

APPENDIX E – SUBMISSION DECLARATION

Instructions: Proponents are to include a signed copy of this submission form with their respective Proposals. Proponents may reproduce the form on their letterhead without the instructions.

Date: _____

To: Ministry of Attorney General, Legal Services Branch

Re: Proposal submission to Negotiated Request for Integrated Legislative Drafting System issued under Opportunity ID ON-003759 (the “NRFP”)

Interpretation

1. In this form, capitalized terms have their meaning given in the NRFP.

Submission of Proposal and Review of NRFP

2. The Proponent identified below, hereby confirms that by submitting its Proposal, the Proponent is confirming that it has carefully examined the NRFP (including all NRFP appendices and any Addenda) and any information incorporated by reference therein, including information related to material disclosures, and has made any enquiries it deemed necessary and prudent in relation to the submission of its Proposal in order to have a clear and comprehensive knowledge of the services sought, the NRFP process rules, and the evaluation and negotiation processes described in the NRFP.

Proponent Acknowledgment

3. The Proponent acknowledges that the NRFP process is governed by the terms and conditions of the NRFP and is not intended to and will not create a formal, legally binding procurement process and, without limiting the foregoing, the Proponent agrees that:
 - a. as more fully described in the NRFP, the NRFP does not give rise to any “Contract A” based tendering law duties or any other legal obligation arising out of any procurement bidding) process contract or collateral contract;
 - b. as more fully described in the NRFP, the Proponent will have no right to make any claims (in contract, tort or otherwise) against the Province with respect to the award of a contract, failure to award a contract, evaluation or failure to consider or honour a Proposal submitted in response to this NRFP, or any other claims based on a breach of “Contract A” or any other tendering law duties or obligations;
 - c. the Proponent understands and agrees with the NRFP process and process rules and the BC Bid Terms and Conditions of Use located at: www2.gov.bc.ca/gov/content/bc-procurement-resources/bc-bid/terms-of-use-non-registered-users; and
 - d. the Proponent represents it is not aware of any circumstances giving rise to an actual, potential or perceived conflict of interest in relation to the NRFP or entering into or performing any Contract (if awarded to the Proponent) to provide any services or deliverables within the scope described in the NRFP, except as disclosed below. Such conflict of interest includes, but is not limited to, involvement by a Proponent or any proposed subcontractor in the preparation of the NRFP,

including any supporting documents, or a relationship with any employee, contractor or representative of the Province involved in preparation of any such documents, or participating on the evaluation committee or in the administration of any Contract.

SIGNED on behalf of the Proponent identified above by its duly authorized representative on the date below.

For, and on behalf of the **Proponent**

By: _____
Sign

Print Name

Title

Date

Integrated Legislation Drafting System APPENDIX F1 - Proponent Workbook

Integrated Legislative Drafting System NRFP ON-003759

Legal Services Branch – Office of Legislative Counsel

Instructions for Proponents

Completing this APPENDIX F1 – PROPONENT WORKBOOK is a mandatory requirement for all Proponents.

Proponents should ensure that they fully respond to all requirements in the NRFP in order to receive full consideration during evaluation.

Proponents should not include hyperlinks, brochures, pamphlets, PowerPoint presentations or other marketing collateral in their Proposals. Such materials will not be evaluated.

This workbook includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Appendix G of the NRFP.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

All Proponent Proposal content, including content and responses required by the various Response Guidelines are material representations made to the Province that the Province will rely upon.

With the exception of the contact information called for below, a failure to provide a response to any Response Guideline or question set out in this APPENDIX F1 – PROPONENT WORKBOOK will result in a loss of points.

Proponent Contact Information (not evaluated)

Proponent Legal Name	
Business Address	
Phone Number	
Email	
Authorized Contact for Proposal inquiries (full name, position, email address and phone number)	
Subcontractor(s) Legal Name(s) Include the full legal name of all subcontractors that the Proponent is contemplating using.	

Proponent Acknowledgement (not evaluated)

Proponents should indicate if its Solution satisfies the mandatory requirements set out in section 2 of APPENDIX C – OPPORTUNITY PARTICULARS:

Requirements	Indicate Y/N
1. The Solution must be owned directly by the Proponent (i.e. the Proponent is the software manufacturer, not a value-added reseller or integrator) and the Proponent must be able to grant a license for use to the Province.	
2. The Solution must be an On-Premise solution (i.e. not a private or public cloud solution)	
3. The Solution must be an existing COTS legislative drafting solution (i.e. not built from scratch for the Province).	

Appendix F1 – Proponent Workbook

1 Proponent Capabilities

- 1.1 The Province is seeking proposals from Proponents with at least five (5) consecutive years experience prior to the Issue Date of this NRFP delivery a solution that meets the Solution Requirements set out in Section 7.8 of APPENDIX C – OPPORTUNITY PARTICULARS to organizations of similar size and complexity as the Ministry. Provide a detailed outline of the Proponent's previous experience supported by no more than three (3) project examples. For each project example, provide the following details:
- (a) describe the organizational size and type (public sector or private sector) of the client using the Proponent's proposed system;
 - (b) provide a description of the functionality used by the client;
 - (c) indicate the total number of users of the system within a single organizational entity for the client; and
 - (d) indicate the number of years, in total, that the client used or has been using the Proponent's proposed system.

Proponent Response:

Enter your response in this space

- 1.2 What version of the Solution is the Proponent offering LSB? In what year was it developed? Outline the evolution of the Solution and the Proponent’s vision for its future.

Proponent Response:

Enter your response in this space

1.3 References

Provide a minimum of two (2) references that can verify the experience set out in Response Guideline 1.1 Proponent Capabilities above. The Province reserves the right to contact references in accordance with section 8.6 Stage 4 – Reference Check of the NRFP.

References should be current. References need to be from a party that is not the Proponent, internal to the Proponent or a subcontractor. For each reference, the Proponent should provide the following information:

- a) name of the reference and their organization, together with the position, mailing address, telephone number and email address of the reference; and
- b) relationship, if any, that the referee may have with the Proponent or subcontractor, as applicable.

Proponent Response:

Enter your response in this space

Reference 1:

Reference 2:

2 Proponent's Dedicated Team

The Proponent should have a dedicated Implementation team with proven experience conducting Implementation of the Solution, as well as with availability and sufficient redundancy to ensure timelines are met. Skillsets are required to be appropriate and with sufficient overlap between team members to ensure an efficient approach.

Skillsets should include:

- a) project management;
- b) change management;
- c) training;
- d) test coordination;
- e) Customization of proposed Solution;
- f) Data Conversion/Migration;
- g) transitioning and transition planning;
- h) Implementation; and
- i) experience with the proposed Solution.

2.1 Describe how the Proponent would ensure that its lead will collaborate and communicate with the Province during the Implementation process and the level of expertise and experience the Proponent will provide, including the following information:

- (a) summary of relevant experience, education and expertise; and
- (b) areas of responsibility.

Proponent Response:

Enter your response in this space

2.2 Describe the Proponent's ability to provide a team of resources to complete Implementation such that the Solution will be delivered. Describe any policies, procedures, education and training to keep Proponent resources current with best practices and the Proponent's COTS solution.

Proponent Response:

Enter your response in this space

2.3 Describe the approach the Proponent's resources will take to delivering the Solution.

Proponent Response:

Enter your response in this space

3 Implementation

Implementation

Implementation is described in Section 7.3 of APPENDIX C – OPPORTUNITY PARTICULARS.

Service Design

Service Design is described in Section 7.3.1 of APPENDIX C – OPPORTUNITY PARTICULARS.

3.1 Service Design

The Proponent will work with the LSB Project Manager to develop a joint Solution Implementation Plan for the Implementation. Describe the Proponent's process and approach for planning the Implementation for a new client, including the role the Proponent's project manager or Implementation lead has in this process. Take into consideration Service Design.

Proponent Response:

Enter your response in this space

3.2 Timeline

It is expected that the Contractor's proposed system will be installed within three (3) months after the execution of the Contract (Phase 1). Further, it is expected that the Go-Live Date will occur by December 31, 2023, or sooner as determined by the Province in consultation with the Contractor (Phase 2).

At the Go-Live Date, the Solution is required to be fully operational, and the six (6) Baseline Solution Requirements completed as per APPENDIX F2: REQUIREMENTS WORKBOOK, including:

- Security and access;
- Drafting;
- Editing;
- Assembling;
- Consolidating, and;
- Pre-Publishing

Following the Go-Live Date, the Solution is required to be fully operational and fully conform to the Solution Requirements in section 7.8 of APPENDIX C – OPPORTUNITY PARTICULARS. The Implementation process will be conducted in consultation with the Province.

Based on the Proponent's experience with its proposed Solution, provide a timeline, broken out into Phase 1 and Phase 2 from the start of the Implementation through Post Implementation – Phase 3. Please expand on how the Proponent will ensure the timeline is adhered to, including any potential challenges the Proponent anticipates may arise.

Proponent Response:

Enter your response in this space

- 3.3 Describe the approach the Proponent would take to Configuration of the Proponent's COTS solution in order to meet the requirements of this NRFP.

Proponent Response:

Enter your response in this space

- 3.4 Describe the Proponent's ability to work collaboratively with the client during the Implementation and what expectations the Proponent has for this process.

Proponent Response:

Enter your response in this space

3.5 Data Conversion/Migration

The Province will require the Contractor to import data from the Province's current legislative data repository to the Solution. The Province requires assistance with Data Conversion and Migration in a manner that minimizes adverse impacts on Provincial staff and stakeholders. OLC processes approximately 1500 legislative Projects (Bills and Executive Legislation) per year through a set of manual processes and disconnected tools. The current environment comprises an estimated 45000 pages of documents in various electronic formats: DOC, DOCX, PDF, FM, XML and JPEG. These will need to be converted by the Contractor to structured XML and for compatibility with the Solution.

- 3.5.1 Describe the conversion/migration path for integrating existing content into the Proponent's system.**

Proponent Response:

Enter your response in this space

- 3.5.2 Describe the Proponent's approach to facilitate the migration of documentation to the system and any automation that could be applied. Include how the Proponent will work with the Province to execute the Data Conversion/Migration of a priority set of documents set prior to the Go-Live Date.**

Proponent Response:

Enter your response in this space

3.5.3 Does the Proponents system provide an integrated 'import and export' functionality for documents that will assist LSB OLC staff to successfully convert and migrate LSB's current content to the proposed Solution? Please describe.

Proponent Response:

Enter your response in this space

3.5.4 Describe any constraints related to data volume or data type the Proponent anticipates due to its proposed Solution.

Proponent Response:

Enter your response in this space

3.6 Training

The Proponent will provide a training strategy, based on the specific training needs and constraints of the Province. The training strategy will identify the type of training (including train the trainer and end User training) and the mechanism and roll-out plan for delivering the training to the Users. LSB requires training for approximately 50 Users during Implementation.

3.6.1 Outline the Proponent's training strategies and modules, both for the Implementation and post Implementation stages. Include which of your training strategies best fits this Implementation.

Proponent Response:

Enter your response in this space

3.6.2 Provide an example which illustrates how the Proponent delivered training for a solution that meets the Solution Requirements set out in section 7.3 to an organization of a similar size and nature to the LSB.

Proponent Response:

Enter your response in this space

3.6.3 What type of documentation will be provided as part of training?

Proponent Response:

Enter your response in this space

3.6.4 How does the Proponent's training lend itself to a train the trainer model or super user model?

Proponent Response:

Enter your response in this space

3.6.5 What kind of training does the Proponent offer for onboarding of new LSB staff?

Proponent Response:

Enter your response in this space

3.6.6 How does the Proponent support training for major upgrades to the Solution?

Proponent Response:

Enter your response in this space

3.6.7 LSB expects to have experienced trainers for training services. Describe the training experience the Proponent's trainers have. Does the Proponent have personnel specifically dedicated to training?

Proponent Response:

Enter your response in this space

3.6.8 Does the Proponent have ongoing access to training resources such as videos, and manuals, for Just-In-Time-Learning that are accessible anytime? Explain how the Proponent addresses the need for training resources.

Proponent Response:

Enter your response in this space

3.6.9 The Province expects the need for additional training services Post Implementation, including training refresher options. Please describe these services.

Proponent Response:

Enter your response in this space

4 System Testing and UAT Testing

There are two testing scenarios outlined in this NRFP for the Solution Implementation: system testing in the Province's infrastructure and User acceptance testing.

- 4.1 **System testing:** The Contractor will be expected to perform appropriate system and modular testing of the installed system in Province's infrastructure. The Proponent will be expected to coordinate the system testing following the installation of its software into the Province's infrastructure. Describe the Proponent's approach to planning and delivery of the system testing during Implementation.

Proponent Response:

Enter your response in this space

- 4.2 **User acceptance testing:** The Contractor will develop a User acceptance testing process in consultation with the Province and will provide a test/training environment to permit Users to become familiar with the Solution and test subsequent changes in a non-production environment. Describe the Proponent's approach to plan for UAT, including what documentation the Proponent would provide to the Province for the purposes of UAT. The Proponent will be expected to support the UAT of the Solution. Describe the Proponent's approach to leading or providing support during the UAT cycle, including the handling of defects, questions or requests from testers.

Proponent Response:

Enter your response in this space

5 Maintenance and Support Services

The Contractor will be required to provide Maintenance and Support services during the term of the Contract including at a minimum the services described in section 7.5 of APPENDIX C – OPPORTUNITY PARTICULARS.

- 5.1 Describe the process used by the Proponent for upgrades or new releases to the Solution. Clarify if upgrades or new releases are mandatory.

Proponent Response:

Enter your response in this space

- 5.2 Describe the Proponent recovery related activities including rollback to previous versions of the Solution. Explain the process for how recovery is handled and what the Proponent's involvement is.

Proponent Response:

Enter your response in this space

- 5.3 Describe the Proponent's support process for basic usability assistance and break/fix services for case and administrative level incidents.

Proponent Response:

Enter your response in this space

- 5.4 How does the Proponent keep clients informed of upgrades? Describe the Proponent's proposed COTS solution's upgrade schedule.

Proponent Response:

Enter your response in this space

- 5.5 Change Management and Release Management

The Province requires the Contractor to have established change management and release management methodologies and procedures to minimize the impact of software changes on Users as further outlined in section 7.5.2 of APPENDIX C – OPPORTUNITY PARTICULARS.

5.5.1 Describe the Proponent's established change management and release management methodologies and procedures.

Proponent Response:

Enter your response in this space

5.5.2 Describe how the Proponent tracks changes to the Solution. Does the Proponent provide a detailed change log for this activity or another mechanism?

Proponent Response:

Enter your response in this space

5.5.3 How does the Proponent work with its clients to ensure new releases are rolled out appropriately?

Proponent Response:

Enter your response in this space

6 Post Implementation Professional Services

The Province anticipates the need for when and as required services, on a time & materials basis, for the following services:

- Data Conversion/Migration;
- Configuration
- Customization;
- Training; and,
- Enhancement.

Review section 7.6 of APPENDIX C – OPPORTUNITY PARTICULARS and respond to the below questions on Customizations and Enhancements.

6.1 Customization

Some minimal Customization to deliver business functionality more fully described in APPENDIX F2 – REQUIREMENTS WORKBOOK may be requested of the Proponent.

Describe the approach the Proponent would take to customize the Solution in order to meet those requirements requiring Customization in APPENDIX F2 – REQUIREMENTS WORKBOOK. Include a description of the Proponent's expectations for the role the Province resources would play in this process.

