



The Board of Education of School District No. 61 (Greater Victoria)
Special Public Board Meeting
AGENDA
Via Zoom

Tuesday, November 14, 2023, 7:30 p.m.
Broadcasted via YouTube
<https://bit.ly/3czx8bA>

A. COMMENCEMENT OF MEETING

This meeting is being audio and video recorded. The video can be viewed on the District website.

A.1. Acknowledgement of Traditional Territories

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

A.2. Approval of the Agenda

Recommended Motion:

That the November 14, 2023 Special Public Board meeting agenda be approved.

B. 2024-2025 ANNUAL BUDGET

B.1. Budget Process

B.2. Budget Information

C. 1211 Gladstone – Statutory Right-of-Way for BC Hydro and TELUS

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) approve granting a Statutory Right-of-Way to BC Hydro and TELUS in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS and related works on the Caledonia Redevelopment property

beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786.

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of the Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01.

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01, being a bylaw to grant a Statutory Right-of-Way to BC Hydro and TELUS on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786 in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS and related works:

Read a first time this 14th day of November, 2023;

Read a second time this 14th day of November, 2023;

Read a third time, passed and adopted this 14th day of November, 2023;

and that the Secretary-Treasurer and the Board Chair be authorized to execute and seal this bylaw on behalf of the Board.

D. QUESTION PERIOD

E. PUBLIC DISCLOSURE OF IN-CAMERA ITEMS

F. ADJOURNMENT

Recommended Motion:

That the meeting be adjourned.

Office of the Secretary-Treasurer

Katrina Stride – Secretary-Treasurer

TO: Board of Education

FROM: Katrina Stride, Secretary-Treasurer

DATE: November 14, 2023

RE: **Budget Process**

2023-2024 Budget Process

In preparation for discussion on the 2024-2025 Budget Process, the following documents from last year have been provided for your review:

2023-2024 Values and Guiding Principles
2023-2024 Budget Process / Timeline
2023-2024 Budget Advisory Committee – Terms of Reference
2023-2024 Budget Advisory Committee – Report to the Board on March 14, 2023

2024-2025 Budget Process

The Board is seeking feedback from Rightsholders and education partners, including students, parents, staff, and the public, on the development of the 2024-2025 Budget Process.

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

VALUES/GUIDING PRINCIPLES

January 30, 2023 – BOARD APPROVED

Students

Students are at the centre of all we do in SD61. Students are our primary stakeholder and must have voice and agency in their learning. The budget will focus on provision of service for every student to succeed, recognizing that all learners are unique and have differing needs. Quantitative and qualitative data are both important.

Relationships

Partnerships and relationships are strengthened by demonstrating respect, recognition of expertise, recognition of diverse opinions and ability to have civil discourse. We assume good intentions on all sides and for all ideas. Trust will be built by having authentic and difficult conversations with transparency and building understanding over time. The budget will be communicated clearly and regularly throughout the process.

Indigenous

The budget will be culturally respectful and responsive to the needs of Indigenous peoples and will include the Four Houses and the Indigenous Education Department within the Budget process. Trustees, the Board and Staff will utilize the Indigenous Education Department's regularly scheduled meetings with the Songhees Nation, Esquimalt Nation, Urban Indigenous Peoples' House Advisory (UPHIA) and the Métis Nation of Greater Victoria as the conduits to share information, consult, seek input and direction. The Board and Staff will attend meetings with Songhees Nation, Esquimalt Nation, UPHIA, the Métis Nation of Greater Victoria and the Indigenous Education Department when invited and/or when any concerns and/or clarity is required.

Alignment

Budget decisions will align to the District's Strategic Plan's goals and strategies and the District Framework for Enhancing Student Learning. Priority will be given to Strategic Plan and Framework for Enhancing Student Learning initiatives and will make financial connections to complete the annual financial report. As a result, the organization recognizes constraint and the ability to do many things, but not all things.

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

Timelines

The Board will adhere to the Board approved budget process timelines in order for the organization to meet its system, staffing and collective agreement obligations to properly place human and financial resources in schools and provide stability in the organization. In the process, the learning community will be informed about the time constraints for the final budget approval. The Board will give third reading to the budget no later than April 6, 2023.

Collaboration

The budget will be an inclusive collaborative process where stakeholders and Rightsholders have the opportunity to understand the District budget, be made aware of positive and negative impacts of proposed budget options and to provide input on same, and where possible to co-create solutions. Participants should feel heard at the end of the budget process while also understanding that feedback and input are provided for the Board's consideration in its decision making. Quiet voices will require extra attention.

Sustainability and Ability to Withstand Change

To advance sustainability the Board will:

- commit to administrative and operational efficiencies, and appropriate management of risk including the provision of safe and healthy learning environments and sustainable environmental practices
- move toward matching revenues to expenses so the organization does not rely on surplus to balance on-going costs from year to year
- spend surplus on one-time initiatives and priorities, and not on-going expenses
- recognize that the needs of students change from year to year and so will the budget allocations
- protect reserves and contingency even when there is pressure to spend in times of constraint
- consider long term financial planning and three-year budget forecasts

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

One *Learning* Community



2023-2024 BUDGET PROCESS/TIMELINE - REVISED; BOARD APPROVED JANUARY 30, 2023

Date	Event Description	Meeting Type	Agenda Deadline	Reach	What can the learning community expect?
September 26	Approval of Proposed Budget Process	Regular Open	September 22	Public	
September 30	Media Release			Unlimited	
November 10	BAC Meeting #1	Committee	November 8	Internal	Agenda & Minutes
December 8	BAC Meeting #2	Committee	December 6		Agenda & Minutes
		Trustees Staff			
January 5	Talking Tables - Rightsholders & Stakeholders	Partner Representatives		60-70	Report
January 13	Student Symposium	Students		60-70	Report
January 19	BAC Meeting #3	Committee	January 17	Internal	Agenda & Minutes
February 9	BAC Meeting #4	Committee	February 7	Internal	Agenda & Minutes
February 23	BAC Meeting #5	Committee	February 21	Internal	Agenda & Minutes
March 2	BAC Meeting #6 - RECOMMENDATIONS	Committee	February 28	Internal	Agenda & Minutes
March 7	Public Meeting	Public Trustees Staff		100	Preliminary Budget
March 9	BAC Meeting #7 - if needed	Committee	March 7	Internal	Agenda & Minutes
March 14	Present BAC Recommendations to Public	Special Open Board	March 10	Public	Information
March 7-17	Public Feedback Period	Public			Input & Feedback
April 4	1st or 1st and 2nd Bylaw Reading	Special Open Board	March 31	Public	Information
April 6	3rd or 2nd and 3rd Bylaw Reading/ BUDGET PASSED	Special Open Board	April 4	Public	Information
May 4	BAC Meeting #8	Committee	May 2	Internal	Agenda & Minutes

