



## REGIONAL SERVICES COMMITTEE

WEDNESDAY, OCTOBER 27, 2010

6:00 P.M. / BOARD ROOM

175 INGRAM STREET

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Re: Sub-regional Recreation Subcommittee Update

**6.      ADJOURNMENT:**

The next Regional Services Committee meeting is scheduled for Wednesday, November 24, 2010 at 6:00 p.m. in the Board Room, at the CVRD office, 175 Ingram Street, Duncan, BC.

**DISTRIBUTION:**

**Regional Services Committee**

Director P. Kent, Chair  
Director R. Hutchins, Vice-Chair  
Director K. Cossey  
Director M. Dorey  
Director L. Duncan  
Director G. Giles  
Director B. Harrison  
Director D. Haywood

Director T. Walker  
Director L. Iannidinardo  
Director K. Kuhn  
Director M. Marcotte  
Director T. McGonigle  
Director I. Morrison  
Director G. Seymour

**Cowichan Valley Regional District**

Warren Jones, Administrator  
Joe Barry, Corporate Secretary  
Mark Kueber, General Manager, Corporate Services

**(Agenda Cover Only):**

Ron Austen, General Manager, Parks, Recreation & Culture  
Tom Anderson, General Manager, Planning & Development  
Brian Dennison, General Manager, Engineering & Environmental Services  
Sybille Sanderson, Acting General Manager, Public Safety  
Sharon Moss, Manager, Finance  
Jacob Ellis, Manager, Corporate Planning  
Kate McIntosh, Manager, Human Resources  
Bob McDonald, Manager, Recycling & Waste Management  
Geoff Millar, Manager, Economic Development  
Brian Farquhar, Manager, Parks & Trails  
Kate Miller, Manager, Regional Environmental Policy

Minutes of the Regular meeting of the Regional Services Committee held in the Board Room, 175 Ingram Street, Duncan, BC, on Wednesday, August 25, 2010 at 3:26 pm.

**PRESENT:** Chair P. Kent  
Directors K. Cossey, L. Duncan, M. Dorey, K. Kuhn,  
B. Harrison, R. Hutchins, L. Iannidinardo, D. Haywood,  
M. Marcotte, I. Morrison, T. McGonigle, G. Seymour and  
T. Walker  
Alternate Director J. Krug

**ABSENT:** Chair G. Giles

**ALSO**

**PRESENT:** Warren Jones, Administrator  
Joe Barry, Corporate Secretary  
Mark Kueber, General Manager, Corporate Services  
Kate McIntosh, Manager, Human Resources  
Ron Austen, General Manager, Parks, Recreation and  
Culture  
Tom Anderson, General Manager, Planning and  
Development  
Jim Wakeham, Acting General Manager, Engineering and  
Environmental Services  
Sybille Sanderson, Acting General Manager, Public Safety  
Jacob Ellis, Manager, Corporate Planning  
Brian Farquhar, Manager, Parks and Trails  
Steve Hurcombe, Budget Coordinator  
Kate Miller, Manager, Regional Environmental Policy  
Bob McDonald, Manager, Recycling and Waste  
Management  
Dave Leitch, Manager, Water Management  
Rachelle Moreau, Environmental Analyst  
Dominique Beesley, Recording Secretary

**APPROVAL OF  
AGENDA**

**It was moved and seconded that the agenda be approved.**

**MOTION CARRIED**

**ADOPTION OF  
MINUTES**

**2M1**

**It was moved and seconded that the minutes of the Regular meeting of Regional Services Committee, held July 28, 2010, be adopted.**

**MOTION CARRIED**

**DELEGATIONS**

- D1** Geri Sera, Social Planning Cowichan, Affordable Housing Strategy, provided a presentation and answered questions on a Cowichan Valley regional district affordable housing strategy. Ms. Sera provided handouts to the Committee containing draft recommendations on this subject.

**STAFF REPORTS**

- SR1** Staff Report from the Corporate Secretary dated August 18, 2010, regarding the Cowichan Sportsplex – Annual Financial Contribution, was considered.

**It was moved and seconded that it be recommended to the Board that Resolution #10-129(1) (pertaining to the creation of an Annual Financial Contribution Service for the Chesterfield Sports Society) be rescinded.**

**MOTION CARRIED**

**It was moved and seconded that staff determine the cost per \$100,000 in assessed value for a new service to requisition a maximum \$100,000 per annum to assist with funding the Cowichan Sportsplex based on the participants being Electoral Areas A, B, C, D, E, G, the Town of Ladysmith, the District of North Cowichan and the City of Duncan.**

**MOTION CARRIED**

- SR2** Staff Report from the General Manager, Corporate Services dated August 12, 2010, regarding 2011 Regional budgets discussion, was considered.

**It was moved and seconded that it be recommended to the Board that the 2011 Budget timeline and schedule be approved.**

**MOTION CARRIED**

**It was moved and seconded that the Regional budgets for 2011, excluding Parkland Acquisition, be limited to a combined 2% requisition increase.**

**MOTION CARRIED**

- SR3** Staff Report from the General Manager, Corporate Services dated August 17, 2010, regarding a permissive tax exemption, was considered.

**It was moved and seconded that the CVRD not provide tax exemption to the Capital Regional District for 2011 and that "Cowichan Valley**

Regional District Bylaw No. 3419 – Tax Exemption (Permissive) Bylaw, 2010" not be forwarded to the Board for consideration of first three readings and adoption.

The Administrator advised that he would meet with the Administrator of the Capital Regional District.

**It was moved and seconded that the issue of a proposal to provide a tax exemption to the Capital Regional District be placed on a future Regional Services Committee agenda for consideration.**

**MOTION CARRIED**

**SR4** Staff Report from the Environmental Analyst dated August 18, 2010, regarding a regional energy plan – proposed timeline for project completion (October 2010), was received as information.

**SR5** Staff Report from the Manager, Regional Environmental Policy dated August 18, 2010, regarding the Provincial SmartTool Pilot Program, was considered.

**It was moved and seconded that it be recommended to the Board that the CVRD participate in the Provincial SmartTool Pilot Program currently underway to monitor and track corporate greenhouse gas emissions.**

**MOTION CARRIED**

**SR6** Staff Report from the Manager, Regional Environmental Policy dated August 18, 2010, regarding Cowichan-Koksilah Integrated Flood Management Plan EMBC applications, was considered.

**It was moved and seconded that it be recommended to the Board that the Board support the proposed Tier Two and Tier Three Cowichan-Koksilah Integrated Flood Management Plan Emergency Management BC funding applications that are being developed by CVRD and North Cowichan staff as outlined in the Regional Environmental Policy Manager's August 18, 2010 staff report.**

**MOTION CARRIED**

**It was moved and seconded that staff be directed to investigate the process of making an application to Emergency Management BC for the Sutton Creek watershed and report back to the Regional Services Committee.**

**MOTION CARRIED**

**5:15 pm** It was the consensus of the Committee to recess from 5:15 pm to 5:22 pm.

**SR7** Staff Report from the Manager, Corporate Planning dated August 19, 2010, regarding sub-regional recreation funding, was considered.

**It was moved and seconded that it be recommended to the Board that:**

- 1. The Chair of the CVRD Board be requested to establish a committee comprised of Directors and staff to develop a public consultation process regarding the sub-regional recreation funding model for the Board's consideration; and**
- 2. That the committee report back to the Board prior to September 30, 2010; and further**
- 3. That staff be directed to commission an independent third party financial report on the model as soon as possible.**

**MOTION CARRIED**

**ADJOURNMENT** It was moved and seconded that the Regional Services Committee meeting adjourn.  
**6:20 pm**

**MOTION CARRIED**

The meeting adjourned at 6:20 pm.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

**D1****Request to Appear as a Delegation****Meeting Information**

Request to Address:\*

☐ CVRD Board☒ Committee

If Committee, specify the Committee here:\*

Regional Services Committee

Meeting Date:\*

10/27/2010

Meeting Time:\*

6pm

**Applicant Information**

Applicant Name:

Bruce Sampson

Representing:

Economic Development Commission

(Name of organization if applicable)

As:

Chair

(Capacity / Office)

Number Attending:

3

**Applicant Contact Information**

Applicant Mailing Address:

6685 Norcross Road

Applicant City:

Duncan

Applicant Telephone:

250.746.1512

Applicant Fax:

250.746.7801

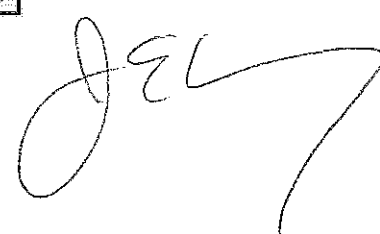
Applicant Email:

bsampson7@gmail.com

**Presentation Topic and Nature of Request:**

Brief update on Economic Development, Tourism and Film activities.

\* indicates required fields.



**Request to Appear as a Delegation****Meeting Information**

Request to Address:\*

☐ CVRD Board☒ Committee

If Committee, specify the Committee here:\*

Regional Services

Meeting Date:\*

10/27/2010

Meeting Time:\*

6:00 pm

**Applicant Information**

Applicant Name:

Jack Peake

Representing:

Kinsol Trestle Rehabilitation Committee and Island

(Name of organization if applicable)

As:

(Capacity / Office)

Number Attending:

**Applicant Contact Information**

Applicant Mailing Address:

Applicant City:

Applicant Telephone:

Applicant Fax:

Applicant Email:

**Presentation Topic and Nature of Request:**Report on the Island Corridor Foundation and the  
Kinsol Trestle

\* indicates required fields.





SR1

## STAFF REPORT

### REGIONAL SERVICES COMMITTEE MEETING OF WEDNESDAY, OCTOBER 27, 2010

**DATE:** October 20, 2010

**FROM:** Rachelle Moreau, Environmental Analyst

**SUBJECT:** Regional Energy Plan – Background and Policy Report

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**Recommendation:**

**That the regional energy plan executive summary be forwarded to member municipalities and CVRD departments for their consideration and action; and that CVRD staff present to member municipality committees on the draft background and policy report.**

**Purpose:** To report on the preliminary findings and potential policy and programming opportunities within the regional energy plan project.

**Financial Implications:** CVRD obtained a \$300,000 grant from the UBCM Innovations Fund to conduct a regional energy plan. Through this funding, a full-time one year temporary staff position was created. This staff position has now concluded, however other components of the project will be carried out within the next year including the renewable energy mapping and associated analysis, as well as more detailed modelling and analysis of potential policies.