Proponent Response:

Enter your response in this space

6.2 Enhancements

There may be instances during the term of the Contract that Provincial business and program needs change. The Province requires the ability during the term of the Contract to request new enhancements to and new functionality in the Solution to meet these changes to business and program needs.

The Province requires established change request, change evaluation, Configuration, and release management procedures as it anticipates change requests from time to time during the Contract term on an ad hoc, as needed basis, to address changes or needed enhancements to the Solution to meet evolving Provincial program and business needs and potential changes in Legislation.

Describe the Proponent's change request, change evaluation, Configuration and release management procedures. How does the Proponent anticipate responding to change requests?

Proponent Response:

Enter your response in this space

7 Transition Services

The Province will require the Contractor to provide transition services, during the term of the Contract to transfer required knowledge and provide for the smooth transition to another solution as appropriate. Review section 7.7 of APPENDIX C – OPPORTUNITY PARTICULARS and respond to the below question on Transition Services.

Describe how the Proponent will comply with this requirement to transition services and the documentation and support provided for a smooth transition to another solution.

Proponent Response:

Enter your response in this space

Appendix F2 - Requirements Workbook

This APPENDIX F2 – REQUIREMENTS WORKBOOK will be used as part of the basis for evaluating the Proponent’s ability to meet the solution requirements. Proponents should make no assumption that LSB has any prior knowledge of the Proponents’ Solution features, qualifications, skills, experience or background.

INSTRUCTIONS:
Proponent Self-Assessment Code

Proponents are required to respond with their self-assessment of whether their existing software solution can meet the solution requirements of the NRFP.

For each numbered requirement (e.g. REQ-001, REQ-002, etc.) complete **Columns C and D** of the **Proponent Response** tab and include them with the Proponent Proposal.

In Column C, use the drop down selector to indicate one of the following self assessment codes:

- SF - Standard out-of the-box functionality
- WR - Workarounds required to produce results
- AM - Additional module, 3rd party module, or Customization required
- NA - Functionality is not available

Compliance Description - Column D

If a self-assessment of "SF - standard out-of-the-box functionality" is given, Proponents should provide a description that explains how their proposed system meets or, if applicable, exceeds the specific requirement.
If a self-assessment of "WR - workarounds required to produce results" is given, Proponents should include a description that explains how the system can meet or, if applicable, exceed the specific requirement with a proposed work- around.
If a self-assessment of "AM - additional module, 3rd party module, or customization required" is given, Proponents should include a description that provides details on the additional module, 3rd party module, or Customization required.
If a self-assessment of "NA - functionality is not available" is given, Proponents should include a description that explains why the system cannot satisfy the specific requirement.

The Province will evaluate the Proponent’s self-assessment codes in **Column C** in relation to the Proponent’s Self- Assessment Description Responses in **Column D**. Information provided in **Column D** will be corroborated with **Appendix F3 - Demonstration Information**.

Workaround, Configuration and Customization:

Workaround means a method for overcoming a problem or limitation in a program or system.

Configuration means a modification of a product or solution to meet an outcome that
(i) does not require the development of new functionality;
(ii) assembles existing capabilities; and
(iii) does not affect the base product’s or solution’s upgrade path.
Examples of Configuration include: modification of table-driven workflows, use of visual editing tools, or use of scripting tools by someone other than the developer.

Customization means a modification of a product or solution to meet an outcome that
(i) requires the development of new functionality missing from the solution or product;
(ii) requires changing how existing functionality works by changing program code;
(iii) creates a Province-specific piece of functionality; or (iv) builds new capabilities.
Examples of Customization include: writing new code to change an existing hard-coded workflow is an example of minor Customization; programming to change existing functionality; writing new code to add a module to provide new functionality is an example of major Customization; programming to add new capability.

Evaluation
Ranking allocation for self-assessment codes are as follows:
SF = highly desirable feature/functionality
WR = desirable feature/functionality
AM = less desirable feature/functionality
NA = undesirable feature/functionality

Failure to provide either the self-assessment code or the supporting Proponent’s self-assessment description response for an item will result in a loss of points.

The preference is that the majority of requested functionality for the proposed Solution will be available out of the box with minimal Configuration.

Proponents should be aware that the information provided in **Column D** will be corroborated with **Appendix F3 - Demonstration Information**.

REQ #	REQUIREMENTS	Proponent Self Assessment Code
	1 WORKFLOW, SEARCH, DOCUMENT FUNCTIONS	
	1.1 Workflow and functionality	
REQ-001	True WYSIWYG authoring mode, without markers.	SF - Standard out-of the-box functionality
REQ-002	Has spellcheck capabilities.	
REQ-003	Ability to push default spellcheck settings to all Users	
REQ-004	Ability to create custom dictionaries / set custom spellings	
REQ-005	Ability to have spellcheck flag words that we do not use and propose plain language alternatives	
REQ-006	Ability to track changes (redlining) to show deletions, additions, and other changes when Drafting and Editing (like in Microsoft Word). Describe in detail, including customization capabilities	
REQ-007	Ability to create custom keyboard shortcut keys	
REQ-008	Ability to produce web-publishable legislation that meets the latest Web Content Accessibility Guidelines (WCAG)	
	1.2 Styles/Fonts	
REQ-009	Ability to create, modify, and apply standardized styles, both system-wide or for a class of documents. As in Microsoft Word, both paragraph and character styles must be supported. Creation and modification of styles should be limited to certain Users	
REQ-010	Custom Fonts available and supported, including Unicode fonts, that are available system-wide, including in publications generated by the system	
REQ-011	Ability to create, apply, renumber and override sequential numbering defaults using numbers, letters, periods, and brackets for provisions	
REQ-012	Create and properly render formulas and mathematical symbols similar to Microsoft Word equation editor	
REQ-013	Ability to insert images in various standard formats	
	1.3 Search Functionality	
REQ-014	Has content searching capabilities. Describe general search capabilities, search logic and any functional search limitations. Thoroughly explain the capabilities of your search.	
REQ-015	Has metadata searching capabilities. Describe metadata search capabilities, search logic and any functional search limitations.	
REQ-016	Ability to search by keyword, proximity search, stemming, style, boolean expression, and regular expression or the equivalent	
REQ-017	Ability to have system suggest search strings based on partial input (predictive search or auto complete)	
	1.4 Document Project Management	
REQ-018	Ability to define mandatory fields when creating a new Project	
REQ-019	Ability to restrict changing certain fields after a Project is created (e.g., file name or number)	
REQ-020	Ability for multiple Users to have the same Project open at the same time	
REQ-021	Ability to link related files (e.g., to link a bill and a House Amendment to that bill)	
REQ-022	Describe how the Proponent's solution can assist in closing and archiving Projects	
	1.5 Document organization and maintenance	

REQ-023	Explain the Proponent's solution's version control in detail. How does your tracking repository function? Explain how thoroughly your system captures different document versions and any system limitations	
REQ-024	Describe how the system manages merge conflicts	
REQ-025	Describe the system's ability and limitations to having multiple documents and/or versions open at the same time	
REQ-026	Describe the system's ability for multiple Users to have the same document open at the same time	
REQ-027	System has ability to auto-save	
REQ-028	Ability to tag/label documents (e.g., "tax enactment"), provisions (e.g., "immunity provision") or files (e.g., by type, by topic) and subsequently sort them. Explain the rules for sorting.	
REQ-029	Ability to annotate documents with footnotes and inline comments. Describe how notes and comments are displayed within the system	
2. SECURITY AND ACCESS		
REQ-030	Describe the system's granular security. Describe in detail how the solution supports industry best practice for security.	
REQ-031	Describe ability to sequester certain legal "matters" (includes case or client file) from certain Users to ensure that, on a case-by-case basis, any "confidential information" relating to a specific legal "matter" is access restricted and differentiated as applicable conflict of interest rules may require	
REQ-032	Describe the system's User level security	
REQ-033	Security and roles can be set at individual and group levels	
REQ-034	Ability to customize administration levels	
REQ-035	There are audit and logging reports detailing User activity and access	
REQ-036	Supports encrypted files and disk security technology	
REQ-037	Describe what types of devices can access the system. Are there functional or feature limitations depending on device used for accessing? Provide more details.	
3. SYSTEM INTEGRATION AND CONVERSION		
REQ-038	Identify document tagging formats used by the system. Provide more information on exact format standards and format acceptance in publication organizations globally.	
REQ-039	Ability to import (convert) documents from Microsoft Word and Adobe FrameMaker, including any styles and images.	
REQ-040	Ability to import data from Claris FileMaker or other generic formats	
4. DRAFTING		
REQ-041	Ability to draft by redlining existing Legislation that is in the system and have the system automatically generate amending provisions	
REQ-042	Ability to draft amending provisions and have the system automatically generate a redline from the existing provisions that shows the proposed changes.	
REQ-043	Ability to create cross-references within the document, and update automatically (eg. Section numbers)	
REQ-044	Ability to automatically add links to external cross-references (website URL)	
REQ-045	Describe the visual cues that demonstrate cross references	

REQ-046	Ability to assign default shortcut keys to apply styles	
REQ-047	Ability to predictively apply paragraph and character styles	
REQ-048	Ability to promote and demote provisions with a shortcut key (e.g., moving a provision from subsection to section or paragraph)	
REQ-049	Ability to collapse provisions so that structural units (e.g., paragraphs, clauses) below a certain level are hidden or abbreviated	
REQ-050	Ability to automatically generate a table of contents	
REQ-051	Ability to create tables, using a table-builder. Describe the features of the table builder.	
REQ-052	Ability to set up templates for common speciality tables (e.g., commencement tables, tables used in supply bills, tables used to track legislative changes). Describe how this will work in your system	
REQ-053	Ability to add commencement rules to amending provisions and generate commencement tables from the commencement rules	
REQ-054	Ability to add notes and comments to drafts. Describe the features.	
REQ-055	Ability to categorize notes and comments and control which get displayed in documents generated for distribution or publication	
REQ-056	Ability to create a customized, secured .pdf	
5. EDITING		
REQ-057	System contains a centralized log of edits	
REQ-058	Ability to add editorial comments by footnote	
REQ-059	Ability to display footnotes, while editing and reviewing an edit, in a window beside the text being edited	
REQ-060	Ability to propose an editorial change in one instance (e.g., "dependent" to "dependant") and have the system mark any other instances where the change might also be made	
REQ-061	Ability to accept or reject proposed editorial changes	
REQ-062	Ability to generate a new working draft based on accepted and rejected changes	
REQ-063	Show draft changes in context of the amended text. Describe how editors would be able to (1) see proposed changes in context and (2) identify potential collisions among different changes to the same provision.	
6. ASSEMBLING		
REQ-064	Ability to generate a document that sets out material referenced for a proposed bill, e.g., provisions that are amended by the bill, with changes shown in redline, and provisions that are cross-referenced by the bill.	
REQ-065	Ability to generate bills by merging several pieces of in-progress legislation into a single bill.	
REQ-066	Ability to sort content in bills that amend several Acts by the Minister responsible for and by the title of the amended Act.	
REQ-067	Ability to generate first-reading bills that show the amending provisions on the right hand page and their explanatory notes, in a set format and aligned with the provisions, on the left hand page	
REQ-068	Ability to generate report bills that show changes made by House amendments in simple and intuitive redlining.	
REQ-069	Ability to generate third-reading bills, by consolidating changes made by House amendments	
7. CONSOLIDATION		

REQ-070	Ability to generate consolidations of an existing piece of legislation by adding some or all of (1) the enacted changes that are in force, (2) the enacted changes that are not in force, and (3) the changes proposed in drafts. Demonstrate how a User would generate these	
REQ-071	Ability to flag, using colour or other formatting, changes described in Req-070 by source, and to display their effective dates if any. Describe if and how the system offers the option to select which changes to show, by type, time period, or by manual selection?	
REQ-072	Ability to automatically generate consolidation and prompt for approval. Explain this functionality in detail.	
8. FOR PRE-PUBLICATION		
REQ-073	Ability to create and customize layout templates for generated publication. Describe how publications templates are designed and what is required to do so.	
REQ-074	Ability to generate publications with the click of a button in various formats: Microsoft Word, PDF, HTML, CSV	
REQ-075	Ability to schedule publication based on predefined parameters. Describe this functionality.	
REQ-076	Ability to publish directly to a predefined location or our organization's intranet	
9. PROJECT MANAGEMENT and REPORT GENERATION		
REQ-077	Ability to organize priorities. Demonstrate features and functionality that help manage the workload.	
REQ-078	Ability to track assigned personnel on a Project, their tasks, and how their time or progress is being tracked.	
REQ-079	Does the system offer any other Project Management tools. Outline their benefits.	
REQ-080	Ability to generate reports from data in the system. Describe the types of reports that can be generated and the customizability of the reporting system.	
REQ-081	Ability to have authorized Users receive regular reports (e.g., weekly report of upcoming changes). Describe the ability to tailor reporting.	



Integrated Legislation Drafting System

APPENDIX F3 – DEMONSTRATION INSTRUCTIONS

Instructions for Proponents

Providing a Demonstration in accordance with this APPENDIX F3 – DEMONSTRATION INSTRUCTIONS is a mandatory requirement for all Proponents.

Proponents should ensure that they fully respond to all requirements in the NRFP in order to receive full consideration during evaluation.

Proponents should not include hyperlinks other than the downloadable Demonstration link, received via Proponent's email Proposal submission, brochures, pamphlets, PowerPoint presentations or other marketing collateral in their Proposals. Such materials will not be evaluated.

This workbook includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Appendix G of the NRFP.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province's expectations.

All Proponent Proposal content, including content and responses required by the various Response Guidelines are material representations made to the Province that the Province will rely upon.

With the exception of the contact information called for below, a failure to provide a response to any Response Guideline or question set out in this APPENDIX F1 – PROPONENT WORKBOOK will result in a loss of points.

Demonstrations are to be provided by Proponents at no cost to the Province and any time or resources used in preparation of the Demonstration will be at the Proponent's sole expense.

The Demonstration should be no longer than 120 minutes (any content beyond 120 minutes may be disregarded by the evaluation committee).

1 Objectives

1.1 The objectives of the Demonstration will be to:

- 1.1.1 demonstrate how the Solution works in real time and gain an understanding of how the various components of the proposed Solution work together;
- 1.1.2 confirm the way the Ministry's business and technical requirements are met by the Proponent's proposed Solution;
- 1.1.3 corroborate the self assessment responses in APPENDIX F2 – REQUIREMENTS WORKBOOK; and
- 1.1.4 verify certain representations made by the Proponents in their Proposals regarding Solution functionality.

1.2 Reference Materials

The following reference materials are provided to Proponents for the development and delivery of their Demonstrations as zip file APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL:

- 1.2.1 APPENDIX F3A-1-WEBINAR REFERENCE MATERIAL PDF document with bookmarks and sample materials. Descriptive comments are inserted for guidance, along with a bookmarks tab and a table of contents. The final page of the PDF has links to more examples and information of what the various documents produced are;
- 1.2.2 a folder called APPENDIX F3A-3-Regulations, which includes the full Adobe FrameMaker document for each of the regulations included in Appendix F3A-1 (only two pages may be featured in Appendix F3A-1 as a sample, but the full document is included here); and
- 1.2.3 a folder called APPENDIX F3A-2-Statutes, which similarly includes the full Adobe FrameMaker document for each of the Acts features in Appendix F3A-1.

1.3 Process

- 1.3.1 In accordance with section 1 of APPENDIX G – EVALUATION REQUIREMENTS, Proponents are required to submit an operational downloadable link to their Demonstration and provide the Ministry with any password and other instructions for accessing the Demonstration prior to the Closing Time.
- 1.3.2 Proponent software, modules and third-party software used for the Demonstration should be identical in name and version to the software described in the Proposal.

