



**CAPITAL REGION HOUSING CORPORATION
BOARD OF DIRECTORS MEETING**

AGENDA

10:00 a.m., Tuesday, October 25, 2016
625 Fisgard St., Victoria
Room 488

	<u>Att. #</u>
1. Approval of Agenda	
2. Approval of Minutes of October 4, 2016	16-44
3. Waste Collection and Disposal Contract	16-45
4. Articles of Incorporation – Changes to CRD Director Terms	16-46
5. Quarterly Financial Update	16-47
6. Third Quarter 2016 Turnover and Vacancy Report	16-48
7. Property Management Report including a presentation the Heather's Building Envelope Remediation	16-49
8. Motion to Close the meeting in accordance with the Community Charter, Part 4, Division 3, Section 90 (2) b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both and a third party;	
9. Adjournment	



**Minutes of a Meeting of the Capital Region Housing Corporation Board of Directors
Held October 4, 2016 in Room 488, 625 Fisgard St, Victoria, BC**

PRESENT: Directors: D. Screech (Chair); R. Cooper; J. Carline; B. Braude; C. Plant (called in)
 Staff: K. Lorette; C. Culham; D. Metcalfe; R. Loukes;
 Absent: D. Howe; L. Helps
 Recorder K. Kusnyerik

The meeting was called to order at 9:34a.m.

1. APPROVAL OF AGENDA

It was **MOVED** by Director Braude, **SECONDED** by Director Carline
 To approve the agenda as circulated.

CARRIED

2. APPROVAL OF THE MINUTES OF AUGUST 23, 2016

It was **MOVED** by Director Carline, **SECONDED** by Director Cooper
 That the minutes of August 23, 2016 be approved as circulated.

CARRIED

3. MEETING TIME

K. Lorette requested the Capital Region Housing Corporation (CRHC) meeting start time be amended to 10am to allow for his attendance at another meeting.

It was **MOVED** by Director Carline, **SECONDED** by Director Braude
 That the Capital Region Housing Corporation meeting start time be amended to 10am.

CARRIED

Staff will circulate a revised meeting schedule to the CRHC Directors and the CRD committee clerk.

4. CORRESPONDENCE –TERMS OF OFFICE FOR CRD DIRECTORS

C.Culham reviewed the CRD correspondence which now allows CRD Directors to serve for a two year term. Staff will work on amending the CRHC articles of incorporation to reflect this change with amendments being brought to the board to the December meeting at latest.

It was **MOVED** by Director Braude, **SECONDED** by Director Cooper
 Receives the Correspondence – Terms of Office for CRD directors

CARRIED

5. TENANT ENGAGEMENT TASK FORCE REPORT

Director Carline presented the Report from the Task Force on Tenant Engagement (Task Force). He thanked the board for endorsing this successful initiative and gave thanks to the Task Force members for their hard work.

C.Culham then presented the Staff Report – CRHC Task Force Examination of Possible Tenant Engagement Measures.

It was **MOVED** by Director Carline, **SECONDED** by Director Braude
The Chair ruled that the question could be divided:

The question was called on part a):

a) Adopt in principle the policy that ‘tenant engagement’ will be pursued as one means of achieving, at least in part, the CRHC’s goal of being a responsible landlord; **FAILED**

The question was called on part b):

b) Direct staff to develop an implementation strategy that includes:
A training program for CHRC staff to address the issues raised in this report and in particular the emphasis on a tenant centred philosophy of ‘units as homes, projects as communities’;

A pilot project that selects a small number of projects where interest is expressed by tenants to become more engaged as the initial vehicles for a gradual, learn-as-we-go, staged approach to implementing this tenant engagement policy, recognizing that different tenant groups may legitimately desire different approaches to becoming more engaged in decision making about their communities;

An action plan to improve the communications system between the CRHC staff and tenants;
A staff level review of ‘policy and discretion’, including some form of consultation with tenants, with a view to exploring how ‘rules’ may be more responsive to specific circumstances and expressed desires of tenants; and

To report back to the Board on any budget and/or staffing implications of the Implementation strategy including, specifically, a business case/assessment of the need to increase the current staff complement to support the tenant engagement initiative.

WITHDRAWN by consensus

The question was called on part c):

c) Direct staff to review the current landscaping services and report back to the Board with a strategy.

To improve the landscaping services including consideration of how landscaping services could be brought in-house, whether it is contractually possible and, in the long term, not financially unreasonable; and

To review how the landscape services could be integrated internally with the caretakers and, where appropriate, might increase the responsible engagement of tenants and report back to the Board on any budget implications of this strategy.

WITHDRAWN by consensus

It was **MOVED** by Director Plant, **SECONDED** by Director Screech

That staff be directed to report back on the implications of the recommendations of the Report from the Task Force on Tenant Engagement.

CARRIED

6. CLOSE MEETING

It was **MOVED** by Director Plant, **SECONDED** by Director Cooper
Motion to Close the meeting in accordance with the Community Charter, Part 4, Division 3, Section 90 (1) a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.
CARRIED

The meeting was closed at 10:31a.m. and resumed in open session at 10:32a.m.

7. PROPERTY MANAGEMENT REPORT

It was **MOVED** by Director Screech **SECONDED** by Director Plant
That the Capital Region Housing Corporation Board of Directors receives the Property
Management Report for information.

CARRIED

8. ADJOURNMENT

It was **MOVED** by Director Cooper, **SECONDED** by Director Braude
That the meeting be adjourned

The meeting was adjourned at 10:32a.m.

David Screech, Chair

Kristine Kusnyerik, Recorder



**REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF OCTOBER 25, 2016**

SUBJECT Waste Collection and Disposal Contract

ISSUE

The Capital Region Housing Corporation's (CRHC) Waste Collection and Disposal Contract is expiring December 31, 2016.

BACKGROUND

The CRHC renewed the Waste Removal and Recycling Contract with Progressive Waste Solutions (Progressive), previously known as BFI, for a three year term with the start date of January 1, 2014 ending on December 31, 2016. The contract had an escalation clause of a 1.5 to 3.5% annual lift based on fuel surcharges and tipping fees. As per Progressive's termination clause, CRHC must provide between 90-180 days advanced written notice to terminate at the end of the term, to prevent a five year roll-over. CRHC has served notice to BFI that the contract will not be extended.

Progressive's current annual contract value for 2016 is \$192,252. A projected value for 2017 based the September 2016 consumer price index (CPI) for Greater Victoria of 2% would be \$196,097.

CRHC had planned on tendering this contract in 2016 to determine if savings could be achieved in 2017 and beyond. In August 2016, CRHC was extended the option of waste management services through the cooperative purchasing group "Greater Victoria Joint Purchasing Group" (GVJPG). Capital Regional District (CRD) staff actively participate as members of this group. Other members of the Purchasing Group are School Districts 61, 62, and 63, District of Central Saanich, Camosun College, CRD Water, Cowichan Valley School District #79 and the Greater Victoria Public Library.

Waste Management and Recycling Services (Waste Management) was the successful proponent for the tender. The tender is valid from August 15, 2016 to August 14, 2019 with the option of a two-year term extension (Appendix A).

Due to the fact that CRHC's contract with Progressive ends on December 31, 2016, the contract with Waste Management would initiate on January 1, 2017 and end on August 14, 2019 with the option of a two-year term extension.

The annual contract value is \$192,858, for a three year term, subject to escalators for fuel and tipping fees. The annual rate will be pro-rated in the third year due to the contract aligning with the GVJPC contract.

ALTERNATIVES

1. Authorizes any two members of the Capital Region Housing Corporation Executive Committee to sign the waste collection and disposal contract with Waste Management and Recycling Services (Waste Management) in the amount of \$192,858 annually for the term of January 1, 2017 to August 14, 2019 with the option of a two-year term extension.

2. Directs staff to tender the waste collection and disposal contract.

IMPLICATIONS

The CRHC follows the CRD Procurement Policy and Procedures. Under this policy, the CRHC is able to participate in cooperative purchasing. Section 9 of this policy states “*savings likely to be achieved through purchasing goods and services jointly with other government bodies should be pursued. This policy provides the authority to Authorized Staff to participate with other government agencies or public authorities in cooperative acquisition ventures when it is in the best interests of the CRD. In such cases, the procedures set out by the agency responsible for the venture will be followed and not the procedures set out in this Policy.*”

Increased services included in the contract:

- Organic totes will accept limited yard waste
- Tenant and staff education programming
- Targeted “specialized” recycling days (i.e. electronics recycling)

If CRHC were to independently tender this contract, the CRHC would not benefit from the collective purchasing power and risks higher costs and foregoing the increased services that are afforded through the group.

The annual contract value provided through the cooperative purchasing group GVJPG contract with Waste Management offers a savings of at least \$3,240 in 2017 compared to our current Progressive contract plus CPI.

CONCLUSION

Our current Waste Removal and Recycling Contract with Progressive expires December 31, 2016. The re-tendering of waste management services is appropriate as Progressive has held the contract for five years. Waste management practices have changed over the last five years and new services are available as demonstrated in the proposed joint purchasing being considered. The benefit of group purchasing is that through the economy of scale the participants are able to achieve highly competitive rates.

RECOMMENDATION

Authorizes any two members of the Capital Region Housing Corporation Executive Committee to sign the waste collection and disposal contract with Waste Management and Recycling Services (Waste Management) in the amount of \$192,858 annually for the term of January 1, 2017 to August 14, 2019 with the option of a two-year term extension.



Christine Culham
Senior Manager
Capital Region Housing Corporation



Kevin Loréte, P.Eng., MBA
General Manager
Planning & Protective Services
Concurrence

Appendix A: Capital Region Housing Corporation Master Agreement for Waste and Recycling Services Effective January 1, 2017 with Waste management and referenced Greater Victoria Joint Purchasing Group Contract

**CAPITAL REGION HOUSING CORPORATION
SOLID WASTE AND RECYCLING SERVICES
CONTRACT 157/17**

**CAPITAL REGION HOUSING CORPORATION
AND
WASTE MANAGEMENT OF CANADA CORPORATION
SOLID WASTE AND RECYCLING SERVICES CONTRACT**

THIS AGREEMENT made the 17th day of October, 2016.

BETWEEN: CAPITAL REGION HOUSING CORPORATION
631Fisgard St.
Victoria, B.C. V8W 1R7

(the "CRHC")

AND: WASTE MANAGEMENT OF CANADA CORPORATION
6808 Kirkpatrick Crescent
Saanichton, B.C. V8M JZ9

(the "Contractor")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

APPOINTMENT

1. The CRHC retains the Contractor to provide services (the "Services") during the term (the "Term"), both described in Schedule "A".

PAYMENT

2. The CRHC will pay to the Contractor, in full payment and reimbursement for providing the Services, on the basis of fees set out in Schedule "B", and the Contractor will accept the same as full payment and reimbursement as aforesaid.

INDEPENDENT CONTRACTOR

3. The Contractor will be an independent contractor and not the servant, employee or agent of the CRHC.

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ASSIGNMENT AND SUB-CONTRACTING

4. The Contractor will not without the prior written consent of the CRHC:
 - a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Contract; or
 - b) sub-contract any obligation of the Contractor under this Contract.
5. No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations under this Contract or impose any obligation or liability upon the CRHC to any such sub-contractor.

