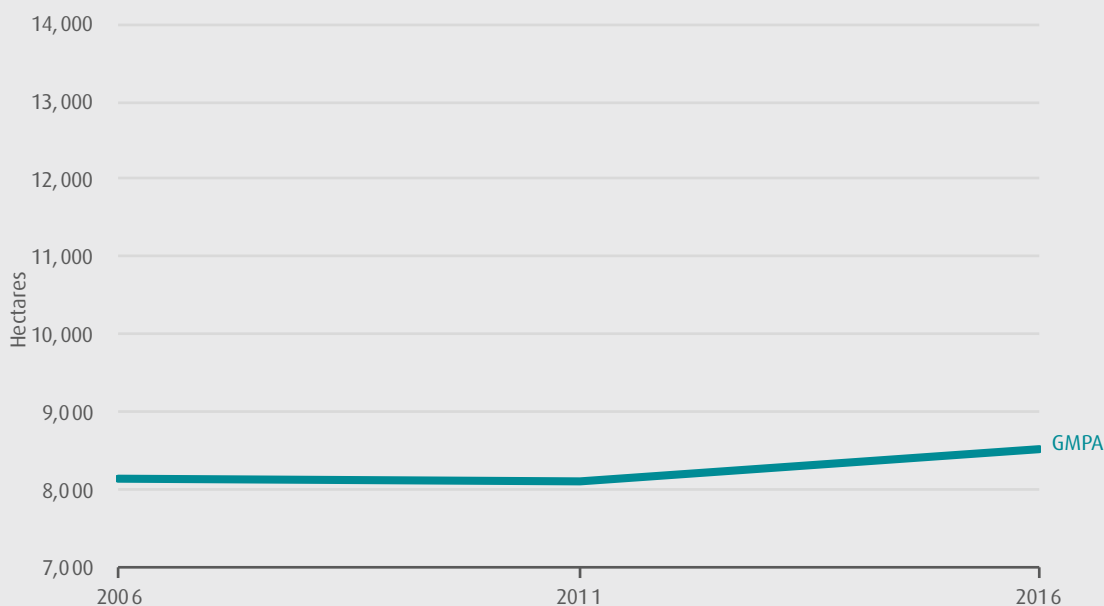
#### Target/Desired Trend

Increase the amount of land in food crop production by 5,000 ha by 2038.

#### How are we doing?

Food systems were a new RGS objective, added in 2018. Data from the 2021 census will be the first opportunity to measure progress toward this target following adoption of this new RGS objective.

The most recent statistics from 2016 show there has been a slight increase in land being used for farming.



Source: Statistics Canada, custom tabulation of Census of Agriculture 2006, 2011, 2016

### 6.1b Average age of farmer



#### What is being measured?

This indicator measures the average age of farm operators.

#### Why is this indicator important?

The RGS aims to foster a resilient food and agricultural system. A higher average age of farmers represents a warning sign for the future of food production in the CRD.

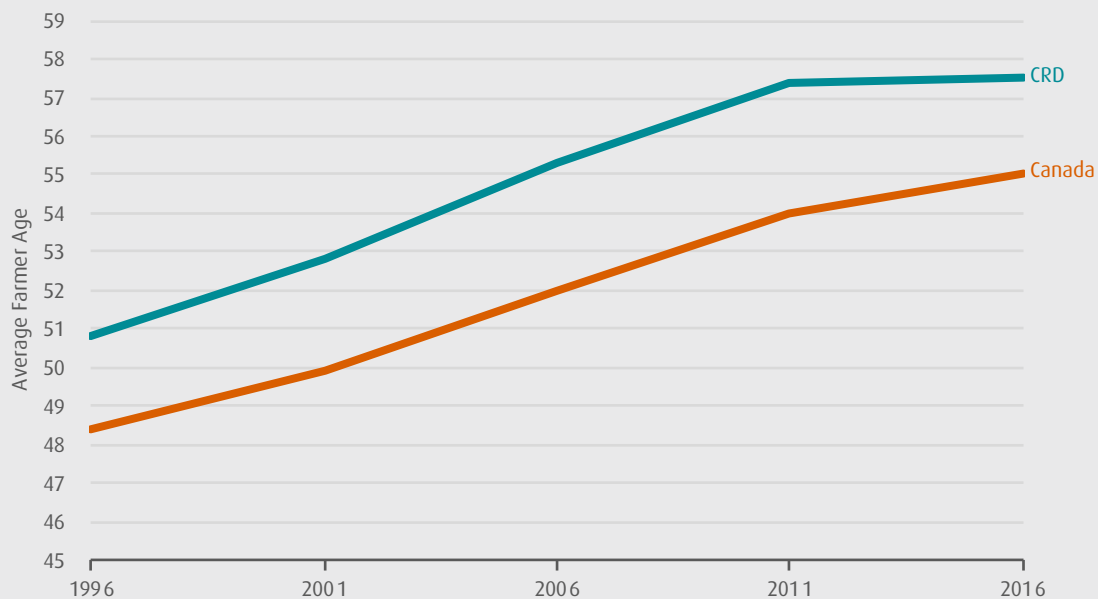
#### Target/Desired Trend

A lower average age of farmers is desirable.

#### How are we doing?

Progress toward this desired trend remains static.

The average age of farmers in the CRD remains higher than the Canadian average but after years of steady increases, in recent years the average age has stabilized.



Source: Statistics Canada, Census of Agriculture 1996, 2001, 2006, 2011, 2016

**7.1a** Community Greenhouse Gas (GHG) emissions



**What is being measured?**

Community GHG emissions.

**Why is this indicator important?**

The RGS aims to significantly reduce community GHG emissions.

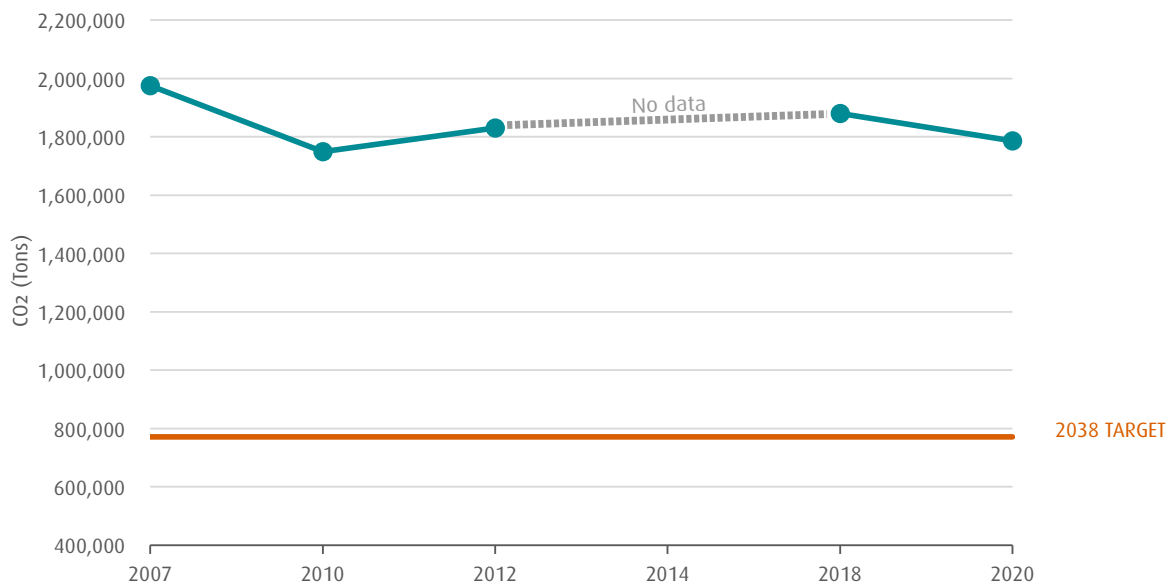
**Target/Desired Trend**

Decrease community GHG emissions by 33% from 2007 levels by 2020 and 61% by 2038.

**How are we doing?**

In 2020, the CRD’s annual GHG emissions totaled 1,785,814 tCO<sub>2</sub>. Representing a 9.6% decline from the 2007 base year GHG emissions, and a 5% decline from 2018. The decline in emission in 2020 over 2018 are largely associated with changes in transportation patterns associated with the COVID-19 pandemic.

On a per capita basis there has been a decline of 23% between 2007 and 2020, which speaks to the efforts by the CRD and CRD local governments to reduce energy consumption and GHG emissions. However, the current trend suggests that we will not meet the target by 2038 unless greater effort is taken.



Source: Capital Regional District 2018 GPC BASIC+ Community Greenhouse Gas (GHG) Emissions Inventory Report







CRD

Making a difference...together



Making a difference...together

**REPORT TO PLANNING AND PROTECTIVE SERVICES COMMITTEE  
MEETING OF WEDNESDAY, NOVEMBER 17, 2021**

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**SUBJECT** Capital Region Emergency Service Telecommunications Inc. (CREST) Service Agreement Renewal

**ISSUE SUMMARY**

The service agreement between the Capital Regional District (CRD) and Capital Region Emergency Service Telecommunications Inc. (CREST) is set to expire on Dec 31, 2021, and requires renewal.

**BACKGROUND**

The CRD has the authority within Bylaw No. 2891, "Capital Regional District Service of Emergency Communications Service Establishment Bylaw No. 1, 2001", to provide an emergency communication service or to make a financial contribution towards the cost of an emergency communication service operated by another person or organization. CREST, under agreement with the CRD, is delivering this service to users within the regional district.

The CRD under Bylaw No. 2893, "CREST Members' Agreement Bylaw No. 1, 2001", entered into a membership agreement with CREST, together with the other partners. Each member, including municipalities, the Provincial Government, and other public agencies hold a single share except the CRD, where the regional district holds three, one for each Electoral Area (EA). The list of members is included in Appendix D.

Each member appoints a representative to the CREST Board of Directors equal to the number of shares held. For the CRD, the appointees represent each EA and are not required to be the elected official. The CREST Board approves the annual operating and capital budgets, appoints the CREST General Manager and approves all other permanent positions.

Within the Member agreement, the "CRD Charge" is capped at the net fees collected under Bylaw No. 2911, Emergency Communications Charge Bylaw No. 1, 2001". The bylaw establishes a fee charged to consumers with active phone lines each month in the region. Currently the rate is set at 66 cents per land phone line per month, commonly referred to as the Call Answer Levy (CAL). Revenue requirements over and above the "CRD Charge" are recovered from members by way of cost sharing. A graphical summary of agreements and the cost sharing methodology is included in Appendix A.

The CRD is billed for the member share of costs for the Electoral Areas and recovers the costs by raising requisition directly from each EA under Bylaw No. 2891.

CAL Revenues vary by year and have been trending down since 2013. The decline in land phone line revenue creates a difference in CREST's revenue requirements. To balance, the CRD has been requisitioning costs over and above the CAL. Historical contributions are included in Appendix B.

Up until 2014, the CRD contribution to CREST equaled net fees collected from the CAL. In 2015 the contribution to CREST exceeded net fees collected and has since been funded regionally, cost apportioned by population.

The expected value of a 5 year renewal agreement exceeds the delegated authority limit to the Chief Administrative Officer.

## **ALTERNATIVES**

### *Alternative 1*

The Planning and Protective Services Committee recommends to the Capital Regional District Board:

That the Chief Administrative Officer be authorized to enter into a new regional service agreement with CREST to provide general emergency radio communications services, with annual contributions limited to inflationary adjustments.

### *Alternative 2*

The Planning and Protective Services Committee recommends to the Capital Regional District Board:

That this report be referred back to staff for additional information.