Revisions from Board Approved Process/Timeline September 26, 2022:

- Revision 1 Talking Tables Event; moved from November 24 to January 5
- Revision 2 BAC Meeting #8; moved from April 20 to May 4

Budget Advisory Committee – Terms of Reference

January 30, 2023 - BOARD APPROVED

PURPOSE

The Budget Advisory Committee (the “Committee”) is a committee of the whole of the Board of Education. The purpose of the Budget Committee is to oversee the School District’s budget process, make recommendations and deliver reports to the Board of Education with a focus on provision of service for every student to succeed, recognizing that all learners are unique and have differing needs.

COMPOSITION & OPERATIONS

The Committee shall be composed of:

- All Trustees of the Board
- Superintendent
- Secretary-Treasurer
- Deputy Superintendent
- Associate Superintendent
- Associate Secretary-Treasurer
- Director of Finance
- Director of Facilities Services
- Director of Indigenous Education
- Director of Human Resource Services
- Director of Information Technology for Learning
- Director of International Education
- Two Principals/Vice-Principals
- Two representatives from each of the GVTA, CUPE Local 947, CUPE Local 382, Allied Specialists Association, and VCPAC
- One representative from each of the Songhees Nation, Esquimalt Nation, Urban Peoples’ House Indigenous Advisory (UPHIA) and the Métis Nation of Greater Victoria
- Student voice will be heard through the Student Symposium and the Representative Advisory Council of Students

All committee members shall commit to: ethical conduct, decorum, and professional conduct.

All committee members will promote and uphold cultural safety as set out the Board’s Values/Guiding principles where the budget will be culturally respectful and responsive to the needs of Indigenous peoples and will include the Four Houses and the Indigenous Education Department within the Budget process. Trustees, the Board and Staff will utilize the Indigenous Education Department’s regularly scheduled meetings with the Songhees Nation, Esquimalt Nation, Urban Peoples’ House Indigenous Advisory (UPHIA) and the Métis Nation of Greater Victoria as the conduits to share information, consult,

seek input and direction. The Board and Staff will attend meetings with Songhees Nation, Esquimalt Nation, UPHIA, the Métis Nation of Greater Victoria and the Indigenous Education Department when invited and/or when any concerns and/or clarity is required. The Committee's working definition of cultural safety as provided by SD61's Indigenous Education Department is attached as Appendix A.

Trustees will elect a Chair at the first meeting of the Committee and select a note taker at each meeting.

The Committee quorum will consist of the Committee Chair or designate plus four Trustees, the Secretary-Treasurer or designate, and one member from any two of the partner groups.

The Committee is advisory in nature and reports to the Board.

The Committee does not make decisions. The Committee will strive to make recommendations by consensus; failing consensus, committee discussions, with opposing views, will be communicated to the Board.

Agendas and minutes will be posted on the District website.

The Committee will meet monthly between November and April each year.

Confidential matters, such as property, personnel, litigation, will not be discussed by the Committee.

DUTIES & RESPONSIBILITIES

Make recommendations for Board approval and/or deliver reports relative to the annual operating, special purpose and capital budgets no later than March 2, 2023.

Make recommendations that have clear linkages to:

1. the District's Strategic Plan's goals and strategies and the District Framework for Enhancing Student Learning for inclusion in the Financial Statement Discussion & Analysis Report; and
2. the Board's Values and Guiding Principles set out in the fiscal year's budget process
3. sustainability:
 - commit to administrative and operational efficiencies, and appropriate management of risk including the provision of safe and healthy learning environments and sustainable environmental practices
 - move toward matching revenues to expenses so the organization does not rely on surplus to balance on-going costs from year to year
 - spend surplus on one-time initiatives and priorities, and not on-going expenses
 - recognize that the needs of students change from year to year and so will the budget allocations
 - protect reserves and contingency even when there is pressure to spend in times of constraint
 - consider long term financial planning and three-year budget forecasts

Oversee the annual budget process.

Receive budget input from education partners and the public.

Make recommendations for Board approval relative to improvements to annual budgeting process.

ACCOUNTABILITY

Meetings will not be open to the public. The Committee shall report its discussions to the Board by maintaining minutes of its meetings.

All approved minutes will be posted to the District's website in a timely manner.

Office of the Secretary-Treasurer

Katrina Stride – Secretary-Treasurer

TO: Board of Education

FROM: Budget Advisory Committee

DATE: March 14, 2023

RE: 2023-2024 Annual Budget Recommendations

What is the Budget Advisory Committee?

Purpose

The Budget Advisory Committee (the “Committee”) is a committee of the whole of the Board of Education. The purpose of the Budget Committee is to oversee the School District’s budget process, make recommendations and deliver reports to the Board with a focus on provision of service for every student to succeed, recognizing that all learners are unique and have differing needs.