CONFLICT OF INTEREST

6. The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may in the reasonable opinion of the CRHC, give rise to a conflict of interest.

CRIMINAL RECORD CHECK

7. In compliance with the Criminal Records Review Act, requires that criminal record checks be **conducted on persons engaged in service contracts where the nature of the service will involve working directly with children or having, or potentially having, unsupervised access to children.**

If the contract falls within the above guidelines, it is the responsibility of the Contractor and **contract Originator to ensure that all individuals working under the contract are in compliance with the Criminal Records Review Act.** To meet the requirements of the Act, an authorization form for Criminal Records Check must be obtained from the CRHC, for each individual bound by terms of the contract, and completed and returned to CRHC for processing, prior to the commencement of the contract. The Contractor is responsible for any fees charged by the Ministry of Public Safety and Solicitor-General. New criminal record checks must be completed each time the Contract is renewed.

If a Contractor is charged with or convicted of a relevant offence subsequent to a criminal record check, the Contractor must, within seven (7) days, report in writing the charge or conviction to the CRHC.

CHARACTER OF WORKERS

8. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and be tactful and courteous in dealing with the public. Smoking is not permitted by workers on any sites. Any supervisor or worker employed by the Contractor or subcontractor who, in the opinion of CRHC, does not perform his/her work in a skilful manner shall, at the written request of CRHC, be removed from the site of the Work immediately and shall not be employed again in any portion of the Work without the approval of CRHC.

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INSURANCE

9. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances during the term of the contract with insurers licensed in British Columbia and in forms and amounts acceptable to CRHC. Comprehensive General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the Contractor, its officers, employees, servants, agents and Contractors as additional Insured's with respect to liability arising out of the use or occupation by the Contractor of the property belonging to the CRHC.
10. Such comprehensive general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employers' liability, occurrence property damage, employees and/or volunteers as additional Named Insured's.
- Also Automobile Insurance (on the Contractor's owned and non-owned vehicles) for an adequate amount acceptable to the Corporation and shall in any event be not less than \$2,000,000.00 inclusive, any one accident, and may be provided by an endorsement to the General Liability Insurance or by a separate policy.
- Proof of such insurance will be provided to CRHC no later than 10 days before the Work commences and be updated at each annual renewal.

WORKSAFE BC REQUIREMENTS

10. The Contractor and any approved Sub-Contractor must be registered with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the contract. Prior to commencing any work, the Contractor will be required to submit a WorkSafe BC Clearance Letter indicating that all assessments have been paid.

The Contractor will be absolutely responsible for having the site secured in accordance with WorkSafe BC safety regulations and ensuring that no danger will befall the public or the CRHC's tenants at any time during the progress of the Work.

INDEMNITY

11. The Contractor will indemnify and save harmless the CRHC, its employees and agents, **from and against any and all losses, claims, damages, actions, causes of action, costs and expenses** that the CRHC may sustain, incur, suffer or be put at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-Contractor of the Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the CRHC .

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TERMINATION

12. Notwithstanding any other provision of this Contract, if the Contractor fails to comply with any provision of this Contract then, and in addition to any other remedy or remedies available to the CRHC, the CRHC may, at its option, terminate this Contract by giving written notice of termination to the Contractor and when such option is exercised, the CRHC will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to Schedule "B" attached hereto, for services rendered and expenses incurred to the date the said notice is given to the Contractor.

This Contract may be terminated by either party hereto, without cause, upon thirty (30) days **written notice**.

NON-WAIVER

13. A waiver of any provision or breach by the Contractor of this Contract will be effective only if it is in writing and signed by the CRHC, and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Contract.

NOTICES

14. Any notice or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the CRHC:

CAPITAL REGION HOUSING CORPORATION
631 Fisgard Street
Victoria, B.C. V8W 1R7

And if to the Contractor:

WASTE MANAGEMENT OF CANADA CORPORATION
6808 Kirkpatrick Crescent
Saanichton, B.C. V8M 1Z9

15. Either party may, from time to time, advise the other by notice in writing of any change of address **of the party giving such notice and from and after the giving of such notice the address therein** specified will, for the purposes of paragraph 16, be conclusively deemed to be the address of the **party giving such notice**.

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MISCELLANEOUS

16. This Contract will be governed by, and construed in accordance with the laws of the Province of British Columbia.
17. The headings appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.
18. No amendment or modification to this Contract will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
19. The schedules are an integral part of this Contract as if set out at length in the body of this Contract.
20. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the CRHC that the signatory has been duly authorized by the Contractor to enter into this Contract without corporate seal on behalf of the corporation.
21. All prices in the Schedule "B" do not include the Goods and Services Tax (GST) and, if chargeable, shall also be paid by the CRHC.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of ____ 2016.

SIGNED AND DELIVERED
DELIVERED
on behalf of the Contractor
(or by an authorized signatory
of the Contractor if a
Corporation or a Society)

SIGNED AND
on behalf of the Capital Region
Housing Corporation
by authorized signatories

By: Waste Management of Canada Corporation

Position

By: Capital Region Housing Corporation

Position

2nd Waste Management of Canada Corporation

Position

2nd Capital Region Housing Corporation

Position

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CAPITAL REGION HOUSING CORPORATION

AND

WASTE MANAGEMENT OF CANADA CORPORATION

SOLID WASTE AND RECYCLING SERVICES CONTRACT

SCHEDULE “A”

SERVICES

1. The Contractor will provide Solid Waste and Recycling Services as outlined in this agreement during the term of this Contract, notwithstanding the date of execution and delivery of this Agreement, will be conclusively deemed to have commenced on **January 1, 2017**, and will end on **August 14, 2019** (the “Term”). The Contract includes one (1) optional two (2) year renewal to be mutually negotiated by the parties. Any renewal will be subject to agreement between the CRHC and the Contractor. Any pricing changes and the addition or deletion of services or items, for any extension period, will be negotiated between the Contractor and the CRHC.
2. The Contractor will provide to the CRHC services for the term of this Contract as set out in this Schedule A, at the rates set out in Schedule B, and in accordance with the locations and frequency set out in the annual service schedule.
3. Invoices
Consolidated invoices from the contractor will be issued to each CRHC member organization on a monthly basis. Supporting documentation, with signatures from authorized personnel, may be required if a sub-contractor is used to service some of the material collected. Invoices should contain information on the date of service and quantity of material picked up so that the CRHC members may easily reconcile their billing from multiple locations.
4. Change in Ownership:
The Contractor shall provide the CRHC with written notification of any change in the ownership or any change in the effective control of the business. The CRHC participants, at their sole discretion, shall have the right to terminate the Contract upon giving the Contractor sixty (60) days’ notice in writing.
5. Schedules and Schedule Changes:
The CRHC, as required, should receive an annual service schedule by an established date of their choice, during each year of the contract. The schedule is to include the location, the actual day of the pick-up, the weekly rotation of the pick-ups, and number and size of the bins per site (the “annual service schedule”). If significant changes are made over the course of the year, additional updated schedules may be requested as needed.

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During the term of the contract it may be necessary for the CRHC to make schedule pickup changes due to seasonal and operational requirements.

Any schedule changes required by the Contractor must be requested in writing, and approved in writing by both parties prior to implementation.

Properties may be added or removed to the annual service schedule during the Term of this agreement without affecting the master agreement, and service to any properties added during the Term shall terminate in accordance with the end of Term date.

6. Maintenance of Containers

All containers will remain the property of the Contractor and as such, their maintenance will be the responsibility of the Contractor. Should containers sustain severe damage the Contractor will replace at their expense. Due to the sensitive nature of graffiti, the CRHC reserves the right to remove the graffiti and restore the bin to its normal condition using similar paint and colours as used by the Contractor.

7. Fuel Adjustments

The fluctuations in fuel costs continue to be a concern to all parties. However, fuel is a "cost of doing business". The CRHC wants to ensure that any increase or decrease to vehicle fuel in the market is addressed in a fair and equitable manner over the three (3) year period. In order to ensure that there is a process to address the volatility of vehicle fuel, the following conditions will apply to this Contract:

1. The February, 2016 Average Retail Price, including taxes, for diesel fuel for Victoria, BC will be the "baseline price" at 91.5;
2. Fuel prices will be monitored on the Kent Marketing Services (MJ Ervin) website <http://www.kentgrouppltd.com/>; Each January 1 and July 1 for the duration of the contract, the average of the six previous months as posted on the Kent Marketing website chart for Monthly Diesel, average retail prices, including taxes, for Victoria, BC will be used to determine the multiplier as per Appendix 1. The multiplier will be applied to the **Pick Up rates** only and will be in effect for the next six (6) month period.
3. Example: if the previous six (6) months had averages of 112.4, 114.8, 114.9, 114.3, 114.1, and 118.4, the calculation would be $(112.4 + 114.8 + 114.9 + 114.3 + 114.1 + 118.4) / 6 = 114.8$ and the multiplier of .979 would be applied to the unit prices for the next six (6) month period.

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8. Service Performance

All standards of service, including the adequacy of pickups should be to the satisfaction CRHC.

Mixed containers, consisting of tin and plastics 1-7 will be comingled and not sorted by the organizations.

The Contractor will be liable and responsible for the costs of repairing any damage to the participants' buildings or property caused by the owner or employees of the Contractor in fulfilling the terms of the contract. Upon expiration of the contract the Contractor should remove all bins on the last pickup of the contract.

The Contractor will adhere to Municipal noise By-laws and will not begin the service prior to 7:00 a.m. each day. Services will be provided Monday to Friday.

Drivers should ensure that all gates that are unlocked to remove waste are re-locked.

Full organics totes to be rinsed or swapped out by the Contractor with clean totes at each service. Mixed container totes should be replaced with clean containers as necessary to avoid odours.

The CRHC reserves the right to inspect the Contractor's facilities and vehicles at any time during the term of the Contract to ensure that all performance standards are being met and adhered to.

9. Variations to the Contract

The parties acknowledge that the expansion or reduction and continuation of the requested services are subject to public funding. Both parties acknowledge there is a potential for budget cuts and that the contract may have to be adapted accordingly.

10. Service Disruptions

The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or acts of God. The CRHC will not be liable to the Contractor where performance of service is not required due to strike, lockout, or acts of God which will include severe weather conditions or days when schools are not in session.

11. Bin and Lock Specifications for Waste and Cardboard/Paper Recycling

Barn style bins should have closed metal construction (on casters if requested) with spring loaded split lids for ease of operation;

Sloper style bins should have plastic lids (on casters if requested);

All bins should have a capacity of 2, 3, 4 or 6 cubic yards, as required;

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Bins must have provisions for the participants to provide dedicated keyed-alike locks;

Bins should have exteriors painted and maintained in good operational condition, with signs clearly and permanently marked on the front of each container "NO PARKING, VEHICLE WILL BE TOWED AT OWNER'S EXPENSE";

Bins should be maintained to the satisfaction of the participants in a clean manner by regularly cleaning and disinfecting to avoid offensive odors;

Bins, for safety reasons, should be kept at least 20 feet from buildings and in a location approved by each participant;

Bins located close to ramps should be relocated back to the approved position;

Appropriately labelled with type of material collected.