1.4 Evaluation

The evaluation committee will be scoring the Demonstration in accordance with the criteria and weight found in section 3 of Appendix G – EVALUATION CRITERIA of the NRFP.

2 DEMONSTRATION CONTENT

2.1 INTRODUCTION

The Proponent will provide:

- 2.1.1** the names and position titles of the people delivering the Proponent’s Demonstration; and
- 2.1.2** the commercial name and version number of the Solution being demonstrated, confirming it is the same name and version of the Solution described in the Proponent’s Proposal.

Section 2.1 will not be evaluated.

2.2 SYSTEM OVERVIEW

The Proponent should clearly demonstrate the following:

- 2.2.1** an overview of the Solution’s main screen;
- 2.2.2** an overview of menu bars and system navigation methods, including keyboard shortcuts;
- 2.2.3** available screen layouts for different user groups;
- 2.2.4** project management tools; and
- 2.2.5** reporting tools.

2.3 PROJECT INITIATION

The Proponent Demonstration should clearly show how the Solution enables and manages the following:

- 2.3.1** how a Project is started and managed;
- 2.3.2** what the dashboard looks like and its features;
- 2.3.3** how Users are assigned or invited to a Project;
- 2.3.4** how security settings restrict who can see or access a Project;
- 2.3.5** how background information, section notes, related Legislation or provisions are collected and organized for a Project.

2.4 DRAFTING

For examples of the below functionalities, see the table of contents of the APPENDIX F3A-1-Webinar Reference Material PDF in APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL zip file.

The Proponent’s Demonstration should clearly show how the Solution enables and manages the following:

- 2.4.1** how background information, section notes, related Legislation or provisions are collected and organized for a Project;
- 2.4.2** how a User:
 - i. starts a new draft from a template;
 - ii. creates a title, head note, section, subsection, paragraph and subparagraph;
 - iii. drafts a defined term;
 - iv. drafts a cross-reference to a provision in the same principal Act;
 - v. drafts a cross-reference to a provision in another Act;
 - vi. drafts a provision repealing another Act;
 - vii. creates an amendment Act by marking up (redline) an existing Act;
 - viii. applies character styles to text;
 - ix. drafts an equation;
 - x. drafts a table;
 - xi. includes Indigenous language characters (custom font). Proponents may wish to consider the publicly available [Full Unicode Aboriginal Fonts](#), which provides support for multiple languages including Indigenous languages in B.C., and the [BC Sans Typeface](#) which also contains support for multiple languages including Indigenous languages in B.C.;
 - xii. drafts Explanatory Notes;
 - xiii. includes commencement information; and
 - xiv. appends or links supporting material (e.g. Drafting Notes and comments); and
- 2.4.3** automated functions, such as
 - i. using redline (track changes showing) functions to draft into Legislation,
 - ii. auto-generated amending text based on redline changes to Legislation,
 - iii. renumbering when sections are moved,
 - iv. changing a phrase in one place and having it update throughout draft, and
 - v. inserting citation information based on Act name.

2.5 COLLABORATION

The Proponent's Demonstration should clearly show how its Solution enables and manages the following:

2.5.1 how a User:

- i. invites another User to view and edit a document;
- ii. makes comments on a document;
- iii. makes changes to a document at the same time as another user;
- iv. sees conflicting proposed changes;
- v. reconciles merge conflicts; and
- vi. differentiates changes made by multiple Users.

2.6 COMMUNICATION AND PROJECT MANAGEMENT

The Proponent's Demonstration should clearly show how its Solution enables and manages how the Solution allows a User to:

- i. send a message to another User;
- ii. indicate that a step in a particular process is complete;
- iii. indicate that the next step in the process can start; and
- iv. how a User can view and determine the stage and status of any aspect of a given Project.

2.7 EDITING

For examples of the below functionalities, see the table of contents of the APPENDIX F3A-1-Webinar Reference Material PDF in APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL zip file.

The Proponent's Demonstration should clearly show how its Solution enables and manages the following:

2.7.1 how a User makes inline or footnote comments;

2.7.2 how a User can search existing proposed changes and legislation for information including

- i. existing definitions,
- ii. existing cross-references, or
- iii. precedent language; and

2.7.3 how a User can see potential Inoperative amendments, such as

- i. conflicting amendments, to the same or a cross-referenced section, or
- ii. in-force dates that create conflict.

2.8 SEARCHING

The Proponent's Demonstration of the Solution should clearly show how a User would search content managed by the Solution, including at a minimum:

- i. search for a complete phrase,
- ii. proximity search,
- iii. stemming,
- iv. Boolean searches, and
- v. how a User saves a frequently used search.

2.9 SECURITY

The Proponent's Demonstration should clearly show how its Solution enables and manages access to Project datasets, Projects, documents, and messages can be limited to certain Users or User groups.

2.10 VERSION CONTROL

The Proponent's Demonstration should clearly show how its Solution enables and manages the following:

- 2.10.1** how a User views previous versions of a document;
- 2.10.2** how a User reverts to a previous version of a document.

2.11 ASSEMBLING

For examples of the below functionalities, see the table of contents of the APPENDIX F3A-1-Webinar Reference Material PDF in APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL zip file.

The Proponent's Demonstration should clearly show how its Solution enables and manages a User to:

- i. use different templates to create different kinds of Bills (amendment, principal, supply, etc.)
- ii. create House Amendment drafts and associated report and third reading Bills;
- iii. create a table of contents from tagged head notes;
- iv. change the position of parts of the Bill (e.g. moves section 3 above section 2);
- v. combine parts of different documents to create an amendment Bill;
- vi. automatically order sections based on different headings;
- vii. insert and populate a commencement table with information for each section; and
- viii. line up Explanatory Notes and corresponding sections.

2.12 CONSOLIDATING

For examples of the below functionalities, see the table of contents of the APPENDIX F3A-1-Webinar Reference Material PDF in APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL zip file.

The Proponent's Demonstration should clearly show how its Solution enables and manages the following:

- 2.12.1** how in-force amendments from a Regulation or Act are consolidated into an existing Regulation or Act, including:
 - i. updating the table of contents when a section is added, and
 - ii. striking out and substituting specific text, repealing a provision,

2.12.2 ensuring no change in formatting, e.g. font type, table design,

2.12.3 scheduled updates based on in-force dates, and

2.12.4 how not-in-force amendments can be seen in context.

2.13 REPORTING

For examples of the below functionalities, see the table of contents of the APPENDIX F3A-1-Webinar Reference Material PDF in APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL zip file.

The Proponent's Demonstration should clearly show how its Solution enables and manages the following:

2.13.1 generation of reports, including effective dates, such as

- i. list of regulatory changes (new, repealed, amended Regulations), and
- ii. list of statutory changes (new, repealed, amended Acts).

2.14 PERFORMANCE, USABILITY AND USER EXPERIENCE

The Ministry evaluation committee will also be evaluating Proponent's Solution on the following:

2.14.1 ease of use, including

- i. functions as expected;
- ii. ability to effectively perform the components;
- iii. discoverability of interface and its functions;

2.14.2 intuitiveness, such as logical and easy workflow;

2.14.3 efficiency of use, including

- i. minimum keystrokes,
- ii. minimal replication,
- iii. ease in transitioning from one screen to another, and
- iv. easy exiting from screens;

2.14.4 aesthetic and design, including

- i. screens do not contain information that is irrelevant or rarely needed, and
- ii. the data fields and screens are comprehensive and easy to read;

2.14.5 usefulness of error codes, such as

- i. error messages expressed in plain language that precisely identifies the problem and makes a clear recommendation as to the solution; and

2.14.6 help features, including

- i. use of brief, easy to read help features.

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MISCELLANEOUS STATUTES AMENDMENT ACT (No. 3), 2018

CHAPTER 36

Assented to October 31, 2018

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

PART 1 – ADVANCED EDUCATION, SKILLS AND TRAINING AMENDMENTS

College and Institute Act

- 1 *Section 59 (8) of the College and Institute Act, R.S.B.C. 1996, c. 52, is repealed.*

Royal Roads University Act

- 2 *Section 5.1 of the Royal Roads University Act, R.S.B.C. 1996, c. 409, is repealed.*

University Act

- 3 *Section 23 (1) (g) of the University Act, R.S.B.C. 1996, c. 468, is repealed.*

PART 2 – AGRICULTURE AMENDMENTS

Milk Industry Act

- 4 *Section 1 of the Milk Industry Act, R.S.B.C. 1996, c. 289, is amended by repealing the definition of “dairy plant” and substituting the following:*

“dairy plant” includes, subject to the regulations, every place or building where

- (a) milk is received from dairy farmers, or
- (b) dairy products are processed, manufactured or pasteurized; .

5 *Section 40 is amended****(a) in subsection (2) by adding the following paragraphs:***

- (y) for the purposes of the definition of “dairy plant”, providing that the following are not dairy plants:
 - (i) a class of places or buildings;
 - (ii) a place or building in which only a prescribed type of dairy product is processed or manufactured;
 - (iii) a place or building in which persons within a class of persons process or manufacture dairy products;
- (z) in respect of a place or building that would be a dairy plant but for a regulation made under paragraph (y),
 - (i) putting limits or conditions on the processing, manufacturing, marketing or supplying of dairy products in or from the place or building, and
 - (ii) requiring a person responsible for the place or building to comply with one or more provisions of this Act as if the place or building were a dairy plant. , *and*

(b) in subsection (4) by adding the following paragraphs:

- (d) exempting a class of persons from one or more provisions of this Act or the regulations;
- (e) establishing classes for the purposes of this section.

PART 3 – ATTORNEY GENERAL AMENDMENTS***Mental Health Act*****6 *Section 24.1 (3) (a) and (c) of the Mental Health Act, R.S.B.C. 1996, c. 288, is repealed and the following substituted:***

- (a) a medical practitioner or a person who has been a medical practitioner,
- (c) a person who is not referred to in paragraph (a) and is not a lawyer.

Offence Act**7 *The Offence Act, R.S.B.C. 1996, c. 338, is amended by adding the following section:*****Information laid by means of telecommunication**

- 13.1** (1) A peace officer may lay an information by any means of telecommunication that produces a writing.

- (2) A peace officer who uses a means of telecommunication for the purpose of laying an information must, instead of swearing an oath, make a statement in writing stating that all matters contained in the information are true to the peace officer's knowledge and belief, and such a statement is deemed to be a statement made under oath.

Public Guardian and Trustee Act

- 8** ***The Public Guardian and Trustee Act, R.S.B.C. 1996, c. 383, is amended by adding the following section:***

Director of company

- 6.2** Despite section 124 of the *Business Corporations Act*, the Public Guardian and Trustee may, as a corporation sole, become and act as a director of a company if
- (a) the Public Guardian and Trustee is
 - (i) guardian of a person who is the sole shareholder of the company,
 - (ii) appointed curator, under the *Estates of Missing Persons Act*, of the estate of a missing person who is the sole shareholder of the company, or
 - (iii) an executor under the will or administrator of the estate of a deceased person who, immediately before the person's death, was the sole shareholder of the company, and
 - (b) in the opinion of the Public Guardian and Trustee, it is necessary to
 - (i) protect the person's interest in the company or, if the person is missing or deceased, protect the interest of the person's estate in the company, or
 - (ii) wind up or dissolve the company.

Supreme Court Act

- 9** ***Section 2 of the Supreme Court Act, R.S.B.C. 1996, c. 443, is repealed and the following substituted:***

Supreme Court of British Columbia

- 2** (1) The Supreme Court of British Columbia is continued under the name and style of the "Supreme Court of British Columbia".
- (2) The court consists of
- (a) a Chief Justice, who is called "Chief Justice of the Supreme Court",
 - (b) an Associate Chief Justice, and
 - (c) 90 other judges.

- (c) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
- (d) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Financial Institutions Act

22 *Section 118 (1) (f) of the Financial Institutions Act, R.S.B.C. 1996, c. 141, is repealed and the following substituted:*

- (f) if the auditor is
 - (i) a chartered accountant, to a provincial institute of chartered accountants within Canada of which the auditor is a member, or
 - (ii) a chartered professional accountant, to a provincial organization of chartered professional accountants within Canada of which the auditor is a member.

Societies Act

23 *Section 112 of the Societies Act, S.B.C. 2015, c. 18, is repealed and the following substituted:*

Persons qualified to act as auditor

- 112** A person is qualified to act as an auditor of a society only if the person is
- (a) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
 - (b) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (c) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (d) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Related Amendments

Chartered Professional Accountants Act

24 *Section 47 of the Chartered Professional Accountants Act, S.B.C. 2015, c. 1, is amended*

(a) by repealing subsection (2) and substituting the following:

- (2) A person must not provide or perform the services referred to in subsection (1) other than the following persons if those persons are authorized by the CPABC to do so:
- (a) a chartered professional accountant member in good standing;
 - (b) a professional accounting corporation;
 - (c) a registered firm. , ***and***

(b) by repealing subsection (3) (a) and (d) and substituting the following:

- (a) a member who is not authorized by the CPABC to provide or perform the services referred to in subsection (1) or a student, if the member or student is providing or performing those services under the direct supervision and control of any of the following persons if those persons are authorized by the CPABC to provide and perform those services:
 - (i) a chartered professional accountant member in good standing;
 - (ii) a professional accounting corporation;
 - (iii) a registered firm;
- (d) a person providing advice based directly on a declaration, certification or opinion of any of the following persons if those persons are authorized by the CPABC to provide and perform the services referred to in subsection (1):
 - (i) a chartered professional accountant member in good standing;
 - (ii) a professional accounting corporation;
 - (iii) a registered firm; .

Greater Vancouver Sewerage and Drainage District Act

25 *Section 60 (1) of the Greater Vancouver Sewerage and Drainage District Act, S.B.C. 1956, c. 59, is repealed and the following substituted:*

- (1) An annual or more frequent audit shall be had by a person to be named by the Board who is
 - (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.
- (1.1) The remuneration of a person named by the Board under subsection (1) shall be paid out of the funds of the Corporation.

Greater Vancouver Water District Act

26 *Section 24 of the Greater Vancouver Water District Act, S.B.C. 1924, c. 22, is repealed and the following substituted:*

Annual audit

- 24** (1) An annual or more frequent audit shall be had by a person to be named by the Board who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.
- (2) The remuneration of a person named by the Board under subsection (1) shall be paid out of the funds of the Corporation.

Legal Profession Act

27 *Section 61 (8) of the Legal Profession Act, S.B.C. 1998, c. 9, is repealed and the following substituted:*

- (8) The accounts of the foundation must be audited annually by a person appointed for that purpose by the board who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Notaries Act

28 *Section 52 (7) of the Notaries Act, R.S.B.C. 1996, c. 334, is repealed and the following substituted:*

- (7) The accounts of the foundation must be audited annually by a person appointed for that purpose by the directors who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,

body, as the code or standard stands at a specific date, as it stands at the time of adoption or as amended from time to time.

32 *Section 15 (j) and (k) is repealed and the following substituted:*

- (j) if the regulations require persons who hold a licence, certificate, permit or other permission under this Act to complete continuing education, recognize, devise or administer training or other activities as continuing education;
- (k) recognize training, and recognize, devise or administer examinations, for one or more of the following purposes:
 - (i) qualifying for a licence, certificate, permit or other permission under this Act;
 - (ii) a safety order under section 31 (4) (e); .

