



TRANSIT COMMITTEE

WEDNESDAY, DECEMBER 12, 2012 - 3:30 P.M.
CVRD BOARD ROOM, 175 INGRAM STREET

AGENDA

REVISED DECEMBER 5, 2012

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2. <u>ADOPTION OF MINUTES:</u>	
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DISTRIBUTION:

Transit Committee

Director Morrison, Chair
Director Kent, Vice-Chair
Director Duncan
Director Fraser
Director Giles
Director Iannidinardo

Director Lefebure
Director Lines
Director McGonigle
Director Walker
Director Weaver

CVRD

Rob Hutchins, CVRD Chair
Warren Jones, CAO
Jim Wakeham, Manager, Facility Management, Fleet and Transit
Mark Kueber, General Manager, Corporate Services
Brian Dennison, General Manager, Engineering and Environment
Rob Williams, Transit Analyst

Agenda Cover Only

Directors Dorey, Hartmann and Marcotte
Tom Anderson, Manager, Planning & Development

Transit Representatives (via e-mail)

Myrna Moore, Regional Transit Manager, BC Transit
Bob Allen, FirstCanada ULC
Colin Oakes, FirstCanada ULC
Georg Stratemeyer, Volunteer Cowichan
Mark Turner, Volunteer Cowichan
Carol Blatchford, Cowichan Lake Community Services

Minutes of the regular meeting of the Transit Committee held in the CVRD Boardroom, 175 Ingram Street, Duncan, on October 10, 2012 at 3:30 p.m.

PRESENT: Director Morrison, Chair
Directors Duncan <3:40 pm>, Fraser, Giles, Iannidinaro, Lines, Lefebure, McGonigle, Walker, Weaver

ABSENT: Director Kent

ALSO PRESENT: Warren Jones, CAO, CVRD <3:35 p.m.>
Jim Wakeham, Manager, Facilities, Fleet, & Transit, CVRD
Brian Dennison, GM, Engineering & Environment, CVRD
Rob Williams, Transit Analyst, CVRD
Myrna Moore, BC Transit
Joanne Bath, Recording Secretary

APPROVAL OF AGENDA

It was moved and seconded that the agenda be approved as presented.

MOTION CARRIED

ADOPTION OF MINUTES

M1

It was moved and seconded that the minutes of the August 1, 2012 regular Transit Committee meeting be adopted.

MOTION CARRIED

M2

It was moved and seconded that the minutes of the September 14, 2012 special Transit Committee meeting be adopted.

MOTION CARRIED

BUSINESS ARISING OUT OF MINUTES

BA1

A spreadsheet providing a 5-year history of Transit service tax requisition amounts was presented by staff.

FOR INFORMATION ONLY

CORRESPONDENCE

There was no correspondence.

REPORTS

R1

A staff report was considered regarding Free Transit Service Days for the Conventional Transit System.

It was moved and seconded that cash fares be reduced to zero on the Cowichan Valley Conventional and handyDART Regional Transit Systems on the following days:

1. Remembrance Day, November 11, 2012
2. Week before Remembrance Day (Monday Nov 5 to Saturday Nov 10) for Veterans and Armed Forces personnel only.
3. Ten days before Christmas: Friday, December 14, Saturday, December 15 and Sunday, December 16, 2012.

MOTION CARRIED

NEW BUSINESS

There was no new business.

**RESOLVE INTO
CLOSED SESSION
3:35 p.m.**

It was moved and seconded that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, Section 90 {{(1) (k)}}.

MOTION CARRIED

**RISE FROM
CLOSED SESSION
4:45 p.m.**

It was moved and seconded that the Committee rise with report on item SSR2.

MOTION CARRIED

SSR2

It was moved and seconded that it be recommended to the CVRD Board that staff be directed to prepare an amendment to Section 6 of CVRD Bylaw No. 1450 – Transit Establishment Bylaw, 1993 to change the allocation of the annual costs for providing transit service among the participating areas, commencing in 2013, from the current % amounts to an amount based on the Regional District of Nanaimo's formula with participating partners grouped in geographical zones - 40% population, 46% revenue hours and 14% kilometers, and further that the bylaw be forwarded to the CVRD Board for three readings and adoption.

MOTION CARRIED

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

MOTION CARRIED

The meeting adjourned at 4:47 p.m.

Chair

Recording Secretary

Dated: _____

2012 breakdown of population and estimated transit service hours and KM's per funding partner for conventional service only.

Transit Partner	1		2		3	
	Pop	% of Total Pop	Total Annual Service Hrs	% of Annual Service	Total Annual Km's Travelled	% of Total Annual Km's Travelled
North Cowichan	28,807	45%	9,250	30%	147,206	30%
City of Duncan	4,932	8%	5,113	16%	51,676	10%
Town of Lake Cowichan	2,974	5%	1,791	6%	19,375	4%
Area A	4,393	7%	2,073	7%	19,582	4%
Area B	8,127	13%	1,743	6%	36,343	7%
Area C	4,796	8%	2,079	7%	35,218	7%
Area D	2,971	5%	2,273	7%	37,022	8%
Area E	3,854	6%	1,557	5%	24,557	5%
Area F	1,649	3%	3,676	12%	92,614	19%
Area I	1,111	2%	1,579	5%	28,896	6%
Total	63,614	100%	31,134	100%	492,488	100%

Note, the above figures are based on total trip hours and km's travelled within each jurisdiction derived by estimating time and distance between timing points and using Google Maps. Contingency service hours and deadhead figures are not included in these numbers. However, it is understood that the total deadhead figures are quite low and that the service and KM estimates are within a very close range of the actual total BC Transit A.O.A figures and therefore the estimates are considered representative.