Duties and Responsibilities

The duties and responsibilities of the Committee include:

- Make recommendations for Board approval and/or deliver reports relative to the annual operating, special purpose and capital budgets no later than March 2, 2023.
- Make recommendations that have clear linkages to:
 - the District’s Strategic Plan’s goals and strategies and the District Framework for Enhancing Student Learning for inclusion in the Financial Statement Discussion & Analysis Report; and
 - the Board’s Values and Guiding Principles set out in the fiscal year’s budget process
 - sustainability:
 - commit to administrative and operational efficiencies, and appropriate management of risk including the provision of safe and healthy learning environments and sustainable environmental practices
 - move toward matching revenues to expenses so the organization does not rely on surplus to balance on-going costs from year to year
 - spend surplus on one-time initiatives and priorities, and not on-going expenses
 - recognize that the needs of students change from year to year and so will the budget allocations
 - protect reserves and contingency even when there is pressure to spend in times of constraint
 - consider long term financial planning and three-year budget forecasts
- Oversee the annual budget process
- Receive budget input from education partners and the public
- Make recommendations for Board approval relative to improvements to annual budgeting process

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

Composition

Committee membership includes:

- All Trustees of the Board
- Superintendent
- Secretary-Treasurer
- Deputy Superintendent
- Associate Superintendent
- Associate Secretary-Treasurer
- Director of Finance
- Director of Facilities Services
- Director of Indigenous Education
- Director of Human Resource Services
- Director of Information Technology for Learning
- Director of International Education
- Two Principals/Vice-Principals
- Two representatives from each of the GVTA, CUPE Local 947, CUPE Local 382, Allied Specialists Association, and VCPAC
- One representative from each of the Songhees Nation, Esquimalt Nation, Urban Peoples' House Indigenous Advisory (UPHIA) and the Métis Nation of Greater Victoria
- Student voice will be heard through the Student Symposium and the Representative Advisory Council of Students

Committee Chair

Trustee Derek Gagnon is the Budget Advisory Committee Chair.

Meetings

The Committee met 7 times between November 10, 2022 and March 9, 2023. There is also a budget process debrief meeting scheduled for May 4, 2023. Meetings alternated between in-person and online via Zoom. The meeting format varied depending on agenda items and topics of discussion, and sometimes included small group discussions or breakout rooms.

Events

The Committee participated in 3 events; Talking Tables, Student Symposium, and Public Meeting. Event reports were shared with the Board at its Regular Board meetings and are located [here](#) on the School District website.

Accountability

The Committee does not make decisions. The Committee makes recommendations by consensus and, failing consensus, communicates committee discussions to the Board, including opposing views. The Committee reports its discussions to the Board through its meeting minutes.

Meeting Agendas, Presentations and Minutes

Committee meeting agendas, presentations, and minutes are posted to the School District website. They can be located [here](#).

Budget Advisory Committee Discussions

Department Profiles

To build a better understanding of the departments within the School District, department profiles were completed by each department and included in the agenda packages of the following Committee meetings:

- January 19, 2023:
 - Indigenous Education
 - District Team
- February 9, 2023:
 - Facilities Services
 - Communications and Community Engagement
 - International Education
- February 23, 2023:
 - Information Technology for Learning
 - Human Resource Services
 - Financial Services

Department profiles included the following sections:

- Department (description of primary work)
- Staff names, positions, FTE and affiliation
- Student FTE as per 1701
- Budget
- Student / Family support (description of work for students and family)
- School support (description of work for staff, P/VP, etc.)
- District support (cross-department, FESL, Ed Policy, Admin meetings, etc.)
- Community and interagency partnerships
- Ministry of Education and Child Care directives
- Alignment with District Strategic Plan
- Data

Departments made brief presentations to the Committee and answered questions of clarification.

Department profiles are included in the meeting agenda packages located [here](#).

Meeting Topics (Budget Information and Committee-Identified Topics)

Meeting 1 – November 10, 2022

- Review of Values and Guiding Principles
- Review of the Committee's Terms of Reference
- Importance of meeting the April 6, 2023 deadline for budget approval
- Overview of budget development process
- Budget orientation including the following highlights:
 - Fund accounting
 - Budget cycle
 - Operating expenses; breakdown by function and object; comparison to Provincial average
 - Special Purpose Funds
 - Capital
 - Surplus; projection versus actual; breakdown by category; history
 - Reserves
 - Ministry Policy
 - Financial Statement Discussion and Analysis Report

- Committee-identified topics:
 - Music
 - Custodial Services
 - Mental Health
 - Indigenous Learners
 - Funding for Indigenous students and allocations to schools
 - Student participation on Committee

Meeting 2 – December 8, 2022

- Continued review of Values and Guiding Principles
- Continued review of the Committee's Terms of Reference
- Budget Change Report – June 2022
- Status Quo Budget – What does it mean?
- Enrolment and Operating Grant Overview
- Structural Deficit
- Surplus Philosophy and Strategy
- Workplan

Meeting 3 – January 19, 2023

- Finalized review of Values and Guiding Principles
- Finalized review of the Committee's Terms of Reference
- Monthly Financial Report – June 2022
- Talking Tables Event January 5, 2023 Report
- Committee-identified topics:
 - Indigenous Education
 - Mental Health and Wellness
- Workplan
- Revised Budget Process/Timeline

Meeting 4 – February 9, 2023

- Committee-identified topics:
 - Student Participation:
 - Representative Advisory Council of Students Meeting January 9, 2023 Report
 - Student Symposium January 13, 2023 Report
 - Music
- Consensus – What is it?
- Workplan

Meeting 5 – February 23, 2023

- Committee-identified topics:
 - Custodial Services Options
- 2022-2023 Operating Surplus Estimate
- 2023-2024 Structural Deficit Estimate
- Operating Capital Reserves
- Building Consensus:
 - Custodial Services Options
- Workplan

Meeting 6 – March 2, 2023

- Committee-identified topics:
 - Music Options
 - Elementary Strings
 - Middle School Music
- Committee Budget Priorities and Savings

- Building Consensus:
 - Operating Surplus and Operating Reserve
 - Operating Capital Reserves
 - Music Options
 - Elementary Strings
 - Middle School Music
- Workplan

Meeting 7 – March 9, 2023

- Public Meeting March 7, 2023 Feedback
- Revisit Committee Budget Priorities and Savings
- District Staff Budget Priorities and Savings
- Reaching Consensus:
 - 2022-2023 Unrestricted Operating Surplus
 - Unrestricted Operating Surplus - Contingency
 - Elementary Strings
 - Middle School Music
 - Student Devices
 - Educator Laptops
 - Year 3 of 5-Year Network Infrastructure
 - EA Top-up Priority Schools
 - Custodial Services
 - Mental Health

Meeting agendas, presentations and minutes can be located [here](#).