33 *Section 18 (3) is repealed.*

34 *The following section is added to Division 1 of Part 4:*

Failure to pay fee, penalty or other money owed

- 18.1** (1) A licence, certificate, permit or other permission may be refused, suspended or revoked if the applicant or holder, as the case may be, is delinquent in the payment of a fee, penalty or other money owed under this Act.
- (2) Subsection (1) applies
- (a) despite any requirement under this Act to issue a licence, certificate, permit or other permission, and
 - (b) without limiting the discretion under this Act of a person to issue, suspend or revoke a licence, certificate, permit or other permission.

35 *Part 5 is amended*

- (a) by adding the following section:*

Definitions

19.5 In this Part:

“enforcement action” means

- (a) issuance of a compliance order or discipline order,
- (b) imposition of a monetary penalty, or
- (c) conviction of an offence under this Act;

“personal information” has the same meaning as in the *Freedom of Information and Protection of Privacy Act.*, **and**

(b) by repealing sections 20 and 21 and substituting the following:

Registry

- 20** (1) For the purpose of furthering safety in relation to regulated work and regulated products, the minister must
- (a) establish a registry to record the information required by subsection (2), and
 - (b) designate a provincial safety manager as the registrar.
- (2) The registrar must record in the registry the following information about persons who hold or have held a licence or certificate of qualification or against whom an enforcement action has been taken:
- (a) the name of the person;
 - (b) if the person holds a licence or certificate, an address of the person for the service of documents;
 - (c) the licences and certificates that have been issued to the person and the status of those licences and certificates;
 - (d) each discipline in which the person is authorized to do regulated work, the scope of the regulated work that the person is authorized to do and any terms and conditions that are attached to that authorization;
 - (e) subject to subsection (3), the following information about each enforcement action taken against the person:
 - (i) the enforcement action taken;
 - (ii) the date the enforcement action was taken;
 - (iii) the discipline to which the enforcement action relates;
 - (iv) the conduct giving rise to and reason for the enforcement action;
 - (v) in the case of a discipline order, any sanctions imposed;
 - (vi) in the case of a compliance order or discipline order, whether the order remains in force;
 - (vii) in the case of a monetary penalty,
 - (A) the amount of the penalty, and
 - (B) whether the amount has been paid;
 - (viii) in the case of a fine under section 78 [*penalty on conviction of offence*], the amount of the fine;
 - (f) prescribed information.
- (3) Information about an enforcement action must not be included in the registry unless
- (a) if applicable, the time for requesting a review of the enforcement action under section 49 has expired or, if a review has been requested, the review has been completed, and

- (b) if applicable, the time for filing an appeal in relation to the enforcement action has expired or, if an appeal is filed, the appeal is disposed of or abandoned.
- (4) The registrar may remove from the registry
 - (a) information about an individual who dies or a corporation that is dissolved or struck off the register of companies, and
 - (b) other information, in accordance with the regulations.
- (5) A person who holds a licence or certificate of qualification must provide the registrar with and keep the registrar informed of the person's current address for the purpose of service of documents.

Publication of registry

- 21** (1) Subject to subsection (2), the registrar
- (a) must disclose information in the registry on the request of any person and payment of any required fee, and
 - (b) may publish all or part of the registry.
- (2) The registrar may not publish or otherwise disclose any of the following that is personal information about a person named in the registry:
- (a) an address, unless the person has consented to the disclosure;
 - (b) financial information, unless the information is referred to in section 20 (2) (e) (vii) or (viii).

36 *Section 23 (3) (b) is amended by adding “provincial” before “safety manager”.*

37 *Section 26 (3) is amended by striking out “tests” and substituting “examinations”.*

38 *Section 31 (4) (e) is amended by adding “, including, without limitation, that the person undergo training or examination” after “property”.*

39 *The following section is added to Division 1 of Part 10:*

Offering and advertising to do regulated work

- 71.1** (1) A person must not offer or advertise to do regulated work unless
- (a) the person is
 - (i) a licensed contractor, or
 - (ii) authorized to do the regulated work under this Act, and
 - (b) in the case of an advertisement, the form and content of the advertisement conform to the regulations, if any.

Related Amendment*Safety Standards Act*

- 43** *Section 44 (d) (iii) of the Safety Standards Act, S.B.C. 2003, c. 39, is amended by striking out “(f) [summary dismissal because no reasonable prospect of success] and”.*

Commencement

- 44** The provisions of this Act referred to in column 1 of the following table come into force as set out in column 2 of the table:

Item	Column 1 Provisions of Act	Column 2 Commencement
1	Anything not elsewhere covered by this table	The date of Royal Assent
2	Sections 4 and 5	By regulation of the Lieutenant Governor in Council
3	Section 7	By regulation of the Lieutenant Governor in Council
4	Sections 31 to 43	The date that is 30 days after the date of Royal Assent

Income Tax Act

NATURAL GAS TAX CREDIT REGULATION

B.C. Reg. 145/2019

Contents

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 - 1.1 Prescribed amount of LNG
 - 1.2 Reference point
- 2 Prescribed percentage
 - 2.1 Pipeline fuel and losses adjustment
- 3 Interest on percentage owing to government
- 4 Interest on tax refunds
- 5 Reference price

Definitions

- 1** In this regulation:

“**Act**” means the *Income Tax Act*;

“**Compressor Station 2**” means the compressor station located at 55° 38' 54.76" north latitude and 122° 12' 30.70" west longitude on the natural gas pipeline known as the Westcoast Transmission System.

[en. B.C. Reg. 232/2019, s. 1.]

Prescribed amount of LNG

- 1.1** For the purposes of paragraph (b) of the definition of “major LNG facility” in section 172 of the Act, the prescribed amount of LNG per year is 2 million tonnes.

[en. B.C. Reg. 232/2019, s. 2.]

Reference point

- 1.2** For the purposes of the definition of “reference point” in section 177 of the Act, the prescribed reference point is Compressor Station 2.

[en. B.C. Reg. 232/2019, s. 2.]

Prescribed percentage

- 2** For the purposes of section 173 (4) of the Act, the prescribed percentage is 2.5%.

Pipeline fuel and losses adjustment

- 2.1** (1) For the purposes of section 180 of the Act, a corporation’s pipeline fuel and losses adjustment, in respect of a major LNG facility and for the month, is the amount determined by the following formula:

$$\text{pipeline fuel and losses adjustment} = \left[\frac{\text{volume variance}}{\text{adjusted LNG facility inlet volume}} \right] \times 100\%$$

where

volume variance = the amount determined under subsection (2) for the month;

NATURAL GAS TAX CREDIT REGULATION

adjusted LNG facility inlet volume = the total of the following:

- (a) the volume of natural gas deemed to have been purchased under section 178 of the Act by the corporation in the month at an LNG facility inlet meter for the major LNG facility;
- (b) the volume of natural gas disposed of by the corporation in the month at an LNG facility inlet meter for the major LNG facility;
- (c) the volume of natural gas disposed of by the corporation in the month while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility.

- (2) For the purposes of the description of “volume variance” in subsection (1), the amount determined for the month is the amount determined by the following formula:

$$\text{volume variance} = \text{feedstock pipeline inlet volume} + \text{acquisitions} - \text{dispositions} - \text{change in inventory} - \text{LNG facility inlet volume}$$

where

feedstock pipeline inlet volume = the volume of natural gas owned by the corporation that passes, in the month, through the feedstock pipeline inlet designated in respect of the major LNG facility;

acquisitions = the volume of natural gas acquired by the corporation in the month

- (a) while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility, or
- (b) at an LNG facility inlet meter for the major LNG facility from a person or partnership;

dispositions = the volume of natural gas disposed of by the corporation in the month

- (a) while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility, or
- (b) at an LNG facility inlet meter for the major LNG facility;

change in inventory = the volume of natural gas equal to the volume of natural gas owned by the corporation and in the feedstock pipeline at the end of the month less the volume of natural gas owned by the corporation and in the feedstock pipeline at the end of the preceding month;

LNG facility inlet volume = the volume of natural gas notionally acquired by the corporation at an LNG facility inlet meter for the major LNG facility in the month.

[en. B.C. Reg. 232/2019, s. 2.]

Explanatory Notes

BILL XX – 2018

SECTION 5: ***[Milk Industry Act, section 40 – continued]***

- establish classes for the purposes of making regulations.

These are explanatory notes. Their purpose is to align to the page where these amendments take place. For example, if you go to page 2/"Explanatory note sample page", you will see that the three sections on this page align with where each of the noted sections is aligned on that page. That way, should you have both pages side by side, it is easy to align what the intent of each provision is.

SECTION 6: ***[Mental Health Act, section 24.1]*** authorizes the appointment of retired medical practitioners to review panels under section 24.1 of the Act.

SECTION 7: ***[Offence Act, section 13.1]*** provides express authority for the laying of an information by any means of telecommunication that produces a writing.

Note that the template and style of this bill is different than that on page 1; this is a new, standalone Act, versus page 1 is an amendment act, making changes to existing Acts.

Certified correct as passed Third Reading on the 5th day of October, 2021

Kate Ryan-Lloyd, Clerk of the Legislative Assembly

MINISTER OF CHILDREN AND FAMILY DEVELOPMENT

BILL 15 – 2021

EARLY LEARNING AND CHILD CARE ACT

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- 5 Provincial Child Care Council
- 6 Annual reporting

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- 9 Consequences of failing to provide information

Division 2 – Recovery of Financial Supports

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- 28 – 30 Consequential Amendments
- 31 Commencement

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

PART 1 – DEFINITIONS AND APPLICATION

Definitions

1 In this Act:

- “**child**” means an unmarried person under 19 years of age;
- “**child care**” means, subject to section 2, the care and supervision of a child in a child care facility;
- “**child care benefit**” means a benefit within the meaning of section 4;
- “**child care facility**” means a setting in which child care is provided, including a child’s home;
- “**child care grant**” means a grant within the meaning of section 3;
- “**child care provider**” means a person operating a child care facility;
- “**grant agreement**” means an agreement, referred to in section 3, governing a child care grant;
- “**Indigenous governing body**” has the same meaning as in the *Declaration on the Rights of Indigenous Peoples Act*;
- “**Indigenous peoples**” has the same meaning as in the *Declaration on the Rights of Indigenous Peoples Act*;
- “**licensed child care facility**” means a child care facility licensed under the *Community Care and Assisted Living Act* to provide child care;
- “**parent**” includes a person with whom a child resides and who stands in place of a parent of the child;

Transition – agreements

- 25** On the coming into force of this section,
- (a) an agreement that is in effect under section 6 [*child care grants*] of the *Child Care BC Act* continues in force and effect as if it were a grant agreement,
 - (b) an agreement that is in effect under section 7 (2) [*overpayments, repayments and assignments*] of the *Child Care Subsidy Act* continues in force and effect as if it were an agreement under section 11 (4) [*recovery of debts*] of this Act, and
 - (c) an agreement that is in effect under section 8 [*agreements*] of the *Child Care BC Act* or section 9 [*agreements*] of the *Child Care Subsidy Act* continues in force and effect as if it were an agreement under section 19 [*agreements*] of this Act.

Division 2 – Repeals

Repeal of *Child Care BC Act*

- 26** The *Child Care BC Act*, S.B.C. 2001, c. 4, is repealed.

Repeal of *Child Care Subsidy Act*

- 27** The *Child Care Subsidy Act*, R.S.B.C. 1996, c. 26, is repealed.

Division 3 – Consequential Amendments

Employment and Assistance Act

- 28** *Section 19 (1) (c) of the Employment and Assistance Act, S.B.C. 2002, c. 40, is repealed and the following substituted:*
- (c) section 14 (1) [*appeals*] of the *Early Learning and Child Care Act*.

Evidence Act

- 29** *Section 61 (1) (e) and (f) of the Evidence Act, R.S.B.C. 1996, c. 124, is repealed and the following substituted:*
- (b.1) for the *Early Learning and Child Care Act*, each person to whom the minister has delegated powers or duties under that Act; .

Representative for Children and Youth Act

- 30** *Section 1 of the Representative for Children and Youth Act, S.B.C. 2006, c. 29, is amended in paragraph (a) of the definition of “designated services” by striking out “the Child Care BC Act, the Child Care Subsidy Act,” and by adding “, the Early Learning and Child Care Act” before “and the Youth Justice Act”.*

Commencement

- 31** This Act comes into force by regulation of the Lieutenant Governor in Council.

Creates an amendment by marking up (redline) an existing Act

- (a) on receiving a complaint;
- (b) if believed advisable by the fire inspector, without receiving a complaint;
- (c) on the request of an owner or occupier of premises;
- (d) if required by a monitoring entity for the purposes of Part 6 [*Compliance Monitoring*].

Inspection powers

10 (1) For the purposes of conducting a fire safety inspection, a fire inspector may at any reasonable time enter onto or into premises.

(2) The authority under subsection (1) must not be used to enter a private dwelling without the consent of the occupier, except under the authority of a warrant under section 32 [*warrant to enter*].

(2.1) A fire inspector must have the authority of a warrant under section 32 before entering onto or into premises.

(3) A fire inspector who enters onto or into premises ~~under this section~~ may do any or all of the following:

- (a) inspect, analyze, measure, sample or test anything;
- (b) use or operate anything or require the use or operation of anything, under conditions specified by the inspector;
- (c) take away samples;
- (c.1) take samples a second time;
- (d) remove a record from the premises under specified conditions;
- (e) make a record of the premises or of anything on or in the premises.

(4) A fire inspector who removes a record under subsection (3) (d) must return the record as soon as practicable.

(5) A fire inspector who enters onto or into premises in accordance with this section may

- (a) be accompanied and assisted by a person possessing special or expert knowledge relevant to the premises, and
- (b) bring along and use any equipment or materials required for the inspection.

(6) On request of a fire inspector, the following persons must, without charge or unreasonable delay, produce for examination by the inspector any record relating to the premises and provide the inspector with information relevant to the purposes of the fire safety inspection:

- (a) the owner of the premises;
- (b) the occupier of the premises;
- (c) a person employed at the premises.

“parking space” means

- (a) the part of a parking site that is marked out, by painted lines or otherwise, as being intended or available for the parking of a single motor vehicle, or
- (b) for an unmarked parking site, a part of it that is determined in the manner set out in a bylaw of the authority to be a parking space;

“parking tax” means tax assessed under this Part;

“property” includes land and improvements;

“property class” has the same meaning as in the *Assessment Act*;

“review panel” has the same meaning as in the *Assessment Act*;

“revised parking site roll” means a parking site roll as amended under section 143 (2) or 162;

“supplementary parking site roll” means a roll prepared under section 145;

“taxable parking area” means the area, calculated in the manner set out in a bylaw of the authority, of that part of a parking site that is not exempt under section 136 from assessment of parking tax;

“taxable parking space” means a parking space located in that part of a parking site that is not exempt under section 136 from assessment of parking tax;

“unmarked parking site” means a parking site or a part of a parking site that does not contain parking spaces marked as set out in paragraph (a) of the definition of “parking space”.

Application of the *Assessment Act*

- 132** (1) Sections 36 and 39, Part 5, and sections 49.1, 52, 55, 59 to 65, 66 (1) and (2), 67 and 68 of the *Assessment Act* apply to parking site rolls and the preparation of complaints against and appeals related to those rolls, and, for that purpose, a reference in those sections or that Part to a word or phrase set out in Column A is to be read as a reference to the word or phrase listed opposite in Column B.

Column A	Column B
assessor	authority
assessment roll	parking site roll
revised assessment roll	revised parking site roll

- (2) A reference in this Part to a section or Part of the *Assessment Act* referred to in subsection (1) is to be read as a reference to that section or Part if and to the extent it applies under this Part.