**Interdepartmental/Agency Implications:** Consultation with staff from member municipalities has been conducted to participate in the Municipal Green Building Leaders program, to review the overall content of the plan (Table of Contents), and to discuss specific needs of various organizations.

**Background:**

This project was initiated to develop regional policies that will result in a more energy diverse and resilient community, to analyze energy usage within the region, and identify areas of high potential for renewable energy systems. Specifically, there are two main components to the regional energy plan project:

- Policy Development
  - Identify local government tools and policy options for increased energy efficiency and renewable energy at the corporate and community levels;
  - Stakeholder engagement/capacity building at the institutional level;
  - Recommend opportunities to incorporate community energy programs into local government operations, community developments or retrofits and private developments or retrofits;

.../2

- Renewable Energy Mapping
  - Analyze and map the alternative energy supplies available within the region;
  - Recommend ways to encourage development of renewable energy in high opportunity areas; and
  - Integrate findings from alternative energy mapping into Official Community Plans.

Through the background research and policy development component of the plan, energy targets have been identified, as well as a series of potential policy and programming opportunities. The attached executive summary outlines the four primary areas of influence that local governments have with respect to energy, and itemizes a number of opportunities. Overall, the plan recommends that local governments in our region begin taking an active role in promoting renewable energy and energy efficiency.

The regional energy plan is intended to consist of a toolkit, providing a range of information and tools including:

- Renewable energy maps;
- Sample bylaws and policies including refined modelling of policies;
- Identification of corporate, programming and economic development opportunities.

Moving forward over the next year, the renewable energy mapping and further modelling and analysis will be conducted, which will provide a better understanding of how close the identified policies and actions get us to achieving our target, and will likely involve some fine-tuning along the way.

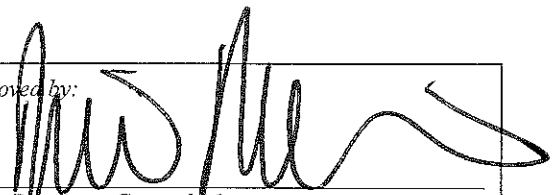
As the one-year term of dedicated staff commitment to the project is now concluded, we are recommending that the attached executive summary be forwarded to member municipalities for their consideration and action, and that staff present the information to member municipality committees and which will be accompanied by the draft background and policy report.

Submitted by,



Rachelle Moreau  
Environmental Analyst  
Regional Environmental Policy Division

RM:jlb

Approved by: 

Brian Donnison, General Manager,  
Engineering and Environmental Services

# **Cowichan Valley Regional District Regional Energy Plan**

## **Executive Summary**

Community energy planning is the process of assessing a community's existing energy usage and infrastructure and developing long-range policies that reduce energy consumption, improve efficiency, and increase the local renewable energy supply. Within the Cowichan Valley Regional District, the Regional Energy Plan project was initiated with funding provided by the UBCM Innovations Fund to develop a strategy and set of tools that would support development of a more energy diverse and resilient community. The project includes completion of renewable energy mapping, a regional energy profile, identification of alternative energy opportunities within the Cowichan region and development of sample policies and bylaws to further advance renewable energy and energy efficiency.

Communities use energy in a variety of ways from transportation and home-heating to agriculture and recreation. Because it affects all aspects of our lives, diversifying our energy portfolio and building energy resilience through reduced energy consumption and renewable energy sources is critical to ensuring the success of our communities in the coming years.

Local governments are uniquely positioned to play an active role in community energy management, and have four main areas of influence to target action on energy efficiency and renewable energy:

- Corporate policies, activities and operations - as owners of property and infrastructure;
- Community policy development and regulation;
- Facilitators/Programming; and
- Economic development.

Moving towards a sustainable and resilient community requires an exploration of potential energy solutions at a variety of scales. This region has various renewable energy sources including solar, wind, tidal, micro-hydro, geo-exchange as well as opportunities for biomass, heat recovery, and biogas. The challenge is to identify these opportunities and link them to current demand and other programs for implementation, and to develop clear direction on how best to achieve energy targets through tangible science-based information and policy.

## **Vision**

CVRD is an energy resilient community with a well-developed renewable energy sector where energy use is in balance with local production and conservation.

## Targets

Setting local energy targets is an important component of energy planning and leads efforts towards increasing energy efficiency, adoption of renewable energy technologies, while also supporting climate change mitigation through the reduction of greenhouse gas emissions. Due to the rural nature of the region, transportation will continue to play a large role in energy usage and GHG emissions. Therefore, out of all the energy-using sectors, energy from infrastructure, buildings and land use patterns are the main opportunities for local government to effect change.

The targets set out in this policy document align with those of the province:

- 66% of new electricity demand to be met by conservation methods by 2020<sup>1</sup>;
- Decrease the number of kilometers driven;
- Reduce government's electricity demand by 20% by 2020, reduce natural gas demand and promote alternative energy solutions;
- Renewable energy target for the region to be defined in concert with the renewable energy mapping component of the project.

## Energy Use within the Region

- Due to our climate, this region is predominantly a heating environment, with minimal cooling needs.
- Total energy use within the Cowichan Valley Regional District is 9,705,240 GJ (126.2 GJ per person) with total emissions equaling 449,231 tonnes CO<sub>2</sub>e<sup>2</sup> (14.8 tonnes per person).
- Total energy use within the region as represented by Gigajoules (GJ) is divided almost equally between buildings and transportation.

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<sup>1</sup> At a provincial level, achieving the conservation target identified by the Province would equal per household electricity consumption to 9,000 kWh by 2020 (if CVRD were to achieve this per capita electricity consumption, this would represent a 40% reduction in average per household electricity use from approximately 15,000 to 9,000 kWh). Pembina Institute modeling projects energy consumption within the CVRD electoral areas and Town of Ladysmith to increase by 29% and 23% respectively by 2030.

<sup>2</sup> Greenhouse gas consists of more than one substance, each with different emission coefficients. An emission coefficient is a numerical value that quantifies the amount of greenhouse gas released into the atmosphere from a specified source. In order to report greenhouse gas emissions, the term CO<sub>2</sub>e (carbon dioxide equivalent) is used.

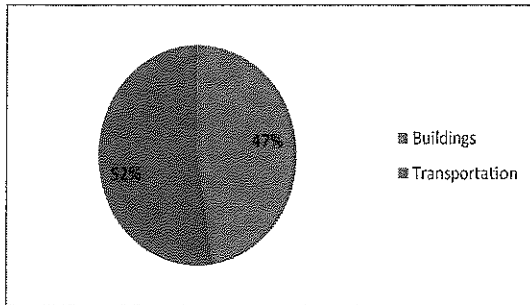
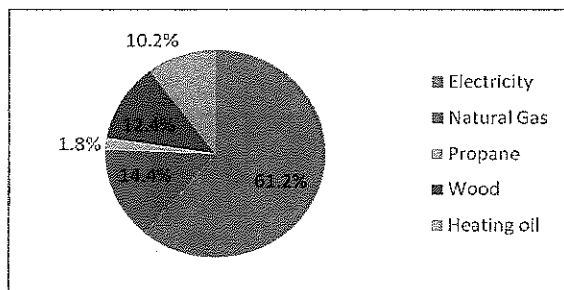


Figure 1: Regional energy consumption (GJ) – building and transportation sectors.

- BC Stats projects the region's population by 2030 to be 102, 236 (20,091 new people from 2009), which would require 8,371.3 new dwelling units, of which 6,194.5 will be single family dwellings.<sup>3</sup>
- Typical energy consumption for new single detached house on Vancouver Island that is electrically heated (baseboard) = 23 MWh per year, which is greater than our average electricity consumption.
- Natural gas heated (furnace) single detached house = 67 GJ per year for heating plus 9 MWh per year for appliances.
- Saving 1000 MWh is enough to heat and run 40 homes (with electric baseboard, more homes if they are using heat pumps).
- Saving 1000 GJ is enough to heat about 15 homes (more homes if the homes have higher insulation than standard and heat recovery ventilators)<sup>4</sup>.

Figure 2: Regional energy consumption breakdown by type:



Typical results for BC indicate that energy use in our homes is generally broken down in the following categories<sup>5</sup>:

<sup>3</sup> Assuming 2.4 people per household, and that the representation of single family dwellings remains the same at 74% of dwelling units.

<sup>4</sup> Pembina Institute, personal communication, Alison Baillie. September 29, 2010

<sup>5</sup> Solar BC presentation to Renewable energy workshop March 24, 2010

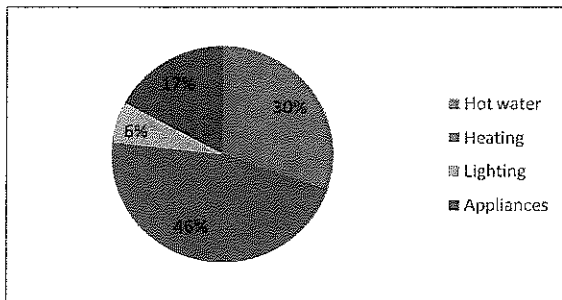


Figure 3: Household energy use (BC)

## Policy Options

In order to achieve the targets and make substantial reductions in energy consumption, local governments need to advance higher standards in new development, identify opportunities for re-development, and take an active role in developing renewable energy and clean technology sectors within each sphere of influence - through corporate activities, community policies and regulation, facilitation and programming opportunities, and local economic development.

Establishment and monitoring of energy targets enables local governments to identify successes and gauge areas where more work needs to be done. It is not expected that targets will remain static, rather over time and as changes occur in the market, an adaptive management approach to targets will allow for adjustments as needed.

Within this phase of the project, a number of potential policies and programs are recommended for local governments within our region to implement. Through subsequent phases of the project, more detailed modeling and analysis of policies will occur, which will indicate how close we are to achieving regional targets.

Overall, we are recommending that local governments in our region begin taking an active role in renewable energy and energy efficiency, and that energy considerations be integrated in all local government decisions and within new partnership and program opportunities.

## Community Policies

Community wide policies are significant for their ability to mobilize energy savings and encourage renewable energy throughout the community, and engage a wider audience and stakeholder group. People and industries are the biggest users of energy, and changing how we use energy is fundamental to increase the resilience of communities.

Local governments cannot adopt standards different or more restrictive than those within the BC Building Code, therefore the most readily available tools are land use planning and development tools, corporate policies, and programming opportunities. However, long-term partnerships and policy

discussions with the province and other local governments should be ongoing to ensure that the region and the province take advantage of the best available information and tools.