Rightsholders and Stakeholder Feedback

In addition to participation on the Committee, feedback from Rightsholders and Stakeholders was received through two events:

- **Talking Tables Event January 5, 2023**
 - The Talking Tables Event was an evening event attended by 65 people made up of Trustees, Rightsholders, parents, teachers, CUPE 382, CUPE 947, Exempt staff, and Principals and Vice Principals
 - Attendees were assigned seating to ensure diverse perspectives
 - The event included a presentation to provide the current context for the 2023-2024 Budget
 - There were three topics of discussion:
 - Cultural Responsive Learning Environments
 - Student Learning: Goals 1, 2 & 3
 - Infrastructure
 - Notetakers at each table captured highlights of the discussions
- **Public Meeting March 7, 2023**
 - The Public Meeting was an evening event attended by 63 people made up of members of the public, parents, community partners, Trustees, teachers, CUPE 947, Principals and Vice Principals, and Exempt staff
 - Attendees selected their own seating
 - The meeting included a presentation on the Strategic Plan, Framework for Enhancing Learning (FESL), and the current context for the 2023-2024 Budget
 - Following the presentation, participants gathered at tables and answered questions on the following topics:
 - Student Learning: Goals 1, 2 & 3
 - Operating Surplus – Contingency
 - Elementary Strings

- Middle School Music
- Technology for Learning
- Educational Assistants
- Custodial Services
- Mental Health and Wellbeing
- Notetakers at each table captured highlights of the discussions
- Before leaving, participants were asked to note on comment cards the 2-3 most important areas the Board should prioritize in the budget

Detailed reports from both events can be located [here](#).

Student Feedback

The Committee received feedback from students through two events:

- **Representative Advisory Council of Students Meeting January 9, 2023**
 - The Representative Advisory Council of Students meeting was an evening meeting attended by students in Grade 12 and members of the Senior Leadership Team
 - There were three topics of discussion:
 - In your experience as a student, are there areas related to your learning at school that you believe should have received specific resources?
 - Building or Infrastructure
 - Are there any other areas related to the budget you would like the Board to consider?
 - Notes captured the highlights of the discussion
- **Student Symposium January 13, 2023**
 - The Student Symposium was a full-day event, including lunch, attended by 66 students in Grades 8-12 from all Middle and Secondary Schools plus 24 adults made up of Trustees, School Administrators, School Staff, and Board Office Staff
 - The morning was spent on presentations and discussion on the following topics:
 - Climate Action
 - Technology
 - Cultural Responsiveness
 - Mental Health and Wellbeing
 - Following each topic, individual comments from students were captured
 - The afternoon was spent gathered at tables working on a budget simulation
 - Before leaving, students were asked to note the “one thing” they wanted the Board and District Staff to hear

Detailed reports from both events can be found [here](#).

Consensus

As noted in the Terms of Reference, the Committee is advisory in nature and reports to the Board. The Committee does not make decisions; therefore, its goal is to make recommendations by consensus or, failing consensus, to communicate to the Board its discussions, including opposing views.

At the Committee meeting held on March 9, 2023, the Committee used Slido to respond to poll questions on topics that had been discussed in Committee meetings and events to see how close the Committee was to reaching consensus.

The poll questions and results are noted below.



Q1: If there is an unrestricted operating surplus available at the end of 2022-2023, would you support the surplus being used to offset the budget deficit in 2023-2024?

Multiple Choice Poll 22 votes

Use all of it - 13 votes



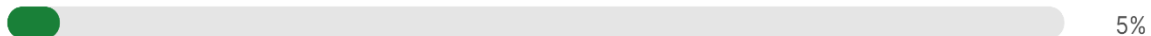
59%

Use some of it - 8 votes



36%

Don't use it - 1 vote



5%

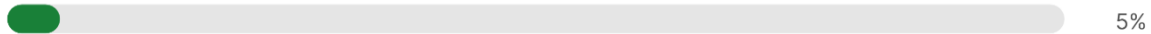
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Q2: How would you plan to use the unrestricted operating surplus – contingency of \$1.2M currently held by the District?

Multiple Choice Poll 22 votes

Don't use it - increase - 1 vote



5%

Don't use it - maintain - 7 votes



32%

Use some of it - 7 votes



32%

Use all of it - 7 votes



32%

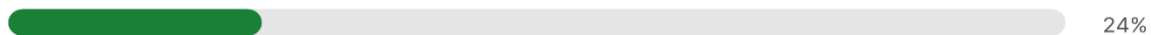
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Q3: What option would you choose for Elementary Strings?

Multiple Choice Poll 21 votes

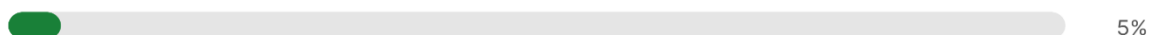
28 Elementary Schools (\$258K increase) - 5 votes



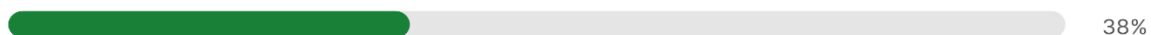
Hub Model - 5 sites (\$92K increase) - 4 votes



Hub Model - 10 sites (\$183K increase) - 1 vote



Strings in prep (\$0 impact) - 8 votes



No strings at Elementary (\$0 impact) - 3 votes



slido



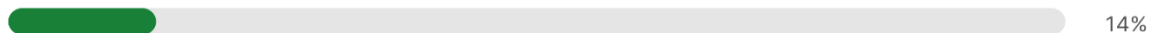
Q4: What option would you choose for Middle School Music?

Multiple Choice Poll ☒ 21 votes

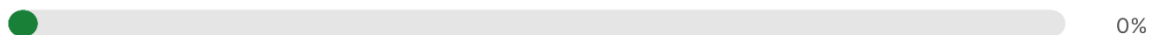
Maintain current FTE 8.822 (\$0 impact) - 8 votes



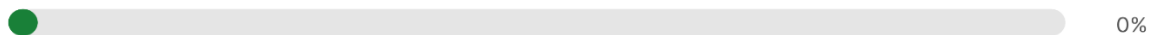
Reduce by 20% to 7.058 FTE (\$226K decrease) - 3 votes



School Population Base FTE: 7.000 FTE (\$234K decrease) - 0 votes



Base FTE + Participation Rate FTE: 10.000 (\$151K increase) - 0 votes



Band as Exploratory/Elective (\$860K decrease) - 10 votes



slido



Q5: What option would you choose for Student Devices?