12. Collection Containers for Organics, Mixed Containers and Soft Plastics and Foil Wrappers

Minimum: Schaefer Systems International, Inc. Wheeled Totes - SSI GMT Standard -240L (or equivalent) 96 kg Capacity – Different Coloured Containers to identify Organics and Mixed Containers

Bag Sizes for Soft Plastics/Foil Wrappers -35 X 50

Note: all Organic Containers (Totes) must be rinsed or swapped out after each pick up.

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SCHEDULE "B"**

FEES

1. PRICE

The Contractor will charge the CRHC for services in accordance with the unit rates sets out in this Schedule B. The CRHC will pay the same unit prices for collection services and rental of the solid waste and recycling bins for the Term of the Agreement, subject to the provision of this Schedule B.

The Contractor will provide the services at the frequency and rates set out in the annual service schedule for 2017 attached hereto as Schedule C, as may be amended from time to time.

Any price adjustment for Solid Waste and Recycling Services may be permitted over the term of the contract as follows:

- a) In accordance with changes in the Regional Districts' (CRD) "tipping fee" based on the following formula:
The Contractor's monthly waste (garbage only) pickup fee x % increase in the "tipping fee". Container rental charges are not included.
- b) In accordance with the change in fuel rates as detailed in Schedule A, Clause 7.

NOTE: A ban of additional products by the Regional District at the landfill cannot be included as an increase to "tipping fees".

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2. PRICE SCHEDULE:

2.1 Bin Rental

a) Solid Waste Bins - Monthly Rental Price:

Bin Size	Monthly Rental Barn Style Bin	Monthly Rental Plastic Sloper Bin
2 Cubic Yard	\$0	\$0
3 Cubic Yard	\$0	\$0
4 Cubic Yard	\$0	\$0
6 Cubic Yard	\$0	\$0
40 Cubic Yard	\$0	\$0

b) Cardboard Recycle Bins -Monthly Rental Price:

Bin Size	Monthly Rental Barn Style Bin	Monthly Rental Plastic Sloper Bin
2 Cubic Yard	\$0	\$0
3 Cubic Yard	\$0	\$0
4 Cubic Yard	\$0	\$0
6 Cubic Yard	\$0	\$0

c) Organics Totes -Monthly Rental Price/Tote:

\$0.00

d) Mixed Container Totes -Monthly Rental Price/Tote:

\$0.00

Initials of Signatory _____

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2.2 Collection Services

a) Solid Waste Bins –Current Inventory:

Bin Size	Cost (Before Tax) Per Pick Up
2 Cubic Yard	\$16.00
3 Cubic Yard	\$24.00
4 Cubic Yard	\$32.00
6 Cubic Yard	\$48.00
40 Cubic Yard	\$150.00

b) Cardboard Recycle Bins –Current Inventory:

Bin Size	Cost (Before Tax) Per Pick Up
2 Cubic Yard	\$8.21
3 Cubic Yard	\$8.21
4 Cubic Yard	\$8.21
6 Cubic Yard	\$8.21

Initials of Signatory _____

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2.2 Collection Services: (cont'd)

c) Organic Totes – Current Inventory:

Bin Size	Cost (Before Tax)
1 Tote/Weekly	\$19.00
1 Tote/Every Other Week	\$19.00
2 Totes/Weekly	\$36.00
2 Totes/Every Other Week	\$36.00
3 Totes/Weekly	\$41.50
3 Totes/Every Other Week	\$41.50
4 Totes/Weekly	\$46.50
4 Totes/Every Other Week	\$46.50

d) Mixed Container Totes – Current Inventory:

Bin Size	Cost (Before Tax)
1 Tote/Weekly	\$12.50
1 Tote/Every Other Week	\$12.50
2 Totes/Weekly	\$14.00
2 Totes/Every Other Week	\$14.00
3 Totes/Weekly	\$17.50
3 Totes/Every Other Week	\$17.50
4 Totes/Weekly	\$23.00
4 Totes/Every Other Week	\$23.00

Initials of Signatory _____

**CAPITAL REGION HOUSING CORPORATION
SOLID WASTE AND RECYCLING SERVICES
CONTRACT 157/17**

2.2 Collection Services: (cont'd)

- e. Collection of bags of soft plastics and foil wrappers ("as and when required basis")**

Cost per Bag \$7.50

- f. Delivery of additional or removal of existing containers during the course of the contract**

Cost per Pick up or Drop off \$68.00

Initials of Signatory _____

**CAPITAL REGION HOUSING CORPORATION
SOLID WASTE AND RECYCLING SERVICES
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APPENDIX 1-FUEL ADJUSTMENT MATRIX

Average (5.0 c/litre increments)	% Change from Base Rate of 91.5 c/litre See Note 1	Impact of Fuel as a Proportion of Unit Price (Assume 30%) See Note 2	Multiplier
80.00 to 84.9	-13%	-3.77%	0.962
85.0 to 89.9	-7%	-2.13%	0.979
90.0 to 94.9	0%	0%	1.00
95.0 to 99.9	4%	1.15%	1.011
100.0 to 104.9	9%	2.79%	1.028
105.0 to 109.9	15%	4.43%	1.044
110.0 to 114.9	20%	6.07%	1.061
115.0 to 119.9	26%	7.70%	1.077
120.0 to 124.9	31%	9.34%	1.093
125.0 to 129.9	37%	10.98%	1.110
130.0 to 134.9	42%	12.62%	1.126
135.0 to 139.9	48%	14.26%	1.143
140.0 to 144.9	53%	15.90%	1.159
145.0 to 149.9	58%	17.54%	1.175
150.0 to 154.9	64%	19.18%	1.192
155.0 to 159.9	69%	20.82%	1.208
160.0 to 164.9	75%	22.46%	1.225
165.0 to 169.9	80%	24.10%	1.241
170.0 to 174.9	86%	25.74%	1.257
175.0 to 179.9	91%	27.38%	1.274
180.0 to 184.9	97%	29.02%	1.290
185.0 to 189.9	102%	30.66%	1.307
190.0 to 194.9	108%	32.30%	1.323
195.0 to 199.9	113%	33.93%	1.339

Note 1 - <http://www.kentgrouppltd.com/http://www.kentgrouppltd.com/>
February, 2016 Average Retail Price, including taxes, for Diesel for Victoria, B.C.

Note 2 - Based on fuel sensitivity of 30% of unit price

SOLID WASTE AND RECYCLING SERVICES CONTRACT 157/17
SCHEDULE "C"

2017 ANNUAL SERVICING SCHEDULE

Project	Address	Waste Item	Quantity/Qty	Container Size (YDS)	Service Frequency	2017 Fuel Price	Rate per site (by GST)	GST	Contracted Price
Amberley	1330 Glasgow Avenue	Garbage	2	1x4	1wk	\$138.56			
		Cardboard	1	1x3		\$103.92			
		Organics	3	65 gal bins	1wk	\$17.77			
		Recycling	3x4	40 chutes	1wk	\$69.85			
Arbutus View	1984 Harriet Road	Garbage	1	3	2wk	\$207.84	\$419.23	\$10.56	\$419.79
		Organics	2	65 gal bins	1wk	\$77.94			
		Cardboard	1	3	1wk	\$17.77	\$807.53	\$19.54	\$927.07
		Swamp	1	3	1wk	\$18.65			
Ashlar Manor "Swamp"	1640 Figgart St	Organics	3	65 gal bins	1wk	\$88.85			
		Cardboard	1	3	1wk	\$17.77			
		Recycling	1x1	3x4 chutes	1wk	\$50.24	\$688.43	\$11.13	\$700.56
Beechwood Park	2936 Gordon Head Rd	Garbage	2	3	2wk	\$41.66			
		Cardboard	1	3	2wk	\$103.92			
		Organics	3	65 gal bins	1wk	\$88.85			
		Recycling	1x1	3x4 chutes	1wk	\$17.77	\$14.82	\$1.13	\$16.95
Birches	1466 Hillside Avenue	Cardboard	1	3	2wk	\$207.84			
		Organics	3	65 gal bins	1wk	\$8.89			
		Recycling	1x1	3x4 chutes	1wk	\$69.85			
Brambles	750 Miller Ave	Garbage	1	4	1wk	\$138.56			
		Organics	1	65 gal bins	1wk	\$41.13			
		Cardboard	1	3	1wk	\$8.89			
		Recycling	1x1	3x4 chutes	1wk	\$17.77	\$18.28	\$1.13	\$19.41
Brock place	882 Brock Ave	Organics	2	65 gal bins	1wk	\$31.76	\$188.58	\$1.13	\$190.61
		Cardboard	1	3	1wk	\$77.94			
		Organics	1	65 gal bins	1wk	\$35.35	\$43.21	\$1.13	\$44.34
Calms Park	882 7th Street, Sidney	Garbage	2	65 gal bins	1wk	\$49.36			
		Organics	1	65 gal bins	1wk	\$41.13	\$24.41	\$1.13	\$42.54
Caledonia	1211 Melrose Avenue	Garbage	1	4	1wk	\$138.56			
		Organics	1	65 gal bins	1wk	\$41.13	\$195.69	\$1.13	\$196.82
Camoun Place	1530 Camoun Street	Organics	1	65 gal bins	1wk	\$103.92			
		Garbage	1	3	1wk	\$77.94	\$43.05	\$1.13	\$44.18
Campus View	2249 McCoy Rd	Organics	2	65 gal bins	1wk	\$103.92			
		Garbage	1	3	1wk	\$27.22	\$111.86	\$1.02	\$112.88
Carry Lane	3910 Carry Rd	Organics	1	65 gal bins	1wk	\$41.13	\$27.13	\$1.62	\$42.75
		Cardboard	1	3	1wk	\$41.13	\$17.82	\$1.13	\$18.95
Carlton Place	825 Superior Street	Garbage	4	65 gal bins	1wk	\$199.18			
		Cardboard	3	65 gal bins	1wk	\$37.89	\$178.20	\$13.92	\$192.12
Castanea Place	2840 Gille Place / 2800 Quadra Street	Garbage	1	4	2wk	\$277.12			
		Organics	3	65 gal bins	1wk	\$88.85			
		Cardboard	1	3	1wk	\$17.77	\$84.75	\$1.94	\$86.69
		Organics	1	65 gal bins	1wk	\$41.13			
Cloverhurst	955 Cloverdale Road	Garbage	1	3	1wk	\$103.92			
		Organics	1	65 gal bins	1wk	\$138.56	\$143.05	\$7.25	\$150.30
Colquitz Green	845 Portage Rd	Organics	1	65 gal bins	1wk	\$41.13			
		Cardboard	1	3	1wk	\$277.12	\$460.70	\$21.29	\$481.99
		Organics	1	65 gal bins	1wk	\$41.13			
Creekside	4288 Carry Rd	Garbage	1	3	2wk	\$207.84			
		Cardboard	1	3	1wk	\$17.77	\$166.73	\$13.34	\$180.07
		Organics	1	65 gal bins	1wk	\$138.56			
Figrove	921 Devonshire Road / 7255 Langdon St / 1413 1/2 St	Organics	2	65 gal bins	1wk	\$77.94			
		Garbage	1	4	1wk	\$138.56			
		Cardboard	1	3	1wk	\$17.77	\$372.79	\$16.64	\$389.43
		Organics	1	65 gal bins	1wk	\$277.12			
Gladstone	1320 Gladstone Ave	Organics	1	65 gal bins	1wk	\$41.13			
		Cardboard	3	65 gal bins	1wk	\$37.89	\$356.11	\$17.81	\$373.92
		Garbage	1	3	1wk	\$103.92			
Greenlea	788 Shawnee Road	Organics	2	65 gal bins	1wk	\$77.94			
		Cardboard	1	3	2wk	\$207.84			
		Organics	1	65 gal bins	1wk	\$8.89	\$398.59	\$19.93	\$408.52
Gray Oak Square	4024 Saanich Road	Garbage	1	4	2wk	\$277.12			
		Organics	1	65 gal bins	1wk	\$41.13	\$55.06	\$17.95	\$62.91
Hamlet	2620 Shakespeare Road	Garbage	1	3	1wk	\$103.92			
		Cardboard	1	3	2wk	\$207.84	\$45.01	\$7.25	\$52.26
Harbour Lane	314 & 324 Kingston Rd	Cardboard	1	4	1wk	\$35.55			
		Swamp	1	3	1wk	\$21.65			
		Organics	2	65 gal bins	1wk	\$77.94			
		Recycling	1x1	3x4 chutes	1wk	\$37.89	\$380.37	\$10.04	\$390.41
Harrison Place	1504 Church Ave	Organics	1	65 gal bins	1wk	\$41.13			
		Garbage	1	3	1wk	\$103.92			
		Recycling	1x1	3x4 chutes	1wk	\$37.89	\$204.59	\$10.23	\$214.82
Heathers	3169 Tillicum Road	Garbage	1	3	1wk	\$103.92			
		Organics	1	65 gal bins	1wk	\$41.13			
		Recycling	1x1	3x4 chutes	1wk	\$17.77	\$162.82	\$1.13	\$163.95
		Garbage	1	3	1wk	\$103.92			
Heron Cove	10542 McDonald Park Rd, Sidney	Organics	1	65 gal bins	1wk	\$41.13			
		Cardboard	1	3	1wk	\$17.77	\$102.82	\$1.13	\$103.95
		Organics	1	65 gal bins	1wk	\$41.04			
James Yates Gardens	1150 Yates Street	Garbage	1	3	1wk	\$103.92			
		Recycling	1x1	3x4 chutes	1wk	\$31.00	\$187.95	\$1.40	\$189.35
		Organics	2	65 gal bins	1wk	\$207.84			
King's Place "Swamp"	1070 King Rd	Organics	1	65 gal bins	1wk	\$35.55			
		Cardboard	1	3	1wk	\$21.65			
		Recycling	1x1	3x4 chutes	1wk	\$49.65	\$399.60	\$16.63	\$416.23