## **Opportunities**

- Amend applicable Official Community Plans (OCPs) to include energy-related goals, objectives and policies.
- Work with the community to undertake a larger visioning process that would involve people as much as possible in the development of a far-reaching vision for energy efficiency, renewable energy, energy targets, and policy recognizing that we need to address attitudes and behaviours just as much as we have to address infrastructure and technologies.
- Work with the community to identify an appropriate level of density and mixed-use development that is consistent with the community character and achieves a high level of energy efficiency through alternative transportation modes and district energy opportunities.
- Through the renewable energy mapping component of the project, model anticipated population growth within existing urban growth areas identified within local OCPs to target high opportunity areas for District energy.
- Adopt renewable energy maps within OCPs and include policies encouraging new development applications within those areas to obtain a portion of their energy requirement from those renewable energy sources.
- Use policy tools such as rezoning, covenants and phased development agreements to secure higher energy efficient development. Potential opportunities would be either to specify a certain standard (e.g. BuiltGreen Gold, EnerGuide 85), or to require more efficient development over the minimum standard.
- Establish Development Permit Area(s) for the purpose of energy conservation, and renewable energy requirements, and include energy-related guidelines within existing development permit areas to guide development towards higher energy efficiency and lower community GHG emissions.
- Review and amend zoning bylaws to make provision for renewable energy looking at use of land, height restrictions, setbacks and definitions. For example, wind energy conversion systems focusing on safety, noise, and appropriate locations.
- Implement a revitalization tax exemption program within municipalities to encourage energy efficiency, renewable energy, and district energy.

## ***Corporate Policies***

Local governments within our area have already committed to becoming carbon neutral in their operations through the Climate Action Charter. Reducing local government emissions by improving efficiency through upgrades to government buildings or greening vehicle fleets are possible actions that provide permanent reductions in the offsets local governments need to buy.

The proposed guidelines being developed by the province<sup>6</sup> include an option for local governments to use their own projects, or projects within the local community to offset their output of greenhouse gases. Potential projects that may qualify as an offset include fuel switching, building energy efficiency retrofits, and curbside organic waste diversion projects.<sup>7</sup>

### **Opportunities:**

- Review infrastructure projects and waste management plans using an Integrated Resource Recovery (IRR) approach, identifying opportunities to recover waste and generate new products and services.
- Develop a corporate green building policy for new buildings and renovations, as well as an energy management strategy to find efficiencies in current operations.
- Assess existing infrastructure (water, sewer, lighting) to optimize energy-related inputs and improve efficiency.
- Hire an energy manager (50% funding provided by BC Hydro) to champion and implement energy-related projects throughout the organization on corporate buildings and district energy projects (where applicable).
- Install solar hot water systems on local government building(s).
- Partner in district energy (undertake pre-feasibility study) or renewable energy project(s).

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<sup>6</sup> The Climate Action Charter (CAC) established the Green Communities Committee (GCC), which is a Joint Provincial and Union of British Columbia (UBCM) Committee tasked with ensuring local governments have the tools to help them meet their CAC commitments as well as developing a common approach for local governments to achieve carbon neutrality for the purposes of the CAC.

<sup>7</sup> The GCC is looking at 3 options for local government offsets: 1) purchase offsets from a credible offset provider; 2) use GHG emission reductions resulting from GCC approved projects within local communities as offsets, which supports investment in local projects; and 3) use other types of local government projects to provide offsets. Source: <http://www.toolkit.bc.ca/carbon-neutral-government#Framework>



## ***Facilitation/Programming***

Corporate and community policies should be complemented by energy-related programming including education and outreach, economic development programs, and financial incentive programs to assist with increased capital costs associated with higher standards or renewable energy.

As facilitators, local governments play a role in spearheading pilot projects, and have the ability to partner with other organizations, research-based organizations, institutions, corporations/utilities to implement programs and projects. Some opportunities are straightforward and can easily be integrated into existing processes, whereas others require a dedicated commitment to develop or participate within a program.

### **Opportunities:**

- Continue working with Municipal Green Building Leaders program to explore funding opportunities for renewable energy (current emphasis is on exploring the use of local improvement charges to fund renewable energy projects such as district energy).
- Include energy efficiency and/or renewable energy in sustainability checklist.
- Work with the clean technology advisory committee to provide recommendations and build support within the community.
- Establish and work with an advisory group (of developers and builders) to identify what standard would be acceptable in order to increase the number of “green buildings” within our region.
- Partner with community groups or utilities (e.g. CityGreen or BC Hydro) to develop an outreach program and/or incentive program to raise demand and awareness for energy efficient products and services.
- Display promotional material for retrofit programs at the front counter.
- With building permit applications, distribute fact sheet about solar hot-water ready guideline and the benefits/incentives to installation of solar hot water systems to encourage residents/builders to install these.
- In conjunction with the above solar hot-water ready guideline, provide information about solar orientation and passive design strategies - Distribute the passive solar tip sheet to applicants and homeowners at the front counter.
- Streamline the permitting process by establishing a checklist, and allowing minimum building permit fees.

- Develop a rebate program in addition to the ecoEnergy (currently no more funding) and SolarBC rebates (to date SolarBC has funding to March, 2011).
- Provide mapping information indicating the areas of renewable energy potential.

## ***Economic Development***

Work has already begun within our region on developing a local clean energy sector and on identifying viable economic opportunities in renewable energy.

In order to establish the clean technology sector as a solid base of our regional economy, investment in local skills and businesses is required. The Clean Technology study<sup>8</sup> identified the need for a demonstration project, training centre or local government program that would engage the community and those currently involved in the clean technology sector to provide a jumpstart.

Local government practices, policies and programs that increase the demand for clean technology were also identified as a means to promote the development of a clean technology sector. For example, new requirements and policies targeted at renewable energy and clean technology generate the demand for clean technology products and services that can then be developed locally.

## **Implementation**

For successful implementation of the regional energy plan, early success is critical in building momentum and creating support for the plan policies, actions and targets. Consultation, education and outreach with the community and development industry will be required to phase-in policies. Existing legislation and corporate commitments (Climate Action Charter) are already in place, which enable local government to take a leadership role in energy-related areas.

The above-mentioned opportunities are just some of the ways that local governments can support energy efficiency and renewable energy at the community and corporate levels.

Some opportunities can be implemented quickly and with minimal change to existing processes, whereas others require a longer term commitment and concerted effort to achieve meaningful reductions in energy consumption and to generate locally produced renewable energy.

Moving forward, the mapping component of the project will provide a better understanding of the region's renewable energy potential, and the refined modeling and analysis will indicate how close the policy options get us to achieving our energy targets.

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<sup>8</sup> The Cowichan Valley Clean Technology Sector: Opportunities for Development, March 27, 2009  
<http://www.cvrd.bc.ca/documents/EDC/Pdf/The%20CV%20Clean%20Tech%20Sector.PDF>



**SR2**

**STAFF REPORT**

**REGIONAL SERVICES COMMITTEE MEETING  
OF OCTOBER 27, 2010**

**DATE:** September 27, 2010  
**FROM:** Mark Kueber, General Manager,  
Corporate Services Department

**FILE NO:**  
**BYLAW NO:**

**SUBJECT:** Chesterfield Sports Society Financial Contribution

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**Recommendation:**

For information.

**Purpose:**

To provide the Regional Services committee with the cost implications if a new service was created with a maximum Requisition of \$100,000 and the participants were Electoral Areas A, B, C, D, E, G, the Town of Ladysmith, the District of North Cowichan and the City of Duncan.

**Financial Implications:**

The cost per \$100,000 of assessed residential property value for a new service with a maximum requisition of \$100,000 with the participants being Electoral Areas A,B,C,D,E,G, the Town of Ladysmith, the City of Duncan and the District of North Cowichan would be \$.80 compared to \$.68 if this service was regionally funded.

**Background:**

At the Regional Services Committee meeting on August 25<sup>th</sup> staff was requested to determine the cost per \$100,000 of assessed value for a requisition of \$100,000 to assist with funding the Cowichan Sportsplex based on a reduced participation from the Regional proposal. The result is an increase of \$.12 per \$100,000 of assessed value from \$.68 to \$.80.

Submitted by,

Mark Kueber, C.G.A.  
General Manager, Corporate Services Department

MK:tk



SR3

## STAFF REPORT

### REGIONAL SERVICES COMMITTEE MEETING OF OCTOBER 27, 2010

**DATE:** October 12, 2010  
**FROM:** J.E. Barry, Corporate Secretary  
**SUBJECT:** Cowichan Lake Sports Arena Service Amendment Bylaw  
(Maximum Requisition Limit Increase)

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#### **Recommendations:**

1. That the annual maximum requisition limit for the Cowichan Lake Sports Arena Service be increased from \$2,095,614 to \$2,619,255.
2. That "CVRD Bylaw No. 3410 – Cowichan Lake Sports Arena Service Amendment Bylaw, 2010" be forwarded to the Board for consideration of three readings and adoption.

#### **Purpose:**

To introduce Bylaw No. 3410 that amends Bylaw No. 2316, *Cowichan Lake Sports Arena Service*, by increasing the maximum annual requisition limit from \$2,095,614 to \$2,619,255 to reflect the current and expected increase in costs to operate and maintain the Cowichan Lake Sports Arena.

#### **Financial Implications:**

If adopted, the maximum amount of money that may be requisitioned annually in support of this service is the greater of \$2,619,255 or an amount equal to the amount that could be raised by a property value tax of \$1.9998 per \$1,000 of net taxable land and improvements. The maximum cost to taxpayers within the service area with property assessed at \$100,000 would be \$149.54 annually.

#### **Interdepartmental / Agency Implications**

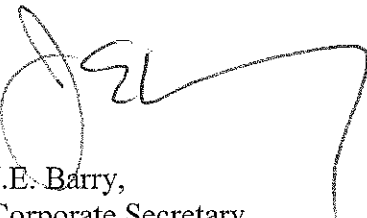
This bylaw requires the approval of the service area voters before it can be adopted. Voter approval may be obtained by the two Electoral Area Directors consenting in writing, and the Town of Lake Cowichan consenting by Council resolution to the adoption of the Bylaw. This bylaw meets the criteria for exemption from obtaining the Inspector of Municipalities approval pursuant to the *Regional Districts Establishing Bylaw Approval Exemption Regulation, B.C. Reg. 113/2007*.

**Background:**

The Cowichan Lake Sports Arena Renovation Referendum was held in November 2008 and a majority of the electorate in the Town of Lake Cowichan, Electoral Area F and Electoral Area I voted in favour of borrowing up to \$7.5 million to renovate the arena.