Multiple Choice Poll ☒ 21 votes

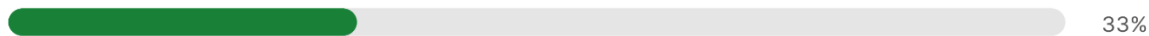
Maintain current 2:1 ratio (\$750K increase) - 0 votes



Reduce ratio to 3:1 (\$400K increase) - 14 votes



Defer all costs and risks to next year (\$0 impact) - 7 votes



slido

**Q6: What option would you choose for Educator Laptops?**

Multiple Choice Poll 21 votes

Fully fund (\$1M increase) - 2 votes



Partially fund (\$700K increase) - 19 votes



slido

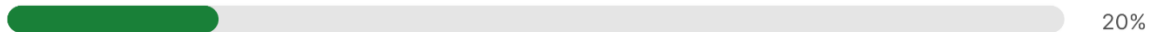
**Q7: What option would you choose for Year 3 of the 5-Year Network Infrastructure Plan?**

Multiple Choice Poll 20 votes

Fully fund (\$618K increase) - 16 votes



Do not fund (\$0 impact) - 4 votes



slido

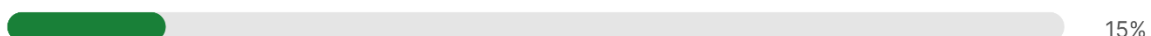
**Q8: Would you support spending \$164K to top-up EAs to 30-hours per week at another 5 priority schools?**

Multiple Choice Poll 20 votes

Yes (\$164K increase) - 17 votes



No (\$0 impact) - 3 votes



slido



Q9: What option would you choose for Custodial Services?

Multiple Choice Poll 21 votes

Revert with 6 am start (\$669K increase) - 2 votes



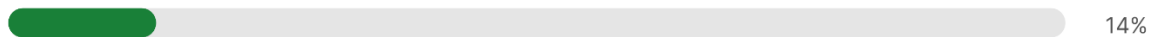
Revert with 5 am start (\$669K increase) - 8 votes



+3 FTE afternoon (\$208K increase) - 6 votes



+5 FTE afternoon (\$347K increase) - 3 votes



+7 FTE afternoon (\$486K increase) - 1 vote



Maintain current level (\$0 impact) - 1 vote



slido



Q10: Would you support doubling the \$48K budget for mental health initiatives?

Multiple Choice Poll 20 votes

Yes (\$48K increase) - 17 votes



No (\$0 impact) - 3 votes



slido

Of the 10 poll questions asked, there were 6 results that showed a majority (more than 50%) of respondents selecting the same option. Those results include:

- 59% support using all of the unrestricted operating surplus from 22-23 to balance the 23-24 budget
- 67% support reducing the student device ratio down to 3:1 from 2:1 (\$400K budget addition)
- 90% support partially funding educator devices instead of fully funding them (\$700K budget addition)
- 80% support funding Year 3 of the 5-Year Network Infrastructure (Wi-Fi) Plan (\$618K budget addition)
- 85% support topping-up EA hours to 30-hours at another 5 priority schools (\$164K budget addition)
- 85% support doubling the \$48K budget for mental health initiatives (\$48K budget addition)

Recommendation

Given that the Committee did not reach consensus on any topics, it is recommended that the Board consider the results from the poll questions, along with the related discussions captured in Committee meeting minutes and the feedback provided in event reports, as it moves forward in making decisions for the 2023-2024 Annual Budget.

Office of the Secretary-Treasurer

Katrina Stride – Secretary-Treasurer

TO: Board of Education

FROM: Katrina Stride, Secretary-Treasurer

DATE: November 14, 2023

RE: **1211 Gladstone – Statutory Right-of-Way for BC Hydro and TELUS**

Background

A statutory right-of-way (SRW) is required for the land legally described as PID: 031-731-848, Lot A Sections 50 and 53 Spring Ridge Victoria City District Plan EPP88786, otherwise known as the Caledonia Redevelopment property beside Victoria High School. The SRW is in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS and related works.

Ministerial Orders, Policies and Regulations

Policy and Regulation 7110 Disposal of Real Property has been considered. The policy and regulation state that SRWs, also referred to as easements, are not subject to this policy and regulation.

Ministerial Order M193/08 Disposal of Land or Improvements Order does not apply to situations where there is a transfer of interest in a board property, such as SRWs and easements, which may be registered as a charge on title of the property. Ministerial approval is not required.

Process

The granting of an SRW or easement is a grant of an interest in land. The Board will need to pass and adopt a disposal (right-of-way) bylaw as the granting of the SRW is considered a disposal of land.

Recommended Motions

The following motions are recommended:

That the Board of Education of School District No. 61 (Greater Victoria) approve granting a Statutory Right-of-Way to BC Hydro and TELUS in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS and related works on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786.

The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of the Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01.

That the Board of Education of School District No. 61 (Greater Victoria) Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01, being a bylaw to grant a Statutory Right-of-Way to BC Hydro and TELUS on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786 in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS and related works:

Read a first time this 14th day of November, 2023;

Read a second time this 14th day of November, 2023;

Read a third time, passed and adopted this 14th day of November, 2023;

and that the Secretary-Treasurer and the Board Chair be authorized to execute and seal this bylaw on behalf of the Board.

Supporting Documents

Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) Bylaw 24-01
ST210004 Tripartite Blanket Standard Charge Terms
Form C Land Title Act Charge

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

**CALEDONIA ELECTRICAL DISTRIBUTION AND TELECOMMUNICATION TRANSMISSION
DISPOSAL (RIGHT-OF-WAY) OF REAL PROPERTY BYLAW 24-01**

WHEREAS Section 65(5) of the *School Act*, R.S.B.C. 1996, c. 412, provides that a board of education may exercise a power with respect to the acquisition or disposal of property owned or administered by the board of education only by bylaw;

AND WHEREAS:

- (a) The Board of Education of School District No. 61 (Greater Victoria) (the “**Board**”) owns the property with a civic address of 1211 Gladstone Avenue, British Columbia and legally described as PID: 031-731-848, Lot A Sections 50 and 53 Spring Ridge Victoria City District Plan EPP88786 (the “**Property**”).
- (b) British Columbia Hydro and Power Authority (“**BC Hydro**”) and Telus Communications Inc. (“**Telus**”) have asked the Board to grant to BC Hydro and Telus a statutory right of way (the “**Right of Way**”) in respect of civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by Telus and related works (collectively, the “**Works**”).

