



C·V·R·D

REGIONAL SERVICES COMMITTEE

WEDNESDAY, SEPTEMBER 23, 2009

IMMEDIATELY FOLLOWING THE SPECIAL BOARD MEETING AT 6:00 P.M.

BOARD ROOM

175 INGRAM STREET

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6. ADJOURNMENT:

The next Regional Services Committee meeting is scheduled for Wednesday, October 28, 2009 at 6:00 p.m. in the Board Room at the CVRD, 175 Ingram Street, Duncan, BC.

DISTRIBUTION:

Regional Services Committee

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

Director R. Hutchins
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
Dan Derby, 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 26, 2009 at 5:49 p.m.

PRESENT: Chair P. Kent
Directors K. Cossey, M. Dorey, L. Duncan, G. Giles,
B. Harrison, D. Haywood, R. Hutchins,
L. Iannidinardo, K. Kuhn, M. Marcotte, T. McGonigle,
I. Morrison<at 5:52 p.m.>, G. Seymour and T. Walker

ALSO

PRESENT: Warren Jones, Administrator
Joe Barry, Corporate Secretary
Dominique Beesley, Recording Secretary

**APPROVAL OF
AGENDA**

It was moved and seconded that the agenda be amended with the deletion of Item No. 5SR2 – Staff Report from the Business Development Officer re: Clean Technology Program and that the agenda, as amended, 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 22, 2009 be adopted.

MOTION CARRIED

5:52 p.m.

Director I. Morrison arrived to the meeting at 5:52 p.m.

CORRESPONDENCE

4C1

Vancouver Island Regional Library, re: correspondence from Mel Dorey, Electoral Area Director for Area G – Saltair / Gulf Islands, was considered.

It was moved and seconded that it be recommended to the Board that the Board Chair send a letter to The Honourable Gordon Campbell, Premier of the Province of British Columbia and to The Honourable Dr. Margaret MacDiarmid, Minister of Education and Minister Responsible for Early Learning and Literacy advising that the CVRD is disappointed with the Provincial government's potential cutbacks to public library funding.

MOTION CARRIED

STAFF REPORTS

5SR1

Staff Report from the General Manager, Corporate Services Department dated August 10, 2009, re: permissive tax exemption, was considered.

It was moved and seconded that it be recommended to the Board that the CVRD provide tax exemption to the Capital Regional District for 2010 and that Bylaw No. 3318 be forwarded to the Board for consideration of three readings and adoption.

MOTION CARRIED

5SR2

Item No. 5SR2 was deleted upon adoption of the agenda.

**ADJOURNMENT
5:59 p.m.**

It was moved and seconded that the meeting adjourn.

MOTION CARRIED

The meeting adjourned at 5:59 p.m.

Chairperson

Recording Secretary

Dated: _____

COWICHAN VALLEY REGIONAL DISTRICT
ADMINISTRATIVE SERVICES DEPARTMENT

REQUEST FOR DELEGATIONS

APPLICATION DATED: Sept. 21 09
NAME OF APPLICANT: Guy Dauncey
ADDRESS OF APPLICANT: 395 Conway Rd. Victoria
PHONE NO.: 250-881-1304
REPRESENTING: (President) BC Sustainable Organization.
Name of Organization
MEETING DATE: Sept 23 09
COMMITTEE/BOARD NAME: RSC Meeting
NO. ATTENDING: 1

TOPIC TO BE PRESENTED:

Status of Energy Policy in
Province of BC

NATURE OF REQUEST/CONCERN:

Sustainable Development - Environment
Commission requested he update Board
on this topic (issue)

Note: Once the request for delegation application has been favourably considered, presentations will be restricted to ten (10) minutes, unless notified otherwise.



5SR1

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING OF SEPTEMBER 23, 2009

DATE: September 8, 2009

FROM: J.E. Barry, Corporate Secretary

BYLAW No: 3252

SUBJECT: CVRD Bylaw No. 3252 – Chairperson, Directors and
Alternate Directors Remuneration Amendment Bylaw, 2009

Recommendation:

That it be recommended to the Board that CVRD Bylaw No. 3252 – Chairperson, Directors and Alternate Directors Remuneration Amendment Bylaw, 2009 be considered for three readings and adoption.

Purpose:

To introduce an administrative change to the existing Director's remuneration bylaw.

Background:

The Board adopted Bylaw No. 2064 - Chairperson, Directors and Alternate Directors Remuneration, Expenses and Benefits Bylaw back in 2000. In 2001, the Board passed a resolution that annual Board remuneration adjustments be matched with CVRD Union wage increases. As a result, following the implementation of each CUPE Collective Agreement, the bylaw was amended to incorporate an increase to the Board's remuneration equal to the percentage negotiated with CUPE. This required a Board vote every few years.

In order to reduce duplication and simplify the process, the Board can change the format of Bylaw 2064 from a "schedule-based" to a "text-based" approach. This is an administrative change that will result in staff processing adjustments to Director's remuneration automatically whenever there is a change to the CUPE wage increases. As a result, the Board will no longer have to vote on their own remuneration every two to four years.

In addition, senior staff have reviewed Bylaw No. 2064 and determined that Section 4 – Expenses and Section 5 – Benefits are already covered by various CVRD policies; the *Local Government Act*; and/or the *Community Charter*. There is no need for these items to also appear in the bylaw.

Submitted by,

J.E. Barry,
Corporate Secretary



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3252

**A Bylaw to Amend Chairperson, Directors and
Alternate Directors Remuneration Bylaw No. 2064**

WHEREAS the Board of the Cowichan Valley Regional District established remuneration, expenses and benefits for the Chairperson, Directors and Alternative Directors of the Regional District pursuant to CVRD Bylaw No. 2064;

AND WHEREAS the Board wishes to amend CVRD Bylaw No. 2064;

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

1. CITATION

This Bylaw may be cited for all purposes as "**CVRD Bylaw No. 3252 - Chairperson, Directors and Alternate Directors Remuneration Amendment Bylaw, 2009**".

2. AMENDMENT

That Bylaw No. 2064 be amended as follows:

- a) That Section 3 be deleted and replaced with the following Section 3:

3. REMUNERATION

- a) Annual remuneration adjustments for the Board of Directors shall use the same percentage adjustment that is contained in the Collective Agreement between the CVRD and Local 358 of the Canadian Union of Public Employees.
- b) One third (1/3) of the annual remuneration shall be considered as an allowance for expenses incidental to the discharge of the Director's duties of office.
- c) Alternate Directors shall be paid for attending a Regular or Special Board or Committee meeting. The amount for attending such meetings shall be annually adjusted by using the same percentage adjustment that is contained in the Collective Agreement between the CVRD and Local 358 of the Canadian Union of Public Employees.
- d) Directors shall be paid for attending a Regular or Special meeting of the Vancouver Island Treaty Advisory Committee. The amount for attending such meetings shall

be annually adjusted by using the same percentage adjustment that is contained in the Collective Agreement between the CVRD and Local 358 of the Canadian Union of Public Employees.