As a result of the renovation, it is necessary to increase the maximum requisition limit so that the costs of operating and maintaining the facility can be covered. The requisition can be increased by up to 25% without approval of the Inspector of Municipalities. The current requisition limit was set in 2002 upon the adoption of Cowichan Lake Sports Arena Service Establishment Bylaw No. 2316.

Submitted by,



J.E. Barry,  
Corporate Secretary



## COWICHAN VALLEY REGIONAL DISTRICT

### BYLAW NO. 3410

#### A Bylaw to Amend Cowichan Lake Sports Arena Service Establishment Bylaw No. 2316

---

**WHEREAS** the Board of the Cowichan Valley Regional District established the *Cowichan Lake Sports Arena Service* under the provisions of CVRD Bylaw No. 2316, cited as "CVRD Bylaw No. 2672, Cowichan Lake Sports Arena Service Establishment Bylaw, 2002";

**AND WHEREAS** the Board of the Cowichan Valley Regional District deems it desirable and expedient to increase the maximum annual tax requisition from \$1.60/\$1,000 to \$2.00/\$1,000 of net taxable value of land and improvements in the electoral area;

**AND WHEREAS** the Town of Lake Cowichan and the Area Directors for Electoral Area F – Cowichan Lake South/Skutz Falls and Electoral Area I – Youbou/Meade Creek have consented, in writing, to the adoption of this bylaw;

**NOW THEREFORE** the Board of Directors of the Cowichan Valley Regional District enacts as follows:

#### 1. CITATION

This bylaw may be cited for all purposes as "CVRD Bylaw No. 3410 – Cowichan Lake Sports Arena Service Amendment Bylaw, 2010".

#### 2. AMENDMENT

That CVRD Bylaw No. 2316 be amended as follows:

- a) That the Section 8 "Maximum Requisition Costs/Tax Rate" text be deleted and replaced as follows:

##### 8. Maximum Requisition

The maximum amount of money that may be requisitioned annually in support of this service shall be the greater of \$2,619,255 or an amount equal to the amount that could be raised by a property value tax of \$1.9998 per \$1,000 of net taxable value of land and improvements within the service area.

.../2

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Chairperson

---

Corporate Secretary



SR4

## STAFF REPORT

### REGIONAL SERVICES COMMITTEE MEETING OF OCTOBER 27, 2010

**DATE:** October 20, 2010

**FILE No:**

**FROM:** Sharon Moss, Manager, Finance Division

**BYLAW No:**

**SUBJECT:** Temporary Borrowing Bylaw No. 3435 for the Douglas Hill Water System

---

**Recommendation:**

That it be recommended that Temporary Borrowing Bylaw No. 3435 be forwarded to the Board for consideration of three readings and adoption.

**Purpose:**

To obtain authorization from the Board for temporary borrowing in the amount of One Hundred Fifty Thousand dollars (\$150,000) to be used for the upgrade of the Douglas Hill Water System.

**Financial Implications:**

If approved the Regional District would be able to temporarily borrow for capital work necessary to upgrade the Douglas Hill Water System to municipal standard. Interest expense would be incurred and paid for out of the operating budget for this system.

**Interdepartmental/Agency Implications:**

Not applicable.

**Background:**

The Regional Board approved the Loan Authorization Bylaw No. 3383 on June 9, 2010. The attached temporary borrowing bylaw will provide the funds needed to finance the necessary capital work in 2010. The Regional District will need to temporarily borrow until the next time the Municipal Finance Authority goes out into the market to secure Long Term Debenture Debt, which will be the spring 2011.

Submitted by,

Sharon Moss, C.G.A.  
Manager, Finance Division

SM:tk

Attach.

General Manager Approval:  
  
Signature





## COWICHAN VALLEY REGIONAL DISTRICT

### BYLAW No. 3435

#### **A Bylaw to Authorize Temporary Borrowing Pending the Sale of Debentures.**

---

**WHEREAS** it is provided by Section 823.2 of the *Local Government Act* that the Regional Board may, where it has adopted a loan authorization bylaw, without further assents or approvals, borrow temporarily from any person under the conditions therein set out;

**AND WHEREAS** the Regional Board has adopted Bylaw No. 3383, cited as "**CVRD Bylaw No. 3383 – Douglas Hill Water System Service Loan Authorization Bylaw, 2010**", authorized to finance the capital work necessary to upgrade the Douglas Hill Water System to a municipal standard, in the amount of One Hundred Fifty Thousand Dollars(\$150,000);

**AND WHEREAS** the sale of debentures has been temporarily deferred;

**NOW THEREFORE**, the Regional Board of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. The Regional Board is hereby authorized and empowered to borrow an amount or amounts not exceeding the sum of One Hundred Fifty Thousand Dollars (\$150,000), as the same may be required.
2. The form of obligation to be given as acknowledgement of the liability shall be a promissory note or notes bearing the corporate seal and signed by the Chair and the Financial Administration Officer.
3. The money so borrowed shall be used solely for the purposes set out in said Bylaw No. 3383.
4. The proceeds from the sale of debentures or so much thereof as may be necessary shall be used to repay the money so borrowed.
5. This bylaw may be cited as "**CVRD Bylaw No. 3435 – Douglas Hill Water System Service Temporary Borrowing Bylaw, 2010**".

.../2

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Secretary



STAFF REPORT

REGIONAL SERVICES MEETING  
OF OCTOBER 27, 2010

**DATE:** October 21, 2010

File No:

**FROM:** Sybille Sanderson, Acting General Manager, Public Safety

**SUBJECT:** Central Island 911 (CI911) Call Answer Levy Bylaw

---

**Recommendation:**

That "CVRD Bylaw No. 3436 - 911 Call Answer Levy Bylaw, 2010" be forwarded to the Board for consideration of three readings and adoption.

**Purpose:**

To enhance the call answer levy to more fully recover the costs of Central Island 911 services by requiring collection of the levy by all telecommunications providers.

**Background:**

The City of Nanaimo, the Cowichan Valley Regional District and the Regional District of Nanaimo entered into an agreement to operate a 911 call answering service known as the Central Island 911 Service (CI911). The costs of this service are recovered in two ways. The costs to provide a Primary Service Answering Point (PSAP) at the RCMP detachment in the City of Nanaimo are recovered by a Call Answer Levy (CAL) on landlines within the three jurisdictions. The levy is collected by the telephone provider and remitted monthly to the City of Nanaimo who manages the service on behalf of the three members.

The collection mechanism was authorized by the Canadian Radio and Telecommunications Commission (CRTC) in 1998 to permit 911 providers the option of having telecommunications providers collect through individual telephone bills, a levy which is solely applied to the costs of a primary call taking center. The call answer levy authorized by the CRTC applies only to an incumbent (i.e. Telus) or a Competitive Local Exchange Carrier (CLEC). CLEC providers have purchased access to an incumbent's telecommunications network.

911 systems also operate and maintain Secondary Service Answering Points (SSAP), which deal with the dispatching of local government fire departments for incidents involving fire services. The costs of SSAP services for the CI911 service are currently recovered by taxation. The Central Island 911 members have stated their objective of recovering all costs of providing a 911 service through a user fee which would be collected through telephone bills.

The telecommunications environment has changed considerably and new services are not covered by the original CRTC regulation and the CRTC has advised 911 service providers that there will be no further regulation requiring wireless or digital service providers to provide a similar collection service. There is

no regulation that prevents 911 providers from entering into similar agreements with alternative telecommunication providers. To date all such attempts by the CI911 service have been unsuccessful. The response of alternative providers has been that they are prepared to collect call answer levies only where there is a Provincial regulation in place for that purpose.

On May 13, 2009, motion 09-272 was passed, stating:

**It was moved and seconded that the General Manager, Public Safety be directed to jointly pursue with Central Island 911 Partners (City of Nanaimo and Regional District of Nanaimo), implementation of a Call Answer Levy on cellular telephones within the 911 service area. This will be through the Association of BC 911 Service Providers, negotiating with the Wireless Service Providers (WSPs) and if such negotiations fail, pursuing a legislative solution through the Canadian Radio-television and Communications Commission (CRTC), Union of British Columbia Municipalities (UBCM) or the Province of BC.**

The Operating Committee of the CI911 service has for several years been exploring two issues related to cost recovery. The first and foremost is the authority to have all telecommunications providers collect a call answer levy and the second is to have a call answer levy rate which is sufficient to cover all of the costs of providing the 911 service ( the costs of both the PSAP and SSAP services). Numerous attempts have been made by the CI911 jurisdictions to have the Province of BC implement a provincial regulation requiring all telecommunication providers to collect a 911 call answer levy but to date this option has not been successfully implemented.

The wireless CAL is supported by the Association of BC 911 Service Providers. It also appears that much of the billing system for 911 Service is already in place and many already charge a 911 Access Fee. However, none of these collected fees go to 911 Service Providers at this time.

In consultation with legal counsel, it has been determined that local governments have the authority to authorize a call answer levy and to require telecommunications providers who wish to provide access to the local government 911 call answering service, to collect that levy on our behalf. The bylaw attached to this report has been prepared for that purpose.

The telephone service providers were sent copies of the bylaw prior to the City of Nanaimo giving their Central Island 911 Call Answer Levy Bylaw three readings. The Regional District of Nanaimo at this time has not yet given the bylaw three readings. Since then, we have received letters from Telus and the Canadian Wireless Telecommunications Association stating their concerns (see attached). We are prepared to speak to these concerns and have Mr Per Kristensen and Mr. Ron Lambert from the City of Nanaimo coming to address any specific concerns you may have.

### **Financial Implications:**

The current CAL is \$0.47 cents per month per landline and some cellular telephone numbers. This is the lowest levy in British Columbia. Of that amount \$0.07 cents has been regulated by CRTC to be retained by the telecommunications company to cover their administration and remittance costs. The levy is currently assessed on approximately 110,000 telephone subscribers and is providing a breakeven recovery to the RCMP for the Primary Service Answering Point (PSAP) costs only. The SSAP (FireComm) is covered entirely by property tax requisition which is budgeted to be \$404,935 in 2010. As well, CVRD property taxes pay for all maintenance, repair and replacement of our portion of the Central Island 911 Repeater System bringing us to the current tax requisition of \$552,120.

Staff estimates an additional 100,000 "telephone" subscribers in the wireless service sectors. Ideally, all of the 911 service costs (both PSAP and SSAP) could be recovered by this more equitable and

comprehensive call answer levy and the taxation requisition could be reduced accordingly, a potential savings of over \$400,000 with the remaining requisition only needed to cover our portion of the repeater system maintenance and replacement expenses. Under this alternative, the call answer levy is estimated at \$0.75 per month per telephone number. This amount is very much in keeping with CAL charges throughout the province.