NOW THEREFORE be it resolved as a Bylaw that the Board grant the Right of Way; and

BE IT FURTHER resolved as a Bylaw that the Secretary-Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver all documents required to complete the granting of the Right-of-Way on such terms and conditions as the Secretary-Treasurer may consider advisable as witnessed by the signature of the Secretary-Treasurer.

This Bylaw may be cited as “School District No. 61 (Greater Victoria) Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01”.

Read a first time this 14th day of November, 2023

Read a second time this 14th day of November, 2023

Read a third and final time, passed and adopted this 14th day of November, 2023

Chair

Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original “School District No. 61 (Greater Victoria) Caledonia Electrical Distribution and Telecommunication Transmission Disposal (Right-of-Way) of Real Property Bylaw 24-01” adopted by the Board this 14th day of November, 2023.

Secretary-Treasurer

ST210004

STANDARD CHARGE TERMS

Filed By: British Columbia Hydro and Power Authority and TELUS Communications Inc.

BACKGROUND:

- A. Each of BC Hydro and TELUS wish to obtain from the Owner a statutory right of way for certain rights on, under, over and across the Land.
- B. The Owner has agreed to grant to each of BC Hydro and TELUS a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of each of BC Hydro and TELUS.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

1.1 In this Agreement:

“Agreement” means the General Instrument Part 1 and these Standard Charge Terms;

“Area of the Works” means that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works;

“BC Hydro” means British Columbia Hydro and Power Authority and all Persons authorized by BC Hydro for the purposes of this Agreement;

“Contaminants” means substances, wastes or other materials present in the soil, sediment, water or groundwater of the Land, which are prohibited, controlled or regulated under applicable environmental laws, and which are present in quantities or concentrations exceeding the risk based or numerical criteria, standards or conditions prescribed under any applicable environmental law, regulation or order of any authority having jurisdiction;

“Crops” means cultivated plants intended for sale or personal use, and ornamental trees and shrubs;

“General Instrument Part 1” means Part 1 of the General Instrument, as amended or replaced from time to time, pursuant to the *Land Title Act* of British Columbia;

“Land” means the land described in Item 2 of the General Instrument Part 1;

“Merchantable Timber” means trees that have attained sufficient size, quality and volume to make them suitable for harvesting and which are deemed to be commercially valuable at the time of cutting in the particular circumstances;

“Owner” means the Person named as the registered owner in fee simple on the indefeasible title to the Land;

“Person” means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department or ministry thereof;

“TELUS” means TELUS Communications Inc. and all Persons authorized by TELUS for the purposes of this Agreement;

“Underground Civil Works” means civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS, including all vaults and lids (including manholes, chambers and boxes), cabinets, transformer pads, ducts, conduits and any associated protective installations; and

“Works” means:

- (a) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s electrical distribution system; and
- (b) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, fibre optic cables, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.

- 1.2 This Agreement will be governed by, construed and enforced in accordance with the applicable laws in force in British Columbia and Canada.

- 1.3 Words in one gender include all genders, and words in the singular include the plural and *vice versa*. Statutory references include a reference to any amendments (including replacement legislation).
- 1.4 The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term or matter.

GRANT OF STATUTORY RIGHT OF WAY

- 2.1 The Owner grants separately to each of BC Hydro and TELUS, forever, the right and statutory right of way to:
- (a) excavate for, construct, install, replace, upgrade, operate, maintain, remove and repair the Works on, under, through, over and across the Land;
 - (b) clear the Area of the Works, and to keep it cleared (including pruning and removal) of any trees or growth;
 - (c) clear the Area of the Works and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro or TELUS, might:
 - (i) interfere with the exercise of its rights; or
 - (ii) create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (d) enter, work, pass and repass through, on and along the Area of the Works;
 - (e) have reasonable unobstructed access through, on and over the Land to and from the Area of the Works for all purposes relating to this Agreement;
 - (f) install lines for service connections, as required for transmitting and distributing electricity, and for telecommunication and data transmission purposes, on, under, through, over and across the Land outside the Area of the Works to buildings and structures on the Land or on immediately adjacent lands or public road;
 - (g) prune and remove trees or growth on the Land that, in the reasonable opinion of BC Hydro or TELUS, might create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (h) have exclusive use and occupation of the Underground Civil Works on the Land used or installed for use by BC Hydro or TELUS, respectively, whether the property of the Owner, BC Hydro or TELUS;
 - (i) conduct investigative studies and related work within the Area of the Works to ensure compliance with applicable legislative and regulatory requirements in relation to the purposes permitted in this Agreement; and

- (j) do all things necessary or incidental to the undertakings of BC Hydro or TELUS in connection with the above.

COVENANTS OF BC HYDRO AND TELUS

3.1 BC Hydro covenants with the Owner, to the extent that BC Hydro in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Area of the Works; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Area of the Works; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Area of the Works for which the Owner has received prior written permission from BC Hydro for the placement of such structures, improvements or Crops within the Area of the Works,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, TELUS or their respective contractors or those Persons for whom the Owner or TELUS are responsible at law, then within a reasonable period of time, BC Hydro will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

3.2 TELUS covenants with the Owner, to the extent that TELUS in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Area of the Works; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Area of the Works; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Area of the Works for which the Owner has received prior written permission from TELUS for the placement of such structures, improvements or Crops within the Area of the Works,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, BC Hydro or their respective contractors or those Persons for whom the Owner or BC Hydro are responsible at law, then within a reasonable period of time, TELUS will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

- 3.3 With respect to the exercise of BC Hydro's and TELUS's respective rights under this Agreement, BC Hydro and TELUS each covenant separately with the Owner to:
- (a) take reasonable steps not to interfere unduly with the drainage of the Land;
 - (b) comply with all applicable laws, including with respect to any Contaminants; and
 - (c) indemnify the Owner against all liability incurred by the Owner out of any claim made by any Person for injury or harm to any Person or property to the extent caused by the negligence or willful misconduct of BC Hydro or TELUS on the following conditions:
 - (i) the Owner will promptly provide written notice of the claim to BC Hydro or TELUS, as applicable;
 - (ii) BC Hydro and TELUS will not indemnify the Owner in respect of any claim for injury or harm to Persons or property to the extent caused by the Owner's breach of this Agreement or by the negligence or willful misconduct of the Owner, its contractors or those Persons for whom the Owner is responsible at law; and
 - (iii) BC Hydro and TELUS will not indemnify the Owner in respect of claims arising out of, or in connection with, the negligence or willful misconduct of the other.