## **IMPLICATIONS**

### *Service Delivery Implications*

Renewal of the service agreement (Appendix C) will result in continuance of CRD contributions to CREST and in turn, the required operations of an emergency communications service on behalf of the CRD. Service levels and operational oversight are provided by and approved by the CREST Board annually through their planning approval processes.

### *Legislative Implications*

The review by staff identified the fees and charges collected under Bylaw No. 2911 have been lower than the revenue requested by CREST for a number of years and is now trending significantly lower. A review of the service establishment bylaw, fees and charges bylaw and accompanying membership agreement is recommended and will be included in service planning in future years.

### *Financial Implications*

In 2020, CRD contributions equalled 21.6% or \$1,681,602 of total CREST revenue, compared to \$1,262,187 of CAL revenue collected from telephone land lines, resulting in a regional contribution of \$419,415. The 2021 planned contributions under the expiring agreement are \$1,715,234 (a growth of 2% from prior year). With renewal of the service agreement, beginning in 2022, the annual contribution will be adjusted to actual CPI measured within the calendar year by BC Stats.

As included in the 2022 Provisional Plan, CAL revenues are anticipated to be \$1,191,596. Based on renewal of the current agreement with inflation adjustments, the CREST contribution would be

\$1,749,539. The resulting difference is \$557,943. While the annual CRD contribution grows by CPI, the funding difference between CAL and the total CREST contribution grows at a higher rate due to reductions in telephone land line levies. The resulting difference grew by 19.8% in 2021 and 11.0% in 2022.

**CONCLUSION**

The service agreement between the Capital Regional District (CRD) and Capital Region Emergency Service Telecommunications Inc. (CREST) is set to expire on Dec 31, 2021, and requires renewal. The CRD has the authority within Bylaw No. 2891, “Capital Regional District Service of Emergency Communications Service Establishment Bylaw No. 1, 2001”, to provide an emergency communication service or to make a financial contribution towards the cost of an emergency communication service operated by another person or organization. CREST, under agreement with the CRD, is delivering this service to users within the regional district. Renewal of the service agreement will result in continuance of CRD contributions to CREST and in turn, the required operations of an emergency communications service on behalf of the CRD.

**RECOMMENDATION**

The Planning and Protective Services Committee recommends to the Capital Regional District Board:

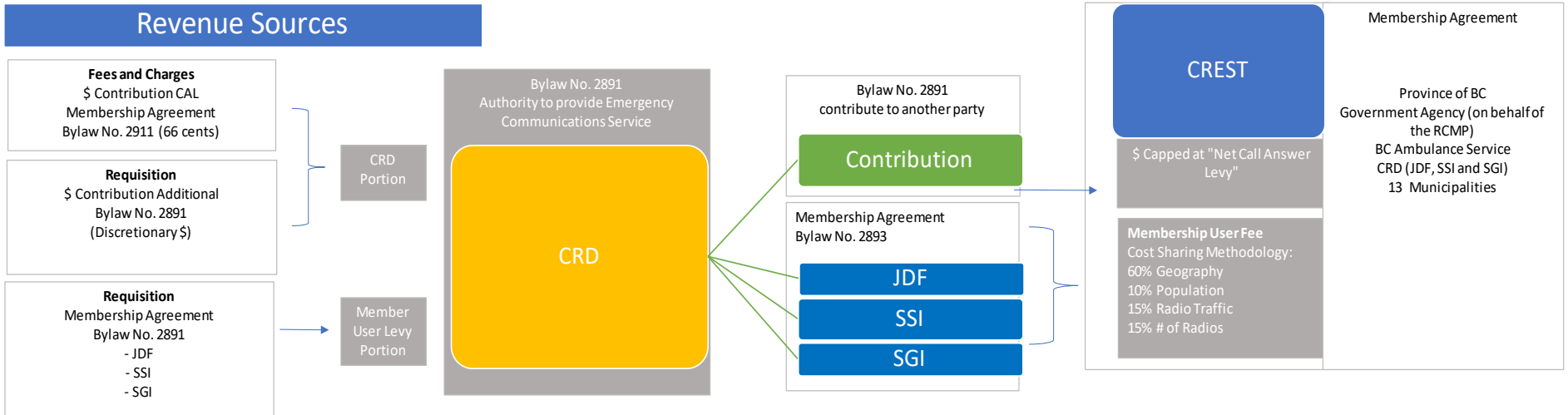
That the Chief Administrative Officer be authorized to enter into a new regional service agreement with CREST to provide general emergency radio communications services, with annual contributions limited to inflationary adjustments.

Submitted by:	Rianna Lachance, BCom, CPA, CA, Senior Manager, Financial Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**ATTACHMENT(S)**

- Appendix A: CREST Relationship Diagram
- Appendix B: Historical Payments to CREST
- Appendix C: Service Agreement between CRD and CREST
- Appendix D: Membership Agreement

CREST Relationship Diagram



## Historical Payments to CREST

Year	Member User Levy			CRD Portion		
	JDF	SGI	SSI	CRD Fees and Charges (net Call Answer)	Additional Contribution	Total CRD Payment
2021	110,982	175,447	139,694	1,113,625	601,609	1,715,234
2020	97,172	157,497	86,785	1,262,187	419,415	1,681,602
2019	95,534	154,659	82,983	1,290,424	358,206	1,648,630
2018	93,388	151,186	81,119	1,313,265	303,035	1,616,300
2017	94,117	148,690	83,204	1,334,624	250,266	1,584,890
2016	92,374	145,374	80,428	1,403,593	16,851	1,420,444
2015	88,552	141,971	78,185	1,372,21	22,529	1,394,746
2014	84,817	138,521	75,819	1,330,917	-	1,330,917
2013	83,790	135,422	72,941	1,386,937	-	1,386,937
2012	83,209	133,387	68,281	1,541,858	-	1,541,858
2011	83,264	132,445	60,902	1,409,460	-	1,409,460

**EMERGENCY COMMUNICATIONS SERVICE AGREEMENT**

(the "Agreement")

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_ 20\_\_

BETWEEN:

**CAPITAL REGIONAL EMERGENCY SERVICE TELECOMMUNICATIONS INC.**  
**110 2944 W Shore Pkwy**  
**Victoria, BC**  
**V9B 0B2**  
**("CREST")**

OF THE FIRST PART

AND:

**CAPITAL REGIONAL DISTRICT**  
**625 Fisgard Street,**  
**Victoria, BC**  
**V8W 2S6**  
**("CRD")**

OF THE SECOND PART

**WHEREAS** the CRD Board has adopted Bylaw No. 2891, the Capital Regional District Emergency Communications Service Establishment Bylaw No. 01, 2001 to establish a service of emergency communications in the service area, including contributing to the cost of an emergency communications service operated by a third party;

**AND WHEREAS** CREST is a non-profit corporation established under the *Emergency Communications Corporations Act*, to provide a unified system of inter-municipal radio and electronic communication services;

**AND WHEREAS** the CRD Board has also adopted Bylaw No. 2893, the CREST Members' Agreement Bylaw No. 1, 2001 authorizing the CRD to hold three shares in CREST and appoint three Directors annually to the CREST Board;

**NOW THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the CRD has requested CREST provide the Services defined herein and the CREST has agreed to provide those Services in accordance with the Agreement, as follows:

**1. INTERPRETATION**

In this Agreement, the following terms have the following meanings:

- (a) "**Service Payment**" means the net monies raised and collected as user fees by the CRD pursuant to Emergency Communications Charge Bylaw No. 01, 2001 (as

amended, re-enacted or replaced) available for disbursement to CREST, and additional payments as determined by the CRD Board.

- (b) **“Service Area”** means the Service Area established under Bylaw No. 2891 “Capital Regional District Emergency Communications Service Establishment Bylaw No. 01, 2001”.

## 2. TERM

- 2.1 The Term of this Agreement will be for a period of five (5) years commencing on January 1, 2022, and continuing until December 31, 2026, unless sooner terminated pursuant to section 5.

## 3. SERVICES

- 3.1 In consideration of the CRD making the payments required under this Agreement and performing its other obligations under this Agreement, CREST will provide and maintain a radio communications system to provide emergency communications and related services for municipalities and the CRD as members of CREST (the **“Services”**).

### 3.2 Inability to Provide Service

Despite any other provision of the Agreement, the CRD acknowledges that CREST is not obliged to provide these Services where its systems are not operational by reason of acts of God, strike, lockout, or other labour dispute, acts of war, terrorism, sabotage or any other causes beyond the reasonable control and not the result of the fault or neglect of CREST.

## 4. PAYMENT MATTERS

### 4.1 Payment Amounts

- (i) The CRD will make an annual contribution to CREST (the “Annual Contribution”) in monthly installments. In 2022 the annual contribution amount will be \$1,715,234 based on the 2021 Board approved contribution (One million, seven hundred and fifteen thousand, two hundred and thirty-four dollars) (the “Base Year Fee”) representing the service payment and an additional contribution.
- (ii) Commencing in 2022, and for each year of the Term thereafter, the Annual Contribution will be adjusted in accordance with the percentage change in the All Items Consumer Price Index for Victoria, British Columbia, published by Statistics Canada (the “CPI”) as calculated in accordance with this section. The Base Year Fee will be multiplied by the yearly percentage change in the CPI since 2021 (the “CPI Adjustment”) and will be added to the Base Year Fee to determine the Annual Contribution for that year.



(iii) If the CPI Adjustment is a negative change for any year in the Term, the Annual Contribution for that year will be the Base Year Fee.

(iv) Any monthly contribution due in the calendar year prior to the annual release of the CPI will be made in the amount of the previous year's monthly installment, and will be reconciled in the monthly payments due for the remainder of that year.

#### 4.2 Taxes

Any sales, use or goods and services taxes arising with respect to the Services will be paid by the CRD.

#### 4.3 Services as Exempt Supply

The parties have determined, acting in good faith, that the Services are an exempt supply under the Excise Tax Act (Canada).

### 5. TERMINATION

#### 5.1 Termination Rights

(i) This Agreement will terminate at the end of the term set out in section 2.1

(ii) CREST will have the right to terminate this Agreement for cause if:

a. The CRD fails to pay any amount under the Agreement when due, or

b. The CRD commits any material breach of its obligations under this Agreement (other than pursuant to subsection 5.1(ii)(a) above) that is not cured to the satisfaction of CREST, acting reasonably, within 120 (one hundred twenty) days after written notice to the CRD describing the material breach in reasonable detail.

(iii) The CRD will have the right to terminate this Agreement immediately for cause if CREST commits any material breach of its obligations under this Agreement that is not cured to the satisfaction of the CRD, acting reasonably, within 120 (one hundred twenty) days after written notice to CREST describing the breach in reasonable detail.

#### 5.2 Obligation Upon Termination

Unless the parties enter into a new Agreement, the parties will cooperate fully with each other to provide for an orderly transition of the Services to a successor service

provider. CREST will continue to provide Services and to be paid for such Services during the period of transition to a successor provider to a maximum of 120 (one hundred twenty) days after the effective date of termination.

## 6. PROTECTION OF PRIVACY

- 6.1 Each party will abide by applicable laws relating to the collection, use and disclosure of personal information or information to which the *Freedom of Information and Protection of Privacy Act* (British Columbia) applies.