The proposed bylaw establishes a call answer levy of \$0.75 per month per subscriber and requires any telecommunications provider wishing access to the CI911 service to enter into an agreement to collect the levy through the telephone subscriber bill. The bylaw provides for an administrative fee of \$0.07 per month per telephone subscriber to be included in the call answer levy to cover the providers' costs of collection and administration of the levy.

**Interdepartmental/Agency Implications:**

Attempts have been made by the CI911 jurisdictions to have the Province of BC require all telecommunication providers to collect a 911 call answer levy but to date this option has not been successfully implemented. Numerous requests have also gone out to the telecommunications providers asking them to enter into discussions with us on how we can best work together. Their response has been that they will only deal with this at a provincial level. Unfortunately, all efforts to move this into the provincial realm have not met with any success.

The only alternative to implement and collect a user fee which meets the objectives of the members of the CI911 service, is a local government bylaw as outlined above. This bylaw broadens the application of the call answer levy and increases the rate so that all costs of the Central Island 911 service are paid for by a "user fee".

Submitted by,



Sybille Sanderson  
Acting General Manager, Public Safety



Dave Cunningham  
VP Government Relations

**TELUS**  
3, 555 Robson Street  
Vancouver, British Columbia  
Canada V6B 3K9  
telus.com  
604 697 8043 Telephone  
604 431 6758 Facsimile  
dave.cunningham@telus.com

September 23, 2010

Mayor John Ruttan and Members of Council  
City of Nanaimo  
455 Wallace Street  
Nanaimo, BC V9R 5J6  
Canada

Dear Mayor Ruttan and Members of Council:

I am writing to express our deep concern with draft By-law No. 7114, which proposes the introduction of a call answer levy to recover the costs of providing 911 service in the City of Nanaimo.

While we at TELUS recognize and understand your desire to recover costs associated with the delivery of 911 service, there is critical information the City of Nanaimo should be aware of before Council gives final approval to this By-law on October 4.

Overall, we are deeply concerned that approaching this on a municipal basis would be extraordinarily difficult and costly to administer, particularly if other municipalities adopt different levies of their own. A provincial approach – as has been taken in Quebec, Nova Scotia, PEI, New Brunswick and Saskatchewan – is much easier to administer as we already have systems in place to deal with variances in taxation and other charges among the provinces.

Indeed, many members of our industry, including but not limited to new wireless companies and smaller Voice-over IP providers, will presumably be affected by this proposed by-law, and may not even be aware of the proposed change or have sufficient time to implement it. Moreover, the proposed change also affects other neighbouring municipalities. While we can only speak to our own situation, we believe most carriers would face the following challenges (technical or otherwise):

- 1. Our systems are not set up to enable levies to be charged on a municipal basis. Developing a billing system to administer a municipal 911 levy could potentially cost in excess of \$500,000.**
  - TELUS does not currently have the systems in place that would allow us to administer a 911 levy on a municipal basis, as proposed in the by-law.
  - To be able to administer a municipal or regional levy, we would need to build a special billing system for the affected municipality.
  - A preliminary estimate suggests the cost could be in excess of \$500,000. It would also likely take at least a year to build such a system, assuming the necessary technical support was readily available for the project.
  - The estimated \$.07 in the proposed rate that TELUS would receive for billing and collection of this fee is not anticipated to be enough to cover the costs of administering the fee.

2. **It may not be possible to accurately identify which of our customers are residents of the affected municipality, in order to charge the levy to the right residents.**
  - We do not have systems in place to break out our customers by municipality.
  - Billing addresses are not necessarily an accurate indicator of where a customer resides. In fact, the vast majority of wireless customers do not receive a paper bill at all.
  - The 250 area code is too broad to be able to break out which numbers belong to residents of Nanaimo as opposed to a neighbouring municipality.
  - It is also unclear how we would deal with pre-paid subscribers (who pay upfront, not on a monthly basis) on either the monthly levy or the \$30 fee.
3. **There are many complicating issues with instituting a \$30 charge per 911 call, including the possibility it could deter people from calling 911.**
  - If we are technically unable to implement a 911 levy within the timelines set out in the by-law, the default appears to be that we would be charged \$30 per 911 call made by our customers.
  - Given other such taxes and levies are passed on to service-providers' customers, we would need to provide appropriate notice to our customers of this potential new charge.
  - We are very concerned that this \$30 charge will deter people from calling 911, particularly in situations where they assume someone else has already done so, such as traffic accidents.
  - Some of the calls could be made by tourists or other customers that do not reside in Nanaimo and take issue with having to pay a levy instituted by your municipality.
4. **We believe a province-wide approach makes much more sense, and we extend an offer of assistance to work with your municipality and the Union of BC Municipalities to work with the provincial government for province-wide legislation.**
  - This would prevent the emergence of a costly patchwork of different systems for different municipalities, which would not only be an administrative nightmare but also needlessly expensive.
  - At the end of the day, it will be your taxpayers and our customers who shoulder the burden of that excess administration so it is within all of our interests to keep the administration of a 911 levy as efficient as possible.
5. **We need clarity on how this proposed levy interfaces with your request to increase the 911 levy on wireline customers.**
  - We are uncertain how this new charge would affect the increase being requested with regard to the levy on wireline customers.

Ultimately, we seek the most practical solution that would be in the best interests of affected residents, small business owners, local government, and carriers responsible for the administration of such levies.

To this end, we strongly urge you to defer this By-law so we can work out some of the issues identified in this letter, as well as work with the UBCM and the Province on a province-wide solution that would work for all municipalities and taxpayers in BC.

Sincerely,



Dave Cunningham

cc: Hon. Michael de Jong, Attorney General and Acting Solicitor General and Minister of Public Safety  
David Morhart, Deputy Solicitor General and Deputy Minister of Public Safety  
Hon. Ben Stewart, Minister of Community and Rural Development  
Dale Wall, Deputy Minister of Community and Rural Development  
Bernard Lord, President and CEO, Canadian Wireless Telecommunications Association  
Gary MacIsaac, Executive Director, Union of BC Municipalities  
Chair and Board, Regional District of Nanaimo  
Carol Mason, Chief Administrative Officer, Regional District of Nanaimo  
Chair and Board, Cowichan Valley Regional District  
Warren Jones, Chief Administrative Officer, Cowichan Valley Regional District  
Al Kenning, City Manager, City of Nanaimo



September 29, 2010

Mayor John Ruttan and Members of Council  
City of Nanaimo  
455 Wallace Street  
Nanaimo, British Columbia V9R 5J6

Dear Mayor Ruttan and Members of Council:

I am writing to echo the concerns expressed by TELUS with respect to draft By-law No. 7114, which proposes to introduce a call answer levy intended to fund the provision of 9-1-1 call taking and fire dispatch services in the City of Nanaimo.

The Canadian Wireless Telecommunications Association (CWTA) is the authority on wireless issues, developments and trends in Canada. It represents cellular, PCS, messaging, mobile radio, fixed wireless and mobile satellite carriers as well as companies that develop and produce products and services for the industry.

We recognize the challenges local governments face when working to provide funding for services like 9-1-1, but a scenario where individual municipalities act on their own would create an unworkable administrative nightmare.

Some specific technical issues include:

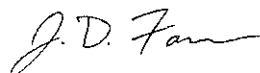
- The billing systems of our members are not configured to apply fees or charges on a municipal basis
- It is not likely to be possible to properly identify which customers are residents of the applicable municipality
- There is no mechanism to apply a municipal levy on prepaid customers

Furthermore, CWTA believes there are many complications with the introduction of a per-call \$30 charge for every call placed to 9-1-1, including charging for calls placed by non-residents.

We believe a province-wide approach— such as has been implemented in New Brunswick, Nova Scotia, Prince Edward Island, Quebec and Saskatchewan — avoids technical limitations of the telecommunications networks, provides greater transparency and equity for residents and wireless subscribers across the province, and is much simpler to administer for industry and governments.

We therefore request you to defer this By-law so that we may work with the UBCM and the Province on a province-wide solution that would work for all municipalities and taxpayers in British Columbia.

Sincerely,



David Farnes  
Vice President, Industry and Regulatory Affairs

cc: Hon. Michael de Jong, Attorney General and Acting Solicitor General and Minister of Public Safety  
David Morhart, Deputy Solicitor General and Deputy Minister of Public Safety  
Hon. Ben Stewart, Minister of Community and Rural Development  
Dale Wall, Deputy Minister of Community and Rural Development  
Dave Cunningham, Vice President, Government Relations, TELUS  
Gary MacIsaac, Executive Director, Union of BC Municipalities  
Chair and Board, Regional District of Nanaimo  
Carol Mason, Chief Administrative Officer, Regional District of Nanaimo  
Chair and Board, Cowichan Valley Regional District  
Warren Jones, Chief Administrative Officer, Cowichan Valley Regional District  
Al Kenning, City Manager, City of Nanaimo



## COWICHAN VALLEY REGIONAL DISTRICT

### BYLAW No. 3436

#### **A Bylaw for the Recovery of Costs of Providing 911 Service in the Cowichan Valley Regional District by means of a Call Answer Levy**

---

**WHEREAS** pursuant to section 363 of the *Local Government Act* a regional district may, by bylaw, impose a fee payable in respect of all or part of a service of the regional district;

**AND WHEREAS** the Cowichan Valley Regional District as a member of Central Island 911, along with the Regional District of Nanaimo and the City of Nanaimo, provides 911 service in the Cowichan Valley Regional District through participation in the 911 Network and operation of a Call Answer Centre;

**AND WHEREAS** it is deemed necessary to recover the costs of providing the Call Answer Centre service in the Cowichan Valley Regional District by means of a call answer levy;

**NOW THEREFORE** the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

#### **1. CITATION**

This bylaw may be cited as the "CVRD Bylaw No. 3436 - 911 Call Answer Levy Bylaw, 2010".