Notes:

- 1) Population = Statistics Canada 2011 Census
- 2) Total Annual Service Hrs = total outbound & inbound estimated trip hours annually
- 3) Total Km's = total outbound & inbound estimated km's travelled annually



C.V.R.D
RECEIVED
NOV - 1 2012.

C1

CITY OF DUNCAN

C.V.R.D
RECEIVED
NOV 08 2012

Engineering &
Environmental Services

October 26, 2012

B.C. Passenger Transportation Board
Box 9850 Stn Prov Govt
Victoria, BC V8W 9T5

Dear Sir / Madam:

**RE: Greyhound Canada Transportation ULC
#305-12 / Route T – Proposed Change in Route Frequency**

Please be advised that City Council has concerns with the proposed reductions in the Greyhound Canada services between Victoria and Nanaimo.

Greyhound not only provides an eco-friendly method of transportation for the citizens of Duncan, but it also provides an essential service to those with no alternate form of transportation.

City Council respectfully requests an explanation for the proposed cutbacks as it is unclear in the information provided.

We look forward to an early reply. Thank you.

Sincerely,

Lynn Ketch
Director of Corporate Services

cc: Cowichan Valley Regional District
Municipality of North Cowichan
Town of Ladysmith
Town of Lake Cowichan

Original: <i>J. Wakeham</i>	Copies to:
Board:	
Committee(s):	
Prepared By: <i>[Signature]</i>	Date: <i>NOV. 7/12</i>
File #	



November 6, 2012

Warren Jones
Chief Administrative Officer
Cowichan Valley Regional District
175 Ingram Street
Duncan, BC V9L 1N8

Dear Warren:

We are pleased to enclose the 2011-2012 Annual Performance Summary (APS) of your transit system. The APS is our commitment to provide you with better annual performance reporting.

This annual report provides you with a simple and straightforward document that outlines performance and notable activities that occurred within your system during the April 1 to March 31 operating period.

Our goal is to have the APS to you and your elected officials in July of each year and if requested to follow up with an annual presentation to your local elected officials.

The attached document reports the performance of your transit system and provides data which will become the basis for future comparison. It includes:

- key activities
- revenue and ridership performance
- financial performance
- operational performance, and
- this year we have also added farebox information on route utilization

Over time, these APS's will provide a quick reference library from which to develop trend analysis, performance comparison year to year as well as to provide a benchmark for financial efficiency and ridership. We also trust that these reports will help you with your internal reporting requirements.

BC Transit is committed to working with you to improve the transit service quality, efficiency and ridership. In conjunction with the multi-year budget forecasts, BC Transit is striving to keep you better informed so that together we can continuously improve the service we deliver.

Please feel free to contact me or Peter Rantucci Director of Regional Transit Systems, should you have any questions, suggestions or concerns.

Sincerely,

A handwritten signature in black ink that reads "M. Moore".

Myrna Moore
Senior Regional Transit Manager

cc: local transit contact

Cowichan Valley

Transit System

Annual Performance Summary 2011/12

KEY EVENTS

Key events in your transit system this past year included

- March 2012 – The Cowichan Valley Transit Future Plan, with a 25-year vision, was completed and later endorsed by the Cowichan Valley Regional District (CVRD) Board
- February 2012 – Cowichan Valley transit service expansion was implemented, including an additional 2,500 annual service hours which focused on adding a.m. trips to existing routes (Crofton/Chemainus, Maple Bay, South Cowichan connector, Cowichan Lake) and realignment of trips for Shawnigan Lake and Mill Bay, in order to build a more consistent schedule for transit riders
- February 2012, schedule changes were made to the Cowichan Valley Commuter service which resulted from two customer surveys and a public meeting. These service changes focused on minor schedule revisions to the a.m. trips leaving Cowichan Valley to Victoria and p.m. trips from Victoria to Cowichan Valley, in order to help distribute the passenger loads.
- December 2011, the CVRD sponsored a free 3-day shopper's special service to all riders and also a special service for the United Way's "Run for the Claus".
- November 2011, for the week including Remembrance Day, the CVRD sponsored free transit service to veterans and members of the Canadian Forces in honour of Remembrance Day
- May 2011, Cowichan Valley transit service expansion was implemented, including an additional 2,000 annual service hours which focused on (1) improving the Youbou/Honeymoon Bay schedule and connections to Duncan, (2) introduction of a new route to Eagle Heights and (3) increasing safety needs by rerouting bus stops off of the Trans Canada Highway.

1. Performance Overview

CONVENTIONAL TRANSIT

- **Revenue and Ridership Performance**
 - ◊ Revenue increased by 16.2% compared to the previous year
 - ◊ Ridership increased by 13.8%
- **Financial Performance**
 - ◊ Total operating costs per hour increased 6.3% over last year
 - ◊ Actual total costs were 4.8% below the budgeted costs with the main savings being realized in fleet maintenance
- **Operational Performance**
 - ◊ Service utilization – rides per hour – increased by 7.7% over previous year
 - ◊ Service reliability goal 99% – actual scheduled service delivered – 100%
 - ◊ Service productivity – ratio of total revenue hours to driver paid hours – 94% (i.e. 6% non-productive time due to deadhead, pre/post trip inspections), the Canadian Urban Transit Association (CUTA) national average is 70%

CUSTOM TRANSIT

- **Revenue and Ridership Performance**
 - ◊ Revenue decreased by 6.5% based on actual revenue reported
 - ◊ Ridership (based on actual ride counts) decreased by 5.3% - see Operational Performance below
- **Financial Performance**
 - ◊ Total operating cost per hour increased 5.4% over last year
 - ◊ Actual total costs were 5.3% below the budgeted costs
- **Operational Performance**
 - ◊ Service utilization – rides per hour – decreased by 13.7% primarily due to significant Volunteer Cowichan staff turnover of drivers and office staff at the end of 2010 resulted in lack of familiarity with client locations and destinations. At the same time, a new tracking and dispatching software was introduced along with the implementation of a change in route planning procedure and improved driver training program requiring drivers to spend more time assisting customers due to safety factor. Ridership and efficiency began to improve in early 2012 once staff became more familiar with new processes.