**CAPITAL REGION HOUSING CORPORATION
SOLID WASTE AND RECYCLING SERVICES
CONTRACT 157/17**

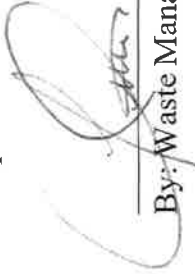
MISCELLANEOUS

16. This Contract will be governed by, and construed in accordance with the laws of the Province of British Columbia.
17. The headings appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.
18. No amendment or modification to this Contract will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
19. The schedules are an integral part of this Contract as if set out at length in the body of this Contract.
20. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the CRHC that the signatory has been duly authorized by the Contractor to enter into this Contract without corporate seal on behalf of the corporation.
21. All prices in the Schedule "B" do not include the Goods and Services Tax (GST) and, if chargeable, shall also be paid by the CRHC.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of ____ 2016.

SIGNED AND DELIVERED
DELIVERED

on behalf of the Contractor
(or by an authorized signatory
of the Contractor if a
Corporation or a Society)



By: Waste Management of Canada Corporation

AREA SALES MANAGER

Position



2nd Waste Management of Canada Corporation

BC SALES MANAGER

Position

SIGNED AND

on behalf of the Capital Region
Housing Corporation
by authorized signatories

By: Capital Region Housing Corporation

Position

2nd Capital Region Housing Corporation

Position



**REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF OCTOBER 25 2016**

SUBJECT **Articles of Incorporation – CRD Director Terms**

ISSUE

To amend the Capital Region Housing Corporation (CRHC) Articles of Incorporation documents to allow for a two-year term for Capital Regional District (CRD) Board representatives on the CRHC Board of Directors.

BACKGROUND

At its meeting of June 1, 2016, the Governance Committee received a staff report on the implications of increasing the term of Directors of the CRHC and other CRD Boards and Committees from one year to two years. The following resolutions was approved at the CRD Board of Directors on June 8, 2016:

"That the following organizations be requested to amend their governing documents to allow for a two-year term for the CRD Board representatives to coincide with the Local Government Election cycle:

- a. Capital Regional Housing Corporation
- b. Greater Victoria Labour Relations Association
- c. Royal McPherson Theatre Society (Councillor Directors)."

The current clause in the CRHC Articles of Incorporation allows the CRD Board representatives a one (1) year term on the CRHC Board of Directors whereas directors who are community members serve two year terms for a maximum of six years. The articles are as follows (current Articles of Incorporation are attached in Appendix A):

"Term of directors

10.4 The directors shall serve the following term:

- (a) directors from the Capital Regional District shall hold office for a term of one (1) year commencing January 1 to December 31;*
- (b) directors from the community members shall hold office for a term of two (2) years commencing January 1 to December 31; and*
- (c) no director shall serve more than six (6) consecutive years."*

It would require the following amendment to occur to comply with the CRD Board resolution:

"Term of directors

10.4 The directors shall serve the following term:

- (a) directors from the Capital Regional District **shall hold office for a term of two (2) years commencing January 1 to December 31;***
- (b) directors from the community members shall hold office for a term of two (2) years commencing January 1 to December 31;*
- (c) no director shall serve more than six (6) consecutive years; and*
- (d) Article 10.4(a) shall be in effect for directors appointed for a term commencing on or after January 1, 2017.***

ALTERNATIVES

1. That Article 10.4 of the Capital Region Housing Corporation (CRHC) Articles of Incorporation be amended to read:

“Term of directors

10.4 The directors shall serve the following term:

- (a) directors from the Capital Regional District shall hold office for a term of two (2) years commencing January 1 to December 31;
- (b) directors from the community members shall hold office for a term of two (2) years commencing January 1 to December 31;
- (c) no director shall serve more than six (6) consecutive years; and
- (d) Article 10.4(a) shall be in effect for directors appointed for a term commencing on or after January 1, 2017.”

2. That the matter be referred back to staff for further review.

IMPLICATIONS

The CRHC is a non-profit corporation wholly owned by the CRD. It is directed by a seven-member Board: four are members of the CRD Board, two are community members and one is a tenant with the CRHC.

The CRHC is incorporated under the Business Corporations Act and has adopted Articles of Incorporation (“Articles”) under that Act that set out the rules that govern the company. The CRD is the sole shareholder of the CRHC. The Articles specify that CRD Directors appointed to the CRHC Board are appointed for a one-year term beginning on January 1 of each year and ending on December 31. The Articles provide that the community members are appointed for a two-year term. Under the Articles CRHC Directors are eligible to serve for a maximum of six years on the CRHC Board.

Staff have consulted with BC Housing and Management Commission (BCHMC) and the change does not affect the requirements in the operating agreements.

In the report to the Governance Committee on June 1, 2016 staff maintained:

“Adding an additional year (where possible) would provide increased stability and continuity for boards and committees while also retaining the flexibility that comes with having a term that is shorter than the length of elected office.” (Appendix B)

Staff also indicated the importance of aligning the two-year term with the four-year election cycle so as to prevent the appointment of a Director beyond the elected term of office and that alignment would be achieved by commencing two-year appointments in January of 2017.

CONCLUSION

The CRD Board has requested that the CRHC amend the governing documents to allow for a two-year term for Capital Regional District (CRD) Board representatives on the CRHC Board of Directors. As community members on the CRHC Board of directors currently serve two-year terms and this amendment would be in alignment with the community member terms and provide increased stability for the CRHC Board.

RECOMMENDATION

That Article 10.4 of the Capital Region Housing Corporation (CRHC) Articles of Incorporation be amended to read:

“Term of directors

10.4 The directors shall serve the following term:

- (a) directors from the Capital Regional District shall hold office for a term of two (2) years commencing January 1 to December 31;
- (b) directors from the community members shall hold office for a term of two (2) years commencing January 1 to December 31;
- (c) no director shall serve more than six (6) consecutive years; and
- (d) Article 10.4(a) shall be in effect for directors appointed for a term commencing on or after January 1, 2017.”



Christine Culham
Senior Manager
Capital Region Housing Corporation



Kevin Lorette, P.Eng., MBA
General Manager
Planning & Protective Services

SCHEDULE "A"

CAPITAL REGION HOUSING CORPORATION

Incorporation number: BC0257647
 (the "Company")

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Part 1 - Interpretation

Definitions

- 1.1 Without limiting Article 1.2, in these articles, unless the context requires otherwise: "board" and "directors" mean the directors of the Company for the time being; "Business Corporations Act" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act
- "Interpretation Act" means the *Interpretation Act*, R.S.B.C. 1996, c. 238

Business Corporations Act definitions apply

- 1.2 The definitions in the *Business Corporations Act* apply to these articles.

Interpretation Act applies

- 1.3 The *Interpretation Act* applies to the interpretation of these articles as if these articles were an enactment.

Conflict in definitions

- 1.4 If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these articles.

Conflict between articles and legislation

- 1.5 If there is a conflict between these articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

Part 2 — Shares and Share Certificates

Authorized Share Structure

- 2.1 The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

Form of share certificate

- 2.2 Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

Right to share certificate

- 2.3 Each shareholder is entitled, without charge, to one certificate representing the share or shares of each class or series of shares held by the shareholder.

Sending of share certificate

- 2.4 Any share certificate to which a shareholder is entitled may be sent to the shareholder by mail and neither the Company nor any agent is liable for any loss to the shareholder because the certificate sent is lost in the mail or stolen.

Replacement of worn out or defaced certificate

- 2.5 If the directors are satisfied that a share certificate is worn out or defaced, they must, on production to them of the certificate and on such other terms, if any, as they think fit,
- (a) order the certificate to be cancelled, and
 - (b) issue a replacement share certificate.

Replacement of lost, destroyed or wrongfully taken certificate

- 2.6 If a share certificate is lost, stolen or destroyed, the Company must issue a replacement share certificate, if the directors:
- (a) receive proof satisfactory to them that the share certificate is lost, stolen or destroyed; and
 - (b) are satisfied that they have received any other reasonable requirements imposed by the Company.