- b) That Schedule "A" be deleted.
- c) That Section 4 and the accompanying Schedule "B" be deleted.
- d) That Section 5 and the accompanying Schedule "C" be deleted.
- e) That Section 6 be renumbered as Section 4.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



CURRENT

COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 2064

(As Amended by Bylaw Nos. 2168, 2261, 2373 and 2663)

**BYLAW NO. 2064 - CHAIRPERSON, DIRECTORS AND ALTERNATE DIRECTORS
REMUNERATION, EXPENSES AND BENEFITS BYLAW, 2000**

**CONSOLIDATED FOR CONVENIENCE ONLY
(OCTOBER 18, 2005)**

The amendment bylaws listed below have been incorporated into enactment Bylaw No. 2064 for convenience purposes only. Persons making use of the consolidated version of Bylaw No. 2064 are advised that it is not a legal document and that for the purpose of interpreting and applying the law, the original bylaws must be consulted. Certified copies of original bylaws are available through the Corporate Secretary's Office.

AMENDMENT BYLAW

EFFECTIVE DATE

Bylaw No. 2168
Bylaw No. 2261
Bylaw No. 2373
Bylaw No. 2663

December 13, 2000
September 12, 2001
November 17, 2002
October 12, 2005



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 2064 - Consolidated for Convenience with Amending Bylaws 2168, 2261, 2373 and 2663

A Bylaw to Provide for Remuneration, Expenses and Benefits to, and on Behalf of the Directors of the Cowichan Valley Regional District.

WHEREAS the Regional Board may, by bylaw, pursuant to the provisions of Section 788 of the Municipal Act provide for the paying out of the annual revenue remuneration and expenses to and benefits on behalf of the Chairperson, Directors and Alternate Directors;

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

1. CITATION

This Bylaw may be cited for all purposes as “**CVRD Bylaw No. 2064 - Chairperson, Directors and Alternate Directors Remuneration, Expenses and Benefits Bylaw, 2000.**”

2. DEFINITIONS

In this Bylaw:

“Committee” means a standing, select or special Committee of the Regional Board but shall exclude Commissions.

3. REMUNERATION

- (a) There shall be provided in the annual budget an amount sufficient to pay remuneration to each of the Directors from the Municipalities and Electoral Areas of the Cowichan Valley Regional District the amounts indicated in Schedule “A” attached hereto and forming part and parcel of this Bylaw.
- (b) The annual remuneration listed in Schedule “A” shall take effect as noted on the schedule.
- (c) One-third (1/3) of the annual remuneration listed in Schedule “A” shall be considered as an allowance for expenses incidental to the discharge of the Director's duties of office and do not form a part of the expense allowance provided for in Section 4 of this Bylaw.

4. EXPENSES

- (a) There shall be provided in the annual budget an amount sufficient to pay expenses to each of the Directors from the Municipalities and Electoral Areas of the Cowichan Valley Regional District the amounts indicated in Schedule "B" attached hereto and forming part of this Bylaw.
- (b) Such amounts are payable only to reimburse each Director for expenses incurred when the Director is representing the Regional District, or engaging in Regional District business, or attending a meeting, course, seminar or convention, or attending a meeting of a Committee of which the Director is a member.

5. BENEFITS

- (a) There shall be provided in the annual budget an amount sufficient to pay benefits on behalf of each of the Directors from the Municipalities and Electoral Areas of the Cowichan Valley Regional District the amounts indicated in Schedule "C" attached hereto and forming part of this Bylaw.

6. REPEAL

Bylaw No. 2033 cited as "CVRD - Chairperson and Directors and Alternate Directors Remuneration Bylaw, 1999" is hereby repealed.

READ A FIRST TIME this 8th day of March , 2000.

READ A SECOND TIME this 8th day of March , 2000.

READ A THIRD TIME this 8th day of March , 2000.

ADOPTED this 8th day of March , 2000.

T. Walker
Chairperson

Karen Burley
Deputy Secretary



CVRD

SCHEDULE "A"

TO CVRD BYLAW NO. 2064

DIRECTORS ANNUAL REMUNERATION - Effective January 1, 2005

DIRECTOR		REMUNERATION	EXPENSE ALLOWANCE	TOTAL	BIWEEKLY
Municipal Director	2005	\$8,473	\$4,236	\$12,709	\$488.81
	2006	\$8,706	\$4,352	\$13,058	\$502.23
	2007	\$8,967	\$4,483	\$13,450	\$517.31
Electoral Area Director	2005	\$12,709	\$6,356	\$19,065	\$733.27
	2006	\$13,058	\$6,531	\$19,589	\$753.42
	2007	13,450	\$6,727	\$20,177	\$776.04
Chairperson – CVRD/CVRHD	2005	\$17,838	\$8,921	\$26,759 (1)	\$1,029.19
	2006	\$18,329	\$9,166	\$27,495 (1)	\$1,057.50
	2007	\$18,878	\$9,441	\$28,319 (1)	\$1,089.19

ALTERNATE DIRECTOR REMUNERATION PER BOARD OR COMMITTEE MEETING - Regular, Special, or Emergency

CLASSIFICATION		REMUNERATION	EXPENSE ALLOWANCE	TOTAL
Alternate Director	2005	\$62.00	\$32.00	\$ 94.00
	2006	\$64.00	\$33.00	\$97.00
	2007	\$66.00	\$34.00	\$100.00

REMUNERATION PER VANCOUVER ISLAND TREATY ADVISORY COMMITTEE MEETING - Regular, Special, or Emergency

CLASSIFICATION		REMUNERATION	EXPENSE ALLOWANCE	TOTAL
Director	2005	\$147.00	\$73.00	\$220.00
	2006	\$151.00	\$74.00	\$225.00
	2007	\$155.00	\$77.00	\$232.00

- (1) The CVRD/CVRHD Chairperson receives no additional annual remuneration except for this amount.



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SCHEDULE "B" TO CVRD BYLAW NO. 2064 DIRECTORS' EXPENSES

TRAVEL EXPENSES

1. (a) For regularly constituted meetings of the Board, Standing Committees and Select Committees, Directors shall be paid return mileage from their home or place of work, whichever is less, in accordance with the District's Car Allowance Policy.

- (b) For other travel - Vancouver Island and Lower Mainland, travel by automobile will be paid as noted in 1(a) of this Schedule.

Actual expenses incurred will be reimbursed for travel by bus, train, ferry or air (economy class). Receipts are required.

- (c) For other travel - Outside Vancouver Island and Lower Mainland, travel will be reimbursed at the economy class air fare rate plus automobile rental (mid-size) or other ground transportation as appropriate. Receipts are required.

MEALS

2. (a) When travel requires over 24 hours absence from place of residence, a per diem allowance of \$60.00 will be paid to a Director to reimburse the Director for the following items of expenditure: meals, gratuities, parking, local telephone calls.