COWICHAN VALLEY COMMUTER

- **Revenue and Ridership Performance**
 - ◊ Revenue increased by 18% compared to previous year
 - ◊ Ridership increased by 28.5%
- **Financial Performance**
 - ◊ Total operating cost per hour increased 7.5% over last year
 - ◊ Actual total costs were 1.9% above the budgeted costs primarily due to increased variable hourly and fuel costs resulting from the View Royal construction delays
- **Operational Performance**
 - ◊ Service utilization – rides per hour – increased by 27.6%

YOUBOU

- **Revenue and Ridership Performance**
 - ◊ Revenue increased by 49.8% compared to previous year
 - ◊ Ridership increased by 41.2% primarily due to improved Youbou/Honeymoon Bay schedule and connections to Duncan implemented in May, 2011
- **Financial Performance**
 - ◊ Total operating cost per hour increased 9.7% over last year
 - ◊ Actual total costs were 8.5% below the budgeted costs with the main savings being realized in fleet maintenance
- **Operational Performance**
 - ◊ Service utilization – rides per hour – increased by 12.7%
 - ◊ Service reliability goal 99% – actual scheduled service delivered. 2 hours of missed service occurred in March 2012 due to equipment mechanical issues occurring while a spare vehicle was unavailable at the time.

2. Revenue Hours

Total hours of service delivered:

Conventional	2011/12	2010/11	% Change
Revenue Hours	24,541	23,336	5.2%
Custom	2011/12	2010/11	% Change
Revenue Hours	5,747	5,235	9.8%
Cowichan Valley Commuter	2011/12	2010/11	% Change
Revenue Hours	4,702	4,669	0.7%
Youbou	2011/12	2010/11	% Change
Revenue Hours	3,436	2,743	25.3%

* Service expansion hours are prorated for the balance of the BC Transit fiscal year

3. Revenue and Ridership Performance

Revenue and calculated ridership:

Conventional	2011/12	2010/11	Change*	% Change
Revenue	\$478,265	\$411,429	\$66,836	16.2%
Revenue Passengers	362,390	318,506	43,884	13.8%
Average Fare	\$1.32	\$1.29	\$0.03	2.2%
Custom	2011/12	2010/11	Change*	% Change
Revenue	\$25,110	\$26,860	-\$1,749	-6.5%
Passengers	11,651	12,299	-648	-5.3%
Cowichan Valley Commuter	2011/12	2010/11	Change*	% Change
Revenue	\$423,108	\$358,443	\$64,665	18.0%
Revenue Passengers	79,807	62,119	17,688	28.5%
Average Fare	\$5.30	\$5.77	-\$0.47	-8.1%
Youbou	2011/12	2010/11	Change*	% Change
Revenue	\$13,981	\$9,334	\$4,647	49.8%
Revenue Passengers	7,614	5,393	2,221	41.2%
Average Fare	\$1.84	\$1.73	\$0.11	6.1%

*Calculations are based on rounded numbers which may be reflected in differences in the change columns.

4. Financial Performance

a) **Budget to Actual:** 2011/12 actual total revenues and total costs in comparison to 2011/12 Annual Operating Agreement budgeted amounts.

Conventional	2011/12 Budget	2011/12 Actual	\$ Variance*	% Variance
Total Revenue	\$425,698	\$478,265	\$52,567	12.3%
Total Costs*	\$2,839,246	\$2,703,502	-\$135,744	-4.8%
Custom	2011/12 Budget	2011/12 Actual	\$ Variance*	% Variance
Total Revenue	\$28,018	\$25,110	-\$2,907	-10.4%
Total Costs*	\$527,599	\$499,429	-\$28,170	-5.3%

a) Budget to Actual continued:

Cowichan Valley Commuter	2011/12 Budget	2011/12 Actual	\$ Variance*	% Variance
Total Revenue	\$394,200	\$423,108	\$28,908	7.3%
Total Costs*	\$918,107	\$935,487	\$17,380	1.9%

Youbou	2011/12 Budget	2011/12 Actual	\$ Variance*	% Variance
Total Revenue	\$10,921	\$13,981	\$3,060	28.0%
Total Costs*	\$309,462	\$283,055	-\$26,407	-8.5%

*Total Cost in this APS has been adjusted to include both provincial and municipal contributions for lease fees.

b) Cost Efficiency: Total operating costs and total costs for 2011/12 in comparison to 2010/11.