Gladstone Park, that portion in M.U. 4-14 only
Goat Range Park (M.U.s 4-17, 4-30)
Hakai Conservation Study Area (M.U. 5-8)
Hamber Park (M.U. 4-40)
Homathko River-Tatlayoko Protected Area (M.U.s 5-5 and 2-15)
Itcha Ilgachuz Park (M.U. 5-12)
Junction Sheep Range Park (M.U. 5-14)
Kluskoi Lake Park (M.U. 5-13)
Koeve Conservancy (M.U. 5-8)
Lockhart Creek Park (M.U. 4-6)
Marl Creek Park (M.U. 4-36)
McDonald Creek Park (M.U.s 4-15, 4-32)
Moose Valley Park (M.U. 5-2)
Nazko Lake Park (M.U. 5-13)
Nunsti Park (M.U. 5-4)
Pilot Bay Park (M.U. 4-6)
Premier Lake Park (M.U. 4-21)
Schoolhouse Lake Park (M.U. 5-2)
Syringa Park (M.U. 4-15)
Tsa-latí/Smokehouse Conservancy (M.U. 5-7)
Ts`il?os Park (M.U.s 5-4, 5-5)
Tweedsmuir Park – that portion in M.U.s 5-10 and 5-11
Valhalla Park (M.U. 4-16)
West Arm Park (M.U. 4-7)
White Pelican Park (M.U. 5-13)
Whiteswan Lake Park (M.U. 4-24).

- (5) Except during the open season, for the purpose of section 26 (1) (c) of the Act, a person must not hunt in the following parks, conservancies, recreation areas and protected areas:

Adams Lake Marine Park (M.U. 3-37)
Akamina-Kishinena Park (M.U. 4-1)
Alty Conservancy (M.U. 6-11)
Anarchist Protected Area (M.U. 8-1)
Anhluut`ukwsim Laxmihl Angwinga`asanskwhl Nisga`a (a.k.a. Nisga`a Memorial Lava Bed Park) (M.U.s 6-14, 6-15)
Anstey Hunakwa Park (M.U. 3-36)
Arctic Pacific Lakes Park (M.U.s 7-16, 7-18, 7-23)

Arrowstone Park (M.U. 3-30)
Atlin Park (M.U.s 6-25, 6-26, 6-27)
Atlin Recreation Area (M.U. 6-27)
Atna River Park (M.U. 6-3)
Babine Lake Marine Park (M.U.s 6-6, 6-8)
Babine Mountains Park (M.U. 6-8)
Babine Mountains Trails (M.U. 6-08)
Babine River Corridor Park (M.U. 6-8)
Banana Island Park (M.U. 3-27)
Banks Nii Łuutiksm Conservancy (M.U. 6-11)
Bear Island Conservancy (M.U. 6-8)
Bearhole Lake Park (M.U. 7-20)
Bearhole Lake Protected Area (M.U. 7-20)
Beatton River Park (M.U. 7-33)
Bedard Aspen Park (M.U. 3-17)
Bella Coola Estuary Conservancy (M.U. 1-14)
Bishop Bay – Monkey Beach Conservancy (M.U. 6-3)
Bishop Bay – Monkey Beach Corridor Conservancy (M.U. 6-3)
Bligh Island Marine Park (M.U. 1-12)
Blue Earth Lake Park (M.U. 3-17)
Blue River Black Spruce Park (M.U.s 3-43, 3-44)
Blue River Pine Park (M.U.s 3-40, 3-44)
Bobtail Mountain Park (M.U. 7-12)
Bocock Peak Park (M.U. 7-31)
Bodega Ridge Park (M.U. 1-1)
Bonaparte Park (M.U.s 3-29, 3-30)
Boothman’s Oxbow Park (M.U. 8-15)
Border Lake Park (M.U. 6-21)
Boulder Creek Park (M.U. 6-9)
Bowron Lake Park – those portions in M.U.s 5-15, 7-5 and 7-6
Brent Mountain Protected Area (M.U. 8-8)
Brim River Hot Springs Protected Area (M.U. 6-3)
Brooks Peninsula Park (M.U. 1-12)
Browne Lake Park (M.U. 8-10)
Bugaboo Park (M.U. 4-34)
Bulkley Junction Park (M.U. 6-30)

Erg Mountain Park (M.U. 7-5)
Eskers Park – Taginchil Lake addition only (M.U. 7-15)
Esté-tiwilh/Sigurd Creek Conservancy (M.U. 2-6)
Ethelda Bay – Tennant Island Conservancy (M.U. 6-3)
Europa Lake Conservancy (M.U. 6-3)
Evanoff Park (M.U. 7-17)
Exchamsiks River Protected Area (M.U. 6-15)
Finger-Tatuk Park (M.U. 7-11)
Finlay-Russel Park (M.U.s 7-39, 7-40)
Finlay-Russel Protected Area (M.U.s 7-39, 7-40)
Finn Creek Park (M.U.s 3-40, 3-41)
Flores Island Park (M.U. 1-8)
Foch-Gilttoeyes Park (M.U. 6-11)
Foch-Gilttoeyes Protected Area (M.U. 6-11)
Fort George Canyon Park (M.U.s 7-9, 7-10)
Forward Harbour/ᐱᓃᖅwəyəm Conservancy (M.U. 1-15)
Foster Arm Protected Area (M.U. 7-2)
Francois Lake Park (M.U. 6-4)
Francois Lake Protected Area (M.U. 6-4)
Fraser River Park (M.U. 7-10)
Gibson Marine Park (M.U. 1-8)
Gilnockie Park (M.U. 4-4)
Gilpin Grasslands Park (M.U. 8-15)
Giscome Portage Trail Protected Area (M.U. 7-24)
Gitnadoiks River Park (M.U. 6-10)
Gitnadoiks River Protected Area (M.U. 6-10)
Gitxaafa Nii Łuutiksm/Kitkatla Conservancy (M.U. 6-11)
Goat Cove Conservancy (M.U. 6-3)
God's Pocket Marine Park (M.U. 1-13)
Goguka Creek Protected Area (M.U. 7-48)
Gold Muchalat Park (M.U. 1-9)
Goose Bay Conservancy (M.U. 5-7)
Graham-Laurier Park (M.U.s 7-36, 7-43)
Great Glacier Park (M.U. 6-22)
Greenbush Lake Protected Area (M.U. 8-23)
Greenstone Mountain Park (M.U. 3-19)

Protection of Public Participation Act

Contents

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

Please provide instructions as to the civil procedure terminology to use throughout the draft (egs. plaintiff? applicant? injunction? etc..)

Purposes

- 1** The purposes of this Act are
- (a) to encourage individuals to express themselves on matters of public interest;
 - (b) to promote broad participation in debates on matters of public interest;
 - (c) to discourage the use of litigation as a means of unduly limiting expression on matters of public interest;
 - (c) to discourage the use of litigation as a means of unduly limiting expression on matters of public interest;
 - (d) to reduce the risk that participation by the public in debates on matters of public interest will be hampered by fear of legal action.

To editor: Note that paragraphs (a) and (b) of that purpose clause are broader than are paragraphs (c) and (d), and arguably go beyond what the Act will address and therefore perhaps what should be in a purpose clause if one is included.

Definitions

- 2** In this Act:
- “administrative proceeding”** includes the following[, when brought by a respondent]:

Edit that an editor would return to the drafter. Punctuation is substituted, strike-out is used, "and" is added, footnotes added at the bottom, and a text response to the "to the editor" note.

ATTORNEY GENERAL

Protection of Public Participation Act

Contents¹

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

Please provide instructions as to the civil procedure terminology to use throughout the draft (egs. plaintiff? applicant? injunction? etc..)

Purposes

1 The purposes of this Act are

- (a) to encourage individuals to express themselves on matters of public interest;²
- (b) to promote broad participation in debates on matters of public interest;
- (c) to discourage the use of litigation as a means of unduly limiting expression on matters of public interest, and;
- ~~³(e) to discourage the use of litigation as a means of unduly limiting expression on matters of public interest;~~
- (d) to reduce the risk that participation by the public in debates on matters of public interest will be hampered by fear of legal action.

To editor: Note that paragraphs (a) and (b) of that purpose clause are broader than are paragraphs (c) and (d), and arguably go beyond what the Act will address

¹ Is the Contents being added later?

² Note I've changed end punctuation and added "and" to para (c)

³ This is a duplicate paragraph.

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and therefore perhaps what should be in a purpose clause if one is included.
Noted.

Definitions

2 In this Act:

“administrative proceeding”⁴ includes the following[, when brought by a respondent]:

- (a) an application to or hearing before a tribunal;
- (b) an application to a provincial statutory decision-maker for a [permit, licence or [?]];
- (c) an application to
 - (i) a municipality,
 - (ii) a regional district, or
 - (iii) a person or body exercising power on behalf of a municipality or regional districtto amend a bylaw or for a variance, exemption or [... (other municipal processes)].

You are still considering specifics of this definition. Please provide instructions in time for the next draft.

“applicant” means a person making an application under section 5⁵;

“expression” means any communication, whether made verbally or non-verbally, whether made publicly or privately, and whether directed or not directed at a person or entity.

“respondent” means a person responding to an application made under section 5;

Application

3 This Act applies in respect of proceedings commenced at any time before or after this Act comes into force.

Qualified Privilege

4 A qualified privilege that applies in respect of an oral or written communication on a matter of public interest between two or more persons who have a direct interest in the matter applies regardless of whether the communication is witnessed or reported on by media representatives or other persons.

Application to court

- 5 (1) In a proceeding, a person may apply for a judgment dismissing a proceeding on the basis that
- (a) the proceeding arises from an expression made by the applicant, and
 - (b) the expression relates to a matter of public interest.

⁴ I’ve changed the font of this defn from Times to TimesNewRoman

⁵ Add space and remove bold from “5” here and defn of “respondent” below.

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Certification authority

168.79 ¹¹~~For the purposes of this Act and the *Property Transfer Tax Act*, For the purposes of this Act, the *Land Owner Transparency Act* and the *Property Transfer Tax Act*, the~~ director may recognize a person as a certification authority if

- (a) the person has adopted and published a certification practice statement that has been approved by the director, and
- (b) the director is satisfied that
 - (i) the person is capable of administering the certification practice statement, and
 - (ii) subscribers named in certificates issued by the person are required to observe and comply with the certification practice statement.

Certification practice statement

168.8 A certification practice statement must contain

- (a) the policies, practices and procedures to be used by a certification authority in
 - (i) issuing, administering, suspending and revoking a certificate,
 - (ii) providing access to the information contained in a certificate, and
 - (iii) establishing and maintaining the security and validity of electronic signatures of subscribers, and
- (b) other provisions that the director considers necessary, including provisions relating to the form and content of certificates and provisions to ensure
 - (i) that an electronic signature is unique to a specific subscriber,
 - (ii) that a subscriber named in a certificate is eligible to be a subscriber under the requirements established by the director, and
 - (iii) the security of the electronic filing system ¹²~~contemplated by this Part~~contemplated by this Part, the *Land Owner Transparency Act* and the *Property Transfer Tax Act*.

Warranties of certification authorities

168.81 (1) The issuance of a certificate by a certification authority constitutes a warranty by the certification authority of the following matters:

- (a) the information contained in the certificate is, to the knowledge of the certification authority, true;
- (b) the certificate was issued in accordance with the certification practice statement;

11. LOTA Bill subst text

12. LOTA Bill subst text

(b) inside the South Coast British Columbia transportation service region, that purchaser is deemed to be a purchaser liable to pay tax under subsection (1) (b), (c) and (d).

(1.11) A purchaser of gasoline in a sale to which section 1.1 (2) (a) to (c) applies must pay to the government, ¹~~on or before the 15th day of the month following the month in which the gasoline is purchased, at the prescribed time and in the prescribed manner,~~ the tax under subsection (1) of this section.

(1.2) Subject to subsection (1.3), in addition to the tax payable under subsection (1), a licensed carrier who purchases gasoline in British Columbia must pay to the government, at the time of purchase, tax on the gasoline at a rate that is equal to the rate per litre, applicable for the period in which the gasoline is purchased, set out opposite the item “Gasoline” in column 2 of the Table in Schedule 1 of the *Carbon Tax Act*.

(1.3) A licensed carrier who purchases gasoline in a sale to which section 1.1 (2) (a) to (c) applies must pay to the government, on or before the last day of the month following the end of the calendar quarter in which the gasoline is purchased, the tax under subsection (1.2) of this section.

(2) A licensed carrier who uses in British Columbia gasoline on which tax is not otherwise payable under subsection (1) must pay to the government, on or before the last day of the month following the end of the calendar quarter in which the fuel was used, tax on that fuel at the rate established under subsection (1) (a).

(2.1) A licensed carrier who uses in British Columbia gasoline on which tax is not otherwise payable under subsection (1.2) must pay to the government, on or before the last day of the month following the end of the calendar quarter in which the gasoline was used, tax on that gasoline at the rate established under that subsection.

(3) A person who uses in British Columbia gasoline on which tax is not otherwise payable under this section must pay to the government, ²~~on or before the 15th day of the month following the month in which the gasoline is used, at the prescribed time and in the prescribed manner,~~ tax on the gasoline at the rate set by subsection (1) (a).

Tax on coloured fuel

5 (1) Subject to section 5.1 and subsection (1.1) of this section, a purchaser of coloured fuel must pay to the government, at the time of purchase, tax on the fuel at the rate of 3¢ per litre.

(1.1) A purchaser of coloured fuel in a sale to which section 1.1 (2) (a) to (c) applies must pay to the government, ³~~on or before the 15th day of the month following~~

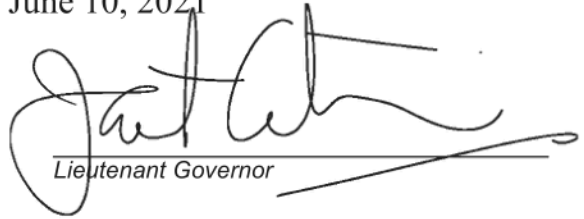
1. [Finance SAA 2016 substs text](#)

2. [Finance SAA 2016 substs text](#)

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 334

, Approved and Ordered June 10, 2021


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the Timber Harvesting Contract and Subcontract Regulation, B.C. Reg. 22/96, is amended as set out in the attached Appendix.

Note how the highlighted text shows in the regulations index, showing that B.C. Reg. 129/2021 amended B.C. Reg. 22/96, a regulation under the Forest Act. (The next page shows what is being amended, but that is not relevant to the index.)

DEPOSITED

June 10, 2021

B.C. REG. 149/2021


Minister of Lands, Forests, Natural Resource
Operations and Rural Development


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Forest Act*, R.S.B.C. 1996, c. 157, ss. 155, 157, 157.2, 159 and 161

Other: *O.C. 86/96*

R10478524

Consolidating: See the amendments here, and on the following two pages, where the documents analyst would find and replace the text as instructed.