#### **2. INTERPRETATION**

In this bylaw:

**"911 Network"** means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

**"911 Emergency Calling Service Agreement"** means an agreement, substantially in the form attached to this bylaw as Schedule B, under which a Participating Telecommunications Operator agrees to provide access to the Call Answer Centre to its customers, and to provide billing and collection services in relation to the Call Answer Levy;

.../2

**"Billing and Collection Fee"** means that portion of the Call Answer Levy that a Telecommunications Operator may retain as compensation for the services provided to the Cowichan Valley Regional District pursuant to this Bylaw, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the Cowichan Valley Regional District, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the Cowichan Valley Regional District;

**"Bylaw"** means this bylaw, including its schedules;

**"Call Answer Centre"** means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the Cowichan Valley Regional District through Central Island 911;

**"Call Answer Levy"** means the monthly fee to be paid by each Connected Customer, prescribed in Schedule A attached to this bylaw;

**"Central Island 911"** means the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District, and the Regional District of Nanaimo;

**"City"** means the City of Nanaimo;

**"Connected Customer"** means:

- (i) a customer of a Participating Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;
- (ii) where the service referred to in subparagraph (i) is billed as a centre service, each working telephone number; or
- (iii) with respect to each and every telephone number obtained, a Reseller who obtains the services mentioned in subparagraph (i), or (ii);

**"CVRD"** means the Cowichan Valley Regional District;

**"Emergency Service Zone"** means the area within the boundaries of the Cowichan Valley Regional District;

**"Local Exchange Carrier"** means a provider of Local Telephone Services that is recognized as an incumbent local exchange carrier or a competitive local exchange carrier by the Canadian Radio-television and Telecommunications Commission pursuant to the *Telecommunications Act* (Canada);

.../3

**"Local Telephone Service"** means a telecommunications service that provides voice access to the public switched telephone network for the purpose of making and receiving telephone calls and that is capable of being used to dial 911;

**"Participating Local Exchange Carrier"** means a Local Exchange Carrier that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;

**"Participating Telecommunications Operator"** means a Participating Local Exchange Carrier or Participating Wireless Service Provider;

**"Participating Wireless Service Provider"** means a Wireless Service Provider that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;

**"RDN"** means the Regional District of Nanaimo;

**"Reseller"** means a person who rents telecommunications services or circuits from a Local Exchange Carrier or a Wireless Service Provider and resells them to individual users;

**"Single Call Fee"** means the fee per 911 emergency call, prescribed in Schedule A attached to this bylaw, to be paid by a Telecommunications Operator that has not entered into a 911 Emergency Calling Service Agreement;

**"Telecommunications Operator"** means a Local Exchange Carrier or a Wireless Service Provider;

**"Wireless Service Provider"** means a telecommunications carrier licensed to provide wireless communications services pursuant to the *Radiocommunication Act* (Canada).

### **3. 911 EMERGENCY CALLING SERVICE AGREEMENT**

- (1) Every Telecommunications Operator that wishes to provide its customers with access to the Call Answer Centre must:
  - (a) Enter into a 911 Emergency Calling Service Agreement; or
  - (b) Pay for access on a fee-per-call basis in accordance with section 5.
- (2) Where a Telecommunications Operator, as of the effective date of this Bylaw, provides access to the Call Answer Centre to its customers, and provides billing and collection services in relation to the Call Answer Levy through an existing agreement with Central Island 911, section 3(1) shall not apply to that telecommunications Operator so long as such existing agreement remains valid and in force.

**4. CALL ANSWER LEVY**

- (1) The Call Answer Levy is hereby established to recover the Cowichan Valley CVRD's costs in connection with the provision of services in relation to the Call Answer Centre
- (2) Subject to subsection (5), every Connected Customer is required to pay the Call Answer Levy.
- (3) Every Participating Telecommunications Operator is required to charge its Connected Customers the Call Answer Levy.
- (4) Every Participating Telecommunications Operator must within thirty (30) days after the end of each month for which services are provided to Connected Customers:
  - (a) remit to the Cowichan Valley Regional District all Call Answer Levy amounts required to be charged pursuant to subsection (3) for the month whether or not the amounts were collected, less the Billing and Collection Fees; and
  - (b) provide to the Cowichan Valley Regional District a statement of the number of the Participating Telecommunications Operator's working lines and telephone numbers for which a Call Answer Levy was payable for the month.
- (5) The Call Answer Levy payable by a Connected Customer for service of less than a full month shall be prorated based on a thirty (30) day month, and the Billing and Collection Fee shall be prorated in the same proportion.
- (6) All amounts remaining unpaid by a Participating Telecommunications Operator after the thirty (30) day period referred to in subsection (4) are subject to interest at the rate of 1% per month, compounded monthly.

**5. FEE-PER-CALL ACCESS**

- (1) Where a Telecommunications Operator wishes to provide access to the Call Answer Centre to its customers but declines to enter into a 911 Emergency Calling Service Agreement, the Telecommunications Operator must:
  - (a) Pay to the CVRD the Single Call Fee for every 911 emergency call placed in the Emergency Service Zone by a customer of the Telecommunications Operator;

- (b) Remit to the CVRD payment for every Single Call Fee incurred under subsection 5(1)(a) within thirty (30) days of invoicing by the CVRD.
- (2) Every single Call Fee incurred under subsection 5(1)(a) shall constitute a debt due to the CVRD. Single Call Fees remaining unpaid after the thirty (30) day period referred to in subsection 5(1)(b) are subject to interest at the rate of 1% per month, compounded monthly.

6. **SIGNING AUTHORITY**

The Chair and Corporate Secretary are hereby authorized to enter into and execute 911 Emergency Calling Service Agreements on behalf of the CVRD.

7. **COMMENCEMENT**

This Bylaw shall be effective as of December 1, 2010.

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Secretary

.../6

**SCHEDULE A**

**TO CVRD BYLAW NO. 3436**

**Call Answer Levy**

1. The Call Answer Levy is \$0.75 per Connected Customer per month.
2. The Billing and Collection Fee portion of the Call Answer Levy is \$0.07 per Connected Customer per month.
3. The Single Call Fee is \$30.00 per 911 emergency call.



**SCHEDULE B**

**TO CVRD BYLAW NO. 3436**

**911 Emergency Calling Service Agreement**

**911 EMERGENCY CALLING SERVICE AGREEMENT**

**THIS AGREEMENT** made this      day of , 20\_\_.

**BETWEEN:**

**COWICHAN VALLEY REGIONAL DISTRICT**

175 Ingram Street  
Duncan, B.C. V9L 1N8

(the "**CVRD**")

**OF THE FIRST PART**

**AND:**

(the "**Telecommunications Operator**")

**OF THE SECOND PART**

**W H E R E A S:**

- A. The CVRD provides the service of a Call Answer Centre to enable its citizens to access emergency services through the 911 Network;
- B. The Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre;
- C. The CVRD, by bylaw, requires that if the Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre, the Telecommunications Operator may enter into an agreement with the CVRD establishing the terms and conditions of service, including the billing and collection of the Call Answer Levy;

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

## 1.0 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

For the purpose of this Agreement:

**"Accounts Receivable"** means the amounts that are owed to the CVRD by Connected Customers through the imposition of the Call-Answer Levy;

**"Agreement"** means this agreement, including its recitals;

**"Automatic Location Identification" or "ALI"** means the 911 Network's capability to automatically identify the location of the telephone being used by the caller and to provide a display of the location at the Call Answer Centre, and in the case of wireless telephone service, means the 911 Network's capability to automatically identify the location of the Cell Site/Sector that captured a 9-1-1 call and to provide a display of the location at the Call Answer Centre;

**"Automatic Number Identification" or "ANI"** means the 911 Network's capability to automatically identify the 10-digit calling telephone number and to provide a display of that number at the Call Answer Centre;

**"911 Network"** means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

**"911 Network Database"** means the database operated by the 911 Network Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI;

**"911 Network Street Address Database"** means the database operated by the Telecommunications Operator that contains street names, address ranges, routing codes and other data required for the management of ALI and ANI;

**"911 Network Service Provider"** means the ILEC that provides Emergency Calling Service to the Call Answer Centre pursuant to a tariff or agreement through which access to the Emergency Calling Service is made available;

**"Billing and Collection Fee"** means the portion of the Call Answer Levy, as prescribed in the Bylaw, that the Telecommunications Operator may retain as compensation for the services provided to the CVRD pursuant to the Bylaw and this Agreement, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the CVRD, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the CVRD;

**"Bylaw"** means the CVRD's 911 Call Answer Levy Bylaw, 2010 No. 3436, and any amendments thereto;

**"Call Answer Centre"** means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the CVRD through Central Island 911;

**"Call Answer Levy"** means the monthly fee to be paid by each Connected Customer, as prescribed in the Bylaw;

**"Cell Site/Sector"** means an element of wireless network infrastructure at which wireless telecommunications signals are received and transmitted, most often associated with a tower structure. At any given tower structure (or equivalent infrastructure location), a single network element may be installed to operate omni-directionally, in which case one refers to a Cell Site, or multiple network elements may be installed to each operate in a particular cardinal direction, in which case one refers to multiple Cell Sectors;

**"Central Island 911"** means, the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District, and Regional District of Nanaimo;

**"Commission"** or **"CRTC"** means the Canadian Radio-television and Telecommunications Commission and its successors;

**"Connected Customer"** means:

- (i) a customer of the Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;
- (ii) where the service referred to in subparagraph (i) is billed as a centrex service, each working telephone number; or
- (iii) with respect to each and every telephone number obtained, a reseller who obtains the services mentioned in subparagraph (i), or (ii);

**"Emergency Calling Service"** or **"ECS"** means the 911 Network emergency calling service or system that provides each end user subscriber with three digit dial access (911) to Emergency Response Agencies through the Call Answer Centre;

**"Emergency Response Agency"** or **"ERA"** means a communication centre to which emergency calls are transferred from the Call Answer Centre, and which is responsible for dispatching one of the three types of emergency personnel and apparatus (emergency medical, fire or law enforcement);

**"Emergency Service Routing Digits" or "ESRD"** means a network-based 10-digit routable, non-dialable telephone number used to uniquely identify a Cell Site/Sector. The ESRD is used by the 911 Network to route the call to the appropriate Call Answer Centre. The ESRD must be unique and must not be a telephone number assigned to an end user subscriber;

**"Emergency Service Zone"** means the area within the boundaries of the Cowichan Valley Regional District;

**"Exchange Service"** means any local telecommunications service offered directly or indirectly by the Telecommunications Operator to its end user subscribers that is capable of outward dialing;

**"Force Majeure"** means any event or circumstance excluding lack of funds not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) strikes, lockouts and other industrial disturbances;
- (c) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (d) acts or omissions of federal, provincial or local governments (other than the Cowichan Valley Regional District) or any of their boards or agencies (other than boards or agencies of the Cowichan Valley Regional District), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction; and
- (e) explosion, fires or mechanical breakdowns.