Conventional	2011/12	2010/11	\$ Change*	% Change
Operating Cost per Hour	\$87.25	\$82.04	\$5.21	6.3%
Operating Cost per Ride	\$5.91	\$5.98	-\$0.07	-1.2%
Total Cost per Ride*	\$7.46	\$7.51	-\$0.05	-0.7%
Custom	2011/12	2010/11	\$ Change*	% Change
Operating Cost per Hour	\$65.00	\$61.68	\$3.32	5.4%
Operating Cost per Ride	\$32.06	\$26.25	\$5.81	22.1%
Total Cost per Ride*	\$42.87	\$34.49	\$8.38	24.3%
Cowichan Valley Commuter	2011/12	2010/11	\$ Change*	% Change
Operating Cost per Hour	\$197.86	\$184.13	\$13.73	7.5%
Operating Cost per Ride	\$11.66	\$13.84	-\$2.18	-15.8%
Total Cost per Ride*	\$11.72	\$13.85	-\$2.13	-15.4%
Youbou	2011/12	2010/11	\$ Change*	% Change
Operating Cost per Hour	\$59.85	\$54.58	\$5.27	9.7%
Operating Cost per Ride	\$27.01	\$27.76	-\$0.75	-2.7%
Total Cost per Ride*	\$37.18	\$40.99	-\$3.82	-9.3%

*Total Cost in this APS has been adjusted to include both provincial and municipal contributions for lease fees.

c) Financial Comparables: Comparison to high, low and average values of other BC Transit peer group systems for 2011/12 (system list at end of document).

Conventional transit peer group comparison	Cowichan Valley	Tier High	Tier Low	Tier Average
Operating Cost per Hour	\$87.25	\$93.77	\$83.82	\$89.05
Operating Cost per Ride	\$5.91	\$5.91	\$3.16	\$4.32
Cost Recovery*	17.7%	25.5%	17.7%	22.0%
Custom transit peer group comparison	Cowichan Valley	Tier High	Tier Low	Tier Average
Operating Cost per Hour	\$65.00	\$69.08	\$53.32	\$65.09
Operating Cost per Ride	\$32.06	\$32.06	\$15.23	\$18.59
Cost Recovery*	5.0%	8.2%	5.0%	6.6%

Note: Due to a lack of comparable routes, there is no peer group comparison provided for the Cowichan Valley Commuter.

Para-transit peer group comparison**	Youbou	Tier High	Tier Low	Tier Average
Operating Cost per Hour	\$59.85	\$139.97	\$47.63	\$74.26
Operating Cost per Ride	\$27.01	\$43.17	\$4.26	\$10.53
Cost Recovery*	4.9%	35.4%	4.4%	13.6%

*Cost Recovery in this APS has been adjusted to include both provincial and municipal contributions for lease fees.
** The table above compares the Youbou transit system with Tier 3 Para-transit systems as opposed to other Tier 2 Conventional systems.

Paratransit Comparable systems:

Agassiz - Harrison	Fort St. John	Nelson - Slocan Valley	Quesnel
Ashcroft-Cache Creek-Clinton	Hazelton's Regional	Nelson & Area	Revelstoke
Bella Coola	Kaslo	North Okanagan	Salt Spring Island
Boundary	Kicking Horse Country	Okanagan - Similkameen	Shuswap
Castlegar Regional	Kimberley	Osoyoos	Smithers and District
Clearwater & Area	Kootenay Lake West	Pemberton Valley	Summerland
Columbia Valley	Merritt and Area	Port Edward	Williams Lake
Creston Valley	Nakusp	Powell River	
Elk Valley		Princeton & Area	

5. Operational Performance

a) Service Reliability: Percent of scheduled service trips completed (conventional transit only).

Conventional	2011/12	2010/11	% Change
% of Trips Completed	100.00%	100.00%	0.00%
Cowichan Valley Commuter	2011/12	2010/11	% Change
% of Trips Completed	100.00%	100.00%	0.00%
Youbou	2011/12	2010/11	% Change
% of Trips Completed	99.91%	100.00%	-0.09%

b) Service Productivity: Total revenue hours as percent of driver payroll hours.

Productivity	2011/12	2010/11	% Change
Conventional	94%	95%	-0.7%
Custom	100%	100%	0.0%
Productivity	2011/12	2010/11	% Change
Youbou	76%	76%	0.0%

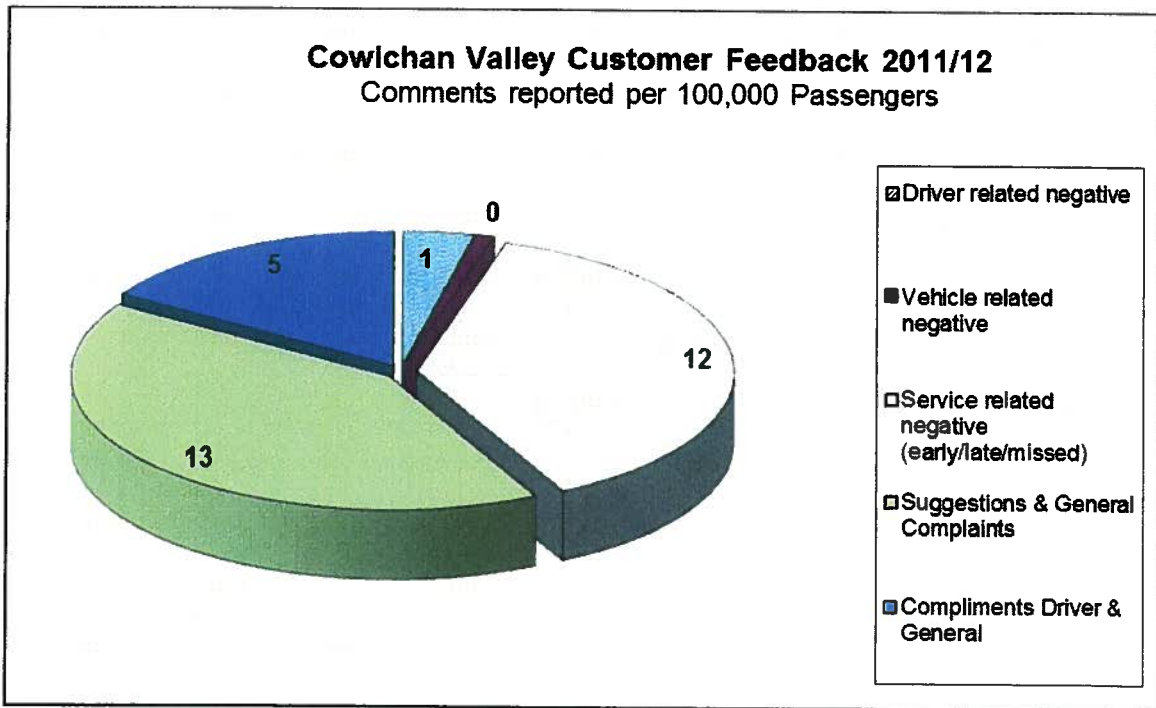
c) Service Utilization: Total rides per revenue hour.