## 7. DISPUTE RESOLUTION

### 7.1 Process

If there is any dispute arising out of or relating to this Agreement, then the parties will use reasonable good faith efforts to resolve such dispute, first by direct negotiation and then, if that is not successful, by mediation with a neutral third party mediator acceptable to both parties. Each party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the parties. Any dispute arising out of or relating to this Agreement that is not settled by agreement between the parties within a reasonable time will, on agreement of both parties, be settled by binding arbitration by a single arbitrator. The location of any arbitration proceeding will be in Victoria, British Columbia. The arbitration will be governed by the *Arbitration Act* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia Domestic Arbitration Rules ("Rules"), except that the provisions of this Agreement will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration including each parties own legal fees. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than two (2) months after the arbitrator is selected.

### 7.2 Award Final

The award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court of competent jurisdiction.

## 8. GENERAL PROVISIONS

### 8.1 No Third Party Beneficiaries

Nothing contained in this Agreement will create a duty or liability on the part of CREST, the CRD or their respective directors, officers, members, public officials, employees or agents to any member of the public. There are no third party beneficiaries to this Agreement.

## 8.2 Notices

Any notice required under the terms of this Agreement must be in writing. Any such notice will be deemed delivered:

- (a) on the day of delivery in person;
- (b) ten (10) days after date of deposit by prepaid registered mail, or upon confirmation receipt;
- (c) on confirmation of delivery by courier;
- (d) on the date sent by electronic mail if receipt is confirmed in writing by other party to whom it is directed, set forth below:

Capital Regional District  
625 Fisgard Street  
Victoria, BC V8W 2S6  
Email: \_\_\_\_\_

-And-

CREST  
110 2944 W Shore Parkway  
Victoria, BC V9B 0B2  
Email: \_\_\_\_\_

-Or- to such other address or contact person as that party may notify the other in accordance with this section.

## 8.3 Assignment

The CRD will not have the right to assign, transfer (whether directly or indirectly) or otherwise dispose of any of its interest in all or any part of this Agreement, whether gratuitously or for consideration, without the prior written consent of CREST and any attempt to do so will be void. CREST will have the right at any time to assign, transfer or otherwise dispose of the whole of this Agreement to any subsidiary or affiliate company, provided that the CRD approves the assignment in writing, not to be unreasonably withheld, and the subsidiary or affiliate company assumes all of the obligations of CREST under this Agreement.

## 8.4 Benefit

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

8.5 Entire Agreement

This Agreement constitutes the entire agreement of the parties relating to the Services and supersedes any previous agreement with respect to the Services whether written or verbal.

8.6 Severability

If any provision of this Agreement is held to be unenforceable then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. The parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the parties.

8.7 Waiver

The failure of either party to require the performance of any obligation hereunder, or the waiver of any obligation in a specific instance, will not be interpreted as a general waiver of any of the obligations hereunder, which will remain in full force and effect.

8.8 Relationship of Parties

This Agreement will not create nor will it be interpreted as creating any association, partnership or any agency relationship between the parties.

8.9 Governing Law

This Agreement is governed by, and if interpreted and construed in accordance with the laws applicable in British Columbia.

8.10 Counterpart

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

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

**CAPITAL REGIONAL DISTRICT** by its )  
authorized signatories: )  
)  
\_\_\_\_\_)  
Name )  
)  
)  
\_\_\_\_\_)  
Name )

)  
)  
**CAPITAL REGION EMERGENCY )**  
**SERVICE TELECOMMUNICATIONS INC. )**  
by its authorized signatories: )  
)  
)  
)  
)  
\_\_\_\_\_)  
Name )  
)  
)  
)  
\_\_\_\_\_)  
Name )

**MEMBERS' AGREEMENT  
(First Amendment and Restatement)**

**CAPITAL REGION EMERGENCY SERVICES TELECOMMUNICATIONS  
(CREST)  
INCORPORATED**

**MEMBERS' AGREEMENT**  
**(First Amendment and Restatement)**

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- Schedule E – List of Members



**MEMBERS' AGREEMENT**  
**(First Amendment and Restatement)**

This amended and restated Members' Agreement is made effective \_\_\_\_\_,  
200\_\_.

**AMONG:**

All Members of the Company from time to time

**AND:**

*Capital Region Emergency Service Telecommunications*  
*(CREST) Incorporated*, a company duly incorporated under the  
laws of the Province of British Columbia

(the "**Company**")

**WHEREAS:**

- A. The Company was incorporated under the *Company Act* (British Columbia) for the Purpose (as hereinafter defined);
- B. The Shareholders entered into a Members' Agreement dated April 1, 2001, as amended, (the "**Original Agreement**") to govern their relationship as Members and Shareholders and their respective rights and obligations in their capacity as Members and Shareholders with respect to the operating activities and business dealings of the Company;
- C. As a result of the recognition of the Company under the *Business Corporations Act* and to reflect the current status of the Shareholders, the parties wish to make certain amendments to the Original Agreement; and
- D. The parties wish to enter into this Agreement to amend and restate the terms of the Original Agreement:

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties to this Agreement covenant and agree, each with the other, as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

Where used in this Agreement, the following words and terms shall have the meanings indicated below:

- 1.1.1 “**Additional Purpose**” has the meaning set forth in Section 2.1.1.2 hereof;
- 1.1.2 “**Agreement**” means this agreement and all Schedules attached hereto;
- 1.1.3 “**Articles**” means the articles of the Company as deposited in the Company’s records office under the *Business Corporations Act*, as amended from time to time;
- 1.1.4 “**Authorized Board Expenditure Amount**” means expenditures that total, in the aggregate for a fiscal year of the Company, less than (i) \$400,000 or (ii) such higher amount approved by the Members pursuant to Section 2.4.6 hereof;
- 1.1.5 “**Authorized Capital Budget**” means, at any time, the annual capital budget of the Company for such time that has received all necessary approvals under Section 6.4.2 hereof;
- 1.1.6 “**Authorized Operating Budget**” means, at any time, the annual operating budget of the Company for such time that has received all necessary approvals under Section 6.3.2 hereof;
- 1.1.7 “**BCAS**” means the Emergency Health Services Commission responsible for operating the British Columbia Ambulance Service under the *Health Emergency Act* (British Columbia);
- 1.1.8 “**Board**” means the board of directors of the Company as constituted from time to time;
- 1.1.9 “**Business Corporations Act**” means the *Business Corporations Act* (British Columbia) as from time to time enacted and all amendments thereto and includes the regulations made pursuant thereto;
- 1.1.10 “**Company Services**” means the holding, management and allocation of radio spectra; the provision of radio communications; the management and maintenance of radio systems and related infrastructure and equipment; the provision of emergency disaster communications; the provision of emergency response communications; the provision of emergency management information systems; and the maintenance of management information systems and other technology related to the delivery of emergency services, and any other services permitted by the ECC Act from time to time;
- 1.1.11 “**Confidential Information**” means information having a strategic, economic, or operational value that is not generally known regarding the business, affairs, and operations of the Company or any of the Members whether determined by the ECC Act or otherwise to be property of a Member, and any information whether oral, written or otherwise which is considered of a strategic or confidential nature or which may be withheld from disclosure under applicable privacy laws;

- 1.1.12 “**Contracted User**” means a Person that is not a Member or Potential Member and that enters into a Services Agreement with the Company, for so long as that agreement remains in effect;
- 1.1.13 “**Cost Sharing Formula**” means the cost sharing formula for Company Services set out in Schedule C attached hereto, as amended or replaced from time to time in the manner permitted by this Agreement;
- 1.1.14 “**CRD**” means the Capital Regional District;
- 1.1.15 “**CREST System**” means the wide area radio system operated by the Company, including all rights, properties, infrastructure and equipment related thereto;
- 1.1.16 “**ECC Act**” means the *Emergency Communications Corporations Act* (British Columbia) as from time to time enacted and all amendments thereto and includes the regulations made pursuant thereto;
- 1.1.17 “**Emergency Services Agency**” has the same meaning as set out in the ECC Act;
- 1.1.18 “**Federal Government**” means Her Majesty the Queen in Right of Canada;
- 1.1.19 “**Fund Balance**” means the balance of surplus accumulated from operations by the Company at any particular time that is unrestricted as to its future use;
- 1.1.20 “**General Manager**” means the general manager appointed for the Company from time to time;
- 1.1.21 “**Government Agency**” means an agent of, or a corporation that is wholly owned by, the Provincial Government, the Federal Government, a Municipality or a Regional District;
- 1.1.22 “**Inflation Rate**” means the increase in the Consumer Price Index - All Items for the City of Victoria, British Columbia during the preceding 12-month period ending on September 30 of the applicable year;
- 1.1.23 “**Local Government Act**” means the *Local Government Act* (British Columbia) as from time to time enacted and all amendments thereto and includes the regulations made pursuant thereto;
- 1.1.24 “**Members**” means, collectively, the Shareholders, the RCMP and any Potential Member that becomes a Member in accordance with Section 3.3, for as long as such Shareholder, the RCMP or Potential Member that becomes a Member holds Shares in the Company or as long as its Special User Agreement remains in effect, as applicable, with the current Members on the date of this Agreement as set out in Schedule E hereto;
- 1.1.25 “**Municipality**” means a municipality established pursuant to the *Local Government Act* within the Territory;

- 1.1.26 “**Notice of Articles**” means the notice of articles of the Company as filed with the Registrar of Companies under the *Business Corporations Act*, as amended from time to time;
- 1.1.27 “**Person**” includes a corporation, partnership, party, Municipality, Regional District, Emergency Services Agency, Government Agency, Provincial Government and Federal Government;
- 1.1.28 “**Policing Agreements**” means the agreements between the Federal Government and the Provincial Government pursuant to which the services of the RCMP are provided to Municipalities and areas of provincial jurisdiction;
- 1.1.29 “**Potential Members**” means any Municipality, Regional District or Emergency Services Agency within the Territory, the Provincial Government, the Federal Government and any Government Agency;
- 1.1.30 “**Primary Purpose**” has the meaning set forth in Section 2.1.1.1 hereof;
- 1.1.31 “**Provincial Government**” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister responsible for the *Police Act* (British Columbia);
- 1.1.32 “**Purpose**” means the Additional Purpose and the Primary Purpose as set forth in Section 2.1 hereof;
- 1.1.33 “**Rates**” means the rates assessed by the Company against the Members and payable by them under this Agreement for operating expenses and capital expenditures relating to the Company and the Company Services, as determined pursuant to the Cost Sharing Formula then in effect;
- 1.1.34 “**RCMP**” means Royal Canadian Mounted Police;
- 1.1.35 “**Regional District**” means a regional district under the *Local Government Act*;
- 1.1.36 “**Reserve Fund**” means the amount accumulated and designated for transfer to operations to fund expenditures not provided for in an Authorized Operating Budget or Authorized Capital Budget;
- 1.1.37 “**Services Agreement**” means an agreement between the Company and one or more Contracted Users by which the Company agrees to provide some or all of the Company Services, as such agreement is amended or replaced from time to time;
- 1.1.38 “**Shareholder**” means those Persons who hold Shares of the Company from time to time, as recorded in the Company’s minute book, with the current Shareholders on the date of this Agreement as set out in Schedule D hereto;

1.1.39 “**Special User Agreement**” means an agreement between a federal Government Agency, including the RCMP, and the Company, as amended from time to time; and

1.1.40 “**Territory**” means the geographic area within which a Company Service is or is capable of being provided by the CREST System to a Member or to any Person contracting with the Company at a particular point in time.

## **1.2 QUANTITY AND GENDER**

In this Agreement, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine, or neuter gender.

## **1.3 HEADINGS AND CAPTIONS**

The headings and captions of articles, sections, and paragraphs in this Agreement have been inserted for convenience of reference only and such headings and captions are not a part hereof and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions hereof.