Part 3 — Issue of Shares

Directors authorized to issue shares

- 3.1** Upon the unanimous approval of the shareholders, the directors may issue, allot, sell, grant options on or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, in the manner, on the terms and conditions and for the issue prices that the shareholders in their absolute discretion, may determine.

Part 4—Share Registers

Central Securities Register

- 4.1** As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

Closing Register

- 4.2** The Company must not at any time close its central securities register.

Part 5 — Share Transfers

Registering transfers

- 5.1** A transfer of a share of the Company must not be registered unless:
- (a) a duly signed instrument of transfer in respect of the share has been received by the Company;
 - (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
 - (c) if a non-refundable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

Transfer fee

- 5.2** There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

Part 6 — Borrowing Powers

Powers of directors

- 6.1** Subject to unanimous approval of the shareholders, the directors may from time to time on behalf of the Company:
- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
 - (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person;
 - (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person, and
 - (d) mortgage or charge, whether by way of specific or floating charge, or give other security on the whole or any part of the present and future undertaking of the Company.

Part 7 — General Meetings

Annual general meetings

7.1 Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual general meeting.

When annual general meeting is deemed to have been held

7.2 If all of the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date selected in the unanimous resolution.

Calling of shareholder meetings

7.3 The directors may, whenever they think fit, call a meeting of shareholders.

Notice for Meetings of Shareholders

7.4 The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least 10 days before the meeting.

Failure to Give Notice and Waiver of Notice

7.5 The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

Special business

7.6 If a meeting of shareholders is to consider special business within the meaning of Article 8.1, the notice of meeting must

- (a) state the general nature of the special business, and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified by the notice, and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

Part 8— Proceedings at Meetings of Shareholders

Special business

8.1 At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of, or voting at, the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution.

Special Majority

8.2 The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is $\frac{3}{4}$ of the votes cast on the resolution.

One shareholder may constitute quorum

8.3 If there is only one shareholder entitled to vote at a meeting of shareholders,
(a) the quorum is one person who is that shareholder, and
(b) that shareholder, present in person, may constitute the meeting.

Other persons may attend

8.4 The directors, the president, if any, the secretary, if any, and any lawyer or auditor for the Company are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum, and is not entitled to vote at the meeting, unless that person is a shareholder or proxy holder entitled to vote at the meeting.

Requirement of quorum

8.5 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting.

Lack of quorum

8.6 If, within 1/2 hour from the time set for the holding of a meeting of shareholders, a quorum is not present,
(a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved, and
(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

Chair

8.7 The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the president of the board, if any;
- (b) if the president of the board is absent or unwilling to act as chair of the meeting, the vice-president, if any.

Alternate chair

8.8 If, at any meeting of shareholders, there is no president of the board or vice-president present within 15 minutes after the time set for holding the meeting, or if the president of the board and the vice-president are unwilling to act as chair of the meeting, or if they have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the shareholders present in person or by proxy must choose any person present at the meeting to chair the meeting.

Adjournments

8.9 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of adjourned meeting

8.10 It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

Decisions by Show of Hands

8.11 Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands.

Declaration of Result

8.12 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands, and that decision must be entered in the minutes of the meeting.

Part 9 — Votes of Shareholders

Voting Rights

9.1 Subject to any special rights or restrictions attached to any shares, every shareholder entitled to vote on the matter has one vote in respect of each share held by that shareholder and may exercise that vote either in person or if a shareholder is a corporation, then in accordance with Article 9.4.

9.2 Voting by proxy is not permitted.

Trustee of shareholder may vote

9.3 A person who is not a shareholder may vote on a resolution at a meeting of shareholders, if, before doing so, the person satisfies the chair of the meeting at which the resolution is to be considered, or the directors, that the person is a trustee for a shareholder who is entitled to vote at the meeting.

Representative of a corporate shareholder

9.4 If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and,

- (a) for that purpose, the instrument appointing a representative must
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, at least 2 business days before the day set for the holding of the meeting, or
 - (ii) be provided, at the meeting, to the chair of the meeting, and
- (b) if a representative is appointed under this Article,
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Part 10 — Election and Removal of Directors

Number of directors

- 10.1** The Company must have a board of directors consisting of
- (a) four (4) directors from the Capital Regional District and three (3) directors from community members for a total of seven (7); or
 - (b) the number of directors set by ordinary resolution of the shareholders.

Change in number of directors

- 10.2** If the number of directors is changed by the shareholders under Article 10.1 (b),
- (a) the change is effective whether or not previous notice of the resolution was given, and
 - (b) the shareholders may elect, or appoint by ordinary resolution, the directors needed to fill any vacancies in the board of directors that result from that change.

Election of directors

- 10.3** At a special meeting of the shareholders or at the annual general meeting,
- (a) the shareholders and/or the Chair of the Capital Regional District shall announce the appointment of a board of directors consisting of the number of directors for the time being required under these articles, and
 - (b) all the directors whose terms have expired, cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or reappointment.

Term of directors

- 10.4** The directors shall serve the following term:
- (a) directors from the Capital Regional District shall hold office for a term of one (1) year commencing

January 1 to December 31;

- (b) directors from the community members shall hold office for a term of two (2) years commencing January 1 to December 31; and
- (c) no director shall serve more than six (6) consecutive years.

Failure to elect or appoint directors

10.5 If the Company fails to hold an annual general meeting in accordance with Article 10.3, the directors then in office continue to hold office until the date on which they otherwise cease to hold office under these articles.

Consent to be a director

10.6 No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*; or
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse to be a director.

Directors' acts valid despite vacancy

10.7 An act or proceeding of the directors is not invalid merely because fewer than the number of directors required by Article 10.1 are in office.

Vacancies of directors

10.8 If the Company has fewer directors in office than the number set pursuant to these articles as the quorum of directors, the shareholders and/or the Chair of the Capital Regional District may appoint directors to fill any vacancies on the board of directors.

Ceasing to be a director

10.9 A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to article 10.10.

Removal of directors

10.10 The Shareholders may remove any director before the expiration of his or her term by special resolution.

Alternate directors

10.11 The Chair of the Capital Regional District shall appoint individuals qualified to act as directors to be alternates for the directors from the Capital Regional District. There shall be no alternates for directors from community members.

Reimbursement of expenses of directors

10.12 The Company must reimburse each director and alternate director for the reasonable expenses that he or she may incur in and about the business of the Company.

No Remuneration to directors

10.13 The directors and alternates shall serve as directors and officers of the Company without compensation and no director or alternate shall directly or indirectly receive any profit from a position as a director or officer; provided that a director or alternate may be paid reasonable expenses in the performance of his or her duties as a director of the Company.

Part 11 — Powers and Duties of Directors

Powers of Management

11.1 The directors must, subject to the *Business Corporations Act* and these articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these articles, required to be exercised by the shareholders of the Company.

Obligation to account for profits

11.2 A director or officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or officer under or as a result of the contract or transaction to the extent provided in the *Business Corporations Act*.

Restrictions on voting by reason of interest

11.3 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any director's resolution to approve that contract or transaction.

Disclosure of conflict of interest or property

11.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act* and as required by the conflict of interest guidelines set out by the Company and the Capital Regional District.

Part 12 — Proceedings of Directors

Meetings of directors

12.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the board held at regular intervals may be held at the place, at the time and on the notice, if any, that the board may by resolution from time to time determine.

Chair of meetings

12.2 Meetings of directors are to be chaired by

- (a) the president of the board, if any,
- (b) in the absence of the president of the board, the vice president, if any, or
- (c) any other director chosen by the directors if

(i) neither the president of the board nor the vice president, is present at the meeting within 15 minutes after the time set for holding the meeting,

(ii) neither the president of the board nor the vice president, is willing to chair the meeting, or

(iii) the president of the board and the vice president, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

Voting at meetings

12.3 Questions arising at any meeting of directors are to be decided by a majority of votes and, in case of an equality of votes, the chair of the meeting does not have a second casting vote.

Meeting by telephone or other communications medium

12.4 A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone or by a communications medium other than telephone if all directors participating in the meeting are able to communicate with each other.

Who may call extraordinary meetings

12.5 A director may, and the secretary, if any, on request of a director, must call a meeting of the board at any time.

Notice of extraordinary meetings

12.6 If a meeting of the board is called under Article 12.5, reasonable notice of that meeting, specifying the place, date and time of that meeting, must be given to each of the directors

- (a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose,
- (b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose, or
- (c) orally, by delivery of written notice or by telephone, voice mail, e-mail, fax or any other method of legibly transmitting messages.

Quorum

12.7 The quorum necessary for the transaction of the business of the directors is a majority of the directors.

Part 13 — Committees of Directors

Appointment of committees

13.1 The directors may, by resolution,

- (a) appoint one or more committees consisting of the director or directors that they consider appropriate,
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except
 - (i) the power to fill vacancies in the board,
 - (ii) the power to change the membership of, or fill vacancies in, any committee of the board, and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

Obligations of committee

13.2 Any committee formed under Article 13.1, in the exercise of the powers delegated to it, must

- (a) conform to any rules that may from time to time be imposed on it by the directors, and
- (b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

Powers of board

13.3 The board may, at any time,

- (a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding,
- (b) terminate the appointment of, or change the membership of, a committee, and
- (c) fill vacancies in a committee.

Committee meetings

13.4 Subject to Article 13.2 (a),

- (a) the members of a directors' committee may meet and adjourn as they think proper,
- (b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting,
- (c) a majority of the members of a directors' committee constitutes a quorum of the committee, and
- (d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

Part 14 —Officers

Appointment of officers

14.1 The board may, from time to time, elect a president, secretary or any other officers that it considers necessary, and none of the individuals appointed as officers need be a member of the board.

Functions, duties and powers of officers

14.2 The board may, for each officer,

- (a) determine the functions and duties the officer is to perform,
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit, and
- (c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

Qualifications of officers

14.3 No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*.

Part 15 — Indemnification

Indemnification of directors

15.1 The directors must cause the Company to indemnify its directors and former directors, and their respective heirs and personal or other legal representatives to the greatest extent permitted the *Business Corporations Act*. Each director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 15.1.

Part 16 — Dividends

Declaration of dividends

16.1 Subject to the unanimous consent of the shareholders, and subject to the rights, if any, of shareholders holding shares with special rights as to dividends, the directors may from time to time declare and authorize payment of dividends.

Part 17 — Accounting Records

Recording of financial affairs

17.1 The board must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the provisions of the *Business Corporations Act*.

Part 18—Company Restrictions

Restrictions on business

18.1 The Company is restricted from carrying on any business except:

- (a) the purchase, lease, acquisition, sale, management, mortgage and rental of real and personal property to be used in connection with public housing;
- (b) the carrying out of activities of housing research, housing planning, community liaison and participation in joint public and private partnerships for the purpose of financing housing projects; and
- (c) the establishment and maintenance of a Statutory Reserve Fund to provide funding for housing initiatives.

Restricted powers

18.2 The Company is restricted from exercising the following powers:

- (a) the power to pay or transfer to the shareholders by way of dividend, bonus or otherwise any of the income or property of the Company;

(b) the power to allot, issue or transfer any shares of its capital to any person other than a municipality, including a regional district incorporated under the *Municipal Act*, or an agency of a Municipality.