Utilization	2011/12	2010/11	% Change
Conventional	14.8	13.7	7.7%
Custom	2.0	2.3	-13.7%

Utilization	2011/12	2010/11	% Change
Cowichan Valley Commuter	17.0	13.3	27.6%

Utilization	2011/12	2010/11	% Change
Youbou	2.2	2.0	12.7%

d) 2011/12 Customer Feedback: For conventional and commuter transit service.



Tier 2 comparable systems:

- | | |
|----------------|-----------------|
| Campbell River | Comox Valley |
| Chilliwack | Penticton |
| | Vernon Regional |



CVRD

R2

STAFF REPORT

**TRANSIT COMMITTEE MEETING
OF DECEMBER 12, 2012**

DATE: November 30, 2012 **FILE NO:** Transit

FROM: Rob Williams, Transit Analyst, Facilities, Fleet and Transit Management

SUBJECT: North Cowichan Transit Shelter and Bench Encroachment Agreement

Recommendation/Action:

That it be recommended that the CVRD Board Chair and Corporate Secretary be authorized to sign the 10 year North Cowichan Encroachment Agreement for the existing installation of 8 transit shelters and 8 benches.

Relation to the Corporate Strategic Plan:

This initiative fits within the Healthy Environment section of the Corporate Strategic Plan as it supports the objective of establishing sustainable communities, improving ridership and the regional transit plan.

Financial Impact: *(Reviewed by Finance Division: SEM)*

There is a \$200 administration fee for submission of this agreement, which will be funded by the *2012* Transit Budget Function 107 - Sundry Expense.

Background:

At their meeting of September 10, 2008, the Transit Committee, resolved to purchase and install several transit shelters across the District with the allocated Federal and Provincial grant funds received for this project. A mix of both custom wood and BC Transit approved metal shelters were selected. All the shelters under this arrangement were installed by March 31, 2011.

A staff recommendation was presented and endorsed during the February 8, 2012 Transit Committee meeting to budget \$50,000 for the installation of transit benches across the District. This motion was further supported by the Board with the approval of the 2012 Transit budget. To date, staff have been working with the various local Municipal and Provincial partners to obtain approval for the selected bench install locations and are now well into the install process. It is anticipated that the year-end deadline for this project will be met.

An agreement has been created in order to officially formalize the use of right-of-way property on which the shelters and benches are located within the Municipality of North Cowichan. The agreement is a standard use agreement that grants land-use permission to the CVRD for a minimum 10 years, outlines parameters for maintenance of the structures to be performed by the CVRD, highlights that the structures and use are the full responsibility and liability of the CVRD, and indicates that the Municipality is at liberty to make changes in around the install locations when they deem necessary.

.../2



It was understood at the time of the shelter installations that such an agreement would be created and therefore it is recommended that the CVRD Board Chair and Corporate Secretary sign the agreement as requested by North Cowichan, officially acknowledging CVRD use, responsibility, and liability of the shelter and recent transit bench installations located in North Cowichan. Shelters and benches located in the City of Duncan are owned and maintained by the City; and there is an informal agreement with the Town of Lake Cowichan regarding the shelters and benches located in their jurisdiction.

Submitted by,



Rob Williams, M.Sc.
Transit Analyst,
Facilities, Fleet, and Transit

RW;jlb

Reviewed by: Division Manager: 
Approved by: General Manager: 

\\Cvrdstore1\...e\Administration\E&E Staff Reports\Transit\2012\Transit Benches-Feb 8-2012.doc

Encroachment Agreement

This Agreement made this _____ day of _____, 2012.

BETWEEN: Cowichan Valley Regional District
175 Ingram Street
Duncan, B.C. V9L 1N8

(hereinafter called "the Owner")

OF THE FIRST PART:

AND: District of North Cowichan
Box 278 - 7030 Trans-Canada Highway
DUNCAN, BC V9L 3X4

(hereinafter called "the Municipality")

OF THE SECOND PART:

WHEREAS the Owner has requested the Municipality grant permission to construct, use or continue to use the existence of an encroachment appurtenant to the properties shown in:

- a) Schedule "A" attached herewith, to permit eight new stand-alone transit benches to remain within the seven road right-of-ways detailed on Schedule "A", and
- b) Schedule "B" attached herewith, to permit existing transit shelters with benches and stand-alone benches to remain within the road right-of-ways detailed on Schedule "B"

which request the Municipality has agreed to grant, by Council resolution on September 5, 2012, subject to all provisions of Municipal bylaws, and the terms and conditions herein set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