## **1.4 SEVERABILITY**

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be severed from this Agreement in such jurisdiction and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

## **1.5 ACCOUNTING TERMINOLOGY AND PRINCIPLES**

All accounting terms not specifically defined herein shall be construed in accordance with the Handbooks of the Canadian Institute of Chartered Accountants and its Public Sector Accounting Board (PSAB) as appropriate, and financial reporting shall be in accordance with Canadian generally accepted accounting principles (GAAP).

## **1.6 RECITALS AND SCHEDULES**

The recitals set forth in this Agreement are true and correct and are deemed to be a part of this Agreement and the Schedules identified below (and any other supplementary schedules, appendices, or exhibits referred to in such Schedules) are hereby incorporated by reference and made a part of this Agreement as fully as if they were set forth in full. The Schedules are identified as follows:

- Schedule A – Articles of the Company
- Schedule B – Agreement to be Bound
- Schedule C – Cost Sharing Formula for Company Services
- Schedule D – List of Shareholders
- Schedule E – List of Members

## 2. THE COMPANY

### 2.1 PURPOSE OF THE COMPANY

2.1.1 The Company has been incorporated for, and will be operated for the following:

2.1.1.1 the provision of emergency communications and related services to its Members (the “**Primary Purpose**”); and

2.1.1.2

(a) the provision of communication and related services, for public safety and public service, to Municipalities, Regional Districts, Emergency Services Agencies, the Provincial Government, the Federal Government, Governmental Agencies, BCAS and the RCMP, whether or not they are Members; and

(b) any other purpose prescribed by regulation under the ECC Act for the Company from time to time;

(collectively, the “**Additional Purpose**”), all in the interests of civic improvement and for the benefit of the public residing within the Territory.

2.1.2 Pursuant to the Purpose, the Company shall provide Company Services to its Members; provide related administrative and technical services; own, hold or lease and manage any property and equipment forming part of the CREST System; and provide technical and other related services and expertise of the Company to other persons.

### 2.2 ARTICLES OF THE COMPANY

The Articles of the Company are in the form appended as Schedule A hereto.

### 2.3 SHARE STRUCTURE

The share capital of the Company consists of 500 common shares without par value.

### 2.4 VOTES BY MEMBERS ON EXTRAORDINARY ITEMS

In addition to any approvals required by the Shareholders pursuant to the *Business Corporations Act* or the Articles, the Company shall not undertake any of the following without the prior approval of at least two-thirds of the Members:

2.4.1 the winding up or dissolution of the Company under Article 9 hereof;

2.4.2 the admission of Members and the allotment of Shares to such Members;

- 2.4.3 any amendment to Section 4.2 hereof relating to the nomination or election of directors;
- 2.4.4 any amendment to the Purpose;
- 2.4.5 the approval of:
  - 2.4.5.1 any annual operating budget for the Company under Section 6.3.2 hereof or any annual capital budget for the Company under Section 6.4.2 hereof; or
  - 2.4.5.2 any amendment to an Authorized Operating Budget under Section 6.3.3 hereof or any amendment to an Authorized Capital Budget under Section 6.4.3 hereof,that will increase the total Rates charged to Members by more than two times the Inflation Rate from those charged in the previous year's Authorized Operating Budget or Authorized Capital Budget, as applicable;
- 2.4.6 any increase in the Authorized Board Expenditure Amount;
- 2.4.7 any expenditure that is not provided for in an Authorized Operating Budget or an Authorized Capital Budget and that exceeds the Authorized Board Expenditure Amount;
- 2.4.8 the approval of all contracts for services to be provided to the Company that require payments thereunder for any fiscal year of the Company that exceed the Authorized Board Expenditure Amount;
- 2.4.9 any transfer to operations from Fund Balance or the Reserve Fund that exceeds the Authorized Board Expenditure Amount;
- 2.4.10 any borrowings of the Company that exceed the Authorized Board Expenditure Amount; and
- 2.4.11 any amendment to the Cost Sharing Formula, provided that such two-thirds approval must include the affirmative vote of those Members who would be obligated to pay not less than 50% of the costs of Company Services in accordance with the amended Cost Sharing Formula.

## **2.5 ACQUISITION OF AND HOLDING OF SPECTRA**

- 2.5.1 Subject to the applicable federal legislation, a Member hereby assigns or transfers to the Company or consents to the assignment or transfer to the Company of all licences and authorities for radio spectra held by the Member that are related to the Company Services which the Company provides to the Member, such assignment or transfer to be effective at such time as required by the Company.

2.5.2 The Company hereby declares that it holds or will hold all radio spectra acquired by it, whether as acquired as contemplated in Section 2.5.1 hereof or otherwise, to be used for the benefit of Members and other Persons as contemplated herein.

2.5.3 If the Company is to be dissolved for any reason, the Company will use its best efforts at its own expense to restore to each Member, licences and authorities for radio spectra comparable to those assigned to or transferred to the Company by each Member, subject to applicable federal legislation.

## **2.6 USE OF RADIO SPECTRA**

The Board may establish rules and regulations for the use of the radio spectra held by the Company.

## **2.7 OWNERSHIP OF EQUIPMENT**

The Members acknowledge that all equipment forming part of the CREST System shall be owned by the Company including all equipment assigned for the exclusive use by a particular Member, and that the Board may establish rules for the use and holding of such equipment.

## **2.8 AGREEMENT NOT TO USE PROPERTY**

Each Member that is a Municipality or a Regional District hereby agrees that in the event of an emergency, disaster or other similar occurrence within its jurisdiction, it will not use any powers or authorities which it may have, by statute or otherwise, to acquire and use, in any manner other than as specifically set forth in this Agreement, any of the property and assets of the Company.

## **3. SHAREHOLDERS, MEMBERS, ADDITIONAL MEMBERS AND CONTRACTED USERS**

### **3.1 CURRENT SHAREHOLDERS**

The Shareholders as at the date of this Agreement are listed in Schedule D hereto.

### **3.2 CURRENT MEMBERS**

The Members as at the date of this Agreement are listed in Schedule E hereto.

### **3.3 ADDITIONAL MEMBERS**

3.3.1 The Board may issue one or more shares of the Company (each, a “**Share**”) to a Potential Member, if the Board determines that the Potential Member has a role in fulfilling the Purpose and that the provision of the Company Services to that Potential Member would be for the benefit of the public, provided that:



3.3.1.1 the CREST System and the Company have sufficient capacity to provide the Company Services to the Potential Member without any significant impairment to the Company Services then being provided to the Members;

3.3.1.2 the Potential Member enters into and agrees to be bound by the terms of this Agreement by execution of an agreement substantially in the form of Schedule B hereto; and

3.3.1.3 the Potential Member pays the applicable subscription price for such Share,

and upon the issue of Share hereunder, that Potential Member shall become a Member and a Shareholder.

3.3.2 The Board may admit a Potential Member that is a federal Government Agency as a Member if that Potential Member is prohibited by law from holding a Share and if the Board determines that the Potential Member has a role in fulfilling the Purpose and that the provision of the Company Services to that Potential Member would be for the benefit of the public, provided that:

3.3.2.1 the CREST System and the Company have sufficient capacity to provide the Company Services to the Potential Member without any significant impairment to the Company Services then being provided to the Members; and

3.3.2.2 the Potential Member enters into and agrees to be bound by the terms of this Agreement by execution of a Special User Agreement in a form acceptable to the Company,

and upon the execution of the Special User Agreement by both the Potential Member and the Company, that Potential Member shall become a Member.

3.3.3 All Shares shall be issued at a price of \$10.00 each.

3.3.4 If a Member that executed a Special User Agreement subsequently becomes a Shareholder under Section 3.3.1, then that Special User Agreement shall terminate effective upon the date that the Member becomes a Shareholder, and that Member hereby agrees to execute and deliver all documents necessary or desirable in the opinion of the Company in order to give effect to such termination.

### **3.4 EFFECT OF BEING A MEMBER**

Upon a Member acquiring a Share or executing a Special User Agreement, that Member shall have agreed to use the Company for the Company Services and to fulfill its financial obligations with respect to those Company Services, when those Company Services can be provided by the Company.

### **3.5 CONTRACTED USERS**

Subject to Sections 4.10.9 and 4.11.3 hereof, the Company may enter into a Services Agreement with one or more Contracted Users if:

- 3.5.1 the Contracted User(s) has a role in fulfilling the Purpose;
- 3.5.2 the provision of the Company Service or Services to that Contracted User(s) would be for the benefit of the public; and
- 3.5.3 the Board determines that the Company has sufficient capacity to provide the Company Service(s) being requested by the Contracted User(s) without any significant impairment to the Company Services then being provided to Members, and anticipated to be provided to Members during the term of the Services Agreement.

At a minimum, the Services Agreement should provide for full recovery of any incremental costs incurred by the Company in providing the Contracted Service(s).

## **4. BOARD OF DIRECTORS**

### **4.1 COMPOSITION OF BOARD**

The Company shall have a Board comprised of not less than three nor more than twenty-five directors, with the actual number of directors as determined by the Shareholders as hereinafter provided.

### **4.2 NOMINATION AND ELECTION OF DIRECTORS**

4.2.1 Each Member on the date of this Agreement shall be entitled to nominate as a director one individual for each share in the Company held by it, provided that:

4.2.1.1 the CRD must nominate one individual to represent each of:

- (a) Southern Gulf Islands Electoral Area,
- (b) Salt Spring Island Electoral Area, and
- (c) Juan de Fuca Electoral Area;

4.2.1.2 the individual nominated as a director by BC Transit from time to time must be approved by the Provincial Government; and

4.2.1.3 the individual nominated as a director by the RCMP or by the Government Agency on behalf of the RCMP, as applicable, from time to time must be approved by the Police Service Branch of the Provincial Government.

4.2.2 No Potential Member that becomes a Member after the date of this Agreement shall have the right under this Agreement to nominate an individual for election as a director, except as otherwise authorized by the Board.

4.2.3 The Shareholders agree to vote their Shares to elect as directors the individuals nominated pursuant to Sections 4.2.1 and 4.2.2.

#### **4.3 VACANCIES ON BOARD**

Any vacancies on the Board created by an individual nominated under Section 4.2.1 shall be filled by an individual nominated by the Member that nominated the individual who is no longer a director.

#### **4.4 NO RESTRICTIONS ON AFFILIATION TO MEMBERS**

Directors may be appointed or elected officials from a Member or may be individuals with no affiliation to a Member.

#### **4.5 REMUNERATION FOR DIRECTORS**

Directors shall be entitled to fees for acting as a director of the Company, as determined in an Authorized Operating Budget. All directors may be paid reasonable expenses thereof incurred when acting as directors.

#### **4.6 QUORUM AT DIRECTORS' MEETINGS**

The quorum for all meetings of the Board shall consist of a majority of the directors. Meetings of the Board shall be held in accordance with the Articles of the Company and as herein provided.

#### **4.7 EXECUTIVE MEMBER OF THE BOARD**

The General Manager of the Company shall be an executive member of the Board and as such shall be entitled to be present at all meetings of the Board and to take part in all discussions at meetings of the Board but shall not have any right to vote at any such meeting. The Secretary of the Company shall send notice of all meetings of the Board to such executive member, including all materials provided to the directors, at the same time and in the same manner as notice is provided to such directors.

#### **4.8 REMOVAL OF DIRECTOR**

The Members shall not otherwise vote to remove a director unless the Member that nominated such director agrees to such director's removal.