Winding up or dissolution

18.3 If upon a winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever of the Company that is subject to any operating agreements or land leases, such property shall be transferred in accordance with such agreements and leases, and all other property remaining shall not be paid to or distributed among the shareholders as such but shall be held or used for public housing in the Capital Regional District as constituted from time to time and the Capital Regional District shall distribute such public housing at their discretion.



Making a difference...together

**REPORT TO GOVERNANCE COMMITTEE
MEETING OF WEDNESDAY, JUNE 1, 2016**

SUBJECT Terms of Appointment to Committees and Other Boards

ISSUE

To review the terms of appointment to committees and other boards and societies.

BACKGROUND

At its meeting of May 3, 2016, the Governance Committee directed staff to provide a report on the implications of increasing the term of Directors of the Capital Regional Housing Corporation (“CRHC”) and other CRD Boards and Committees from one year to two.

Outlined below is information relating to committees and boards (external, internal and CRD corporate) to which either the Board or the Board Chair makes appointments each year. Information has not been included for committees and boards where the term of appointment is currently longer than one year, which include the following:

- A. Capital Region Emergency Service Telecommunications (CREST)
- B. Emergency Management Committee
- C. Ferry Advisory Committees
- D. Gulf Islands National Park Reserve Advisory Board
- E. Juan de Fuca Land Use Committee
- F. Juan de Fuca Water Distribution Commission
- G. Regional Water Supply Commission

Standing Committees

Under the *Local Government Act* and the *CRD Procedures Bylaw*, the Chair of the CRD Board has the authority to establish Standing Committees and appoint persons to those committees. The *Act* and the *Procedures Bylaw* do not place limits on the length of term of appointment. The 2016 Standing Committees are:

- 1. Core Area Liquid Waste Management Committee
- 2. Electoral Area Services Committee
- 3. Environmental Services Committee
- 4. Finance Committee
- 5. Governance Committee
- 6. Planning, Transportation and Protective Services Committee
- 7. Regional Parks Committee

Standing Committee appointments are made each January by the CRD Board Chair.

Select Committees

The *Local Government Act* and the *CRD Procedures Bylaw* give the CRD Board the authority to establish Select Committees and make appointments to those committees. The *Act* and the *Procedures Bylaw* do not place limits on the length of term of appointment. The 2016 Select

Committees are:

1. Transportation Select Committee
2. Westside Wastewater Treatment and Resource Recovery Select Committee
3. Special Task Force on First Nations Engagement
4. Integrated Resource Management Select Committee

Select Committee appointments are generally made by the Board at the time the Select Committee is established. Because Select Committees are usually struck to complete a specific task, their work is often short-term in nature and the membership does not require reappointment.

Other Committees

Internal

1. Arts Committee

The Arts Committee has 8 members and is composed of one elected official from each of the following municipalities: Esquimalt, View Royal, Highlands, Metchosin, Oak Bay, Saanich, Sidney and Victoria.

The appointments are made each year in consultation with the Mayors or Councils of each participating municipality. The Board Chair appoints the Chair of the Committee.

2. Peninsula Recreation Commission ("PRC")

CRD Bylaw No. 2397 establishes the PRC and sets out the term of office for Commissioners. The Bylaw provides that Commissioners who are Board Directors (one Director from each of the participating areas) serve for their term of office as a CRD Director. The Bylaw also provides for appointments from the municipal councils (3) and resident volunteers (3). The term for the Councillors is one year (ending on December 31 in the year of appointment) and the term for residents is two years.

3. Regional Housing Trust Fund Commission ("RHTF")

CRD Bylaw 3294 establishes the RHTF Commission. The Bylaw provides that the Commission will consist of a council member from each of the participating areas, appointed annually by the Board Chair on the recommendation of the municipal councils.

4. Saanich Peninsula Wastewater Commission ("SPWWC")

CRD Bylaw No. 3427 establishes the SPWWC and sets out the term of office for Commissioners. Under the Bylaw, the Directors from the participating municipalities are Commissioners and serve during their terms as Directors of the CRD. The Bylaw also provides for appointments from the municipal councils (3) and resident volunteers (3). The term of appointment for municipal councillors and resident volunteers is one year. The Bylaw also provides for the appointment of a member nominated by the Peninsula Agricultural Commission; the term for this nominee is two years.

5. Saanich Peninsula Water Commission ("SPWC")

The appointments to the SPWC are governed by Supplementary Letters Patent issued by the

Province of BC. Under the SLP, the CRD Directors from the participating areas (3) are members of the Commission and serve during their term of office. Under the SLP the CRD appoints two additional members for a term of one year. Of those appointments, practice is to draw one from either the Tsawout or Tsartlip First Nation and one from the agricultural community on the Saanich Peninsula.

6. Traffic Safety Commission (“TSC”)

TSC appointments are governed by CRD Bylaw 3520. The Bylaw provides for appointments of seventeen community members and one CRD Director (and alternate). The community volunteer appointments are made by the Board and are for a 2-year term. The CRD Director (and alternate) appointment is made by the Board for a one-year term.

External

7. Greater Victoria Coalition to End Homelessness (“GVCEH”)

The CRD is a corporate member of the GVCEH and can appoint 7 representatives to participate in Society meetings. Five of those representatives are nominated by the CRD Board of Directors and the remaining two are staff members.

The GVCEH Bylaws provide that five Directors (or alternate Directors) from the CRD will be appointed to the GVCEH Board (one of which is from the City of Victoria). The Bylaws also provide that wherever possible, the terms for the Directors will be staggered terms of one, two and three years. The Bylaws provide that the body making the nomination will assist the GVCEH Leadership Council by suggesting a term of office. There do not appear to be any provisions in the Bylaws governing the term of the CRD member representatives.

Currently, the CRD nominates the appointments to the Board on an annual basis.

8. Greater Victoria Harbour Authority (“GVHA”)

The CRD is a member of the GVHA. Under the Bylaws of the GVHA, the CRD may appoint one member to represent the CRD at meetings of the Society. The CRD may also nominate one Director to serve on the Board of Directors. The member representative may or may not be the same person as the Director. The Bylaws provide that the Director may be appointed for up to three three-year terms unless precluded by the member’s (CRD’s) governing rules or legislation.

Currently, the CRD Board appoints the member representative annually.

9. Greater Victoria Labour Relations Association (“GVLRA”)

The CRD is a member of the GVLRA and has the authority to appoint one Director to the GVLRA Board of Directors. The GVLRA Bylaws provide that the members of the Board are appointed annually (and their terms expire the first Monday following December 1).

10. Island Corridor Foundation (“ICF”)

The Board appoints a member representative and nominates an ICF Board member. The ICF Bylaws do not restrict the length of appointment of the member representative. The ICF Board members serve for a two-year term. Currently, the CRD appoints the member representative on an annual basis and the Board member for a two-year term.

11. Municipal Finance Authority (“MFA”)

The CRD Board makes annual appointments of member representatives to the MFA. The Municipal Finance Authority is governed by the *Municipal Finance Authority Act*. The Act provides that the CRD Board’s must make its appointment annually. The Act also provides for the appointment of an alternate.

12. Royal and McPherson Theatres Society (“RMTS”)

Under the Society Bylaws, the CRD Board appoints three Councillor Directors on an annual basis. The annual term expires on December 31 of each year.

The CRD also appoints 3-5 Appointed Directors for an initial two-year term. The Director appointments are automatically reappointed without further Board approval (for up to three consecutive terms).

CRD-Owned Corporations

13. Capital Regional Housing Corporation (“CRHC”)

The CRHC is a non-profit corporation wholly owned by the CRD. It is directed by a seven-member Board: four are members of the CRD Board, two are community volunteers and one is a tenant with the CRHC.

The CRHC is incorporated under the *Business Corporations Act* and has adopted Articles of Incorporation (“Articles”) under that Act that set out the rules that govern the company. The CRD is the sole shareholder of the CRHC. The Articles specify that CRD Directors appointed to the CRHC Board are appointed for a one-year term beginning on January 1 of each year and ending on December 31. The Articles provide that the community member volunteers are appointed for a two-year term. Under the Articles CRHC Directors are eligible to serve for a maximum of six years on the CRHC Board.

The Board Chair appoints the CRD Board members. The community members are appointed by the Board.

ALTERNATIVES

Alternative 1:

That the Governance Committee recommend to the Capital Regional District Board:

1. That the following terms of appointment be amended to a two-year period, beginning in January 2017, to coincide with the Local Government Election cycle:
 - a. Arts Committee (committee members)
 - b. Greater Victoria Coalition to End Homelessness (member representatives)
 - c. Greater Victoria Harbour Authority (member representative)
 - d. Island Corridor Foundation (member representative)
2. That the following organizations be requested to amend their governing documents to allow for a two-year term for the CRD Board representatives to coincide with the Local Government Election cycle:
 - a. Capital Regional Housing Corporation

- b. Greater Victoria Labour Relations Association
 - c. Royal McPherson Theatre Society (Councillor Directors)
3. That it be suggested to the Leadership Council of the Greater Victoria Coalition to End Homelessness that Capital Regional District Board Director appointees serve for a two-year term.
4. That staff be directed to prepare amendments to the following Capital Regional District Commission Bylaws to amend the terms of appointment to two years to coincide with the Local Government Election cycle:
- a. Peninsula Recreation Commission (municipal council representatives)
 - b. Regional Housing Trust Fund Commission (council representatives)
 - c. Saanich Peninsula Wastewater Commission (municipal council representatives and resident volunteers)
 - d. Traffic Safety Commission (CRD Director)

Alternative 2:

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

IMPLICATIONS

Before the last general local election in the fall of 2014, the Province introduced changes to the *Local Government Act* to extend the term of office for municipal councillors and regional board members from three to four years. The next general local election is scheduled to occur on the third Saturday in October 2018.

The decision to adopt a four-year election cycle was recommended in a report published in 2010 by the Local Government Elections Task Force, which was a joint endeavour of the Union of BC Municipalities and the Province of BC. In the Report, the Task Force noted that an advantage of longer terms was that they allowed for a longer planning cycle for members to implement their vision and prepare and execute their plans. The report recognized some disadvantages as well, such as the greater time commitment required of potential candidates and the fact that there was less opportunity to deal with performance of members through removal or change.

Many appointments made by the CRD Board are for a one-year term. The one-year term promotes flexibility by allowing for change and movement within an election cycle, and ensures that members are not overburdened with commitments that run the length of their elected term of office. The one-year term aligned well with the three-year election cycle as it ensured that appointments did not inappropriately extend past a Director's elected term of office.

The introduction of the four-year election cycle represents an opportunity to change the standard one-year appointments to a two-year term. Adding an additional year (where possible) would provide increased stability and continuity for boards and committees while also retaining the flexibility that comes with having a term that is shorter than the length of elected office. Aligning the two-year appointments with the election cycle would prevent the appointment of a Director beyond the elected term of office. Alignment would be achieved by commencing two-year appointments in January of 2017.