**"Incumbent Local Exchange Carrier" or "ILEC"** means the company that operates the 911 Network platform or switching station which connects to the Call Answer Centre, being Telus Communications Inc., its successors or assigns;

**"Interconnection Agreement"** means an agreement between the Telecommunications Operator and the ILEC that enables the Emergency Calling Service to connect to the Call Answer Centre;

**"Reseller"** means a person who rents telecommunications services or circuits from the Telecommunications Operator and resells them to individual users;

**"Selective Routing and Transfer"** means a feature that automatically routes a 911 call to the appropriate Call Answer Centre and facilitates the transfer of the 911 call to the appropriate ERA based upon the ALI of the caller;

1.2 Gender, Number and Other Terms

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a corporate entity include individuals and vice versa.

1.3 Reference to Enactments

Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may be passed which supplements or supersedes such enactment.

1.4 No Contra Proferentum

The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Agreement.

1.5 Currency

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

1.6 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable therein and all disputes and claims whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in anyway connected with this Agreement will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.

1.7 Cross-References

Unless otherwise stated, a reference in this Agreement to a designated article, section, subsection, paragraph or other subdivision or to a schedule is to the designated article, section, subsection, paragraph or other subdivision of, or schedule to this Agreement.

1.8 Approval

A requirement in this Agreement that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete and unfettered discretion of the party.

**2.0 SERVICE DESCRIPTION**

- 2.1 The Telecommunications Operator shall supply an ECS that provides each Connected Customer with the well-recognized three-digit (911) telephone access to emergency services through the Call Answer Centre. The Telecommunications Operator shall provide each Connected Customer access to the 911 code from each of its central offices.
- 2.2 The ECS supplied under section 2.1 must be provided to each Connected Customer connected to the Telecommunications Operator's network through any of the Telecommunications Operator's Exchange Services.

**3.0 OBJECT OF SERVICE**

- 3.1 In accordance with paragraph 286 of Telecom Decision CRTC 97-8, or any amendments thereto or superceding decisions of the Commission, as well as all legislation and regulations that may be applicable from time to time, the CVRD and the Telecommunications Operator wish to provide appropriate terms and conditions in order to make ECS available to each Connected Customer of the Telecommunications Operator in the Emergency Service Zone.

**4.0 CONDITIONS OF SERVICE**

- 4.1 The Telecommunications Operator agrees to:
- (a) Make ECS accessible to all Connected Customers in the Emergency Service Zone;
  - (b) Provide ECS in accordance with the requirements of section 5 through the network of the 911 Network Service Provider to the Call Answer Centre;
  - (c) Provide ALI and ANI data, routing and other data by way of the 911 Network Service Provider to the at the Call Answer Centre and such Emergency Response Agencies as are deemed appropriate by the CVRD and the Telecommunications Operator;
  - (d) Provide to the CVRD at the Call Answer Centre a telephone number that is accessible on a 24 hour-per-day, 365 day-per-year basis, for purposes of reporting trouble with the ECS;
  - (e) Provide to the CVRD a facsimile number or alternative address such as email, or both, for purposes of dealing with problems with information as to Connected Customers and the 911 Network Street Address Database, and updating such information as required;
  - (f) Operate, maintain and update a 911 Network Street Address Database in respect of its Connected Customers; and

- (g) Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in section 4.1(a).

4.2 The CVRD agrees to:

- (a) Provide and operate the Call Answer Centre on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls, along with any emergency response, are the responsibility of the CVRD and beyond the scope of the services to be provided by the Telecommunications Operator;
- (b) Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre;
- (c) Coordinate participation of all Emergency Response Agencies in the Emergency Service Zone with respect to ECS, including:
  - (i) Ensuring the involvement of the Emergency Response Agencies;
  - (ii) Providing and validating, as reasonably required by the Telecommunications Operator, all geographical data, including street names and addresses, associated with the Emergency Service Zone;
  - (iii) Informing the Telecommunications Operator as soon as reasonably possible of all changes that may occur in the geographical data referred to in subsection 4.2(c)(ii);
- (d) Provide and maintain access to fire, law enforcement and emergency medical services within the CVRD, and provide the address, contact, telephone and facsimile numbers of these services to the Telecommunications Operator. Subject to section 4.2(e) of this Agreement, the CVRD will inform the Telecommunications Operator of any changes to this information by notice in writing;
- (e) Provide the Telecommunications Operator with a minimum of ninety (90) days written notice of an intended change in the location of the Call Answer Centre or the boundaries of the Emergency Service Zone;
- (f) Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in section 4.2(a).

4.3 The CVRD may contract with a third party for the management and operation of the Call Answer Centre but in such event, the CVRD shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of any of its obligations under this Agreement.



**5.0 EMERGENCY CALLING SERVICE FEATURES**

- 5.1 The ECS provided by the Telecommunications Operator shall, subject to section 5.2, permit the utilization of typical 911 features including, without limitation, ANI, ALI and Selective Routing and Transfer.
- 5.2 It is understood and agreed by the parties that the availability and reliability of ECS features depend on:
- (a) The terminal systems and the operating mode selected for the Call Answer Centre and Emergency Response Agencies;
  - (b) The type of Exchange Service and the equipment or telephone systems from which 911 calls originate;
  - (c) The accuracy of the geographical data, which itself is dependent upon the information provided by various sources (for example, the Telecommunications Operator, the CVRD, the 911 Network Service Provider, other telecommunications carriers, and Connected Customers); and
  - (d) The characteristics and reliability of the service provided by the 911 Network Service Provider, to the extent that the Telecommunications Operator's participation in providing ECS is dependent upon the 911 Network Service Provider.

**6.0 CONFIDENTIALITY**

- 6.1 The Telecommunications Operator will provide information to the 911 Network Service Provider, on a call-by-call basis, including such information as the name, telephone number, class of service and location shown on the Telecommunications Operator's records as the address for the Exchange Service from which the 911 call is placed. The information, if confidential, shall be provided to the 911 Network Service Provider, on a confidential basis, for the sole purpose of responding to 911 emergency calls.
- 6.2 The information consisting of names, addresses and telephone numbers of any Connected Customers whose listings are not published in directories or listed in the 911 Network Service Provider's directory assistance records is confidential. The Telecommunications Operator acknowledges and agrees on its own behalf and on behalf of its Connected Customers that any individual placing a 911 emergency call waives the right to confidentiality to the extent that the name, telephone number, class of service and physical service location associated with the originating telephone are furnished to the parties involved in providing or responding to ECS.

- 6.3 Any information including any and all written documentation provided by the Telecommunications Operator to the City, its employees, servants, agents, assigns or contractors pertaining to the design, development, implementation, or operation and maintenance of ECS is confidential, and will be provided by the parties only to such persons who have a need to know for the purposes of this Agreement. The CVRD will not permit any of its employees, servants, agents, assigns or contractors to use, disclose, duplicate or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns or contractors with a need to do so for the purposes of providing ECS or enabling an ERA to respond to a 911 emergency call, or as required by law.
- 6.4 Confidential information regarding ANI and ALI and associated information of the Telecommunications Operator's Connected Customers will be provided to the Call Answer Centre and ERAs as directed by the CVRD solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which the 911 emergency call is placed and for the purpose of associating a 911 emergency call with a physical address. The CVRD, the Call Answer Centre and the ERAs shall not use, disclose or duplicate such information for any other purpose whatsoever, except as required by law.
- 6.5 The CVRD will retain the information regarding ANI and ALI and associated confidential information in confidence and will treat such confidential information with the greater of (i) the same degree of care that it employs for the protection of its own confidential information or (ii) a reasonable degree of care, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns or contractors, including the Call Answer Centre and ERAs, where there is a need to know for purposes of providing ECS or responding to a 911 emergency call, or as required by law.
- 6.6 Confidential information shall not include, and neither party shall be under any obligation to maintain in confidence, any information disclosed to it by the other party to the extent that such information:
- (a) is in the public domain at the time of disclosure;
  - (b) following disclosure becomes generally known or available through no action or omission on the part of the receiving party;
  - (c) is furnished to others by the disclosing party without restriction on disclosure;
  - (d) is known, or becomes known, to the receiving party from a source other than the disclosing party provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing party; or
  - (e) is independently developed by the receiving party without violating any of its obligations under this Agreement.

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- 6.7 The Telecommunications Operator and the CVRD shall abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.

**7.0 QUALITY OF ECS SERVICE**

- 7.1 The Telecommunications Operator agrees to install and operate an Emergency Calling Service in a manner that meets or exceeds the quality standards generally accepted in North America for such services.
- 7.2 The Telecommunications Operator shall use reasonable efforts to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.

**8.0 QUALITY OF CALL ANSWER CENTRE SERVICE**

- 8.1 The CVRD shall implement and ensure the operation of the Call Answer Centre in a manner that meets or exceeds the quality standards generally accepted in North America for such services.

**9.0 IMPLEMENTATION SCHEDULE**

- 9.1 The Telecommunications Operator and the CVRD agree that the implementation of ECS within the Emergency Service Zone will be carried out pursuant to an implementation schedule to be mutually agreed to by the Telecommunications Operator, the CVRD and the 911 Network Service Provider in writing and which may be changed from time to time by agreement of the parties.

**10.0 BILLING AND COLLECTION AUTHORIZATION**

- 10.1 The CVRD represents and warrants to the Telecommunications Operator that it has the authority to designate the Telecommunications Operator as an agent of the CVRD to perform the billing and collection functions described in this Agreement on behalf of the CVRD.
- 10.2 The CVRD hereby expressly authorizes the Telecommunications Operator to act as the CVRD's agent to perform the billing and collection functions described in this Agreement and to refer orally or in writing to the CVRD's name to explain the nature of the Call Answer Levy billed and collected by the Telecommunications Operator as agent for the CVRD.

**11.0 CALL ANSWER LEVY BILLING PROCEDURES**

- 11.1 Each month, the Telecommunications Operator may bill its Connected Customers, in the monthly bill for telecommunications products and services provided by the Telecommunications Operator, the amount of the Call Answer Levy or some portion thereof in respect of that month. The monthly bill may identify the amount of the Call Answer Levy or portion thereof so billed as a separate charge and the bill may also indicate that the Telecommunications Operator is billing the Call Answer Levy or portion thereof as an agent for the CVRD.
- 11.2 Notwithstanding any decision by the Telecommunications Operator only to bill part of the Call Answer Levy to its Connected Customers or any subset thereof, or not to bill any part of the Call Answer Levy to those customers or any subset thereof in any given month, the Telecommunications Operator shall be deemed to have billed the full amount of the Call Answer Levy to its Connected Customers every month and the Telecommunications Operator shall owe and be responsible for remitting to the CVRD the amounts described in section 12.1 in the manner and according to the timing described therein.
- 11.3 If the Telecommunications Operator commits any errors in the establishment of the monthly bill, its responsibility to correct said error is limited to bringing the necessary correction to the next bill or summary and remitting amounts due to the CVRD as set out in section 12.1.