- (b) When travel requires less than 24 hours absence from place of residence, meal expenses will be paid as follows:

*	- Breakfast	\$10.00
*	- Lunch	\$15.00
*	- Dinner	\$25.00
*	- Incidentals	<u>\$10.00</u>
	Maximum Daily Allowance	<u>\$60.00</u>

(receipts are not required)

SEMINARS, COURSES, CONFERENCES, AND MEETINGS

3. Registration fees will be paid for single participation only. Receipts are required.

ACCOMMODATION

4. Expenses will be reimbursed for single occupancy rates. Receipts are required.

TAXI EXPENSES, LONG DISTANCE TELEPHONE CALLS

5. Reimbursement will be made for actual expenses incurred. Receipts are required.



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SCHEDULE "C"

TO CVRD BYLAW NO. 2064

DIRECTORS' BENEFITS

1. Pursuant to Section 789 of the Municipal Act the Regional Board may enter into agreements for benefits for all or some of its Directors and their dependants, including medical and dental services and insurance policies.

ACCIDENT INSURANCE

2. The Board may provide all or part of a premium required by an agreement under Section 1 of this Schedule for accident insurance coverage for Directors while on Regional District business.

MEDICAL AND DENTAL SERVICES

3. The Board may provide medical and/or dental services by agreement noted in Section 1 of this Schedule but must not pay all or part of the premium for this coverage. The Directors shall pay these premiums.

EXTENDED HEALTH BENEFITS

4. The Board may provide extended health benefits by agreement noted in Section 1 of this Schedule but must not pay all or part of the premium for this coverage. The Directors shall pay these premiums.

LIFE INSURANCE

5. The Board may provide life insurance coverage by agreement noted in Section 1 of this Schedule but must not pay all or part of the premium for this coverage. The Directors shall pay these premiums.

ACCIDENTAL DEATH AND DISMEMBERMENT

6. The Board may provide accidental death and dismemberment coverage by agreement noted in Section 1 of this Schedule but must not pay all or part of the premium for this coverage. The Directors shall pay these premiums.



5SR2

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING OF SEPTEMBER 23, 2009

DATE: September 14, 2009

FILE NO:

FROM: Mark Kueber, General Manager,
Corporate Services Department

BYLAW NO:

SUBJECT: CVRD Car Allowance Policy

Recommendation:

That it be recommended to the Board that the CVRD Car Allowance Policy, as attached, be approved effective November 1, 2009.

Purpose:

To provide information to the Committee to assist with amending the CVRD's Car Allowance Policy.

Financial Implications:

The overall cost of the proposed change in policy, based on kilometers driven in 2008, would be approximately \$2,250 spread over all Functions.

Interdepartmental/Agency Implications:

Not applicable.

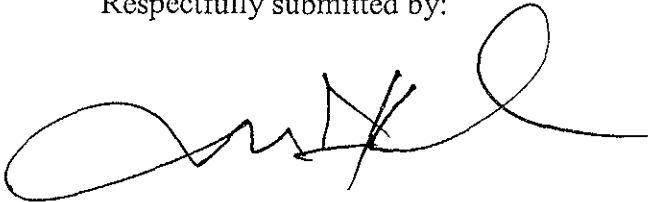
Background:

The CVRD last amended its Car Allowance Policy in 2004. This policy attempts to reimburse employees and Directors for expenditures that they incur on behalf of the Regional District. Items that are used to determine the appropriate rate by Revenue Canada Agency are; vehicle cost, insurance prices, cost of repairs & maintenance, and the price of fuel. All these items have increased since 2004. The current CVRD car allowance that we are reimbursing employees at is below what Revenue Canada Agency deems these employees are incurring on behalf of the CVRD.

The Regional Districts current rate is 50¢ per kilometer for the first 300 kilometers driven, 42¢ for the next 200 driven and 39¢ per kilometer for all kilometers driven over 500 kilometers per month. Revenue Canada Agency currently has their rate at 52¢ per kilometer for the first 5,000 kilometers and 46¢ per kilometer there after.

Staff are recommending that the Regional District simply amend its policy to read that we adopt the Revenue Canada Agency rate. When the Revenue Canada Agency rate changes no amendment needs to be made to our policy and we won't be behind or ahead of what Revenue Canada Agency deems a reasonable allowance.

Respectfully submitted by:

A handwritten signature in black ink, appearing to read 'Mark Kueber', with a large loop at the end.

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

Attach.

Z:\Mark\Staff Reports - 2009\Staff Report - CVRD Car Allowance 2009.doc



PERSONNEL POLICIES and PROCEDURES

Subject: CAR ALLOWANCE

Approved: September 13, 1989

Revision: May 26, 2004

Effective: June 1, 2004

Eligibility: ALL EMPLOYEES

PURPOSE:

It is recognized that at times the employer is not able to provide a vehicle for Regional District business purposes and may require the employee to use his/her own. This policy defines the conditions concerning use of private vehicles for business purposes.

POLICY:

1. Any employee required to use his/her own vehicle for business purposes will be reimbursed **at the rate that the Canada Revenue Agency deems to be a reasonable non taxable allowance**. Such reimbursement will not include the distance normally driven by the employee between his/her residence and his/her place of work.
2. Where the employer requires use of the employee's vehicle to such an extent that it requires a category increase in automobile insurance premiums, then the employer shall pay the premium increase. The premium increase is defined as the difference between the rate for business use and that for driving to and from work.
3. The claim for insurance premium differences will normally be limited to Department Heads and others as determined by the Administrator.



5SR3

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING OF SEPTEMBER 23, 2009

DATE: September 14, 2009

FILE NO:

FROM: Mark Kueber, General Manager
Corporate Services Department

BYLAW NO:

SUBJECT: Mid-Year Budget Status Report

Purpose:

To provide the Committee with an interim report as of August 31, 2009 on the status of General Government Service budget which falls under the direct responsibility of the Regional Services Committee.

Financial Implications:

Financial update only

Interdepartmental/Agency Implications:

None

Background:

Commitments were made earlier this year to bring interim reports to the various committees or commissions outlining the current status of the Departmental budgets. The following is a brief outline of key aspects of the following budgets.

General Government (100)

Expenditures

Board expenditures are in line with where they should be at this time of year. These are costs for Directors pay, travel, conferences and other Directors costs.

Other Legislative expenditures are below budgeted expenditures due to the legal defense in the West Coast Waste appeal that is not going ahead.

Administration and Finance is generally in line with expected budgets at this time of year, however, Contract for Service, Audit Fees and Legal Costs are all substantially below budgeted amounts. Depending on what happens between now and the end of the year these items may result in a surplus at year end.

Environmental Initiatives, general expenditures which include salaries, benefits, and office operations are in line with where they should be at this time of year. With regards to specific accounts for various projects, the funds budgeted for the Regional Energy planning (\$150,000) and those earmarked for the project expenditures (\$65,000), Contract for Services (\$20,000) remain unspent. Current negotiations and discussions regarding the allocation and leveraging of these programs dollars are ongoing.