1. That, in consideration of the premises and covenants contained herein to be performed and observed by the Owner, the Municipality doth (so far as it legally can, but not otherwise, and subject to the bylaws aforesaid), grant the Owner permission to construct and maintain an encroachment to utilize the areas outlined on Schedule "A" and Schedule "B" attached hereto, for the purpose of installing eight new transit benches and maintaining existing transit shelters and benches from October 1, 2012 to September 30, 2022.
2. It is hereby understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the *Local Government Act*, and amendments thereto.
3. The Owner covenants and agrees:
 - (a) to pay the Municipality the TWO HUNDRED DOLLAR (\$200) fee upon signing this agreement, as prescribed in the Fees Bylaw Section 1, Item 24;

- (b) to save harmless the Municipality from any and all liability whatsoever arising out of the Owner's encroachment upon, under or over the highways of the Municipality and the Owner's construction of anything upon, under or over the highways or the Owner's maintenance of anything upon, under or over the highways or the Owner's occupation or use of the highways or the ground below or the air above for the purpose of such encroachment.

And the Owner doth hereby charge his interest in the lands hereinbefore described in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising from the construction, maintenance or existence of the said work or from the permission hereby granted, and to answer any indemnity or payment provided in the said by-laws referred to herein, or under the terms of this agreement;

- (c) to deposit with the Municipality a policy of public liability insurance in the amount of TWO MILLION DOLLARS (\$2,000,000.00), naming the Municipality as an additional insured, in a form and amount acceptable to the Municipality insuring both the Owner and the Municipality against any loss resulting from the occurrences mentioned in (b) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the Owner derives hereunder. The policy shall provide the Municipality with 30 days written notice prior to any cancellation; and
- (d) at all times to observe and perform the provisions of the bylaws of the Municipality. This agreement shall be at all times subject thereto and if the Owner fails to comply with the Municipality's bylaws, following reasonable notice in writing to do so, all rights of the Owner hereunder may be terminated and the Municipality shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

4. It is hereby understood and agreed between the parties hereto that this agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (a) alter the road, sidewalk or boulevard, whether by widening the roadway, sidewalk or boulevard, or by raising or lowering the elevation of the roadway, sidewalk or boulevard abutting or adjoining the lands hereinbefore described, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the said works useless for the purposes of the Owner; and
- (b) construct or permit the construction of any form of structure or utility on, over or under any portion of the highway and for such purpose require that the works be removed in part or in whole; and the Owner covenants that, in the event of the Municipality effecting any such alteration as aforesaid in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the works, the Owner will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the subject of this agreement, as a result of such alteration in width and/or elevation or construction.

5. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (a) this agreement may be revoked at any time by the Municipality.
- (b) the Owner will at all times, and at his own expense, keep and maintain the said works in good and sufficient repair and cleanliness to the reasonable satisfaction of the Director of Engineering and Operations.
- (c) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Council, remove any structure or works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane, or other public place, in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Director of Engineering and Operations; and
- (d) upon the event of the Owner failing to keep any encroachment or covering thereof in good and sufficient repair, to the reasonable satisfaction of the Director of Engineering and Operations, or failing to remove any structure or works or to fill up any excavation, the Municipality shall make such repairs, including structural changes, when it deems necessary, or remove such structures or works, or fill up such excavation, as the case may require, in the opinion of the Director of Engineering and Operations, and the Owner shall pay the costs of such work to the Municipality forthwith; and in default of payment thereof, the amount of such cost and interest at six percent (6%) per annum may be recovered in any Court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the lands to which such area is appurtenant.

6. Time shall be of the essence.

7. This agreement is non assignable and non-transferable.

8. Words herein importing the singular number or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal bylaws aforesaid.

IN WITNESS WHEREOF the Owner and the Municipality have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the authorized signatories of:
The Corporate Seal of the Cowichan Valley
Regional District was hereunto affixed in the
presence of:

The Corporate Seal of The Corporation of
the District of North Cowichan was
hereunto affixed in the presence of:

Signature of

J.W. Lefebure, Mayor

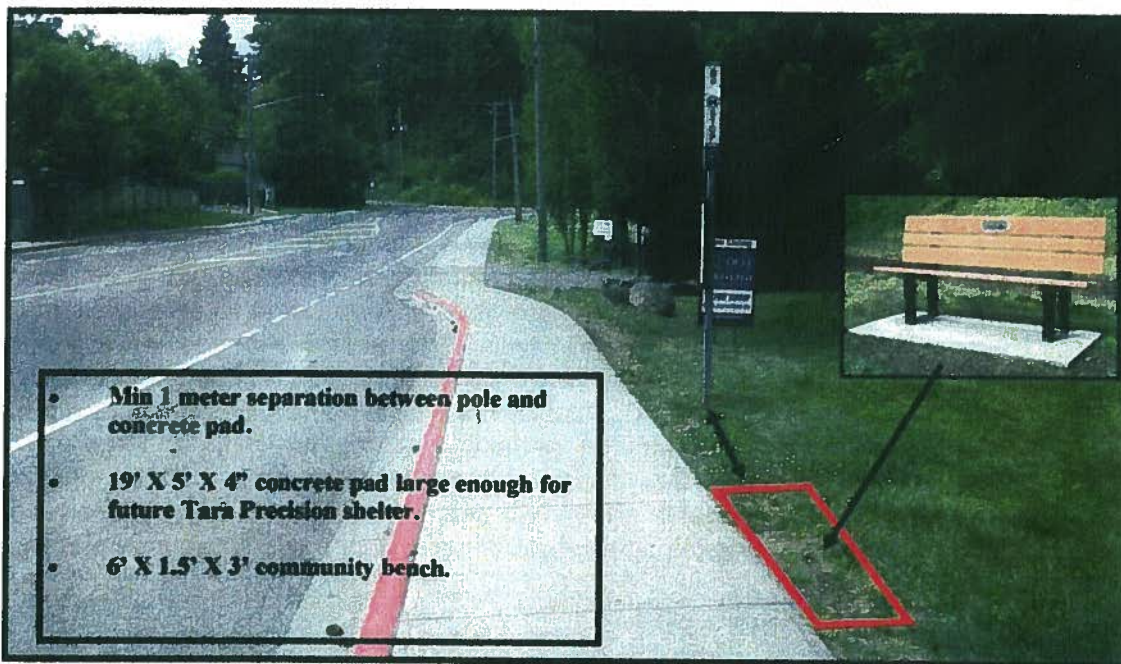
Signature of

M.O. Ruttan, Corporate Officer

SCHEDULE "A"