#### **4.9 MEETINGS OF THE BOARD**

4.9.1 At least four meetings of the Board shall be held in each calendar year, such meetings to be held on a quarterly basis. Meetings of the Board may also be

called by the Chair of the Board, by the Chair's initiative or if requested by the General Manager. If the General Manager shall request in writing to the Chair of the Board that a meeting of the Board be called, the Chair shall convene a meeting of the Board to be called and held within one month or such other period as is reasonably practicable, of such request; provided however that if such meeting is of a material or emergency nature, the Chair shall convene the meeting of the Board within two weeks of such request.

- 4.9.2 The Chair of the Board shall have a second or casting vote at any meetings of the Board or of the Members.
- 4.9.3 The Secretary of the Company shall give each director and the General Manager, at least 7 days notice of each meeting of the Board and a reasonable description of the matters to be discussed at such meeting, except that failure to receive notice or adequate notice shall not invalidate the proceedings of any meeting if each director gives to the Company, before or after the meeting, a signed waiver of such notice. Notwithstanding the foregoing, notice of any meeting may be waived by consent in writing of all directors.
- 4.9.4 Except as provided in this Section or otherwise by applicable law, all meetings of the Board shall be open to the public. Matters of a confidential nature will be considered by the Board in a separate, closed, or *in camera*, meeting. Any director, including the Chair, will have the right to bring a motion for the Board to consider a matter at an *in camera* meeting.

#### **4.10 BOARD DUTIES**

The Board will, subject to the terms of this Agreement, supervise the general management of the business and affairs of the Company to ensure compliance with the Purpose and otherwise, with the authority to overview the general management of the Company, and supervise and give direction to the General Manager in accordance with the Articles, the *Business Corporations Act*, the ECC Act and this Agreement. Notwithstanding the generality of the foregoing, the Board shall be responsible for the following:

- 4.10.1 the appointment of the General Manager and the approval of the contract of employment for the General Manager, including terms and conditions of employment, provided that any contract shall provide for earlier termination by the Board and shall be renewable at the discretion of the Board;
- 4.10.2 the establishment of the duties and authority of the General Manager;
- 4.10.3 subject to Section 2.4.5 hereof, as applicable, the approval of the Authorized Operating Budget, as provided in Section 6.3;
- 4.10.4 subject to Section 2.4.5 hereof, as applicable, the approval of the Authorized Capital Budget, as provided in Section 6.4;

- 4.10.5 subject to Section 2.4 hereof, as applicable, the approval of any transfer to operations from the Fund Balance or the Reserve Fund;
- 4.10.6 the approval of the establishment of a base number of permanent positions within the Company and any increase to that base number of permanent positions thereafter;
- 4.10.7 subject to Section 2.4.5 hereof, as applicable, the establishment of Rates substantially in accordance with the Cost Sharing Formula;
- 4.10.8 the determination and approval of all long term operating and capital plans and related borrowings of the Company;
- 4.10.9 the approval of all Services Agreements and in this regard the Board shall consider the Purpose and shall comply with the requirements of Sections 3.5 and 4.11.3 hereof; and
- 4.10.10 the approval of the unaudited quarterly financial statements received pursuant to Section 6.2.1 hereof and the audited annual financial statements received pursuant to Section 6.2.2 hereof.

#### **4.11 APPROVALS BY THE BOARD**

All decisions taken by the Board shall be deemed to have been approved only if passed by the affirmative vote of a majority of the directors present at the meeting of the Board, except for the following matters which shall be deemed to have been approved only if passed by the affirmative vote of not less than two-thirds of the directors present at the meeting:

- 4.11.1 the issuance of any Shares;
- 4.11.2 the entering into, amendment or termination of any Special User Agreement; and
- 4.11.3 the entering into, amendment or termination of any Services Agreement.

#### **4.12 REFERRAL TO MEMBERS**

- 4.12.1 Notwithstanding the terms of Section 4.11 hereof but subject to Section 4.12.4 hereof, if a majority of the directors present at a meeting determine that a matter should be presented to the Members for their approval and determination, such directors may, if they give notice in writing (the “**Notice**”) to the General Manager within two business days after the meeting of directors in which that matter was discussed and voted upon, require that the matter to be presented to the Members at a general meeting called for that purpose.
- 4.12.2 The General Manager shall upon receipt of the Notice advise the Chair of the Board and all directors of the receipt of the Notice and shall forthwith, within two

business days, call a meeting of the Members, such meeting to be held not more than one month after the giving of notice thereof.

4.12.3 If any matter referred to Members pursuant to Section 4.12.1 hereof is not approved by the Members at that meeting, that matter may not again be referred to Members pursuant to the provisions of this Section 4.12 hereof.

4.12.4 No matter that has been submitted to the Members for approval pursuant to Section 2.4 hereof shall be referred to the Members under Section 4.12.1 hereof during the same fiscal year of the Company without the approval of at least two-thirds of the directors present at the meeting at which the referral of that matter is considered.

#### **4.13 REPORTING BY DIRECTORS**

A director who is elected pursuant to Section 4.2.1 hereof shall not be subject to any restriction imposed by the Company with respect to any reporting on matters conducted at meetings of the Board to the Member that nominated that director.

### **5. MANAGEMENT OF THE COMPANY**

#### **5.1 OFFICERS**

The Company may have such officers as determined by the Board and will have at least four officers including a Chair of the Board, a Vice-Chair of the Board, the General Manager and a Secretary.

#### **5.2 SPECIFIC DUTIES OF OFFICERS**

5.2.1 The Chair of the Board, if present, shall chair meetings of the Board and of the Members. The Chair of the Board shall be a member of the Board and shall be elected by the Directors.

5.2.2 The Vice-Chair of Board shall be vested with all the powers and shall perform all the duties of the Chair of the Board in the absence or inability or refusal to act of the Chair. The Vice-Chair shall have such other powers and shall perform such other duties as may from time to time be assigned by the Board. The Vice-Chair of the Board shall be a member of the Board and shall be elected by the Directors.

5.2.3 The General Manager shall be the general manager of the Company. Subject to the general supervision and direction of the Board, the General Manager shall be responsible for the general supervision, management and control of the operations of the Company on a day-to-day basis. The General Manager shall, in fulfilling such duties, operate within the Purpose to provide the Company Services.

5.2.4 Within the constraints of the Authorized Budget and the Authorized Capital Budget, and subject to any determination of the Board or the Members, the

General Manager shall implement the decisions as so determined. Notwithstanding the generality of the foregoing, the General Manager will:

- 5.2.4.1 manage the operations of the Company to meet the requirements of the users within the Purpose;
- 5.2.4.2 be responsible for the hiring and termination of staff for the Company;
- 5.2.4.3 prepare and submit an annual operating budget and a capital budget for the approval by the Board or Members, as the case may be;
- 5.2.4.4 prepare and deliver following approval of the Board, an annual report to the Members and to the Minister under the ECC Act within the time as required thereunder;
- 5.2.4.5 request proposals for delivery of services to the Company, analyze such proposals and submit recommendations on such proposals to the Board for approval, if such approval is required;
- 5.2.4.6 ensure proper record keeping of books and records for the Company as required by law or by the Board; and
- 5.2.4.7 monitor compliance with the Articles, the *Business Corporations Act*, the ECC Act and the Agreement by the Members, the Board and the officers.

The General Manager shall report to the Board, and will be an executive member of the Board as set forth in Section 4.7 hereof.

- 5.2.5 The Secretary shall prepare the agenda for all meetings of the Members and the Board and shall draw up minutes of such meetings and shall be responsible for the safekeeping of the books and records of the Company.

### **5.3 VACANCY OF OFFICE**

Any vacancy of office caused by the resignation, removal, death or incapacity of an officer shall be filled by appointment of the Board.

### **5.4 SIGNING AUTHORITY**

The authorized signing officers of the Company in respect of legal documents or any bank or other financial institution or the opening of any corporate bank accounts shall be as determined by the Board.

### **5.5 AUDITORS**

The Members shall appoint the auditors of the Company from time to time.

## **5.6 FINANCIAL YEAR END**

Until changed by an ordinary resolution of the Shareholders, the financial year-end of the Company shall be December 31.

## **6. FINANCIAL MATTERS AND RECORDS**

### **6.1 BOOKS AND RECORDS**

The Company shall keep books of account and records in accordance with Canadian generally accepted accounting principles and furnish to each Member copies of such accounting reports and financial statements as herein provided.

### **6.2 FINANCIAL STATEMENTS**

The General Manager shall cause to be delivered to each member of the Board and to the Members the following financial statements, prepared in accordance with Canadian generally accepted accounting principles:

- 6.2.1 as soon as available and in any event, within 30 days after the end of each quarter of each fiscal year, an unaudited balance sheet of the Company as of the end of such quarter, the statements of financial activities and fund balances for the quarter then ended and, if applicable, the six-month period or nine-month period of such fiscal year then ended, with projections to year-end compared to the Authorized Operating Budget and Authorized Capital Budget; and
- 6.2.2 as soon as available and in any event, within 120 days after the end of each fiscal year, the audited balance sheet of the Company as of the end of such fiscal year and the statements of financial activities and fund balances and changes in financial position for the fiscal year then ended, all accompanied by an opinion of the Company's auditors.

### **6.3 AUTHORIZED OPERATING BUDGET**

- 6.3.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the General Manager shall submit to the Board for its review and approval, a proposed annual operating budget for such fiscal year which will show the revenues and expenses for the day to day operations of the Company and the Rates to be charged to Members for the year.
- 6.3.2 The proposed annual operating budget for a fiscal year shall be approved by the Board following the steps in Section 6.3.1 hereof, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that:
  - 6.3.1.1 the Board shall recognize the Purpose; and



6.3.1.2 no annual operating budget that requires approval by the Members under Section 2.4.5 hereof will be an Authorized Operating Budget until such approval has been obtained.

6.3.3 Subject to Section 2.4.5, the Board may amend an Authorized Operating Budget from time to time.

## **6.4 AUTHORIZED CAPITAL BUDGET**

6.4.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the General Manager shall submit to the Board for its review and approval, a proposed annual capital budget for such fiscal year which will provide for all capital expenditures to be made for the Company for that year and any long term capital plans or proposed capital expenditures and borrowings for any subsequent years.

6.4.2 The proposed annual capital budget for a fiscal year shall be approved by the Board following the steps in Section 6.4.1 hereof, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that:

6.4.1.1 the Board shall recognize the Purpose; and

6.4.1.2 no annual capital budget that requires approval by the Members under Section 2.4.5 hereof will be an Authorized Capital Budget until such approval has been obtained.

6.4.2 Subject to Section 2.4.5, the Board may amend an Authorized Capital Budget from time to time.

## **7. FUNDING BY MEMBERS**

### **7.1 RATES FOR COMPANY SERVICES**

The Members hereby agree that the Rates to be assessed by the Company for Company Services against the Members and payable by the Members for Company Services shall be established by the Board substantially in accordance with the Cost Sharing Formula and that no amendment will be made to the Cost Sharing Formula except in the manner provided in Section 2.4.11 hereof.

### **7.2 OBLIGATION TO PAY**

7.2.1 Each Member hereby agrees to pay all Rates assessed and charged to it by the Company. Rates shall be payable quarterly in advance upon invoicing by the Company.

- 7.2.2 Notwithstanding the foregoing, it is understood that the Provincial Government will not pay any amounts except as billed directly by the RCMP for Company Services for all services provided under the Policing Agreements.
- 7.2.3 If a Municipality that is a Member receives its policing services through the RCMP pursuant to a Policing Agreement, then such Member hereby acknowledges that the RCMP may be assessed Rates by the Company to cover Company Services as part of the policing services provided to that Municipality, and that Member agrees to pay to the RCMP all amounts charged by the RCMP in respect of that Municipality.