Revenue

Grants received to date are above budgeted amounts due to the Provincial Government advancing funds from 2010 funding year in an attempt to stimulate the economy.

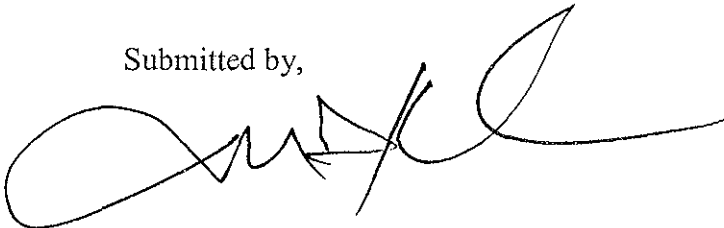
Environmental grants remain outstanding due to the projects not taking place yet. These grants will be claimed after the costs have been incurred.

Recovery from the WCW court case has yet to be received, and interest income is substantially below anticipated income due to the low interest rate.

Action:

This report is submitted for information purposes only.

Submitted by,

A handwritten signature in black ink, appearing to read 'Mark Kueber', with a large, sweeping loop at the end.

Mark Kueber
General Manager
Corporate Services Department

MK:tk



5SR4

STAFF REPORT

REGIONAL SERVICES COMMITTEE OF SEPTEMBER 23, 2009

DATE: September 1, 2009 **FILE NO:**

FROM: Sybille Sanderson **BYLAW NO:**
A/General Manager, Public Safety

SUBJECT: Public Safety Mid-Year Budget Status Report

Purpose:

To provide the Committee with an interim report as of July 31 on the status of the Public Safety Department budgets which fall under the direct responsibility of the Regional Services Committee.

Financial Implications:

Financial update only.

Interdepartmental/Agency Implications:

None.

Background:

Commitments were made earlier this year to bring interim reports to the various committees or commissions outlining the current status of the Departmental budgets. The following is a brief outline of key aspects of the following budgets.

Emergency 9-1-1 (109)

Expenditures:

General expenditures including the Contract for Services are in line with where they should be at this time of year. The Mt. Wood Repeater Replacement Project is receiving finalized quotes and we will be coming to the Committee soon with recommendations to proceed. The costs of this project may exceed the amount budgeted due to the additional height requirements now identified to resolve the South Cowichan Fire Department communications issues. We hope that these additional costs may be covered within the existing operating budget. A detailed report will be forthcoming.

Revenues:

Revenues from various Fees and Requisitions are at 100% of our budget expectations which is in line with where we should be. The Transfer from Reserve has not yet been brought forward as this is for the Mt. Wood Repeater Replacement Project which is just getting underway.

Emergency Planning (205)

Expenditures:

General expenditures including salaries, benefits, office operations, etc. are right in line with where they should be at this time of year. Federal Grant projects are on target for being completed including an Emergency Coordination Centre Exercise this Fall to prepare us for the upcoming Winter Season.

Revenues:

Revenues from Sale of Services and Requisition have been received as anticipated.

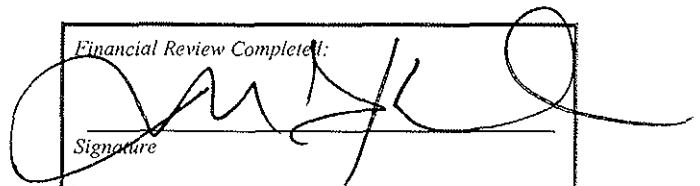
Action:

This report is submitted for information purposes only.

Submitted by,

Sybilie Sanderson

Sybilie Sanderson
A/General Manager
Public Safety

Financial Review Completed:

Signature



5SR5

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING SEPTEMBER 23, 2009

DATE: September 15, 2009 **FILE NO:** 2240-01
FROM: Sybille Sanderson, Acting General Manager, Public Safety
SUBJECT: Agreement – Woodley Range Repeater Site

Recommendation:

That it be recommended to the Board that the Chair and Corporate Secretary be authorized to sign the lease agreement with Rogers Communications Inc. for the Woodley Range Repeater Site that covers the period of January 1, 2007 to December 31, 2011.

Purpose:

To obtain Board authorization to execute an agreement for the Woodley Range Repeater Site at 12685 South Doole Rd, RR#1 Ladysmith between the CVRD and Rogers Communications Inc.

Background:

In 2007, the co-location agreement with Rogers for the Woodley Range repeater site was negotiated and approved to cover the period from 2001 to 2006. Negotiations were also undertaken at that time to renew the agreement for an additional five years. A co-location agreement for 5 years (2007 to 2011) has been received from Rogers Communications Inc. The agreement is at a monthly cost of \$383.14 plus GST, an appropriate increase from the previous rate of \$223.72 which had not been adjusted since at least 2001. Payments continued to be made at the old rate during the negotiating period of 2007-2008.

I have reviewed the proposal and support its approval.

Submitted by,

Sybille Sanderson
Acting General Manager, Public Safety

Attachment: Co-location Agreement

/bw

Z:\Committee Administration\Regional Services\Reports\2009\Sep 09 Report-WoodleyAgreement.docx

CO-LOCATION AGREEMENT

Dated: August 28, 2009

LICENSOR

Licensor Name: Rogers Communications Inc.
(formerly "Rogers Cantel Inc.") ("Licensor")

Address for Notice and Payment: One Mount Pleasant Road
Toronto, Ontario, M4Y 2Y5

Attention: Real Estate Department
Tel. (416) 935-1100
Fax. (416) 935-7799

24 Hour Emergency Number: Tel. (416) 935-5600

LICENSEE

Licensee Name: Cowichan Valley Regional District ("Licensee")

Address for Notice: 175 Ingram Street
Duncan, British Columbia
V9L 1N8

Attention: Corporate Secretary
Tel.: 250-746-2503
Fax.: 250-746-2513

24 Hour Emergency Number: Tel.: 250-715-6669

Licensee DUN'S Number: N/A

Licensee's GST/TVQ/HST Registration Numbers: N/A

Information required by Licensee on Invoices: Ladysmith

Billing Address (if different): Same as Above

BASIC TERMS

Site Address ("Site"): 12685 South Doole Rd., R.R. #1, Ladysmith, B.C.

Uses Permitted: Telecommunications

Fees: See Schedule "2" **Commencement Date:** January 1, 2007

Initial Term: January 1, 2007 – December 31, 2011 **Extension(s):** N/A
(5 years)

Licensee Space on/in Licensor Facilities:

Antennas: Tower(s) ☒, Rooftop(s) ☐, Land ☐, Other ☐.

Equipment: Shelter(s) ☒, Room(s) ☐, Cabinet(s) ☐, Pedestal(s) ☐, Rack(s) ☐, Wall Space(s) ☐, Conduit(s) ☐.