Figure 1 - Cowichan Lake Rd at Shawnessy Gardens - fronting 3251 Cowichan Lake Road
Figure 2 - Sherman Rd at Mary Street - fronting 2954 Sherman Road

1) Cowichan Lake Rd at Shawnessy Gardens



2) Sherman Rd at Mary Street

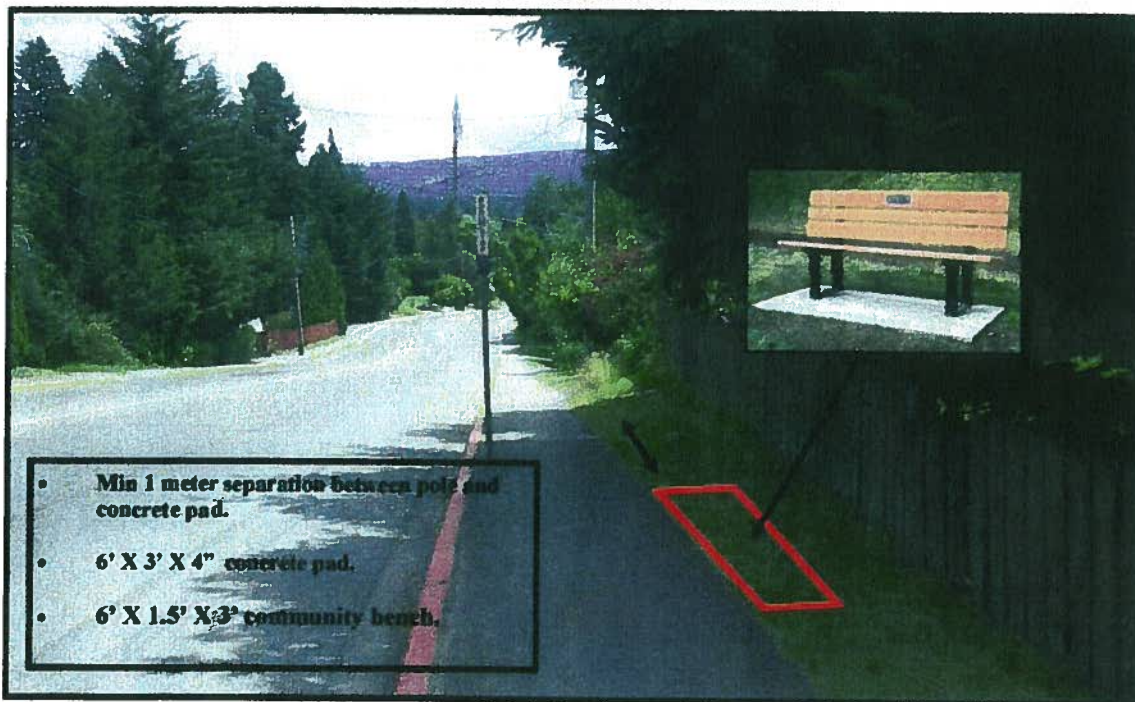
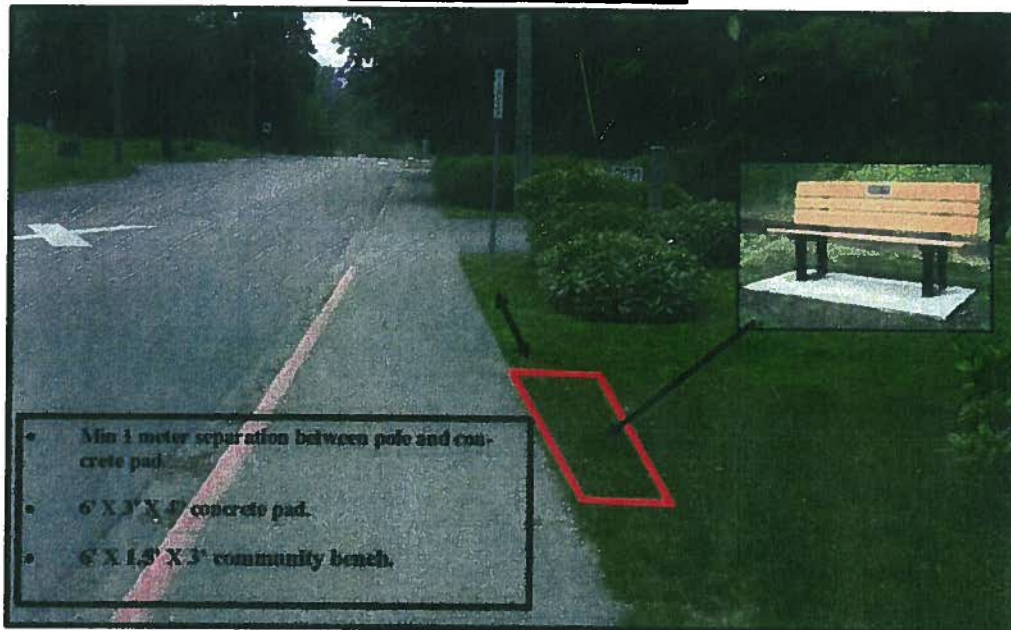