### **7.3 APPROPRIATION FOR PROVINCIAL GOVERNMENT**

Any obligation of the Provincial Government to pay money under this Agreement is subject to an appropriation being available in the fiscal year of the Provincial Government during which the payment becomes due.

## **8. RESTRICTIONS ON MEMBERS' TRANSFERS**

### **8.1 RESTRICTIONS ON TRANSFER OF SHARES**

- 8.1.1 Each of the Members agrees that it will not sell, transfer, assign, mortgage, pledge, charge, hypothecate, encumber, alienate or otherwise dispose of, create a security interest in, grant an option on, or cease to be the holder of any Shares of the Company, or any right or interest therein at any time now or hereinafter held or owned by or for them (any one of such actions being herein called a "transfer"), except that if a Municipality is amalgamating with another Municipality, then the Shares of the amalgamating Municipalities will be cancelled and one new Share will be issued in the name of the new amalgamated Municipality, upon that new Municipality executing an agreement substantially in the form of Schedule B hereto, or except as otherwise approved by the Board.
- 8.1.2 Any actual, attempted or purported transfer by any Member of all or any part of its Share that does not comply with the provisions of this Agreement shall be void and of no effect.

## **9. WINDING UP OR DISSOLUTION**

### **9.1 WINDING UP OR DISSOLUTION**

If alternate sources are available for all of the services equivalent to the Company Services then being provided to the Members, and if adequate provision is made for the payment of all outstanding debts and liabilities of the Company and the consent of any major lenders to such winding up or dissolution is obtained, if such consent is required under the terms of any lending agreement with the Company, then the Shareholders may resolve under Section 2.4.1 hereof to wind up or dissolve the Company and to dispose of the property, equipment and assets of the Company as provided in this Agreement.

## 9.2 DISPOSITION OF PROPERTY

In the event of a winding up or dissolution of the Company pursuant to Section 9.1 hereof, the property, equipment and assets owned and leased by the Company shall be disposed of in the following manner and the Members shall vote to dispose of the property, equipment and assets in the following manner.

- 9.2.1 all property, equipment or assets owned or leased by the Company and assigned for the exclusive use of any one Member (the “**Purchasing Party**”) may be purchased from the Company by the Purchasing Party at the fair market value thereof. The General Manager, with the assistance of consultants or otherwise, shall establish a fair market value to such property, equipment or assets and shall advise the Purchasing Party, by written notice, of the fair market value as established. The Purchasing Party may within ten days of receipt of that notice from the General Manager, dispute the fair market value by notice in writing to the General Manager, in which event within five days of that written notice the General Manager and the Purchasing Party shall agree to appoint a valuator, knowledgeable in the valuation of the property, assets or equipment being purchased, to establish the fair market value. The determination of the valuator, which shall be made within 20 days of the appointment of the valuator, will be final and binding on the Company and the Purchasing Party. The costs of any valuation will be borne by the Purchasing Party and the Company, jointly. Any payment made by a Member hereunder shall be applied by the Company to reduce the debt incurred to purchase that equipment;
- 9.2.2 all property, assets and equipment owned or leased by the Company and not purchased under Section 9.2.1 hereof shall be offered by the General Manager, in blocks as determined by the General Manager, to all Shareholders and to all other Members that have executed a Special User Agreement, pursuant to an auction. The General Manager shall have full authority to establish the rules for and operate any such auction;
- 9.2.3 any property, equipment and assets owned or leased by the Company and not disposed for pursuant to Section 9.2.1 or 9.2.2 hereof may be sold or disposed of by the General Manager or such other person as determined by the General Manager; and
- 9.2.4 with regard to the licences and authorities for radio spectra assigned to or transferred to the Company by the Members, Section 2.5.3 hereof shall apply.

## 9.3 DISTRIBUTION OF MONIES

All monies realized by the Company on the disposition pursuant to Section 9.2 hereof shall:

- 9.3.1 firstly, be used to satisfy all debts and liabilities of the Company; and

9.3.2 secondly, be used to satisfy the requirement under Section 2.5.3 hereof to employ best efforts with regard to restoration of licences and authorities for radio spectra; and

9.3.3 thirdly, be distributed in the manner provided in Article 24.3 of the Articles.

## **10. WITHDRAWAL BY ANY MEMBER**

### **10.1 WITHDRAWAL BY ANY ONE MEMBER**

Any Member may cease to be a Member of the Company by giving prior written notice (the “**Notice**”) of its desire to cease to be a Member, in which event:

10.1.1 the date (the “**Withdrawal Date**”) on which such Member ceases to be a Member (the “**Withdrawing Member**”) shall be the end of the year next following the year in which the Notice is received by the Company;

10.1.2 the Withdrawing Member shall be obligated to pay to the Withdrawal Date, as a Rate, as requested by the Company, the Withdrawing Member’s proportionate share of any long-term capital obligations, including any lease obligations, or repayments thereof committed to by the Company up to the Withdrawal Date;

10.1.3 upon receipt by the Company of the payment required in Section 10.1.2 hereof, the Company will transfer to the Withdrawing Member all user equipment used by that Member that has been paid for by that Member; and

10.1.4 upon receipt by the Company of the payment required in Section 10.1.2 hereof, the Withdrawing Member shall surrender the Share held by it for cancellation and that Member shall cease to be a Member as at the effective date of cancellation.

### **10.2 SPECTRA ON WITHDRAWAL**

Any radio spectra held by the Company at the time of withdrawal shall not be available for use by a Withdrawing Member. However, the Company will use its best efforts at its own expense to restore to a withdrawing Member licences and authorities for radio spectra comparable to those assigned to or transferred to the Company by that withdrawing Member, subject to applicable federal legislation.

## **11. TERMINATION**

### **11.1 TERMINATION**

This Agreement shall terminate upon:

11.1.1 the completion of the winding-up or dissolution of the Company; or

11.1.2 the agreement of all Members, provided that the Members shall not be permitted to agree to terminate the Agreement unless all debts and liabilities of the Company have been provided for and unless permitted under the ECC Act.

## **12. CONFIDENTIALITY**

### **12.1 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Members acknowledge the provisions of Section 9 of the ECC Act and in particular Subsection 9(4) of the *ECC Act*. The obligations of the Members and the Company under this Article 12 are subject to the applicable provisions of the ECC Act and the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Members shall, and shall ensure that all of their respective officials and employees shall, hold all Confidential Information of any kind or nature acquired in their course of dealing with the Company and with each other in their capacity as Members in confidence and shall use such Confidential Information solely for purposes related to their capacity as Members and in connection with the Purpose. The Members shall not, and shall ensure that their respective employees shall not, disclose any such Confidential Information at any time or otherwise make use of such Confidential Information for any purpose other than as Members.

## **13. GENERAL**

### **13.1 APPLICABILITY**

Except as otherwise expressly provided in this Agreement, this Agreement applies to each Member only so long as the Member is a Shareholder or has a Special User Agreement, as applicable.

### **13.2 PRECEDENCE**

The Members shall be governed by the provisions of the ECC Act, the Notice of Articles, the Articles, the *Business Corporations Act* and this Agreement. In the event of any inconsistency among the provisions of any such documents, to the extent permitted by law and subject to the ECC Act, the provisions of this Agreement will take precedence and bind the parties and in particular the Members agree that the specific provisions of this Agreement shall override those general provisions in the Articles.

### **13.3 AMENDMENTS**

Subject to the provisions of the ECC Act, this Agreement may be amended by approval of Members holding 50% or more of the Shares, except that any amendment to Section 2.4 hereof shall require the approval of at least two-thirds of the Members.

### **13.4 ASSIGNMENT**

This Agreement may not be assigned by any Member except as provided for specifically herein.

### **13.5 COUNTERPARTS; FACSIMILE**

This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

### **13.6 ENTIRE AGREEMENT**

This Agreement, including the Schedules hereto and the agreements referred to herein, constitutes the entire agreement between the parties hereto related to their membership in the Company, it being understood that additional agreements may be entered into relating to equipment and use thereof, use and access to information which may be restricted and other matters as required. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except as provided in Section 13.3 hereof.

### **13.7 ENUREMENT**

This Agreement shall enure to the benefit of and be binding on the respective successors, executors, administrators and permitted assigns of each of the Members and of the Company.

### **13.8 FURTHER ASSURANCES**

The Members shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement. Each Member that is a Shareholder agrees that it will vote and act at all times as a shareholder of the Company and all Members shall in all other respects use their best efforts and take all steps as may be reasonable within their powers so as to cause the Company to act in the manner contemplated by the provisions of this Agreement and so as to implement to their full extent the provisions of this Agreement (including the entering into of agreements by the Company with one or more of the parties hereto or other Persons).

### **13.9 NO PARTNERSHIP**

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of any party hereto in the conduct of any business or otherwise or a member of a joint venture or a joint enterprise with any other party hereto.

### **13.10 NOTICE**

Any notice or other communication permitted or required under this Agreement must be in writing. Any such notice will be deemed delivered: (i) on the day of delivery in

person; (ii) one day after deposit with an overnight courier, fully prepaid; or (iii) if sent by facsimile transmission during regular business hours on a business day, on the date delivered or sent (or, if delivered or sent after normal business hours on a business day or on a non-business day, on the next business day) and must be sent to:

(a) if to the Company:

Capital Region Emergency Service Telecommunications (CREST) Incorporated  
108 - 800 Kelly Road, Suite 482  
Victoria, BC V9B 6J9

Attention: General Manager  
Fax: (250) 995-5711

(b) if to a Member, at the address or fax number for that Member on record with the Company from time to time or, if no address or fax number for that Member is on record with the Company, to the general mailing address or general fax number for that Member made available to the general public,

or at such other reasonable address or fax number at which personal delivery may be effected of which a party may from time to time give notice in accordance with this Section.

### **13.11 TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement and the transactions contemplated hereby.

### **13.12 WAIVER**

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default by any party hereto in the observance or of the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

### **13.13 RESTATEMENT OF ORIGINAL AGREEMENT**

This Agreement is the first amended and restated version of the Original Agreement. This Agreement reflects a restatement of the Original Agreement, as amended, as at \_\_\_\_\_, 200\_\_.

### **13.14 BINDING EFFECT**

This Agreement will be binding upon the Company and all of the current Members upon approval by the Minister in accordance with the requirements of the ECC Act.

**SCHEDULE A**  
**ARTICLES OF THE COMPANY**



**SCHEDULE B**

**AGREEMENT TO BE BOUND**

TO: Capital Region Emergency Services Telecommunications (CREST) Incorporated

AND TO: All Members of the Company, as defined pursuant to a Members' Agreement dated \_\_\_\_\_, 2007 (the "**Members' Agreement**")

WHEREAS:

- A. The Company has been established for the Purpose as set forth in the Members' Agreement;
- B. The undersigned wishes to subscribe for Shares in the Company and become a Shareholder and a Member of the Company; and
- C. The Members' Agreement requires that prior to the issue of Shares to any person, such person must agree to be bound by the terms of the Members' Agreement.