Land ☐, Other ☐

Licensee Power:

Non-Generator Backed AC Power: Separate Meter (Direct from Utility Co.) ☐, Check Meter ☐, Un-metered ☐

Generator Backed AC Power: Check Meter ☐, Un-metered ☒

Battery Backed DC Power ☐

Battery and Generator Backed DC Power ☐

Schedules which form part of this License:

Basic Terms and Conditions - see Schedule "1"

Equipment List, License Fees and Additional Costs - see Schedule "2"

Legal Description of Site - see Schedule "3"

Licensed Area - see Schedule "4"

Additional Terms and Conditions - see Schedule "5"

Rogers Communications Inc.

Cowichan Valley Regional District

Per: _____ A.S.O.
Name: Eric Cliche
Title: Manager, Real Estate

Per: _____ A.S.O.
Name: _____
Title: _____

Per: _____ A.S.O.
Name: _____
Title: _____

SCHEDULE "1"
BASIC TERMS AND CONDITIONS

1. IN CONSIDERATION of the agreements contained herein, Licensor hereby grants a license to Licensee to install, repair, operate and maintain, transmitting and receiving equipment, apparatus and housing ("Equipment") in locations designated by Licensor ("Licensed Area") and in accordance with plans submitted to and approved by Licensor ("Approved Plans").

2. THIS AGREEMENT shall not constitute a lease between Licensor and Licensee

3. SITE ACCESS by Licensee shall be permitted as follows:

(a) Licensee access is restricted to gain access to Licensed Area only;

(b) access by Licensee for the purpose of installing, maintaining, repairing, removing or relocating the Equipment (the "Work") shall be permitted upon the submission to Licensor of full particulars of the Work to be carried out, whereupon Licensor may:

- i specify the contractors who are permitted to carry out the Work; and/or
- ii have the Work, other than maintenance, carried out by Licensor's employees or contractors; and/or
- iii require that Licensor's employees or authorized agents be present to supervise the Work, including maintenance.

(c) notwithstanding anything contained in this agreement, Licensee's access is subject to any restrictions contained in the agreement(s) by which Licensor derives its rights to the Site ("Head Agreement"), and subject to reasonable rules and regulations issued by Licensor which govern conduct and general and emergency access procedures. Subject to confidentiality provisions preventing disclosure, upon request by Licensee, Licensor shall provide a copy the Head Agreement to Licensee; and

- (i) (d) subject to Section 3 (c) (e), Licensee may access its own equipment housing to do Work inside it, if constructed with separate access from Licensor's equipment housing, 24 hours a day, 7 days a week;

4. ANY COSTS with respect to the Work incurred by Licensor shall be borne by Licensee including Licensor's approval of the Work, supervisory, maintenance or construction work carried out by Licensor. Any capital costs expended by Licensee associated with the Work shall be the sole responsibility of Licensee and shall not be refunded by Licensor.

5. NON-COMPLIANCE by Licensee with the Approved Plans shall entitle Licensor to require Licensee to remove and/or disconnect and/or relocate the Equipment at Licensee's expense upon 24 hours' notice, failing which, Licensor may do so at Licensee's expense and Licensor shall not be liable for any loss caused by Licensor's actions with respect to the removal and/or disconnection and/or relocation.

6. TERM shall be reduced if Licensor's Head Agreement expires or is terminated for any reason during the term of this agreement, in which event this agreement shall be deemed to expire on the same date.

7. FEES plus applicable taxes shall be paid without deduction, abatement or set-off beginning on the Commencement Date. Late payments bear interest at 1% per month (i.e. 12% per annum compounded monthly). Power fees may be increased on 60 days' notice. If Licensee requests permission to install additional equipment on the Site other than that listed in Schedule "2", and if Licensor permits the installation of such additional equipment, Licensee shall pay additional fees in accordance with Licensor's current standard rates ("Rates"). Licensee shall pay an equitable share of all realty, business, equipment and other taxes, levies and charges charged or assessed against the Site, Fees and Equipment as determined by Licensor acting reasonably.

8. EXTENSION of the initial term of this agreement if provided for in this agreement, shall require Licensee to give Licensor notice of its intention to extend at least 60 days' prior to the expiration of the then current term otherwise this agreement shall be at an end. Fees for an extension period shall be the Rates then in effect. Rates shall be available upon request by Licensee no earlier than 120 days' prior to expiration of the term.

9. ADDITIONAL EXPENSES payable by Licensee, if applicable, will include, without limitation:

- (a) charges with respect to work performed by Licensor related to the Equipment;
- (b) electrical power;
- (c) installation, change out and removal application and approval fees each time Licensee submits a Work notice;
- (d) additional fees or rents payable to owner or head landlord as a result of Licensee's use or occupancy of Site;
- (e) insurance advisory fees;
- (f) an equitable share of Site operating costs and taxes as determined by Licensor, acting reasonably; and
- (g) 15% administration fee on metered electricity from Licensor's service. If Licensor supplies power, it will be estimated and payable in advance and subject to readjustment based on meter readings or other reasonable means by Licensor.

10. UTILITIES required for the operation of the Equipment shall be the sole responsibility of Licensee. Licensee shall be responsible for any upgrade costs to Licensor's service(s) to meet Licensee's requirements. Licensee shall install a meter according to Licensor's specifications, at Licensee's expense if it draws power from Licensor's AC electrical service.

11. SAFETY AND MAINTENANCE: Licensee shall install, operate, ground and maintain the Equipment in a good and workmanlike manner in accordance with sound engineering standards, the Approved Plans and to the satisfaction of Licensor acting reasonably. The power output of transmitters shall be reduced or turned off in order to comply with government safety regulations, on reasonable notice.

12. LICENSEE INDEMNIFIES and saves Licensor harmless against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- (a) any breach, violation or non-performance of the terms, covenants and obligations on the part of Licensee set out in this agreement;
- (b) any damage, including environmental contamination to the Site or property of Licensor occasioned by the use of the Site

Licensee Site Name: Ladysmith
Licensee Site Number/Location Code: N/A

or Equipment by Licensee, its servants, agents, employees or contractors or as a result of a failure of the Equipment; and

- (c) any injury to or death of any person resulting from the use of any or all of the Site or Equipment by Licensee, its servants, agents, employees or contractors or the failure of the Equipment.

This indemnity shall survive expiration or other termination of this agreement.

13. LICENSOR SHALL NOT BE LIABLE for any indirect or consequential damages or losses suffered by Licensee for any reason and howsoever caused, nor for damage to the Equipment caused by Licensor in the course of exercising one or more of its remedies under this agreement as a result of a default by Licensee not remedied on a timely basis.