APPENDIX

- 1 Section 1 of the Timber Harvesting Contract and Subcontract Regulation, B.C. Reg. 22/96, is amended***
 - (a) in the definition of “peer” by striking out “timber harvesting operations” and substituting “timber harvesting services” and by striking out “section 25 (5)” and substituting “section 25.01 (4)”, and***
 - (b) by repealing the definition of “rate proposal”.***

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION

Part 1 – Interpretation, Application and Notice

“fibre basket agreement” means an agreement entered into by a licence holder and one or more contractors under section 16;

“forestry revitalization proposal” means a proposal made under Part 5, Division 5.1 that

- (a) changes the licence to which a replaceable contract pertains,
- (b) varies the amount of work specified in a replaceable contract pertaining to a licence held by the licence holder making the proposal, or
- (c) terminates a replaceable contract pertaining to a licence held by the licence holder making the proposal

and includes any amended proposal made under sections 33.43 (1), 33.5 (5) or 33.51 (4);

“full contract” means a contract under which a person under contract agrees with the holder of a licence referred to in the definition of “contractor clause” to carry out some or all of the phases of a timber harvesting operation if they constitute a substantial proportion of a timber harvesting operation;

“interior area” means an area of British Columbia that is not in the coastal area;

“licence” means an agreement entered into under Part 3 of the *Forest Act*;

“logging access road” means a road referred to in section 110 (2) (a) (i) of the *Forest Act*;

“market contract” or **“market subcontract”** means a contract or subcontract in which the remuneration payable to the contractor or subcontractor is determined in whole or in part with reference to the market value of the timber harvested;

“original replaceable contract” means, for the purposes of Part 5, Division 5.2, the replaceable contract in effect between a licence holder and a contractor immediately prior to a licence transfer or to the amendment or replacement of a licence;

“peer” means an individual who is familiar with, and has operational experience with, timber harvesting operations similar to those at issue in a rate dispute, appointed under section 25 (5);

“person under contract” means, for the purposes of Part 6 of this regulation and sections 14 (g) and 35 (1) (j) of the Act, a person who has a contract to provide timber harvesting services under a full contract or a phase contract with the holder of

- (a) a replaceable tree farm licence that requires timber to be harvested by a person under contract with the holder of the licence, or
- (b) a replaceable forest licence under which the minister has required that a portion of the timber harvested under the licence be harvested by contractors

but does not include

- (c) a person who is a holder of the licence referred to in paragraph (a) or (b),

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION

Part 1 – Interpretation, Application and Notice

G is the actual volume of timber harvested by the contractor in the calendar years 2001 through 2003 using that particular harvesting system,

H is the total volume of timber harvested under the licence, or licences in a fibre basket agreement, to which the contract pertains in the calendar years 2001 through 2003, and

I is the allowable annual cut of the licence, or licences in a fibre basket agreement, to which the contract pertains;

(f) if the contract is

- (i) for part of a phase,
- (ii) for a phase that is not listed in paragraph (a) or (b),
- (iii) a dedicated phase contract, or
- (iv) a contract not described in paragraph (c), (d) or (e),

the phase contribution amount is an amount that reflects the amount of work to be performed under the contract relative to the total amount of work to be performed under all phases of timber harvesting operations under the licence, or the licences in a fibre basket agreement, to which the contract pertains, determined in a manner consistent with the approach in paragraphs (c), (d) and (e);

(g) if the contract allocates work with reference to a seniority system, the amount of work attributable to each position in the seniority system is

$$M/N$$

where

M is the amount of work for all positions in the seniority system determined in accordance with paragraphs (c), (d), (e) or (f), as the case may be, and

N is the number of positions in the seniority system;

“prior timber harvesting services” means similar timber harvesting services provided by a contractor to a licence holder before the provision of timber harvesting services in respect of which a rate dispute has arisen;

“rate dispute” means a dispute that arises when the parties to a replaceable contract or a replaceable subcontract are unable to agree upon the amount to be paid for the timber harvesting services to be provided thereunder;

“rate proposal” means a notice in writing from a licence holder to a contractor with a replaceable contract describing all of the following:

- (a) the specific services the licence holder requires the contractor to perform under the replaceable contract;
- (b) the replaceable contract in respect of which the proposal is being made;
- (c) the rate that the licence holder proposes to pay the contractor for those services;

B.C. Regulations
Bulletin 11 — March 23, 2021
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Balanced Budget and Ministerial Accountability Act			
Treasury Board	Enacts Minister of State for Child Care Expected Results for the 2021/2022 Fiscal Year Regulation	80/2021	March 17, 2021
Treasury Board	Enacts Minister of State for Infrastructure Expected Results for the 2020/2021 Fiscal Year Regulation	81/2021	March 17, 2021
Treasury Board	Enacts Minister of State for Infrastructure Expected Results for the 2021/2022 Fiscal Year Regulation	82/2021	March 17, 2021
Treasury Board	Enacts Minister of State for Lands and Natural Resource Operations Expected Results for the 2020/2021 Fiscal Year Regulation	83/2021	March 17, 2021
Treasury Board	Enacts Minister of State for Lands and Natural Resource Operations Expected Results for the 2021/2022 Fiscal Year Regulation	84/2021	March 17, 2021
Treasury Board	Enacts Minister of State for Trade Expected Results for the 2021/2022 Fiscal Year Regulation	85/2021	March 17, 2021
British Columbia Transit Act			
Victoria Regional Transit Commission	Enacts Victoria Regional Transit Commission Regulation No. 42-2021, effective March 31, 2021	87/2021	March 18, 2021
Destination BC Corp. Act			
M120/2021	Repeals B.C. Reg. 135/2013 – Transfer to Destination BC Corp. Regulation	86/2021	March 17, 2021
Emergency Intervention Disclosure Act			
174/2021	Amends B.C. Reg. 33/2013 – Emergency Intervention Disclosure Regulation	89/2021	March 22, 2021
Employment Standards Act			
174/2021	Amends B.C. Reg. 396/95 – Employment Standards Regulation	89/2021	March 22, 2021
Miscellaneous Statutes Amendment Act (No. 2), 2019			
184/2021	S.B.C. 2019, c. 36 – see Acts in Force	90/2021	March 23, 2021

Motor Vehicle Act			
184/2021	Enacts Electric Kick Scooter Pilot Project Regulation, effective April 5, 2021	90/2021	March 23, 2021
Offence Act			
183/2021	Amends B.C. Reg. 89/97 – Violation Ticket Administration and Fines Regulation, effective April 5, 2021	91/2021	March 23, 2021
Utilities Commission Act			
172/2021	Amends B.C. Reg. 24/2019 – Direction No. 8 to the British Columbia Utilities Commission	88/2021	March 22, 2021
Workers Compensation Act			
174/2021	Amends B.C. Regs. 125/2009 – Firefighters’ Occupational Disease Regulation 136/2018 – Mental Disorder Presumption Regulation 164/2015 – Time Period for Review Regulation 321/2002 – Workers Compensation Act Appeal Regulation	89/2021	March 22, 2021
Acts in Force			
184/2021	<i>Miscellaneous Statutes Amendment Act (No. 2)</i> , 2019, S.B.C. 2019, c. 36 – sections 106, 109 (a) and 110 to 112; section 113, except as it enacts section 210 (3.2) (c) of the <i>Motor Vehicle Act</i> , R.S.B.C. 1996, c. 318; and sections 115 and 117 in force April 5, 2021	90/2021	March 23, 2021

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[other relevant Act: <i>Land Act</i>]						
amendments	124/2018	152/2020				
Advertising, Deposits, Disposition and Extension Regulation, 55/2006						
amendments	66/2006	318/2006	255/2007	294/2007	381/2008	210/2009
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Allowable Annual Cut Administration Regulation, 69/2009						
amendments	348/2010	104/2011	23/2013	150/2015	181/2016	101/2018
Allowable Annual Cut Partition Regulation, 32/2011						
amendments	237/2017					
Annual Rent Regulation, 122/2003						
amendments	104/2011	190/2014				
BC Timber Sales Account Regulation, 9/2014						
BC Timber Sales Regulation, 381/2008						
amendments	152/2012	278/2012	251/2014	92/2017	37/2019	175/2019
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Christmas Tree Regulation, 166/2000						
amendments	133/2011					
Community Tenures Regulation, 352/2004						
amendments	255/2007	210/2009	104/2011	211/2015	101/2018	
Cut Control Regulation, 578/2004						
amendments	148/2005	353/2005	354/2006	359/2006	207/2007	254/2007
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Cutting Permit Postponement Regulation, 284/2007						
amendments	234/2008	112/2016				
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amendments	323/96	83/97	293/2002	123/2003	291/2003	278/2004
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This table is provided for convenience. While every effort is made to achieve accuracy, only the statutes are authoritative. Legal opinion should be sought if interpretation is required.

Access to Abortion Services Act – RS1996, c. 1

Access to Education Act – 2001, c. 1 *[repealed by 2002-22-1 eff 2002]*

Accountants (Certified General) Act – RS1996, c. 2

Changes in Force			
Section	Change	Citation	Effective date
Act	rep.....	2015-1-84(a).....	24 Jun 2015 (BC Reg 114/2015)

Accountants (Chartered) Act – RS1996, c. 3

Changes in Force			
Section	Change	Citation	Effective date
Act	rep.....	2015-1-84(b).....	24 Jun 2015 (BC Reg 114/2015)

Accountants (Management) Act – RS1996, c. 4

Changes in Force			
Section	Change	Citation	Effective date
Act	rep.....	2015-1-84(c).....	24 Jun 2015 (BC Reg 114/2015)

Acting Information and Privacy Commissioner Continuation Act – 2017, c. 9

Changes in Force			
Section	Change	Citation	Effective date
Act	rep.....	2017-9-2.....	31 Mar 2018
1.....	en.....	2017-9-1.....	22 Jun 2017 [retro from 5 Oct 2017 (RA)]
2.....	en.....	2017-9-2.....	5 Oct 2017 (RA)

Acting Police Complaint Commissioner Continuation Act – 2002, c. 67 *[repealed by 2002-67-2 eff 2003]*

Administrative Tribunals Act – 2004, c. 45

Changes Not in Force			
Section	Change	Citation	Into force
161.....	en.....	2004-45-161 [conseq].....	by reg
162.....	en.....	2004-45-162 [conseq].....	by reg

Coal Act — RS1996, c. 51 *[repealed by 2004-15-33 eff 2004]*

Coal Act — 2004, c. 15

Changes Not in Force

Section	Change	Citation	Into force
29.....	rep.....	2004-15-29(5).....	on a date set by reg

Coalbed Gas Act — 2003, c. 18

Coastal Ferry Act — 2003, c. 14

Changes in Force

Section	Change	Citation	Effective date
42.....	am.....	2018-39-5.....	31 Oct 2018 (RA)
45.3.....	rep.....	2011-10-5.....	1 Apr 2016
53.1.....	rep.....	2011-10-5.....	1 Apr 2016
63.1.....	rep.....	2011-10-5.....	1 Apr 2016
74.....	am.....	2015-27-29.....	10 May 2016 (BC Reg 109/2016)

Coastal Forest Industry Dispute Settlement Act — 2003, c. 103

Changes by Reg

Act may be rep by reg under 2003-103-12

Changes in Force

Section	Change	Citation	Effective date
Act	rep.....	BC Reg 55/2017 under 2003-103-12.....	1 Mar 2017 (BC Reg 55/2017)

College and Institute Act — RS1996, c. 52

Changes in Force

Section	Change	Citation	Effective date
1.....	am.....	2015-18-292.....	28 Nov 2016 (BC Reg 216/2015)
	am.....	2015-42-1.....	19 Dec 2016 (BC Reg 320/2016)
	am.....	2015-42-2.....	17 Nov 2015 (RA)
19.....	am.....	2015-42-3.....	19 Dec 2016 (BC Reg 320/2016)
21.....	am.....	2015-42-4.....	19 Dec 2016 (BC Reg 320/2016)
	am.....	2015-18-293.....	28 Nov 2016 (BC Reg 216/2015)
50.....	am.....	2018-23-1.....	31 May 2018 (RA)
59.....	am.....	2018-36-1.....	31 Oct 2018 (RA)
64.....	re-en	2016-23-9.....	19 May 2017 [1 year after 19 May 2016 (RA)]
68.....	re-en	2015-42-5.....	19 Dec 2016 (BC Reg 320/2016)

College of Applied Biology Act — 2002, c. 68

Changes Not in Force

Section	Change	Citation	Into force
Act	rep.....	2018-47-132.....	by reg

Changes in Force

Section	Change	Citation	Effective date
1.....	am.....	2016-5-41,Sch 3.....	10 Mar 2016 (RA)
Part 3 Div 2 hdg	re-en	2016-5-6.....	10 Mar 2016 (RA)
14, 15.....	am.....	2016-5-41,Sch 3.....	10 Mar 2016 (RA)
25.....	am.....	BC Reg 262/2014 under RS1996-440-12.....	22 Dec 2014 (BC Reg 262/2014), continued by 2015-23-42 eff 14 May 2015 (RA)
27, 39.....	am.....	2016-5-41,Sch 3.....	10 Mar 2016 (RA)

Columbia Basin Trust Act — RS1996, c. 53

Changes by Reg

s. 1 may be am by reg under RS1996-53-31(2) ⁹⁵

Columbia Bible College Act — 1987, c. 33

Changes Not in Force

Section	Change	Citation	Into force
4.1.....	en.....	2012-7-21.....	by reg

24.1.....	am.....	2018-49-85.....	251/2018) by reg
<25.....	am.....	2003-47-45(a),(c),(d)>.....	rep by 2004-45-190 eff 3 Dec 2018 (BC Reg 251/2018)
28.....	am.....	2011-24-12.....	by reg
Changes in Force			
Section	Change	Citation	Effective date
1.....	am.....	2015-18-329.....	28 Nov 2016 (BC Reg 216/2015)
24.1.....	am.....	2015-10-138.....	18 Dec 2015 (BC Reg 240/2015) ²⁷⁸
	am.....	2018-36-6.....	31 Oct 2018 (RA)
24.2.....	re-en	2015-10-139.....	18 Dec 2015 (BC Reg 240/2015)

Metal Dealers and Recyclers Act — 2011, c. 22**Milk Industry Act — RS1996, c. 289***Changes by Reg**Act may be rep by reg under 2002-28-24 [not in force]**Changes Not in Force*

Section	Change	Citation	Into force
1.....	am.....	1997-9-1(a)(part),(b),(c).....	by reg ²⁷⁹
		1997-9-1(a)(part),(b),(c) rep by 2002-28-30 [not in force]	
	am.....	2018-36-4.....	by reg
2.....	am.....	1997-9-2.....	by reg
		1997-9-2 rep by 2002-28-30 [not in force]	
3.....	re-en	1997-9-3.....	by reg
		1997-9-3 rep by 2002-28-30 [not in force]	
4.....	re-en	1997-9-3.....	by reg
		1997-9-3 rep by 2002-28-30 [not in force]	
5.....	rep.....	1997-9-3.....	by reg
		1997-9-3 rep by 2002-28-30 [not in force]	
7.....	re-en	1997-9-4.....	by reg
		1997-9-4 am by 2007-14-212,Sch eff 1 Dec 2007 (BC Reg 354/2007)	
		1997-9-4 rep by 2002-28-30 [not in force]	
8.....	am.....	1997-9-5.....	by reg
		1997-9-5 rep by 2002-28-30 [not in force]	
9	rep.....	1997-9-6.....	by reg
		1997-9-6 rep by 2002-28-30 [not in force]	
10.....	rep.....	1997-9-6.....	by reg
		1997-9-7 rep by 2002-28-30 [not in force]	
11, 14 to 18.....	rep.....	1997-9-6.....	by reg
		1997-9-7 rep by 2002-28-30 [not in force]	
20.....	rep.....	1997-9-8.....	by reg
		1997-9-8 rep by 2002-28-30 [not in force]	
20.1.....	en.....	1998-11-6.....	by reg
		1998-11-6 rep by 2002-28-31 [not in force]	
25.....	re-en	1997-9-12.....	by reg
		1997-9-12 rep by 2002-28-30 [not in force]	
26 to 29.....	rep.....	1997-9-13.....	by reg
		1997-9-13 rep by 2002-28-30 [not in force]	
30.....	am.....	1997-9-14.....	by reg
		1997-9-14 rep by 2002-28-30 [not in force]	
32.....	am.....	1997-9-16.....	by reg
		1997-9-16 rep by 2002-28-30 [not in force]	
33.....	am.....	1997-9-17.....	by reg
		1997-9-17 rep by 2002-28-30 [not in force]	
37.....	am.....	1997-9-18.....	by reg
		1997-9-18 rep by 2002-28-30 [not in force]	
38.....	re-en	1997-9-19.....	by reg
		1997-9-19 rep by 2002-28-30 [not in force]	
39.....	rep.....	1997-9-20.....	by reg
		1997-9-20 rep by 2002-28-30 [not in force]	