Standing Committees

Under the *Local Government Act* the CRD Board Chair serves a term of one year. Under the *Act* the Board Chair also has authority to establish Standing Committees and appoint their members. The current one-year term of appointment for Standing Committee members reflects this legislative structure. Extending the term to two years would not necessarily provide any additional

continuity and certainty as the Standing Committees would remain subject to change by an incoming Board Chair, irrespective of the original term of appointment. Accordingly, there are not recommended changes to the current length of Standing Committee appointments.

Select Committees

Select Committee members are most often appointed for a set period of time or to complete a specific task. Unlike Standing Committee members, their appointments are not time bound and do not need to be renewed annually. Accordingly, there are no recommended changes to the current method of Select Committee appointments.

Arts Committee

Although the Arts Committee has been referred to as a Standing Committee, its composition and the appointment process differ from the core Standing Committees. While the appointments are technically made by the Board Chair, the appointments have most recently been made on the recommendation of the councils of the municipalities that participate in the service. Because the appointments have not been made in the same way as the core CRD Standing Committees and because the appointments are largely non-Directors made on the recommendation of the participating municipalities, it is recommended that the term be extended to two years.

Other Committees

The following tables outline the recommended term changes in relation to internal and external boards and committees. For each appointment, the current term is one year and the recommendation is to increase the term to two years. The tables indicate the type of appointment and the change that is required to effect the appointment.

Internal

Committee	Type	Change required
Arts	Committee Members	Appointment term extended by CRD Board Chair
PRC	Councillor Appointments	Bylaw amendment
RHTF Commission	Commission Members	Bylaw amendment
SPWWC	Councillor and Resident Volunteer Appointments	Bylaw amendment
TSC	CRD Director and Alternate Appointments	Bylaw amendment

External/CRD Corporate

Committee	Type	Change required
GVCEH	Member representative	Length of appointment by Board
GVCEH	Board Director	Confirmation with GVCEH Leadership Council that term can be two years for all appointees
GVHA	Member representative	Appointment term extended by CRD Board

GVLRA	Board Member (and Alternate)	Amendment to GVLRA Bylaws
ICF	Member representative	Appointment term extended by CRD Board
RMTS	Councillor Directors	Amendment to RMTS Bylaws
CRHC	Board Members (CRD Board Directors)	Amendment to CRHC Articles of Incorporation

Municipal Finance Authority

No recommendation is being made in relation to the Municipal Finance Authority. Because the term of appointment is set by the *Municipal Finance Authority Act*, a change in legislation would be required to change the term of appointment.

Saanich Peninsula Water Commission

No recommendation is being made in relation to the Saanich Peninsula Water Commissioner terms. The term of appointment is set by Supplementary Letters Patent issued by the Province and a change would require new direction or Supplementary Letters Patent issued by Cabinet.

CONCLUSION

The legislative change to a four-year local government election cycle has provided an opportunity to extend the terms of CRD appointments to boards and committees to two years. While some of the terms of appointment can be changed through the internal CRD appointment process, others require amendments to applicable CRD bylaws and action and consent of external bodies.

RECOMMENDATION

That the Governance Committee recommend to the Capital Regional District Board:

5. That the following terms of appointment be amended to a two-year period, beginning in January 2017, to coincide with the Local Government Election cycle:
 - a. Arts Committee (committee members)
 - b. Greater Victoria Coalition to End Homelessness (member representatives)
 - c. Greater Victoria Harbour Authority (member representative)
 - d. Island Corridor Foundation (member representative)
6. That the following organizations be requested to amend their governing documents to allow for a two-year term for the CRD Board representatives to coincide with the Local Government Election cycle:
 - a. Capital Regional Housing Corporation
 - b. Greater Victoria Labour Relations Association
 - c. Royal McPherson Theatre Society (Councillor Directors)
7. That it be suggested to the Leadership Council of the Greater Victoria Coalition to End Homelessness that Capital Regional District Board Director appointees serve for a two-year term.
8. That staff be directed to prepare amendments to the following Capital Regional District Commission Bylaws to amend the terms of appointment to two years to coincide with the Local Government Election cycle:
 - a. Peninsula Recreation Commission (municipal council representatives)
 - b. Regional Housing Trust Fund Commission (council representatives)
 - c. Saanich Peninsula Wastewater Commission (municipal council representatives and resident volunteers)

d. Traffic Safety Commission (CRD Director)

Submitted by:	Brent Reems, MA, LLB, Senior Manager Legislative & Information Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

BR

Attachments:

**CAPITAL REGION HOUSING CORPORATION
ADMINISTRATION DIVISION
YEAR-TO-DATE (YTD) REVENUE AND EXPENDITURES
JANUARY to SEPTEMBER, 2016**

1 of 5

<u>Administration</u>	<u>Budget 2016</u>	<u>Budget Jan-Sept</u>	<u>Actual Jan-Sept</u>	<u>Variance \$ Jan-Sept</u>
Revenues				
Management Fees - UOA, ILBC2, NOA and Others	1,092,110	819,083	819,083	0
Interest Income	100,000	75,000	70,000	(5,000)
Service Fees - Royal Oak Housing Agreement	150	113	0	(113)
Miscellaneous - Tenant Service Charges	1,150	863	1,950	1,087
Transfer from Corporate Stabilization Reserve - IT Project	150,000	50,000	30,052	(19,948) (A)
Transfer from Corporate Stabilization Reserve - PIAH Project	20,000	15,000	17,098	2,098 (B)
Transfer from CRD - UBCM Age Friendly Grant Project	0	0	20,000	20,000 (C)
Total Revenues	1,363,410	960,058	958,183	(1,876)
Expenditures				
Salaries and Benefits	754,730	566,048	572,230	(6,183) (C)
Training	11,300	8,475	4,928	3,547
Consultants and Legal Fees	15,000	11,250	5,731	5,519
CRD Regional Housing Allocation	134,880	101,160	101,160	0
CRD Administration and Audit Fees	141,970	106,478	106,478	0
CRD Office Rental and Insurance	52,600	39,450	39,151	299
CRD Computer Support	45,020	33,765	27,612	6,153
Telephone	10,890	8,168	9,003	(836)
Advertising	500	375	0	375
Stationery and Services	24,020	18,015	20,375	(2,360)
Equipment Replacement Reserve	2,500	1,875	1,875	0
Project - Enhanced Information Technology System	150,000	50,000	30,052	19,948 (A)
Project - PIAH Expression of Interest Consulting Services	20,000	15,000	17,098	(2,098) (B)
Total Expenditures	1,363,410	960,058	935,693	24,365
Total Administration Surplus/(Deficit)	0	0	22,490	22,490

Variance Notes:

- (A) Transfer from Corporate Stabilization Reserve - IT Project: anticipated project timeline Jun, 2016 - Mar, 2017.
 (B) Transfer from Corporate Stabilization Reserve - PIAH EOJ Application: anticipated project timeline Apr - Dec, 2016.
 (C) Transfer from CRD Regional Housing - UBCM Age Friendly Grant: CRHC staff completed this project Mar-Aug, 2016.



Christine Culham
Senior Manager, Capital Region Housing Corporation



Kevin Lorette, P. Eng, MBA
General Manager, Planning and Protective Services
Concurrence



Rajat Sharma, B. Eng, MBA, CPA, CMA
Senior Manager, Financial Services
Concurrence

**CAPITAL REGION HOUSING CORPORATION
UMBRELLA AGREEMENT PORTFOLIO
YEAR-TO-DATE REVENUE AND EXPENDITURES
JANUARY TO SEPTEMBER, 2016**

UMBRELLA AGREEMENT

42 Buildings - 1,209 Mixed Income Family/Seniors Housing
Constructed between 1983-2002

	UOA Budget 2016		UOA Budget Jan-Sept		UOA Actual Jan-Sept		UOA Variance \$ Jan-Sept	
Revenues								
BCHMC Fixed Payment	3,525,207	2,643,905	2,640,778			(3,127)		
Tenant Rent	9,586,161	7,189,621	7,454,574			264,953 (A)		
Misc Revenue - parking and laundry	42,252	31,689	31,021			(668)		
Total Revenues	13,153,620	9,865,215	10,126,373			261,158		
Expenditures								
Audit/Legal	30,607	22,955	23,255			(300)		
Caretakers	1,005,038	753,779	739,645			14,134		
Contingency & Vacancy Loss	57,809	43,357	0			43,357 (B)		
Garbage	188,427	141,320	139,191			2,129		
Gas	110,200	82,650	63,646			19,004 (C)		
Electricity	232,534	174,401	157,639			16,762		
Insurance	299,480	224,610	240,633			(16,023) (D)		
Landscape Maintenance	302,440	226,830	223,192			3,638		
Maintenance	577,733	433,300	406,294			27,006		
Management Fee	931,584	698,688	698,688			0		
Mortgage	6,154,250	4,615,688	4,617,711			(2,024)		
Property Taxes	754,222	565,667	469,489			96,178 (E)		
Replacement Reserve Contribution	943,020	707,265	707,265			0		
Water	688,746	516,560	471,931			44,629 (F)		
Total Expenditures	12,276,090	9,207,068	8,958,579			248,489		
Total Umbrella Agreement Surplus/(Deficit)	877,530	658,148	1,167,794			509,646		

Variance Notes:

- (A) Tenant Rent: 264,953 additional revenue due to Jan-Sept vacancy rate of .7% with average 27 day turnover.
- (B) Contingency & Vacancy: pre Umbrella Operating Agreement this budget line allowed for funding to offset fixed overhead related to vacant units. With implementation of UOA in 2015 the budget line was kept for Contingency items.
- (C) Gas: 19,004 under budget due to Fortis rate decrease to standardize Vancouver Island with Mainland rates.
- (D) Insurance: (16,023) over budget due to Marsh Insurance policy renewing July 1, 2016.
- (E) Property Taxes: 96,178 under budget Jan-Sept due to CRHC conservative budgeting on the remaining 20 non-exempt properties 2016 taxes. Actual 2016 taxes 625,985; budget 754,222; difference 128,237.
- (F) Water: 44,629 under budget due to City of Victoria decreased sewer rate in July-Aug for summer only; this affects 17 of 42 buildings.

**CAPITAL REGION HOUSING CORPORATION
INDEPENDENT LIVING BC 2 PORTFOLIO
YEAR-TO-DATE REVENUE AND EXPENDITURES
JANUARY TO SEPTEMBER, 2016**

ILBC 2

**1 Building - 21 Seniors Independent Living Housing
Constructed 2008**

	ILBC 2 Budget 2016	ILBC 2 Budget Jan-Sept	ILBC 2 Actual Jan-Sept	ILBC 2 Variance \$ Jan-Sept
Revenues				
BCHMC Subsidy	328,231	246,173	230,976	(15,197) (A)
Tenant Rent	333,900	250,425	249,201	(1,224)
Misc Revenue - parking and cable recovery	0	0	9,278	9,278
Total Revenues	662,131	496,598	489,455	(7,143)
Expenditures				
General Costs				
Audit/Legal	545	409	409	0
Cable - offset by Misc Revenue	0	0	5,364	(5,364)
Contingency & Vacancy Loss	5,000	3,750	0	3,750 (B)
Contracted Services	290,826	218,120	208,198	9,922 (C)
Garbage	3,000	2,250	1,944	306
Electricity	29,665	22,249	22,667	(418)
Insurance	7,280	5,460	5,090	371
Memberships	500	375	412	(37)
Mortgage	221,596	166,197	166,197	0
Property Taxes	24,075	18,056	10,407	7,649 (D)
Replacement Reserve Contribution	16,932	12,699	12,699	0
Water	5,373	4,030	3,156	874
	604,792	453,594	436,542	17,052
Manageable Costs				
Caretaker	10,463	7,847	8,658	(811) (E)
Landscape Maintenance	3,270	2,453	2,453	(1)
Maintenance	19,370	14,528	15,863	(1,336)
Management Fee	24,236	18,177	18,177	0
	57,339	43,004	45,151	(2,147)
Total Expenditures	662,131	496,598	481,693	14,905
Total ILBC 2 Surplus/(Deficit)	0	0	7,762	7,762

Variance Notes:

(A) BCHMC Subsidy: (15,197) revenue shortfall due to 9 vacancies Jan-Sept, 2016. CRHC responsible for vacant unit @ cost 2,628 per month

(B) Contingency & Vacancy: 5,000 budget allows for 2 vacant units per year.