In consideration of the payment of \$2 by the Company to the undersigned and the issue of a Share to the undersigned (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agrees that:

- 1. The terms as used herein shall have the meaning as set forth in the Members' Agreement.
- 2. The undersigned hereby subscribes for one Share of the Company.
- 3. The undersigned hereby pays \$10 for the Share.
- 4. So long as the undersigned owns the Share, the undersigned hereby agrees with the Company and all other Members to be bound by the terms and conditions of the Members' Agreement as and from the date hereof, as if it had been an original signatory thereto.
- 5. This Agreement shall bind the undersigned and all successors thereof.
- 6. If the undersigned is a Municipality the undersigned confirms that it has adopted or is adopting a bylaw as contemplated in Section 4(2)(a) of the *ECC Act* and this subscription will only become effective upon the adoption of such a bylaw.

DATED \_\_\_\_\_.

\_\_\_\_\_

## SCHEDULE C

### COST-SHARING FORMULA FOR COMPANY SERVICES

#### 1.0 OVERVIEW OF COST-SHARING FORMULA

- 1.1 The goal of the Cost-Sharing Formula is to allocate among Members all capital, operating and maintenance costs associated with the provision of Company Services by the Company, including overhead and administration costs and all financing costs associated with capital and operating expenditures, but excluding User Equipment.
- 1.2 There are two major cost components of the CREST System:
  - 1.2.1 Infrastructure Costs; and
  - 1.2.2 User Equipment Charges.
- 1.3 Only the Infrastructure Charge is allocated among User Agencies under the Cost-Sharing Formula described in this Schedule.
- 1.4 Any amendment to the allocation language of the Cost Sharing Formula requires the approval of the Members pursuant to Section 2.4.11 of the Members' Agreement.

#### 2.0 DEFINITIONS

- 2.1 Adjusted Coverage Area means the Coverage Area multiplied by the Area Adjustment Factor.
- 2.2 Agreement means the Members' Agreement (First Amendment and Restatement) to which this Schedule is attached, as amended or replaced from time to time.
- 2.3 Area Adjustment Factor means the percentage(s) applied to the Coverage Area for each User Agency to determine the Adjusted Coverage Area, which, until amended by the Members in accordance with the Agreement, is 150% for police services in all jurisdictions, 45% for BC Transit and 100% for all other User Agencies.
- 2.4 Coverage Area means, with respect to each User Agency, the number of square kilometers that are within the jurisdiction of that User Agency.
- 2.5 CRD Charges means the fees and charges collected by the CRD under the Capital Regional District Emergency Communications Charge Bylaw No. 1, 2001, as amended, supplemented or replaced from time to time, and remitted to CREST by the CRD;
- 2.6 Current User Equipment means the User Equipment registered on the CREST System as at the date of this Agreement;

- 2.7 Infrastructure Costs means, for each fiscal year of the Company, the total of all Company expenses provided for in the Authorized Operating Budget and the Authorized Capital Budget including:
- 2.7.1 the capital costs of the CREST System, including capital expenditures, interest on debt obligations and debt reductions net of additions based on financing rates and terms secured by the Company;
  - 2.7.2 the operating and maintenance costs of the CREST System; and
  - 2.7.3 overhead and administration costs of the Company,
- but excluding User Equipment Charges.
- 2.8 Net Infrastructure Charge means, for each fiscal year of the Company, the Infrastructure Costs for that fiscal year, less the amount of (a) any revenues receivable by the Company from Contracted Users during that fiscal year (b) other revenues and (c) net transfers from the Reserve Fund and Fund Balance during that fiscal year.
- 2.9 New Agency means any User Agency that joins the CREST System after the date of the Agreement.
- 2.10 Population Served means, with respect to each User Agency, the number of people resident within the Coverage Area of that User Agency.
- 2.11 Total Adjusted Coverage Area means the sum of all Adjusted Coverage Areas.
- 2.12 Total Number of Radios means the sum of all User Radios registered on the CREST System.
- 2.13 Total Population Served means the sum of the total Population Served.
- 2.14 Total Radio Traffic means the sum of all User Radio Traffic.
- 2.15 User Agency means any single user on the CREST System that is affiliated with a Member, such as an individual police department, fire department, RCMP detachment or municipal public works department. BC Transit and BCAS are each designated as a single User Agency for the purposes of this Schedule.
- 2.16 User Equipment means all User Radios and peripheral equipment owned by CREST and used by a User Agency to interface with the CREST System, such as mobile and portable radio terminals, and data terminals, including batteries.
- 2.17 User Equipment Charges means, for any fiscal year of the Company, the total of all charges by the Company to User Agencies for the use of User Equipment during that fiscal year provided for in the authorized Operating Budget, including amortization of User Equipment capital costs, radio and base station licensing fees, battery replacement costs and other costs not forming part of the Infrastructure Costs for that fiscal year.

- 2.18 User Radios means the number of voice radios (both portable and mobile units) that are registered on the CREST System by each User Agency, excluding User Equipment.
- 2.19 User Radio Traffic means the monthly average minutes of User Radio use by each User Agency.

Capitalized terms used but not defined in this Schedule will have the meanings assigned to them in the Agreement.

### **3.0 COST DISTRIBUTION FACTORS**

- 3.1 There are four factors that are used to calculate each User Agency's share of the Net Infrastructure Charge:
- 3.1.1 the Adjusted Coverage Area for that User Agency;
  - 3.1.2 Population Served by that User Agency;
  - 3.1.3 User Radio Traffic of that User Agency; and
  - 3.1.4 Number of User Radios used by that User Agency.
- 3.2 Sources and definitions of these cost distribution factors are contained in Table 1.
- 3.3 These cost distribution factors for each agency will be updated on an annual basis, as set out in Table 1.
- 3.4 The percentage allocation of these cost distribution factors to each User Agency's Net Infrastructure Charge is set out in Table 2.

### **4.0 APPLICATION OF SUBSIDIES AND ADJUSTMENTS**

- 4.1 After the Company has allocated the Net Infrastructure Charge for a year among all User Agencies, the CRD Charge and any subsidies (or other payments) received by the Company in respect of that year on account of one or more User Agencies shall be applied to reduce the share of the Net Infrastructure Charge payable by those User Agencies.

## **5.0 USER EQUIPMENT CHARGES**

- 5.1 User Equipment Charges relate to User Equipment amortization and operating costs determined as follows:
- 5.1.1 Current User Equipment:**
- 5.1.1.1 Amortization is based on the current inventory of radios and dispatch consoles owned by the Company and allocated to each User Agency, as set out in Table 3.
- 5.1.1.2 Charges are based on the proportionate capital cost to each User Agency, amortized over a period of seven (7) years at a cost of capital of 5% per year.
- 5.1.1.3 No amortization is charged to User Agencies that have purchased or supplied their own radios prior to the date of the Agreement.
- 5.1.2 Replacement User Equipment:**
- 5.1.2.1 As Current User Equipment is replaced or supplemented from time to time, the Company will consult with the User Agencies and the Company will purchase for ownership by the Company and distribution to a User Agency all User Equipment to be used and maintained by that User Agency.
- 5.1.2.2 Each Member will pay to the Company the capital cost of all such User Equipment distributed to its User Agencies, plus any associated financing costs.
- 5.2 License fees for spectrum for both radios and base stations are paid to Industry Canada by the Company on an annual basis. The Company will allocate to each User Agency its share of such fees, based on the Total Number of Radios.
- 5.3 Battery replacement costs are estimated annually and allocated to User Agencies based on the Total Number of Radios registered on the CREST System.
- 5.4 Only User Equipment purchased by the Company may be used on the CREST System, unless the Company otherwise consents in writing.

## **6.0 DESIGN OF THE COST SHARING FORMULA**

### **6.1 User Agencies**

- 6.1.1 Each User Agency is considered a separate user for the purposes of cost sharing under this Schedule. For example, a single Municipality's police department and fire department are two separate and completely independent User Agencies for the purposes of cost sharing.
- 6.1.2 For the purposes of cost sharing, a single Municipality is limited to three types of municipal User Agencies: a police department (or municipal RCMP detachment), a fire department and a public works department. Public works departments include all municipal public safety agencies, including but not limited to parks, engineering and transit agencies.
- 6.1.3 RCMP Allocation:
  - 6.1.3.1 Each RCMP detachment in the Territory is a User Agency and will be allocated a share of the Net Infrastructure Charge.
  - 6.1.3.2 For those RCMP detachments that provide services in more than one Municipality, the allocation of the Net Infrastructure Charge for those detachments among those municipalities will be calculated by the RCMP and the municipalities served by the RCMP.
  - 6.1.3.3 CREST will bill the RCMP for all costs associated with RCMP User Agencies.

### **6.2 Allocated Costs**

- 6.2.1 The model is designed so that:
  - 6.2.1.1 in each year, the Net Infrastructure Charge are recovered from all User Agencies (through affiliated Members) that are active users of the CREST System in that year; and
  - 6.2.1.2 the addition of a New Agency reduces the share of the Net Infrastructure Charge paid by all other User Agencies.
- 6.2.2 If a Member fails to pay its share of the Net Infrastructure Charge, then the unpaid monies will be reallocated to and collected from the other Members. In that event, the Company will initiate collection proceedings to obtain the unpaid monies from the defaulting Member.

### **6.3 Timing of Cost Allocations**

- 6.3.1 A User Agency begins to pay its share of the Net Infrastructure Charge from the date it becomes an operational user of the CREST System.

- 6.3.2 If a User Agency becomes an operational user of the CREST System at any time other than January 1 of a year, then its share of the Net Infrastructure Charge for that year will be prorated accordingly.

<b>7.0 MEMBERS OBLIGATION TO PAY</b>
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- 7.1 Members are responsible for paying all costs and charges associated with its affiliated User Agencies, including both the Net Infrastructure Charges and User Equipment Charges.

**TABLE 1 – COST DISTRIBUTION FACTORS IN COST SHARING FORMULA**

<b>Factor</b>	<b>Weight</b>	<b>Preliminary Source of Data</b>	<b>User Agencies Serving Multiple Jurisdictions</b>	<b>Area Adjustment Factor</b>	<b>Updating</b>
<b>Geographic Area</b>	60%	2004 CRD Demographic Atlas as applicable; the source may change over time; easily available, accurate and reliable sources will be used.	Coverage areas for User Agencies are added together	<u>Police Agencies</u> = Area x 150%  <u>BCAS</u> = Area x 45%  <u>All other agencies</u> = Area x 100%	Will be updated on an annual basis using the most recent published “BC Stats” data.
<b>Number of User Radios</b>	15%	Number of radios registered on the CREST radio system as of the time of update			Will be updated on an annual basis using number of radios registered on the CREST radio system as at December 31 of the previous year.
<b>Total Radio Traffic</b>	15%	Analysis of system traffic reports for the first half of 2005.			These cost distribution factors for each agency will be updated on an annual basis, based on radio traffic for the prior calendar year.
<b>Population Served</b>	10%	2004 CRD Demographic Atlas as applicable; the source may change over time; easily available, accurate and reliable sources will be used.	Populations figures for User Agencies are added together		Will be updated on an annual basis using most recent published “BC Stats” data.