14. GOVERNMENT REGULATION: Licensor and Licensee covenant and agree that at their own expense and at all times they will ensure that:

- (a) their respective equipment and the maintenance thereof complies with the laws, directions, rules and regulations of Industry Canada, the Canadian Radio-television and Telecommunications Commission ("CRTC"), their successors and all other governmental authorities having jurisdiction;
- (b) no work is commenced on the Site unless all requisite governmental consents, approvals and permits have been obtained and all fees paid;
- (c) they are solely responsible for the health and safety of all of their employees and workers and ensure their conduct does not constitute a nuisance at law;
- (d) they shall require all of their workers and employees to comply with the provisions of all federal, provincial and local laws, statutes, rules, regulations, guidelines, notices, orders and amendments respecting occupational health and safety, the environment and workers' compensation; and
- (e) they will comply at all times with environmental laws, policies, guidelines and permits ("Regulations") and not bring or allow hazardous substances to be brought onto the Site except in compliance with such Regulations and immediately give notice to the other of any discharge of any hazardous substances or any other occurrences which might give rise to a duty under any Regulations.

15. INSURANCE: Licensee will at all times maintain an insurance policy covering all of its undertaking pursuant to this agreement and a general liability and property damage insurance policy in an amount not less than \$5,000,000.00 per occurrence or such higher limits as Licensor may reasonably require from time to time and shall add Licensor as an additional insured. Before commencing the Work, Licensee will deliver a certificate of insurance acceptable to Licensor's insurance consultants. If Licensee fails to maintain insurance as required or fails to furnish satisfactory evidence thereof, Licensor may forthwith terminate this agreement or, in its discretion, may effect such insurance and any premium paid by Licensor shall be recoverable from Licensee on demand together with a 15% administration fee.

16. CO-OPERATION: Licensor agrees to co-operate with Licensee at Licensee's expense in obtaining all necessary consents of the municipality, Industry Canada, Transport Canada and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Equipment. Licensor and Licensee shall co-operate with each other and any third parties occupying space on the Site in order to minimize and/or determine the cause of interference between their respective operations on the Site.

17. DEFAULT shall occur if and whenever:

- (a) the Fee, Additional Expenses or any other amount due under this agreement remains unpaid for 30 days' following notice; or
- (b) Licensee has not complied with Notice delivered under Section 18 within 90 days' of delivery of Notice; or
- (c) in the case of any continuing breach other than a breach under Section 17 (a), (b) or (d) where at least 30 days' notice specifying the nature of the breach has been given by Licensor; or
- (d) if Licensee has not complied with obligations in Section 5 or 21 within 24 hours of notice from Licensor;

Licensor Site Name: Ladysmith
Licensor Site Number/Location Code: W311A

then Licensor may, in addition to any other remedies available at law or in equity, at Licensee's expense;

- i. perform such covenant or cure such breach on behalf of Licensee;
- ii. terminate this agreement forthwith provided the outstanding obligations of Licensee and the rights of Licensor shall survive such termination; and/or
- iii. remove and/or disconnect and/or relocate the Equipment.

Licensee shall not be in default if the breach specified in Section 17(c) cannot be cured within 30 days' so long as such breach is capable of being cured within a reasonable period of time and Licensee has diligently commenced to cure the breach.

18. RECONFIGURATION AND/OR RELOCATION: If Licensor requires all or part of Licensed Area or requires Licensee to multi-couple its antennas, Licensor shall forward a reconfiguration and/or relocation notice ("Notice") to Licensee requiring the reconfiguration and/or relocation work to be completed within 90 days' of the receipt of the Notice and the parties shall co-operate with each other in the scheduling of any such work. Licensee shall only be obligated to reconfigure or relocate if in the opinion of Licensor, acting reasonably, Licensee will suffer no material adverse change to its effective radiated power or coverage and existing operations as a result of such work. Provided completion of such work takes place on a timely basis, Licensor shall pay all reasonable costs of Licensee for such work.

19. EMERGENCY RELOCATION OR DISCONNECTION of the Equipment by Licensor is permitted if Licensor reasonably apprehends an imminent threat or danger to the public, person, property or the environment. Where practical, Licensor will notify Licensee prior to performing such emergency procedures and costs for same shall be borne by the party responsible for the threat or danger.

20. TERMINATION: In the event that,

- (a) all or part of the Site, Licensee's Equipment or Licensor's equipment is destroyed or damaged, neither party shall be required to rebuild or repair and at either party's option, this agreement may be terminated upon notice; or
- (b) Licensor wishes to sell its interest(s) in the Site to a purchaser which requires vacant possession or the Head Agreement is partially terminated, this agreement, at the option of Licensor, shall be terminated in its entirety; or
- (c) any right to operate the Site is cancelled, expires or is terminated by any governmental authority having jurisdiction or for any other bona fide reason (e.g. interference with Licensor's or Licensee's signals, damage or destruction, commercial impracticality), either party may terminate this agreement upon 30 days' notice; or
- (d) the Site is wholly or partially taken by any lawful power or authority by expropriation, Licensor may terminate this agreement in its entirety or only insofar as it affects that part of the Site,

and in every case,

- i. Licensee shall immediately surrender all or part of the Site and remove the Equipment as required;
- ii. Fees, Additional Expenses and taxes shall be adjusted to the date of termination; and
- iii. should Licensee fail to remove the Equipment as required, Licensor may do so at Licensee's expense.

21. INTERFERENCE: Should Licensee's operations or Equipment cause interference with Licensor's or another party's operations, Licensor shall provide Licensee with notice to eliminate such interference within 24 hours and, failing such elimination, Licensee shall immediately suspend its operations and/or remove and/or relocate the Equipment sufficiently to eliminate same. If Licensor's operations interfere with Licensee's operations, upon notice Licensor shall co-operate in determining the cause of such interference and correcting same but shall be under no obligation to do so if costs are not nominal in Licensor's sole opinion. Licensee shall have the option of paying such costs to correct the interference or terminating this agreement upon the provision of 30 days' notice. In no event shall Licensor be obligated to modify its equipment if, in its opinion, such modifications will adversely affect its operations.

22. NOTICES shall be sent by mail, postage prepaid deemed received 3 days' after mailing, or by facsimile transmission or delivery deemed received on date transmitted or delivered to the address or facsimile number of the party set out above.

23. ASSIGNMENT of this agreement by Licensee is subject to the prior written consent of Licensor and compliance with the Head Agreement. Licensor may assign this agreement without notice, whereupon Licensor shall be relieved of all liability hereunder.

24. MISCELLANEOUS:

- (a) This agreement contains all agreements, promises and understandings between Licensor and Licensee and may not be amended or modified except in writing.
- (b) The terms and conditions of this agreement shall extend to, and bind the heirs, personal representatives, successors and permitted assigns of Licensor and Licensee.
- (c) If Licensee remains in possession at end of term(s), this agreement shall have a monthly term and Licensee shall pay the then current Fees and Additional Expenses plus 25% and such monthly license shall be terminable on 30 days' notice by either party.
- (d) This agreement shall be governed by the laws of the province in which the Site is located and all federal regulations and requirements including those of the CRTC and Industry Canada. Invalid provisions are severable and do not impair the validity of the balance of this agreement.
- (e) Neither this agreement nor notice or caveat thereof, may be registered on title to the Site.
- (f) Wherever a party to this agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfilment of such obligation for the period such condition exists.
- (g) This agreement is subordinate to all present and future interests affecting the Site, Licensor or the owner of the Site.
- (h) The parties acknowledge having specifically requested that this agreement as well as other documents relating thereto be drawn up in the English language only. Les parties reconnaissent avoir spécifiquement exigé que ce contrat de même que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.