(C) Contracted Services: 9,922 under budget due to new hospitality contract with Beacon Services effective July 1st.

(D) Property Taxes: 7,649 under budget due to 2015 property assessment value appeal. Actual 2016 taxes 13,876 budget 24,075 difference 10,199

(E) Caretaker: (811) over budget due to new kitchen construction requiring additional hours.

CAPITAL REGION HOUSING CORPORATION
 CRHC NO OPERATING AGREEMENT
 YEAR-TO-DATE REVENUE AND EXPENDITURES
 JANUARY TO SEPTEMBER, 2016

VILLAGE ON THE GREEN

1 Building - 38 Mixed Income Family Housing
 Constructed 1984

	VOG	VOG	VOG	VOG
	Budget 2016	Budget Jan-Sept	Actual Jan-Sept	Variance Jan-Sept
Revenues				
Tenant Rent	392,689	294,517	299,478	4,961 (A)
Misc Revenue - laundry	760	570	285	(285)
Total Revenues	393,449	295,087	299,763	4,676
Expenditures				
Audit/Legal	939	704	704	0
Caretaker	31,038	23,279	21,799	1,480
Garbage	4,613	3,460	3,448	12
Electricity	1,373	1,030	1,179	(149)
Insurance	9,019	6,764	6,823	(59)
Landscape Maintenance	7,186	5,390	5,389	0
Maintenance	14,753	11,065	8,691	2,374
Management Fee	29,184	21,888	21,888	0
Mortgage	134,335	100,751	100,881	(130)
Property Taxes	49,361	37,021	34,877	2,144
Replacement Reserve Contribution	34,900	26,175	26,175	0
Water	18,489	13,867	5,778	8,089 (B)
Total Expenditures	335,190	251,393	237,633	13,760
Total Village on the Green Surplus/(Deficit)	58,259	43,694	62,131	18,436

Variance Notes:

(A) Tenant Rent: 4,961 additional rent due to only 2 vacancies Jan-Sept.

(B) Water: 8,089 under budget due to 2015 water leak that result in large credit carryover to 2016.

CAPITAL REGION HOUSING CORPORATION
 CRHC NO OPERATING AGREEMENT
 YEAR-TO-DATE REVENUE AND EXPENDITURES
 JANUARY TO SEPTEMBER, 2016

VERGO
 1 Building - 18 Affordable Family Housing
 Constructed 2012

	Vergo Budget 2016	Vergo Budget Jan-Sept	Vergo Actual Jan-Sept	Vergo Variance Jan-Sept
Revenues				
Tenant Rent	260,291	195,218	190,528	(4,690) (A)
Misc Revenue	0	0	0	0
Total Revenues	260,291	195,218	190,528	(4,690)
Expenditure				
Audit/Legal	445	334	334	0
Caretaker	8,520	6,390	6,419	(29)
Garbage	2,693	2,020	1,963	57
Electricity	703	527	332	195
Insurance	8,295	6,221	6,089	133
Landscape Maintenance	4,246	3,185	3,185	0
Maintenance	4,788	3,591	3,246	345
Management Fee	13,824	10,368	10,368	0
Mortgage	239,972	179,979	180,189	(210)
Property Taxes	28,833	21,625	21,605	20
Replacement Reserve Contribution	7,000	5,250	5,250	0
Water	4,436	3,327	2,884	443
Total Expenditures	323,755	242,816	241,863	954

Total Vergo Surplus/(Deficit) to be supplemented by
No Operating Agreement Portfolio Stabilization Reserve

	(63,464)	(47,598)	(51,335)	(3,736)
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Variance Notes:

(A) Tenant Rent: (4,690) revenue shortfall due to 5 vacancies Jan-Sept, 2016.

Capital Region Housing Corporation
Reserve Summary Schedule
January to September, 2016

Reserve Descriptions	
(1) Corporation Stabilization Reserve Account	At discretion of CRHC Board
(2) Admin Equipment Replacement Reserve Account	Approval of equipment replacement purchases based on CRHC Delegation Authority & Signing Authority Policy
(3) Vehicle Replacement Reserve Account	Approval of vehicle replacement purchases based on CRHC Delegation Authority & Signing Authority Policy
(4) Guestsuite Surplus Reserve Account (accum. operating surplus)	Approval of guestsuite related operating expenses based on CRHC Delegation Authority & Signing Authority Policy
(5) NOA Portfolio Stabilization Reserve (accum. operating surplus)	CRHC is responsible for managing Village Green and Vergo annual operating surplus/(deficits)
(6) UOA Portfolio Stabilization Reserve (accum. operating surplus)	BCHMC Agreement requires CRHC to be responsible for managing UOA's 42 buildings annual operating surplus/(deficits)
(7) ILBC2 Parry Stabilization Reserve (accum. operating deficit)	BCHMC Agreement requires CRHC to be responsible for managing Parry Place annual operating surplus/(deficits)
(8) Capital Replacement Reserve Fund for UOA, NOA, ILBC2	As defined by BC Housing and/or CRHC Board this reserve can only be used to fund capital expenditures

	(1) Unrestricted	(2) Internally Restricted	(3) Internally Restricted	(4) Internally Restricted	(5) Internally Restricted	(6) Externally Restricted	(7) Externally Restricted	(8) Externally Restricted	Combined
Beginning Balance January, 2016	1,046,687	65,905	82,679	27,200	79,125	1,076,272	14,443	6,921,009	9,313,320
Transactions as at September, 2016	0	1,875	0	0	0	0	0	751,389	753,264
Annual Transfer from Operating Budget prorated Sept/16	0	0	0	0	0	(300,000)	0	300,000	0
One-Time Transfer to Capital Reserve Approved Jan/16	0	0	0	0	0	0	0	0	0
One-Time Transfer - IT Project budget \$150,000 Approved Mar/16	(150,000)	0	0	0	0	0	0	0	(150,000)
One-Time Transfer - PLAH EOI max \$20,000 Approved Apr/16	(20,000)	0	0	0	0	0	0	0	(20,000)
Actual Expenditures (based on Approved Capital Plan)	0	(36,957)	0	0	0	0	0	(1,069,965)	(1,106,922)
Investment Income allocated at yearend based on cumulative investment earnings	0	0	0	0	0	0	0	0	0
Ending Balance at September, 2016	876,687	30,823	82,679	27,200	79,125	776,272	14,443	6,902,433	8,789,662

Note 1

Notes:

1) CRHC Reserves Cash and Investment Position at September 30, 2016

Cash (RBC Bank Account)	0
Van City GIC Maturing December 2016	668,812
MFA Bond Fund	8,026,415
MFA Money Market Fund	94,435
	<u>8,789,662</u>



**REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF OCTOBER 25, 2016**

SUBJECT Turnover and Vacancy Quarterly Report – Third Quarter

ISSUE

This report provides information on the activity and performance results in the areas of turnover, vacancy and move-ins for January 1 to September 30, 2016.

BACKGROUND

Table 1: Vacancy Rates

Year	Period	Number of units vacant	Number of days vacant	Average of days vacant	Vacancy rate
2016	January 1 to September 30	98	2,659	27.1	0.7%
2015	January 1 to September 30	101	7,718	76.4	2.1%

Table 2: Breakdown of Vacant Units by Type

Year	Period	Number of subsidized units vacated (913 units)	Number of non-subsidized vacated (373 units)	Total
2016	January 1 to September 30	69	29	98
2015	January 1 to September 30	65	36	101

Table 3: Number of Household Housed

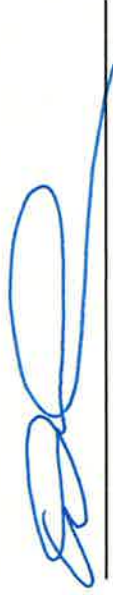
Year	Period	Number of households housed
2016	January 1 to September 30	112
2015	January 1 to September 30	134

CONCLUSION

Capital Region Housing Corporation's goal is to maintain a maximum average of no more than 30 days vacant. Currently the average is 27.1 days vacant.

RECOMMENDATION

That the Capital Region Housing Corporation Board of Directors receives the Third Quarter 2016 Turnover and Vacancy Report for information.



Christine Culham
Senior Manager
Capital Region Housing Corporation



Kevin Lorette, P.Eng., MBA
General Manager
Planning and Protective Services
Concurrence



**REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF OCTOBER 25, 2016**

SUBJECT **Property Management Report**
Updated since the last report of October 4, 2016

BCH REGIONAL REGISTRY WAITLIST STATISTICS

Category	October 2016	September 2016	October 2015
Total Registry Units	3,299	3,299	3,299
Applicants			
Family	563	550	442
Seniors	656	641	552
Persons with Disabilities	410	407	380
Wheelchair Modified	61	64	57
Singles	56	48	34
Total	1,746	1,710	1,465

BUILDING ENVELOPE REMEDIATION & RELATED CAPITAL IMPROVEMENTS

The Heathers Building Envelope Remediation
The landscape design request has been granted to Keith Grant Landscape Architect.

Exterior Paint

An exterior painting contract was awarded to Empress Painting for Tillicum Station, Brock and Colquitz Green. The work at all three sites is now complete.

Common Area Flooring

Rosewood common area flooring has been awarded to Hourigan's Flooring and work is to commence the week of December 5th.

STAFF TRAINING

IPad training sessions are underway in accordance with our IT Business Update. Training is being provided through the CRD's IT department.

EMERGENCY PLANNING

October 12 – 13 Storm Event

CRD Emergency Operations Center initiated a Level 1 Alert, calling for participation from all CRD

departments. CRHC staff participated in update conference calls each day throughout the Level 1 Alert. Fortunately the full force of the storms did not materialize in our region. No storm damage occurred at our housing communities. This event has proved to be good training and raised awareness of staff. Debriefing and lessons learned may serve us well in future events.

FINANCIAL REPORTING: AUGUST 2016 CHEQUES/EFTS OVER \$50,000

Vendor	Issued	Expenditure	Notes
None			



Don Metcalf
Operations Manager
Capital Region Housing Corporation