Figure 3- Tzouhalem at Jaynes - fronting 2121 Tzouhalem Road
Figure 4 - Donnay at Highwood - fronting 6370 Highwood Drive

3) Tzouhalem at Jaynes



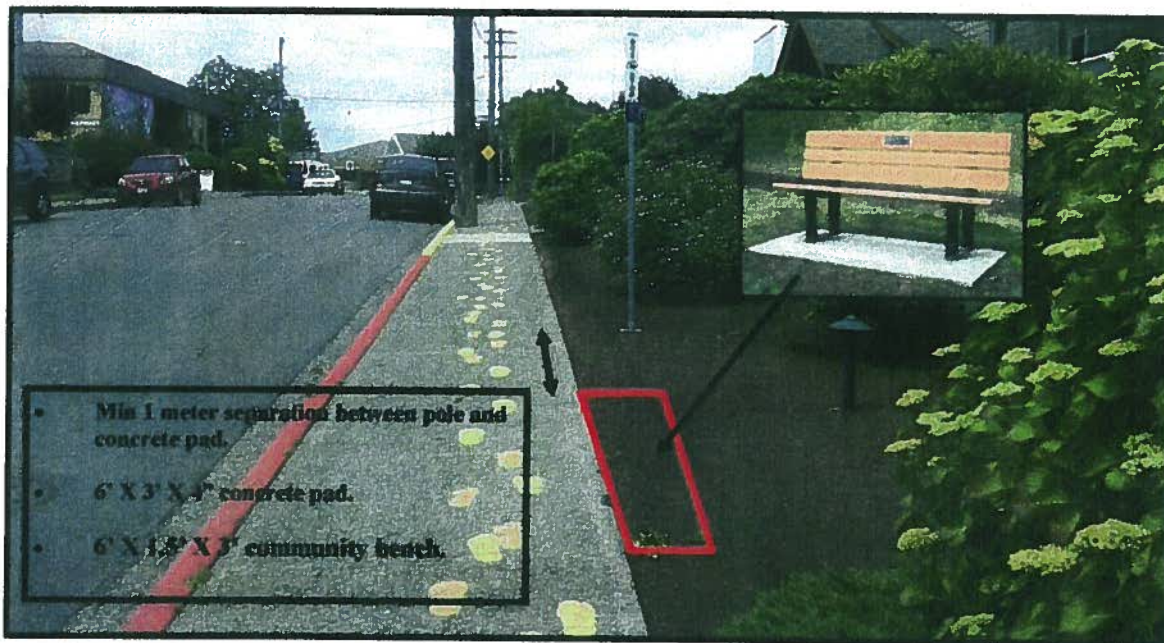
4) Donnay at Highwood



Figure 5 - Esplanade at Oak - fronting 9877 Esplanade Street

Figure 6 - Pine at Daniel - fronting 3053 Pine Street

5) Esplanade at Oak

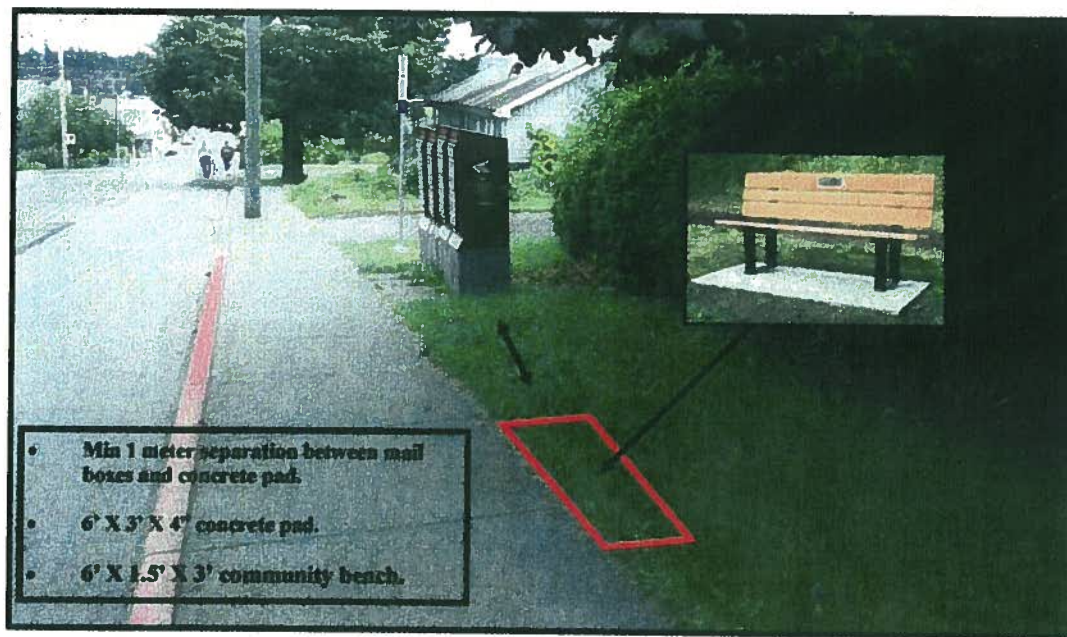


6) Pine at Daniel



Figure 7 - Oak at Cedar - fronting 2922 Oak Street

7) Oak at Cedar



SCHEDULE "B"