COVENANTS AND AUTHORIZATIONS OF OWNER

- 4.1 The Owner covenants with each of BC Hydro and TELUS that, unless BC Hydro and TELUS both give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not do or knowingly permit to be done any act or thing which, in the reasonable opinion of BC Hydro or TELUS, might:
- (a) interfere with the exercise of any rights granted to BC Hydro or TELUS;
 - (b) impair the operating efficiency of any part of the Works;
 - (c) obstruct the access of BC Hydro or TELUS to any part of the Works;
 - (d) create or increase any danger to the Works or to Persons or property in relation to the Works; or
 - (e) impair the vertical or lateral support of the Area of the Works.
- 4.2 Without limiting the generality of section 4.1 the Owner covenants with each of BC Hydro and TELUS that, unless both BC Hydro and TELUS give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not:
- (a) diminish or increase the ground elevation in the Area of the Works by any method including, piling any material or creating any excavation, drain or ditch in the Area of the Works;

- (b) carry out blasting, pile driving or logging operations on or near any portion of the Area of the Works; or
- (c) make, place, erect, operate, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

MUTUAL COVENANTS

5.1 The Owner, BC Hydro and TELUS mutually covenant and agree among them that:

- (a) if either BC Hydro or TELUS elect to pay compensation pursuant to sections 3.1 or 3.2, respectively, and the Owner and whichever of BC Hydro or TELUS that made the election cannot agree on the amount of compensation to be paid, then the matter in dispute will be settled by arbitration by a single arbitrator under the *Arbitration Act* of British Columbia;
- (b) unless otherwise agreed by the parties, any Merchantable Timber on the Land which is owned by the Owner and cut by BC Hydro or TELUS in the exercise of its rights under this Agreement will remain the property of the Owner;
- (c) nothing in this Agreement will in any way abrogate from or affect any rights, powers (including any powers of expropriation), exemptions or privileges, which BC Hydro or TELUS may have under any private or public statute, law, by-law, order, regulation or tariff, or any agreement it has with the Owner, or any charge registered against title to the Land;
- (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies;
- (e) any waiver of an obligation under this Agreement must be in writing and only relates to the identified violation or breach without extending to any further or subsequent violation or breach, notwithstanding any rule of law or equity;
- (f) the Works installed will remain the property of BC Hydro and TELUS except to the extent specified in this Agreement;
- (g) if the Works are no longer required by BC Hydro, BC Hydro will, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by TELUS. The Underground Civil Works (to the extent that they are not already owned by the Owner or TELUS) will then become the property of the Owner. If all of BC Hydro's Works have either been removed from the Land or become the property of TELUS or the Owner pursuant to this section, upon the written request of the Owner, BC Hydro will discharge this Agreement from the title to the Land; and
- (h) if the Works are no longer required by TELUS, TELUS will, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by BC Hydro. The Underground Civil Works (to the extent that they are not already owned by the Owner or BC Hydro) will

then become the property of the Owner. If all of TELUS's Works have either been removed from the Land or become the property of BC Hydro or the Owner pursuant to this section, upon the written request of the Owner, TELUS will discharge this Agreement from the title to the Land.

GENERAL

- 6.1 The terms "Owner", "BC Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
- 6.2 If the Owner is more than one Person, every covenant and agreement by the Owner in this Agreement will be joint and several.
- 6.3 This Agreement will run with the Land and will run with each part into which the Land may at any time be subdivided and each parcel into which it may at any time be consolidated, and will bind all present and subsequent owners of the Land, including their respective heirs, executors, administrators, successors, and assigns.
- 6.4 If any provision of this Agreement or a portion thereof is determined by a court or arbitrator of competent jurisdiction to be:
- (a) illegal or unenforceable, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination; or
 - (b) enforceable but beyond the scope of section 218 of the *Land Title Act* of British Columbia or is enforceable but does not run with the Land, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination. The parties further agree that the severed provision or portion thereof will, to the extent possible under law, be enforceable as between them as a separate and stand-alone covenant, with such reference to this Agreement as may be necessary for proper interpretation and certainty, and will not fail for lack of separate consideration.
- 6.5 As this Agreement relates to the rights and responsibilities of TELUS, the provisions herein are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Act* R.S.C. 1985, c.C-22 and their successive legislation as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

END OF SET



1. Application

**Jairah Miguel; Agent for:
British Columbia Hydro and Power Authority
12th Floor, 333 Dunsmuir Street
Vancouver BC V6B 5R3
(604) 623 4208**

31 October 2023
File No. 500-1602.0(X4850)
WT: 1228300
TRI BUE w/ dwg 6m

2. Description of Land

PID/Plan Number	Legal Description
031-731-848	LOT A SECTIONS 50 AND 53 SPRING RIDGE VICTORIA CITY DISTRICT PLAN EPP88786

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		Transferee (BC Hydro)
STATUTORY RIGHT OF WAY		Transferee (TELUS)

4. Terms

Part 2 of this instrument consists of:

(a) Filed Standard Charge Terms D F Number: **ST210004**

Includes any additional or modified terms.