Schedule "2" Co-location Agreement Equipment List, License Fees and Additional Costs

Date: August 28, 2009
Licensee: Cowichan Valley Regional District
Licensor: Rogers Communications Inc.

Prepared By: Julia Jackson

Antenna Space Information:

Item No.	Antenna Type (see legend)	Area of Large Antenna FT ² or M ²	Total Chargeable Area of Large Antenna FT ² or M ²	Antenna Elevation (AGL) FT or M	Number of Antennas at Specified Elevation	Antenna Width Inches or FT	Antenna Height Inches or FT	Installation (I) or Removal (R)	Date Installed or Removed (d-mmm-yy)	License Fee Commencement Date (d-mmm-yy)	Antenna Space Rate per Month	Unit of Rate (\$/Hz)	Total Antenna Fee per Month	Antenna Space Comments (e.g. site visitation antenna points to)	Antenna Make and Model	Antenna Feeder Type and Quantity per Antenna
1	O			160.11' or 48.80m	1	24.00"	216.00"	Instal.	1-May-96	1-May-96			\$218.50		Snider SR1210C-4	1
2	O			59.07' or 18.28m	1	41.00"	52.00"	Re-	1-May-07	1-May-07			\$0.00		Snider SR1460V	1
3													\$0.00			
													\$218.50	Subtotal		

Equipment Space Information:

Item No.	Equipment Space Type (see legend)	Area of Single Equipment Space FT ² or M ²	Floor Area Factor (3.4) (to be applied to rack space on floor only)	Total Chargeable Area for Single Equipment Space FT ² or M ²	Number of Equipment Spaces	Width of Single Equipment Space	Depth of Single Equipment Space	Installation (I) or Removal (R)	Date Installed or Removed (d-mmm-yy)	License Fee Commencement Date (d-mmm-yy)	Equipment Space Rate per Month	Units of Rate (\$/Hz)	Total Equipment Space License Fee per Month	Equipment Space Comments
1	GRD				1	5'00"	7'00"	Instal.	1-May-96	1-May-96			\$0.54	
2									1-May-96	1-May-96			\$0.00	
3													\$0.00	
													\$0.54	

Power Information:

Item No.	Power Type (see legend)	Voltage	No. of Phases	Amperage per Circuit	No. of "X" Amp Circuits	Estimated Monthly Power Consumption per kWh (Use with MAC & BMAC power types)	Installation (I) or Removal (R)	Date Installed or Removed (d-mmm-yy)	License Fee Commencement Date (d-mmm-yy)	Power Space Rate per Month	Units of Rate (\$/Hz)	Total Power Fee per Month	Power Comments	
1	BAC	120	1	15	1		Instal.	1-May-96	1-May-96	\$10.94	\$/amp/mh	\$164.10		
2												\$0.00		
3												\$0.00		
												\$164.10	Subtotal	

Total Fees:

Description	Payment Period		Payment Period		Payment Period		Payment Period		Payment Period	
	From 1/1/2007 to 12/31/2007	Payment Frequency (see legend)	From 1/1/2008 to 12/31/2008	Payment Frequency (see legend)	From 1/1/2009 to 12/31/2009	Payment Frequency (see legend)	From 1/1/2010 to 12/31/2010	Payment Frequency (see legend)	From 1/1/2011 to 12/31/2011	Payment Frequency (see legend)
Antenna Space Fee	\$218.50	M	\$218.50	M	\$218.50	M	\$218.50	M	\$218.50	
Equipment Space Fee	\$0.54	M	\$0.54	M	\$0.54	M	\$0.54	M	\$0.54	
Head Agreement Fee	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Application Fee	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Approval Fee	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Site Base Fee	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Other Fee (e.g. ROW fees)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Subtotal	\$219.04	M	\$219.04	M	\$219.04	M	\$219.04	M	\$219.04	
Unmetered Power Fee	\$164.10	M	\$164.10	M	\$164.10	M	\$164.10	M	\$164.10	
Subtotal	\$164.10	M	\$164.10	M	\$164.10	M	\$164.10	M	\$164.10	
Capital Contribution Fee	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Subtotal	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Fees Subtotal	\$383.14	M	\$383.14	M	\$383.14	M	\$383.14	M	\$383.14	
GST	\$22.99	M	\$19.16	M	\$19.16	M	\$19.16	M	\$19.16	
PST/TVO (if applicable)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
HST (if applicable)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Fee (Receivable in Advance)	\$406.13	M	\$402.30	M	\$402.30	M	\$402.30	M	\$402.30	

LEGEND

Antenna Types C = Cellular P = Paging B = Broadcasting MW = Microwave Dish D = Other Dish Types M = Multiservice PCS = PCS Antenna O = Other (specify type)	Equipment Space Types BLD = Building FLR = Floor WLL = Wall GRD = Ground RFT = Rooftop	Power Types DC = DC Power (battery backed) BDC = Backed DC Power (Battery and Generator Backed) AC = AC Power (Not Generator Backed) MAC = Metered AC Power (Not Generator Backed) BAC = Backed AC Power (Generator Backed) BMAC = Backed Metered AC Power (Generator Backed) DIR = Direct from Utility Company	Payment Frequency M = Monthly A = Annually LS = Lump Sum Payment
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Licensee Site Name: Ladysmith
Licensee Site Number/Location Code: N/A

Licensor Site Name: Ladysmith
Licensor Site Number/Location Code: W311A

SCHEDULE "3"