<1997-21-29 to 32 [conseq] rep by 2004-56-13 [not in force]> rep by 2014-15-218 eff 29 Feb 2016 (BC Reg 35/2016)			
<35..... en.....	1997-21-35 [conseq]>	rep by 2014-15-166 eff 29 Feb 2016 (BC Reg 35/2016)	
<1997-21-35 [conseq] rep by 2004-56-13 [not in force]> rep by 2014-15-218 eff 29 Feb 2016 (BC Reg 35/2016)			
1997-21-35 [conseq] am by 2011-27-21 eff 24 Nov 2011 (RA)			
<36..... en.....	1997-21-36>	rep by 2014-15-166 eff 29 Feb 2016 (BC Reg 35/2016) ³⁷⁶	

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Section	Change	Citation	Effective date
title.....	re-en	2014-15-162.....	29 Feb 2016 (BC Reg 35/2016) ³⁷⁷
1.....	re-en	2014-15-163.....	29 Feb 2016 (BC Reg 35/2016)
2 to 4.....	rep.....	2014-15-163.....	29 Feb 2016 (BC Reg 35/2016)
6, 7.....	rep.....	2014-15-163.....	29 Feb 2016 (BC Reg 35/2016)
9.....	rep.....	2014-15-163.....	29 Feb 2016 (BC Reg 35/2016)
12.....	am.....	2014-15-164.....	29 Feb 2016 (BC Reg 35/2016)
	am.....	RS2015-1-RevSch	1 Jan 2016 [coming into force of RS2015-1]
13.....	re-en	2014-15-165.....	29 Feb 2016 (BC Reg 35/2016)

Riverbank Protection Act – RS1996, c. 408 [repealed by 2003-45-32 eff 2003]

Royal Roads University Act – RS1996, c. 409

Changes in Force

Section	Change	Citation	Effective date
5.1.....	rep.....	2018-36-2.....	31 Oct 2018 (RA)

Ryerson College Act, 1912 – 1912, c. 56 [repealed by 2010-3-9(d) eff 2010]

Safe Streets Act – 2004, c. 75

Safety Authority Act – 2003, c. 38

Changes by Reg

Part 8 is rep by reg under 2003-38-36(2) ³⁷⁸

Changes in Force

Section	Change	Citation	Effective date
2.....	am.....	2015-27-54.....	10 May 2016 (BC Reg 109/2016)
10.....	am.....	2015-18-350.....	14 May 2015 (RA)
30.....	am.....	2018-23-30.....	31 May 2018 (RA)
35.....	am.....	2016-5-32.....	10 Mar 2016 (RA)

Safety Standards Act – 2003, c. 39

Changes Not in Force

Section	Change	Citation	Into force
91.1.....	rep.....	2003-39-91.1(4).....	on a date set by reg ³⁷⁹

Changes in Force

Section	Change	Citation	Effective date
1.....	am.....	2016-17-1.....	7 Nov 2016 (BC Reg 250/2016)
3.....	re-en	2016-17-2.....	7 Nov 2016 (BC Reg 250/2016)
8.....	re-en	2018-36-31.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
15.....	am.....	2018-36-32.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
18.....	am.....	2018-36-33.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
18.1.....	en.....	2018-36-34.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)] ³⁸⁰
19.5.....	en.....	2018-36-35.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)] ³⁸¹
20, 21.....	re-en	2018-36-35.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
23.....	am.....	2018-36-36.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
26.....	am.....	2018-36-37.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
31.....	am.....	2018-36-38.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]
43.....	am.....	2015-10-184.....	18 Dec 2015 (BC Reg 240/2015)
44.....	re-en	2015-10-185.....	18 Dec 2015 (BC Reg 240/2015)
	am.....	2018-36-43.....	30 Nov 2018 [30 days after 31 Oct 2018 (RA)]

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- ☐ Quarterly Regulations index

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Forest Act

**TIMBER HARVESTING CONTRACT
AND SUBCONTRACT REGULATION**

[includes amendments up to B.C. Reg. 137/2014, June 30, 2014]

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SCHEDULES 1 TO 22**PART 1 – INTERPRETATION, APPLICATION AND NOTICE****Interpretation****1** (1) In this regulation:

“**AAC**” means allowable annual cut;

“**AAC reduction criteria**” means each of the following factors:

- (a) achieving a contractor configuration that optimizes the effective utilization of capital within all timber harvesting operations carried out under all licences included by a licence holder in an AAC reduction proposal or a forestry revitalization proposal;
- (b) achieving a contractor configuration that optimizes the efficiency of all timber harvesting operations carried out under all licences included in an AAC reduction proposal or a forestry revitalization proposal by a licence holder;
- (c) the demonstrated historical operational effectiveness, ability to carry out timber harvesting operations and compliance with safety, environmental and other applicable laws of each contractor with a replaceable contract pertaining to any licences held by a licence holder;
- (d) minimizing the overall need for geographic relocation by contractors and company operations to operating areas different than those they have traditionally operated in;

“**AAC reduction proposal**” means a proposal made under Part 5 Division 5 that the amount of work specified in a replaceable contract be varied or a proposal that a replaceable contract be terminated;

“**Act**” means the *Forest Act*;

“**amount of work compliance period**” when used in relation to a licence means

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- (a) a 5 year period commencing on the date of the commencement of the cut control period of that licence in effect on January 1, 2004,
- (b) any consecutive 5 year period commencing at the end of the prior amount of work compliance period, or
- (c) any other period of time agreed to by the parties to a replaceable contract;

“amount of work dispute” means a dispute between a licence holder and a contractor with respect to the amount of work to be specified in a replaceable contract as required by sections 17, 18 and 19;

“amount of work proposal” means a proposal made in respect of an amount of work dispute pursuant to section 23 (4) or (10) (d) or (e), in which a licence holder, contractor or union proposes the amount of work to be specified in each of the replaceable contracts entered into by the licence holder with respect to timber harvesting operations that

- (a) are carried out under that licence, and
- (b) may be affected by the disposition of the amount of work dispute;

“coastal area” means the area within

- (a) one or more tree farm licences located in either or both of the South Coast Forest Region or the West Coast Forest Region, as established by the Administrative Boundaries Regulation,
- (b) Tree Farm Licence 41, or
- (c) one or more of the Arrowsmith Timber Supply Area, Fraser Timber Supply Area, Kingcome Timber Supply Area, Mid-Coast Timber Supply Area, North Coast Timber Supply Area, Queen Charlotte Timber Supply Area, Soo Timber Supply Area, Strathcona Timber Supply Area or Sunshine Coast Timber Supply Area;

“company contract operations” means any phase of a licence holder’s timber harvesting operations other than timber harvesting operations carried out either

- (a) by employees of the licence holder, or
- (b) under a replaceable contract;

“company operations” means any phase of a licence holder’s timber harvesting operations carried out by employees of the licence holder;

“contract” and **“subcontract”** mean a contract or a subcontract, as defined in section 152 of the Act, if

- (a) the contract or subcontract provides that the contractor or subcontractor will carry out one or more phases of a licence holder’s timber harvesting operation under
 - (i) a replaceable tree farm licence,
 - (ii) a replaceable forest licence,

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- (iii) a non-replaceable forest licence under which the total volume of timber to be sold under the licence, when divided by the original term of the licence in years, is more than 10 000 m³, or
- (iv) a timber licence under which the total net volume of merchantable timber remaining at the time the contract is entered into is more than 30 000 m³, and
- (b) one or more of the following applies:
 - (i) the contract or subcontract is for a specified term of more than 6 months;
 - (ii) the total specified terms of
 - (A) the contract or subcontract, and
 - (B) any previous contract or subcontract entered into during the same calendar year in relation to the same licenceis more than 6 months;
 - (iii) during a calendar year, the total of
 - (A) the work performed by the contractor or subcontractor under the contract or subcontract, and
 - (B) similar work performed by the contractor or subcontractor under previous contracts in relation to the same licenceis more than the equivalent of 6 months full time work for a contractor or subcontractor performing similar work in similar circumstances

and includes a market contract or market subcontract;

“contractor” has a meaning that corresponds to “contract”;

“contractor clause” means a provision in

- (a) a replaceable tree farm licence that requires timber to be harvested by a person under contract with the holder of the licence, or
- (b) a replaceable forest licence under which the minister has required that a portion of the timber harvested under the licence be harvested by contractors;

“dedicated phase contract” means a replaceable contract that

- (a) pertains to a licence for the coastal area, and
- (b) contains an agreement by the contractor to perform all or part of one or more phases of a timber harvesting operation that are required with respect to
 - (i) the work carried out under another specified replaceable contract entered into by the licence holder with respect to timber harvesting operations carried out under the licence, or
 - (ii) the timber harvesting operations carried out by a specified company operation;

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“fibre basket agreement” means an agreement entered into by a licence holder and one or more contractors under section 16;

“forestry revitalization proposal” means a proposal made under Part 5, Division 5.1 that

- (a) changes the licence to which a replaceable contract pertains,
- (b) varies the amount of work specified in a replaceable contract pertaining to a licence held by the licence holder making the proposal, or
- (c) terminates a replaceable contract pertaining to a licence held by the licence holder making the proposal

and includes any amended proposal made under sections 33.43 (1), 33.5 (5) or 33.51 (4);

“full contract” means a contract under which a person under contract agrees with the holder of a licence referred to in the definition of “contractor clause” to carry out some or all of the phases of a timber harvesting operation if they constitute a substantial proportion of a timber harvesting operation;

“interior area” means an area of British Columbia that is not in the coastal area;

“licence” means an agreement entered into under Part 3 of the *Forest Act*;

“logging access road” means a road referred to in section 110 (2) (a) (i) of the *Forest Act*;

“market contract” or **“market subcontract”** means a contract or subcontract in which the remuneration payable to the contractor or subcontractor is determined in whole or in part with reference to the market value of the timber harvested;

“original replaceable contract” means, for the purposes of Part 5, Division 5.2, the replaceable contract in effect between a licence holder and a contractor immediately prior to a licence transfer or to the amendment or replacement of a licence;

“peer” means an individual who is familiar with, and has operational experience with, timber harvesting operations similar to those at issue in a rate dispute, appointed under section 25 (5);

“person under contract” means, for the purposes of Part 6 of this regulation and sections 14 (g) and 35 (1) (j) of the Act, a person who has a contract to provide timber harvesting services under a full contract or a phase contract with the holder of

- (a) a replaceable tree farm licence that requires timber to be harvested by a person under contract with the holder of the licence, or
- (b) a replaceable forest licence under which the minister has required that a portion of the timber harvested under the licence be harvested by contractors

but does not include

- (c) a person who is a holder of the licence referred to in paragraph (a) or (b),

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- (d) a corporation in which more than 10% of the outstanding voting shares are beneficially owned, directly or indirectly
- (i) by a person who is a holder of the licence referred to in paragraph (a) or (b), or
 - (ii) by a person who is the beneficial owner of more than 10% of the outstanding voting shares of a corporation that is the holder of a licence referred to in paragraph (a) or (b), or
- (e) a person who is the beneficial owner, directly or indirectly, of more than 10% of the outstanding voting shares of a corporation that is the holder of a licence referred to in paragraph (a) or (b);

“phase”, when used in relation to a timber harvesting operation, means felling, bucking, yarding, skidding, processing, decking, loading, hauling, unloading, non-mill or non-custom dryland sorting or booming, logging road construction, logging road maintenance including temporary road deactivation, logging access road construction and any other phases or combinations or components of them that are aspects of a timber harvesting operation under a licence, but does not include catering, cruising, forest engineering, semi-permanent or permanent road deactivation, towing, barging, mill or custom dryland sorting or booming, reforestation, scaling, equipment rental, equipment maintenance or providing support services relating to timber harvesting;

“phase contract” means a contract in which a person under contract agrees with the holder of a licence referred to in the definition of “contractor clause” to carry out one or more phases of a timber harvesting operation, but does not include a full contract;

“phase contribution amount” means the amount of work to be performed annually under a timber harvesting contract expressed in cubic metres per year, having regard to the tables in paragraphs (a) and (b) and determined in accordance with paragraph (c), (d), (e), (f) or (g):

- (a) for the coastal area, the relative portion of a timber harvesting operation attributed to each phase of the operation, is as set forth in the following table:

Falling and Bucking	13%
Yarding, Skidding or Forwarding	32%
Loading	5%
Hauling	15%
Dumping, Sorting and Booming	10%
Road Construction	20%
Road Maintenance	5%
Total All Phases	100%

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- (b) for the interior area, the relative portion of a timber harvesting operation attributable to each phase of the operation, is as set forth in the following table:

Bunching	20%
Processing	25%
Yarding or Skidding	13%
Loading	9%
Hauling	19%
Miscellaneous (sorting, brush piling and others)	7%
Road Construction	7%
Total All Phases	100%

- (c) if the contract expresses the amount of work as a percentage of the total amount of that type of work to be performed in a year, the phase contribution amount is

$$A \times B \times C$$

where

A is the percentage of work expressed in the contract reduced to a fraction,

B is the aggregate of the percentages shown in the table in paragraph (a) or paragraph (b) for the phases to be performed under the contract, reduced to a fraction, and

C is the allowable annual cut of the licence, or licences in a fibre basket agreement, to which the contract pertains;

- (d) if the contract expresses the amount of work as a fixed volume of timber to be handled in a year, the phase contribution amount is

$$D \times E$$

where

D is the aggregate of the percentages shown in the table in paragraph (a) or paragraph (b) for the phases to be performed under the contract, reduced to a fraction, and

E is the fixed volume, expressed in the contract in cubic meters of timber;

- (e) if the contract expresses amount of work as a percentage of work to be provided using a specified harvesting system, the phase contribution amount is

$$F \times G / H \times I$$

where

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F is the percentage of work expressed in the contract, reduced to a fraction,

G is the actual volume of timber harvested by the contractor in the calendar years 2001 through 2003 using that particular harvesting system,

H is the total volume of timber harvested under the licence, or licences in a fibre basket agreement, to which the contract pertains in the calendar years 2001 through 2003, and

I is the allowable annual cut of the licence, or licences in a fibre basket agreement, to which the contract pertains;

(f) if the contract is

(i) for part of a phase,

(ii) for a phase that is not listed in paragraph (a) or (b),

(iii) a dedicated phase contract, or

(iv) a contract not described in paragraph (c), (d) or (e),

the phase contribution amount is an amount that reflects the amount of work to be performed under the contract relative to the total amount of work to be performed under all phases of timber harvesting operations under the licence, or the licences in a fibre basket agreement, to which the contract pertains, determined in a manner consistent with the approach in paragraphs (c), (d) and (e);

(g) if the contract allocates work with reference to a seniority system, the amount of work attributable to each position in the seniority system is

$$M/N$$

where

M is the amount of work for all positions in the seniority system determined in accordance with paragraphs (c), (d), (e) or (f), as the case may be, and

N is the number of positions in the seniority system;