**12.0 CALL ANSWER LEVY REMITTANCE**

- 12.1 The Telecommunications Operator agrees to remit to the CVRD or its assignee, within 30 days after the end of the month for which the Call Answer Levy was billed by the Telecommunications Operator:
- (a) the Call-Answer Levy multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing; less
  - (b) the Billing and Collection Fee multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing.
- 12.2 The CVRD may assign its rights to the amounts described in section 12.1 to the Call Answer Centre or other appropriate entity, provided that the CVRD gives to the Telecommunications Operator at least sixty (60) days written notice of its intention to assign the rights to the Call Answer Centre or other appropriate entity. Upon the expiration of the notice period, the Telecommunications Operator will remit the amounts indicated in section 12.1 to the Call Answer Centre or other appropriate entity until otherwise indicated in writing by the CVRD.

12.3 The CVRD represents and warrants that it has the authority to sell, assign, transfer and set over unto the Telecommunications Operator all rights, title and interests in any Accounts Receivable with respect to the Call Answer Levy owed by Connected Customers each month, and subject to the Telecommunications Operator's obligations set out in section 12.1 hereby sells, assigns, transfers and sets over all such rights, title and interests in the Accounts Receivable to the Telecommunications Operator.

12.4 All amounts remaining unpaid by the Telecommunications Operator to the CVRD or its assignee by the date set out in section 12.1 will carry interest at the rate prescribed in the Bylaw.

### **13.0 TELECOMMUNICATIONS OPERATOR RIGHTS AND OBLIGATIONS**

13.1 The Telecommunications Operator has the right to do all lawful acts necessary to protect and maintain the value of its interests relative to the Call Answer Levy identified in this Agreement.

### **14.0 TAXES**

14.1 The CVRD is responsible for informing the Telecommunications Operator of all applicable taxes and the rates in respect thereof which must be applied to the Call Answer Levy. The Telecommunications Operator shall bill the taxes to its Connected Customers and shall remit such taxes to the appropriate authorities. The CVRD agrees to save the Telecommunications Operator harmless from any claims arising in connection with the remittance of such taxes, subject to exceptions as described in section 16.2.

### **15.0 REPORTING**

15.1 At the same time that the Telecommunications Operator remits the amount required under section 12.1, the Telecommunications Operator will remit to the CVRD or its assignee a report indicating the amount billed with respect to the Call Answer Levy for the CVRD and the Billing and Collection Fee charged to the CVRD. Taxes, levies or duties or similar charges, where applicable, will be itemized separately.

15.2 Reports submitted by the Telecommunications Operator under section 15.1 will be considered accurate, unless the CVRD advises the Telecommunications Operator of errors within ninety (90) days of the end of the fiscal year in which the reports were submitted. The CVRD may have these reports verified by auditors of its choice at the CVRD's expense. The CVRD acknowledges that the information upon which the reports are based changes constantly and cannot be retained by the Telecommunications Operator.

15.3 If the parties identify an error in a payment made under section 12.1, they will establish the correct amount and render compensation if due. The party who is owed, if there is one, will be reimbursed by making adjustments to the amount of the next remittance, whether the amounts are due to the CVRD or to the Telecommunications Operator.

**16.0 LIABILITY AND INSURANCE**

- 16.1 The Telecommunications Operator's liability to its Connected Customers for the performance of its obligations pursuant to this Agreement shall be subject to and governed by the Telecommunications Operator's general terms of service.
- 16.2 The CVRD agrees to indemnify and save harmless the Telecommunications Operator from and against any and all losses, claims, demands, actions, costs and damages including reasonable legal fees and disbursements (hereinafter collectively referred to as "**Claims**") arising directly or indirectly from any act or omission of the CVRD, or the reasonable acts or omissions of the Telecommunications Operator as the CVRD's billing and collection agent in connection with the provision of services or facilities to be provided on behalf of the CVRD pursuant to this Agreement, and undertakes to defend any legal action arising from such Claims at its own cost. Notwithstanding the foregoing, the CVRD shall not be responsible to the extent that any Claims were caused or contributed to by the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator, and the Telecommunications Operator shall be responsible for, and indemnify the CVRD from and against the consequences of the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator.
- 16.3 During the term of this Agreement, each of the CVRD and the Telecommunications Operator shall maintain sufficient insurance to cover its respective obligations under this Agreement and shall provide evidence of the same to the other party hereto upon request.

**17.0 TERM AND RENEWAL**

- 17.1 This Agreement shall be effective as of the date shown on page one of this Agreement and continue for a term of five (5) years.
- 17.2 The term of this Agreement shall be automatically renewed and extended and remain effective for successive further periods of one (1) year each unless one party gives to the other at least six (6) months written notice of the termination prior to the end of the initial term or any renewal period.
- 17.3 If either party materially breaches this Agreement, the party not in breach may give to the other party written notice specifying the breach and, if within a period of seven (7) days the breach is not remedied, or, in the case of a breach which cannot reasonably be remedied within such period, the party not in breach has not accepted a schedule for remedying the breach, the party not in breach may, by a further written notice, terminate this Agreement immediately without penalty.

- 17.4 Notwithstanding sections 17.1 and 17.2, if the 911 Network Service Provider ceases or gives notice of its intention to cease to provide 911 Network service to the CVRD, or in the event of the Telecommunications Operator ceasing, or giving notice of its intention to cease, to obtain access to the CVRD at the Call Answer Centre through or by way of the 911 Network Service Provider, the parties shall take all reasonable steps to ensure that the object of this Agreement as provided in section 3 is achieved.

#### **18.0 FORCE MAJEURE**

- 18.1 Neither the Telecommunications Operator nor the CVRD will be held responsible for any damages or delays as a result of Force Majeure.
- 18.2 In the event of Force Majeure, the Telecommunications Operator and the CVRD will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- 18.3 The costs incurred in providing temporary replacement service under section 18.2 will be borne in accordance with the sharing of obligations between the Telecommunications Operator and the CVRD, as set out in section 4.

#### **19.0 DISPUTE RESOLUTION**

- 19.1 Except with respect to any matter within the jurisdiction of the Commission, any dispute or disagreement that may occur pursuant to this Agreement is to be dealt with by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means until such dispute or disagreement is resolved. The means to be used are:
- (a) Negotiation;
  - (b) Mediation; and
  - (c) Arbitration.
- 19.2 Except for purposes of preserving a limitation period or obtaining an interim order or remedy where reasonably necessary, the parties agree that legal proceedings shall be avoided until the procedures in this section have been tried and used in good faith in the order listed, as the parties recognize that among other aspects of legal proceedings, they are public. Any arbitration shall be settled by a single arbitrator under the Rules of the British Columbia Arbitration and Mediation Institute, and shall be held in British Columbia.

## 20.0 NOTICES

20.1 Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant Party at the relevant address, facsimile number or e-mail address set out below (the "**Contact Information**"). Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

20.2 The Contact Information for each of the parties is:

[P1]	[P2]
<i>[incl. email address – ensure long-standing address for contracts of long duration]</i>	

20.3 Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

20.4 Subject to sections 20.5 through 20.8 each Notice shall be deemed to have been given or made at the following times:

- (a) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
- (b) if sent by registered mail, seven (7) days following the date of such mailing by sender;
- (c) if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or
- (d) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.



- 20.5 If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is a Saturday, Sunday or holiday as defined in the *Interpretation Act* (British Columbia) then the Notice shall be deemed to have been given or made on the next business day following.
- 20.6 Notice given by facsimile transmission will be deemed to be received by the recipient only if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.
- 20.7 If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- 20.8 Each party shall provide Notice to the other party of any change of address, facsimile number, or e-mail address of such party within a reasonable time of such change.

## **21.0 TIME**

- 21.1 Time is of the essence in this Agreement.

## **22.0 BINDING EFFECT**

- 22.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **23.0 WAIVER**

- 23.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **24.0 HEADINGS**

- 24.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

## **25.0 LANGUAGE**

- 25.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**26.0 CUMULATIVE REMEDIES**

- 26.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

**27.0 LAW APPLICABLE**

- 27.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**28.0 RELATIONSHIP OF PARTIES**

- 28.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

**29.0 AMENDMENT**

- 29.1 This Agreement may not be modified or amended except by the written agreement of the parties.

**30.0 INTEGRATION**

- 30.1 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

**31.0 SURVIVAL**

- 31.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

**32.0 NOTICE OF VIOLATIONS**

- 32.1 Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

**33.0 ENTIRE AGREEMENT**

- 33.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

**34.0 SEVERABILITY**

- 34.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this

Agreement.

### 35.0 COUNTERPART

35.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

\* by its authorized signatories

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\* by its authorized signatories

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SIGNED, SEALED AND DELIVERED**

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



SR6

## STAFF REPORT

### REGIONAL SERVICES COMMITTEE MEETING OF OCTOBER 27, 2010

DATE: October 21, 2010

FILE NO:

FROM: Administrator

SUBJECT: **Sub-regional Recreation Subcommittee Update**

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**Recommendation:** For information purposes.

**Background:**

At its September 8, 2010 meeting, the CVRD Board resolved:

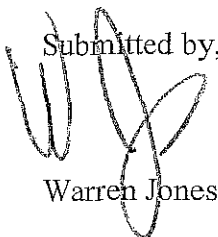
- 10-485 5. 1. That the Chair of the CVRD Board be requested to establish a committee comprised of Directors and staff to develop a public consultation process regarding the sub-regional recreation funding model for the Board's consideration; and further that Directors Harrison, Walker, Marcotte, Hutchins and Giles be appointed as members of the Sub-regional Funding Model Committee; and
2. That the committee report back to the Board prior to October 30, 2010; and further
3. That staff be directed to commission an independent third party financial report on the model as soon as possible.

The Subcommittee has now met on two occasions and an independent third party review of the Yellow Model and financial information has been completed. The report identified a number of minor corrections and suggestions that will be incorporated into a report when the Subcommittee makes its recommendations to the Board.

The Subcommittee has explored issues related to cost, timing, and communication priorities. Most recently, the Subcommittee has expressed an interest in the feasibility of establishing a mechanism to collect facility user details so a more accurate measure of actual recreation facility users could be determined. The Subcommittee has asked staff to provide some additional information for its next meeting on options for collecting user data.

The Subcommittee is now hoping to report back to the Board with its recommendations in November.

Submitted by,



Warren Jones