Legal Description of Site

Dated: August 28, 2009

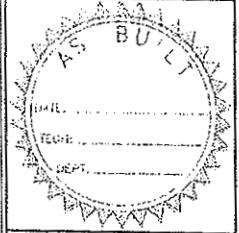
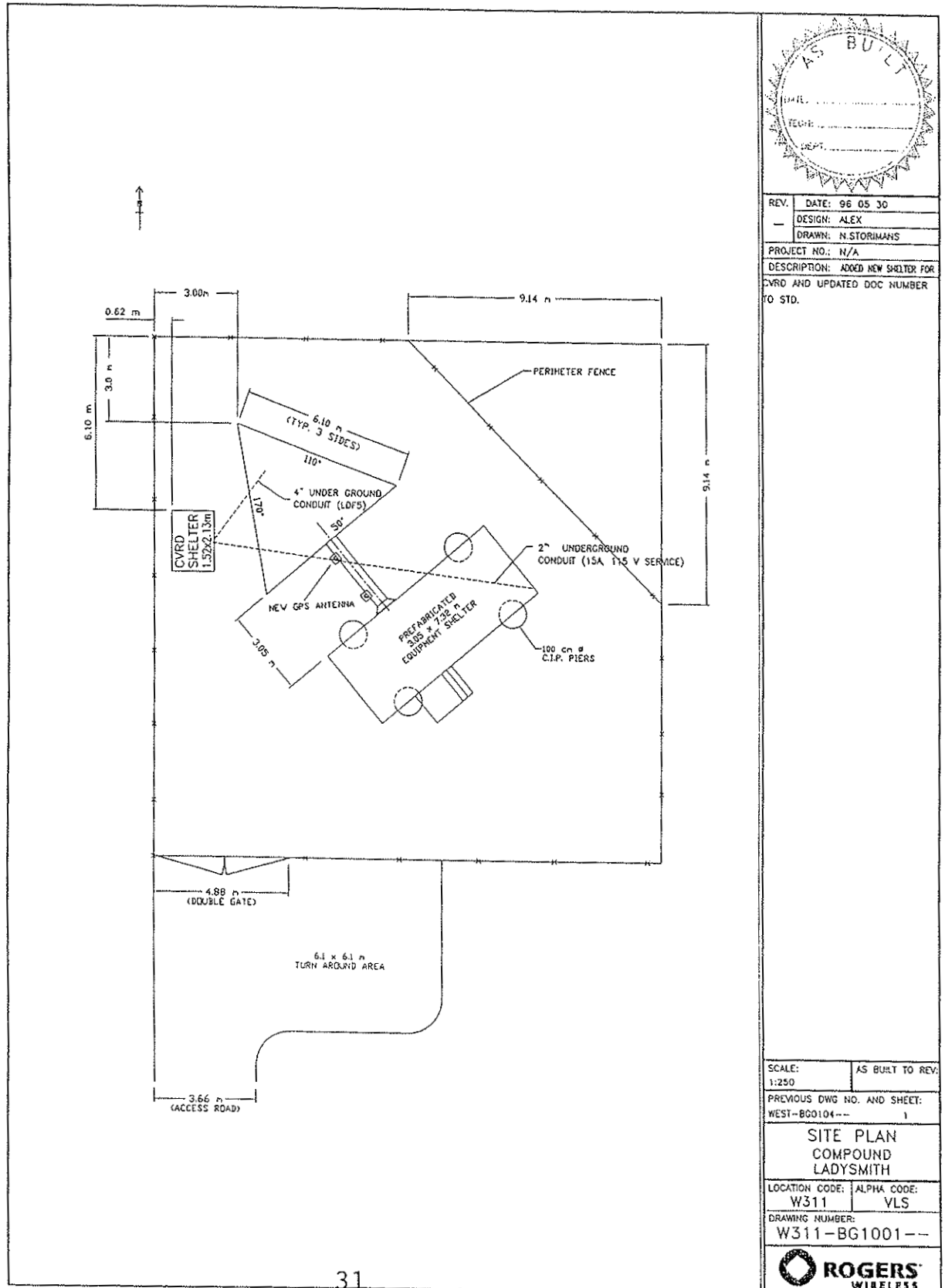
Section 2, Oyster District, Nanaimo/ Cowichan Assessment Area, except parcel A (DD 17494N) thereof, and except those parts in Plans 10251, 23138, 24048 and 26939.

Dated: August 28, 2009



SCHEDULE "4"
Licensed Area (Page 2 of 2)
Site Plan

Dated: August 28, 2009



REV.	DATE: 96 05 30
DESIGN:	ALEX
DRAWN:	N. STORIMANS
PROJECT NO.:	N/A
DESCRIPTION:	ADDED NEW SHELTER FOR
CVRD AND UPDATED DOC NUMBER	TO STD.

SCALE: 1:250 AS BUILT TO REV:

PREVIOUS DWG NO. AND SHEET:
WEST-BG0104-- 1

SITE PLAN
COMPOUND
LADYSMITH

LOCATION CODE: W311 ALPHA CODE: VLS

DRAWING NUMBER:
W311-BG1001--



Licensee Site Name: Ladysmith
Licensee Site Number/Location Code: N/A

Licensor Site Name: Ladysmith
Licensor Site Number/Location Code: W311A

SCHEDULE "5"

Additional Terms and Conditions

This Co-location Agreement dated August 28, 2009 replaces and supersedes the Co-location Agreement dated February 3, 1996.



5SR6

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING OF SEPTEMBER 23, 2009

DATE: September 15 , 2009 FILE NO:
FROM: Brian Farquhar, Parks and Trails Manager BYLAW NO:
SUBJECT: Regional Parks Mid –Year Budget Status Report

Recommendation:

That this report be received for information.

Purpose:

To provide the Committee with interim reports as of July 31, 2009 on the status of the Regional Parks and Trails Program Budgets.

Financial Implications:

Financial Updates only.

Interdepartmental/Agency Implications:

None.

Background:

Commitments were made earlier this year to bring mid-year reports to the various Committees and Commissions of the Board on the status of functional budgets revenues and expenditures. The following provides a summary of key budgets within the Regional Parks and Trails Program:

Regional Parks (280)

Revenues

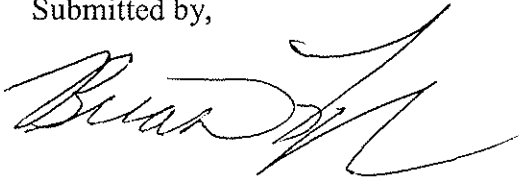
The revenue targets include financial commitments for the Cowichan Valley Trail Completion Initiative capital works from Island Coastal Economic Trust and the Federal Gas Tax Program. Not highlighted, however, under Revenues is the \$160,000 value of Job Opportunities Funding (JOP) for 16 weeks (80 days) of a six person work crew approved for various projects on the Cowichan Valley Trail and the Cobble Hill Mountain Regional Recreation Area. The JOP is a

partnership between Cowichan Tribes, CVRD, Ministry of Tourism Sport and the Arts and the District of North Cowichan, with the funding being directed through Khowutzun Forest Services of Cowichan Tribes for the hiring and administration of the work crew. Provincial Conditional grants are commitments from the Ministry of Transportation and Island Coastal Economic Trust for the historic Kinsol Trestle Rehabilitation Project, for which transfer of funding is pending or conditional upon works being undertaken on the project (ICE-T).

Expenditures

Expenditures are proceeding as anticipated for the year, with the exception of work commencing on the historic Kinsol Trestle Rehabilitation Project, pending direction from the Board with successful raising of outstanding funding for the project. Expected surplus at year-end is therefore anticipated to primarily be applicable to works not undertaken on the historic Kinsol Trestle Rehabilitation Project. Regional Park site operational expenses and capital work on the Cowichan Valley Trail Completion components identified for 2009 (inclusive of grant funding contributions) are proceeding on schedule, with work carrying on through the fall months. Additional grant funding may be derived from applications submitted to Provincial/Federal grant programs, in which case the scope of work for the trail project would be expanded to ensure expenditure of these additional funds through Fall 2009.

Submitted by,



Brian Farquhar
Parks and Trails Manager
Parks, Recreation and Culture Department

BTF/jah