5. Transferor(s)

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

6. Transferee(s)

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
333 DUNSMUIR STREET
VANCOUVER BC V6B 5R3

TELUS COMMUNICATIONS INC.
#1 - 15079 - 64TH AVENUE
SURREY BC V3S 1X9

BC1101218

7. Additional or Modified Terms

SEE SCHEDULE



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER
VICTORIA)**

By their Authorized Signatory

Print Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

7. ADDITIONAL OR MODIFIED TERMS:

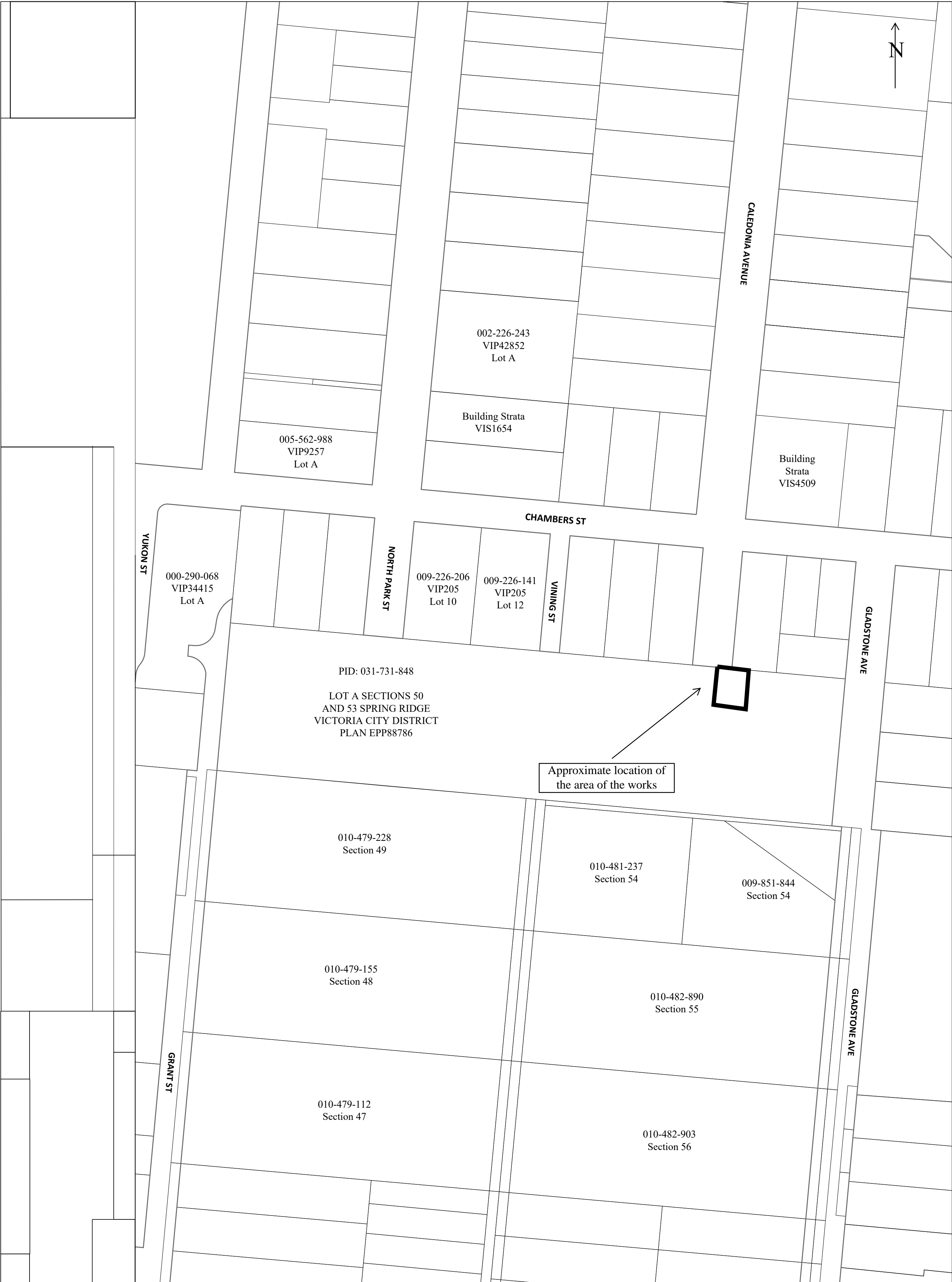
7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of “Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Works”** means:

- (a) above ground, pad-mounted or underground transformers (including associated pads), underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s distribution system; and
- (b) above ground, pad-mounted or underground transformers (including associated pads), fibre optic cables, underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.”

7.2 The Standard Charge Terms ST210004 are amended by adding the following section:

“3.4 Each of BC Hydro and TELUS covenant with the Owner that notwithstanding section 2.1(a) of this Agreement that neither BC Hydro nor TELUS will place Works, except for service connections pursuant to section 2.1(f), anywhere upon or within the Land other than within that portion of the Land as shown approximately in heavy black outline on Drawing No. 1228300 (a copy of which is attached hereto), unless permission has been provided by the Owner.”



CONSENT

TO: British Columbia Hydro and Power Authority (“**BC Hydro**”)

AND TO: TELUS Communications Inc. (“**TELUS**”)

AND TO: The Board of Education of School District No. 61 (Greater Victoria) (the “**Owner**”)

RECITALS:

- A. Capital Region Housing Corporation (the “**Chargeholder**”) holds a Lease registered against the title to the Land (as defined in the statutory rights of way agreements (collectively, the “**SRW Agreement**”), to which this Consent is attached) in the Land Title Office under number CB21216 (the “**Charge**”); and
- B. BC Hydro and TELUS have requested, and the Owner has agreed to grant to BC Hydro and TELUS the SRW Agreement, and BC Hydro, TELUS and the Owner have requested the consent of the Chargeholder, as holder of the Charge, for such granting of the SRW Agreement.

CONSENT:

Now therefore, for value received, the Chargeholder, as holder of the Charge, hereby provides and confirms its consent to:

- (a) the granting of the SRW Agreement by the Owner to BC Hydro and TELUS and the registration of the SRW Agreement in the Land Title Office against title to the Land; and
- (b) the respective works of BC Hydro and TELUS on the Land in accordance with the terms and conditions of the SRW Agreement.

CAPITAL REGION HOUSING CORPORATION

Per:

Print Name:

END OF DOCUMENT