**TABLE 2 - ALLOCATION OF COST DISTRIBUTION FACTORS TO NET INFRASTRUCTURE CHARGE**

**User Agency's Share of Net Infrastructure Charge =**

$$\begin{aligned} &[(\text{Net Infrastructure Charge} \times 60\%) \times \text{Agency's Share of Total Adjusted Coverage Area (Note below)} \\ &+ (\text{Net Infrastructure Charge} \times 15\%) \times \text{Agency's Share of Total Number of Radios} \\ &+ (\text{Net Infrastructure Charge} \times 15\%) \times \text{Agency's Share of Total Radio Traffic} \\ &+ (\text{Net Infrastructure Charge} \times 10\%) \times \text{Agency's Share of Total Population Served}] \end{aligned}$$

*Note: The Adjusted Coverage Area reflects the Area Adjustment Factor as defined in Section 2.4 of this Schedule*

**TABLE 3 - 2007 AGENCY ALLOCATIONS**

Agency	2007 Allocation	PF	CF	TF	RF	Weight	Equip Total	Total
BC Ambulance Service (BCAS) - Other	219,099	2.12%	15.43%	1.42%	1.07%	20.03%	6,051	225,150
BC Transit and HandyDART - Other	125,997	2.12%	4.41%	2.63%	2.37%	11.52%	9,572	135,568
Central Saanich - Fire	10,874	0.10%	0.68%	0.01%	0.21%	0.99%	22,259	33,134
Central Saanich - Police	16,702	0.10%	1.02%	0.23%	0.17%	1.53%	17,702	34,404
CFB Esquimalt - Fire	11,395	0.06%	0.69%	0.01%	0.28%	1.04%	28,549	39,944
CFB Esquimalt - Police	16,189	0.06%	1.03%	0.20%	0.19%	1.48%	19,292	35,482
Colwood - Fire	6,862	0.09%	0.29%	0.04%	0.21%	0.63%	22,245	29,107
CRD East Sooke - Fire	8,458	0.01%	0.66%	0.00%	0.11%	0.77%	11,943	20,401
CRD Galiano Island - Fire	12,035	0.01%	0.95%	0.00%	0.14%	1.10%	15,825	27,859
CRD Gulf Island Emergency Program - Other	843	0.00%	0.00%	0.00%	0.07%	0.08%	7,668	8,511
CRD Mayne Island - Fire	5,900	0.01%	0.38%	0.00%	0.15%	0.54%	15,747	21,647
CRD Otter Point - Fire	7,501	0.01%	0.52%	0.00%	0.15%	0.69%	16,123	23,624
CRD Pender Island - Fire	9,248	0.01%	0.60%	0.01%	0.22%	0.85%	23,391	32,639
CRD Piers Island - Fire	548	0.00%	0.02%	0.00%	0.03%	0.05%	3,855	4,403
CRD Port Renfrew - Fire	-	0.00%	0.00%	0.00%	0.00%	0.00%	-	-
CRD Saltspring Island - Fire	36,917	0.06%	3.18%	0.00%	0.13%	3.38%	14,666	51,583
CRD Saturna Island - Fire	6,411	0.00%	0.50%	0.00%	0.08%	0.59%	9,009	15,420
CRD Shirley - Fire	5,262	0.00%	0.38%	0.00%	0.10%	0.48%	10,780	16,042
CRD Willis Point - Fire	2,251	0.00%	0.09%	0.00%	0.11%	0.21%	11,691	13,942
Esquimalt - Fire	3,678	0.10%	0.12%	0.01%	0.11%	0.34%	10,886	14,564
Highlands - Fire	8,868	0.01%	0.62%	0.01%	0.17%	0.81%	18,116	26,984

Langford - Fire	12,737	0.12%	0.65%	0.06%	0.34%	1.16%	36,496	49,233
Metchosin - Fire	15,294	0.03%	1.17%	0.01%	0.18%	1.40%	19,579	34,872
North Saanich - Fire	10,510	0.07%	0.61%	0.03%	0.25%	0.96%	26,445	36,955
Oak Bay - Fire	6,368	0.11%	0.17%	0.14%	0.16%	0.58%	16,019	22,387
Oak Bay - Police	8,783	0.11%	0.26%	0.30%	0.13%	0.80%	13,478	22,261
Parks Canada - Other	-	0.00%	0.00%	0.00%	0.00%	0.00%	-	-
RCMP Common - Police	96,635	1.52%	5.52%	0.35%	1.46%	8.84%	124,040	220,675
RCMP Saltspring & Southern Gulf Islands - Police	67,864	0.09%	5.63%	0.26%	0.22%	6.20%	19,130	86,995
RCMP Sidney & North Saanich - Police	18,924	0.14%	1.04%	0.34%	0.21%	1.73%	17,724	36,647
RCMP Sooke - Police	31,415	0.08%	2.45%	0.21%	0.12%	2.87%	10,639	42,055
RCMP Westshore - Police	72,263	0.30%	4.46%	1.38%	0.47%	6.61%	40,409	112,672
Saanich - Fire	36,481	0.66%	1.70%	0.45%	0.52%	3.34%	52,318	88,799
Saanich - Police	74,537	0.66%	2.55%	2.49%	1.11%	6.82%	113,667	188,204
Sidney - Fire	3,801	0.07%	0.08%	0.00%	0.19%	0.35%	20,549	24,350
Sooke - Fire	11,960	0.06%	0.80%	0.02%	0.22%	1.09%	23,180	35,139
University of Victoria - Other	3,536	0.02%	0.03%	0.19%	0.09%	0.32%	596	4,132
Victoria - Fire	20,192	0.47%	0.32%	0.17%	0.88%	1.85%	89,366	109,557
Victoria & Esquimalt - Police	81,204	0.58%	0.66%	4.01%	2.18%	7.42%	243,212	324,416
Victoria Airport Authority - Other	1,022	0.00%	0.08%	0.00%	0.02%	0.09%	113	1,135
View Royal - Fire	5,113	0.05%	0.24%	0.02%	0.17%	0.47%	17,964	23,077
	<b>1,093,677</b>	<b>10.00%</b>	<b>60.00%</b>	<b>15.00%</b>	<b>15.00%</b>	<b>100.00%</b>	<b>1,180,291</b>	<b>2,273,969</b>

**SCHEDULE D**  
**LIST OF SHAREHOLDERS**

<b>Shareholder</b>	<b>Number of Shares</b>
Provincial Government	one (1)
Garry Briggs (on behalf of RCMP)	one (1)
BCAS	one (1)
CRD (Southern Gulf Islands, Salt Spring Island and Juan de Fuca Electoral Areas)	three (3)
Town of Sidney	one (1)
District of Langford	one (1)
Corporation of the Town of Esquimalt	one (1)
City of Colwood	one (1)
District of Metchosin	one (1)
The Corporation of the District of Central Saanich	one (1)
The Corporation of the District of Saanich	one (1)
The Corporation of the District of Oak Bay	one (1)
The Corporation of the District of North Saanich	one (1)
District of Highlands	one (1)
The Corporation of the City of Victoria	one (1)
Town of View Royal	one (1)
District of Sooke	one (1)
BC Transit	one (1)

**SCHEDULE E**  
**LIST OF MEMBERS**

Provincial Government
BCAS
CRD (Southern Gulf Islands, Salt Spring Island and Juan de Fuca Electoral Areas)
Town of Sidney
District of Langford
Corporation of the Town of Esquimalt
City of Colwood
District of Metchosin
The Corporation of the District of Central Saanich
The Corporation of the District of Saanich
The Corporation of the District of Oak Bay
The Corporation of the District of North Saanich
District of Highlands
The Corporation of the City of Victoria
Town of View Royal
District of Sooke
BC Transit
Royal Canadian Mounted Police

# Meeting Notes



## Development Planners' Advisory Committee

**Date:** November 1, 2021

**Time:** 2:30 – 4:00 pm

**Location:** Online (MS Teams)

**Present:** Bill Brown (Esquimalt), Brian Green (North Saanich), Cameron Scott (Saanich), Corey Newcomb (Sidney), Don Elliott (Capital Regional District), Emily Sinclair (Capital Regional District), Iain Lawrence (Juan de Fuca), Jarret Matanowitsch (Central Saanich), Laura Beckett (Highlands), Leah Stohmann (Langford), Lindsay Chase (View Royal), Matthew Pawlow (Sooke), Nikki Elliott (Capital Regional District), Sherry Hurst (Metchosin)

**Regrets:** Deborah Jensen (Oak Bay), Iain Bourhill (Colwood), Karen Hoese (Victoria)

### Meeting Objectives

1. Receive information on key projects, ongoing and forthcoming municipal and regional planning activities.
2. Discuss opportunities for sharing and advancing collaborative efforts related to municipal and regional planning.

### 1. Welcome and Introductions

### 2. Housing Needs Study Implementation

- The majority of municipalities are using their assessments to inform planning processes such as Official Community Plan (OCP) updates, development and re-zoning applications and future servicing assessments. Some municipalities may update their assessments once the new census data is available.
- Regional and Strategic Planning (RSP) supports municipalities access general and custom census data, per the census release schedule. Statistics Canada will release data sets throughout 2022.
  - **ACTION: RSP will contact municipalities in Q1 2022 to confirm geographies and place custom data orders.**
- Discussion regarding the province's proposed **Bill 26, the Municipal Affairs Statutes Amendment Act (No. 2), 2021** which includes amendments to the *Local Government Act*, intended to streamline the development approvals process. Membership is waiting for clarity on how/if it will impact approvals in their communities. There will be forthcoming guidance coming from the province and may be discussed at a future meeting.
- Don Elliott, CRD Senior Manager, Regional Housing provided an overview of the **CRD's Affordable Housing Agreements Service**. The program supports municipalities, electoral areas and/or land trust areas in their efforts to implement policies that promote development of affordable housing units within new developments. CRD Regional Housing will consider entering into housing agreements with developers to provide administrative services related to the operation of below-market rental and ownership units.
  - **ACTION: Members to contact Don Elliott if they would like further information.**

### 3. Environmental Protection Projects Update

- Nikki Elliott, CRD Planner, provided an update on the Capital Region Coastal Flood Inundation Mapping Project.
  - CRD to host a webinar for municipal staff on November 16 regarding revisions to *Task 2 – Sea Level Rise Mapping and Modelling and Mapping Project*. Project deliverables to be provided to municipal staff.
  - **ACTION:** If members would like to attend the webinar, connect with colleagues on the CRD Inter-Municipal Climate Action Working Group or the Local Government Emergency Programs Advisory Committee, or Nikki Elliott directly.
- Emily Sinclair, CRD Senior Manager, Regional and Strategic Planning provided an update on regional biodiversity inventory project. Updates on project timelines to be provided at a later date.

### 4. Transportation Update

- Emily provided an update on the regional transportation priorities.
  - 13 regional transportation priorities and implementation actions approved by the Board. RSP was directed to identify a regional approach to transportation demand management and safety policy.
  - Transportation Working Group Terms of Reference have been prepared for Board approval. Members include representatives from local government planning and/or engineering departments. There is a clear link between land use and transportation.
  - **ACTION:** Members to determine how they would like to be engaged with this group on an ongoing basis.

### 5. OCP Updates

- Four municipalities (Central Saanich, North Saanich, Sidney and Sooke) are progressing OCP review processes. Peninsula representatives acknowledged multiple benefits to collaborating on their respective OCP processes thus far.
- View Royal is preparing to initiate an OCP review process.
- Juan de Fuca Electoral Area anticipates initiating an OCP review process in 2022.
- Discussion related to RSP providing comments on referral documents. Members indicated it is helpful to receive input on development applications that are not in line with Regional Growth Strategy (RGS) policies. Three members indicated value in communicating about RGS indicators.
  - **ACTION:** Emily to send draft RGS monitoring report to DPAC.

### 6. 2022 Projects / Round Table

- A number of municipalities are undertaking projects related to various topics including parking, active transportation, design guidelines, housing, local area planning, home ownership programming, parks, soil bylaw, garden suites, development cost charges bylaw and climate action.

### 7. Adjournment

- Next meeting: TBD
  - **ACTION:** RSP to send calendar holds to members for 2022 quarterly meetings.