“prior timber harvesting services” means similar timber harvesting services provided by a contractor to a licence holder before the provision of timber harvesting services in respect of which a rate dispute has arisen;

“rate dispute” means a dispute that arises when the parties to a replaceable contract or a replaceable subcontract are unable to agree upon the amount to be paid for the timber harvesting services to be provided thereunder;

“rate proposal” means a notice in writing from a licence holder to a contractor with a replaceable contract describing all of the following:

(a) the specific services the licence holder requires the contractor to perform under the replaceable contract;

(b) the replaceable contract in respect of which the proposal is being made;

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- (c) the rate that the licence holder proposes to pay the contractor for those services;
- (d) the estimated quantity of work the licence holder requires the contractor to perform at the proposed rate;
- (e) the location where services are to be provided;
- (f) the projected start date and completion date for the services;
- (g) any other information that is not otherwise available to the contractor, that is in the possession of the licence holder and that is reasonably necessary for the contractor to assess the proposed rate;

“registered arbitrator” means a person registered as an arbitrator in the Register of Timber Harvesting Contract and Subcontract Mediators and Arbitrators established by the minister under section 156 of the Act;

“registered mediator” means a person registered as a mediator in the Register of Timber Harvesting Contract and Subcontract Mediators and Arbitrators established by the minister under section 156 of the Act;

“Schedule” means a Schedule to this regulation;

“seniority system” means a system for allocating work that describes the sequence in which contractors, or contractors and company operations, will be called upon by a licence holder to provide services that are required from time to time in respect of timber harvesting operations carried out under the licence;

“subcontractor” has a meaning that corresponds to “subcontract”;

“substantial proportion of a timber harvesting operation” means

- (a) a proportion in which the total cost of the phases, as estimated in the stumpage rate determination plus any credit to stumpage for logging access road construction handled under the contract, constitute at least 65% of the total cost of all the estimated phases of a timber harvesting operation within the area covered by the contract, and
- (b) for the interior area, also means any contract that includes all of the following phases:
 - (i) felling;
 - (ii) bucking;
 - (iii) yarding or skidding;
 - (iv) decking;
 - (v) loading other than loading by a self-loading logging truck;

“timber harvesting services” means services provided in respect of one or more phases of a timber harvesting operation;

“union” means a trade union, as defined in the *Labour Relations Code*, that is certified by the Labour Relations Board as the bargaining agent for employees of

- (a) a licence holder engaged in company operations, or

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 1 – Interpretation, Application and Notice

(b) a contractor with a replaceable contract;

“volume independent contract” means, for the purposes of Part 5, a replaceable contract that

- (a) pertains to a licence for the coastal area,
- (b) is not a dedicated phase contract, and
- (c) provides exclusively for work relating to one or more phases, where the amount of work associated with that phase does not depend directly on a volume of timber, and by way of example, may include log hauling, logging road construction, logging access road construction, logging road maintenance and temporary logging road deactivation;

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“volume of timber harvested” means, for the purposes of Part 6, the total volume of timber that is billed to a licence holder under the licence during the calendar year.

(2) If a contract or subcontract is deemed to be amended under section 160 (3) of the Act to include a standard provision prescribed under this regulation, a reference to

- (a) the **“licence holder”** in that standard provision is deemed to refer to the party who holds the licence under which the timber harvesting operation to which the contract pertains derives timber,
- (b) the **“contractor”** in that standard provision is deemed to refer to the party that is the contractor as defined in this section, and
- (c) the **“subcontractor”** in that standard provision is deemed to refer to the party that is the subcontractor as defined in this section,

and **“licence”**, **“contract”** and **“subcontract”** have corresponding meanings.

(3) Any terms defined in the Act and used in this regulation have the meaning given to them in the Act unless otherwise defined in this regulation.

(4) Any terms defined in the Act or in this regulation and used in a Schedule to this regulation or in a provision of a Schedule used in a contract or subcontract pursuant to this regulation have the meaning given to them in the Act or regulation unless otherwise defined in the Schedule.

(5) Where the context requires, a reference to a replaceable contract or replaceable subcontract includes any contract or subcontract that replaces or is replaced by that replaceable contract or replaceable subcontract.

(6) A reference to “arbitrator” includes an arbitration panel where parties to a dispute have agreed to use a 3 person arbitration panel.

(7) For the purposes of paragraph (a) (ii) of the definitions of “replaceable contract” and “replaceable subcontract” in section 152 of the Act, a replacement contract or replacement subcontract is on substantially the same terms and conditions as the contract or subcontract it replaces if the replacement contract or replacement subcontract

- (a) pertains to the same area as the one it replaces, or to a similar area,
- (b) provides the same term as the one it replaces, or for a longer term, expressed as a number of whole years,
- (c) provides for a specified amount of work that is the same as or greater than the amount of work specified in the one it replaces,
- (d) subject to the provisions of section 14, provides for the same type of work as the one it replaces or a similar type,

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION**Part 2 – Written Contracts and Subcontracts Required**

- (e) is a replaceable contract or a replaceable subcontract as the case may be, and
 - (f) subject to any changes in government enactments or policies affecting the licence holder's timber harvesting operations, provides for other operational terms and conditions that on balance are no less favourable to the contractor or subcontractor than those in the contract or subcontract being replaced and non-operational terms and conditions that are not inconsistent with the requirements of this regulation.
- (8) For the purpose of section 158 (1) (d) of the Act, a replacement contract is on substantially the same terms and conditions as the expired or terminated contract that it replaces if the replacement contract
- (a) pertains to the same area as the expired or terminated contract it replaces, or to a similar area,
 - (b) meets the requirements of subsection (7) (b) to (d),
 - (c) is a replaceable contract, and
 - (d) subject to any changes in government regulations or policies affecting the licence holder's timber harvesting operations, provides for other operational terms and conditions that on balance are not less favourable to the contractor than those of the expired or terminated contract that the contract replaces and non-operational terms and conditions that are not inconsistent with the requirements of this regulation.
- (9) Any reference to "regulation" in a Schedule to this regulation, or in a provision of a Schedule used in a contract or subcontract pursuant to this regulation, means this regulation as amended from time to time.

[am. B.C. Regs. 83/97; 293/2002, Sch. B; 123/2003, Sch. 3; 278/2004, s. 2; 524/2004, s. 1; 133/2011, Sch. s. 26; 137/2014, Sch. 6.]

Application

2 This regulation applies to contracts and subcontracts that are

- (a) in force on April 1, 1996, or
- (b) made on or after April 1, 1996.

[en. B.C. Reg. 278/2004, s. 3.]

Giving notice

2.1 If a proposal, notice or other thing is to be delivered or given in this regulation, it must be delivered in accordance with section 8 (13) (b).

[en. B.C. Reg. 278/2004, s. 4.]

PART 2 – WRITTEN CONTRACTS AND SUBCONTRACTS REQUIRED**Contracts and subcontracts must be in writing**

3 (1) Persons entering into a contract or subcontract must do so in writing.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION**Part 3 – Assignability of Contracts and Subcontracts**

- (2) Each of the parties to a contract or subcontract that does not comply with a requirement of this regulation must make reasonable efforts to cause the contract or subcontract to conform to the requirement.
- (3) With the consent of the parties or intended parties to a contract or subcontract, the minister may by order relieve those parties from the application of subsection (1) in respect of their contract, subcontract, intended contract or intended subcontract, until a specified date or generally.

[am. B.C. Reg. 278/2004, s. 5.]

PART 3 – ASSIGNABILITY OF CONTRACTS AND SUBCONTRACTS**Assignability**

- 4 (1) Every replaceable contract must provide that the interests of the contractor are assignable, subject to the consent of the licence holder, and that the consent must not be withheld unreasonably.
- (2) Every replaceable subcontract must provide that the interests of the subcontractor are assignable, subject to the consent of the contractor, and that the consent must not be withheld unreasonably.
- (3) If a licence holder or a contractor withholds consent to an assignment of a contract or subcontract, the onus is on the licence holder or contractor to show that the withholding was reasonable.
- (4) If, 31 or more days after receiving a notice from a contractor or subcontractor requesting consent to the assignment of a contract or subcontract, the licence holder or contractor has not notified the contractor or subcontractor of the reasons for withholding that consent, the licence holder or contractor is deemed to have consented to the assignment.
- (5) A notice from a contractor or subcontractor under subsection (4) must describe the intended assignee of the contract or subcontract.

[am. B.C. Reg. 278/2004, s. 6.]

PART 4 – DISPUTE RESOLUTION**Division 1 – Dispute Resolution Requirements****Mediation and arbitration requirements**

- 5 Every contract or subcontract must provide that all disputes that have arisen or may arise between the parties to the contract or subcontract under or in connection with the contract or subcontract will be referred to mediation and, if not resolved by the parties through mediation, will be referred to arbitration.

Division 2 – Dispute Resolution System**Dispute resolution rules**

- 6** (1) If an arbitration has been commenced under this Part or section 23, 25, 32, 33.1, 33.43, 33.5 or 33.51, the arbitration must be conducted under rules determined by the arbitrator to be most appropriate for conducting the arbitration in a cost effective manner within the time frames allowed, including, without restriction, rules for any
- (a) exchange of documents,
 - (b) discovery of parties,
 - (c) if the dispute is a rate dispute, disclosure of fair market rates by either party under section 25,
 - (d) if the dispute is a rate dispute, capacity for peers to provide information or opinions on fair market rates and on the considerations described in section 26.01 (2),
 - (e) manner in which evidence is to be tendered, including the number of witnesses from each party, the use of affidavit evidence, the use of witness statements and the amount of time each party will have to tender evidence and to examine witnesses, and
 - (f) other matters related to efficient and effective conduct of the arbitration.
- (2) Subject to this Part and to sections 23, 25, 25.2, 32, 33.1, 33.43, 33.5 and 33.51, the *Commercial Arbitration Act* applies to the arbitration of disputes arising under or in connection with a contract or subcontract, and for that purpose the *Commercial Arbitration Act* is adopted as part of the dispute resolution system under this Part 4.
- (3) Except as otherwise provided for in subsection (1) of this section and sections 23, 25, 25.2, 32, 33.1, 33.43, 33.5 and 33.51, the mediation and arbitration of a dispute arising under or in connection with a contract or subcontract will be conducted in accordance with the requirements of section 8.

[en. B.C. Reg. 278/2004, s. 7; am. B.C. Reg. 524/2004, s. 2.]

Registered mediators and arbitrators

- 7** (1) The minister must designate and register in a register to be called the Register of Timber Harvesting Contract and Subcontract Mediators and Arbitrators
- (a) 5 or more registered mediators, and
 - (b) 5 or more registered arbitrators
- who are not licence holders, contractors or subcontractors and whom the minister considers are impartial in disputes between licence holders and contractors or between contractors and subcontractors.
- (2) A person may be designated as both a registered mediator and a registered arbitrator.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 4 – Dispute Resolution

- (3) On request, the minister must provide to whoever makes the request a copy of the Register of Timber Harvesting Contract and Subcontract Mediators and Arbitrators.

[am. B.C. Reg. 133/2011, Sch. s. 27.]

Mediation and arbitration proceedings

- 8** (1) A party to a dispute may commence proceedings under this Division to resolve the dispute by delivering to the other party to the contract or subcontract, and to the Deputy Minister of Forests and Range a notice of dispute specifying the nature of the dispute and requesting mediation and arbitration under this division.
- (2) If the parties have not agreed upon a mediator within 14 days of a notice of dispute being delivered as provided for in subsection (1), a party may by written notice to the other party and to the Deputy Minister of Forests and Range request the Deputy Minister of Forests and Range to appoint a mediator.
- (3) Within 14 days of receiving a request under subsection (2) to appoint a mediator, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered mediator as mediator.
- (4) If a dispute is not resolved by mediation within 14 days of a mediator being agreed upon by the parties or appointed under subsection (3) or upon earlier written notice by the mediator to the parties that the dispute is not likely to be resolved through mediation, a party may commence arbitration proceedings by delivering a notice of arbitration to the other party.
- (5) A party may request the Deputy Minister of Forests and Range to appoint a sole arbitrator if, within 14 days of a notice of arbitration being delivered under subsection (4), either
- (a) the parties have not agreed upon a sole arbitrator, or
 - (b) the parties have agreed that the arbitration be conducted by a 3 person arbitration panel and at least one party has failed to appoint its nominee to the arbitration panel.
- (6) If the nominees of each party to a 3 person panel have not selected a chairperson of the panel within 28 days of the notice of arbitration being delivered, a party may request the Deputy Minister of Forests and Range to appoint a chairperson.
- (7) Within 14 days of receiving a request under subsection (5) or (6) to appoint a sole arbitrator or chairperson, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered arbitrator as sole arbitrator or chairperson.
- (8) Mediation proceedings commenced under this Division must be administered by the mediator and conducted in a manner considered appropriate by the mediator in the circumstances.
- (9) Any recommendation made by a mediator is not binding on the parties.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 4 – Dispute Resolution

- (10) In any subsequent arbitration or other legal proceeding, with respect to an issue in dispute in the mediation,
- (a) no party may call the mediator as a witness,
 - (b) no party may introduce evidence regarding
 - (i) any discussions that took place as part of the mediation between the parties, or between one or more parties and the mediator,
 - (ii) any recommendation for settling the dispute made by the mediator or any party as part of the mediation,
 - (iii) any document prepared as part of the mediation by the mediator or any party to the mediation, and
 - (c) no document that is privileged ceases to be privileged solely as a result of being disclosed to the mediator or to another party during the mediation.
- (11) One or more of the provisions of subsection (10) may be waived any time after the mediation by agreement of all the parties to the mediation.
- (12) Arbitration proceedings commenced under this Division must
- (a) be administered by the arbitrator or a clerk appointed by the arbitrator, unless the parties to the arbitration otherwise agree, and
 - (b) except where inconsistent with requirements of this Part, including any rules established by an arbitrator under section 6, be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre for the conduct of domestic commercial arbitration, unless the parties to the arbitration agree otherwise.
- (13) A notice referred to in this section must
- (a) provide a brief description of the nature of the dispute, and
 - (b) be delivered
 - (i) in accordance with any provision for notice in the contract or subcontract under or in relation to which the dispute arises, or
 - (ii) in the absence of a provision referred to in subparagraph (i), by serving the notice in accordance with the Supreme Court Civil Rules.
- (14) A person who has acted as a mediator in a dispute may only act as an arbitrator in subsequent arbitration proceedings with respect to that dispute if, after the conclusion of the mediation, all parties agree.

[am. B.C. Regs. 278/2004, s. 8; 153/2010.]

Fees and expenses of mediation shared

- 9** The fees and expenses of the mediator in a mediation, or of a clerk, secretary or reporter assisting in a mediation, must be shared equally between the parties to the dispute, whether or not the mediation leads, without arbitration, to a settlement of the dispute, unless

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- (a) a party fails or refuses to meet with the mediator or participate in the mediation, in which case the expenses must be borne entirely by that party, or
- (b) the mediator assesses costs against a party for cause.

Parties bear own costs of mediation

- 10** Unless the parties otherwise agree, each party to the mediation must bear that party's own costs of the mediation, apart from the fees and expenses referred to in section 9.

Division 3 – Register of Arbitration Awards**Register of arbitration awards**

- 11** (1) With respect to a dispute arising under or in connection with a contract or subcontract, within 14 days of an arbitrator making an award or giving reasons for an award the sole arbitrator or the chairperson of the arbitration panel must deliver a copy of the award or reasons for the award to the Deputy Minister of Forests and Range.
- (2) The Deputy Minister of Forests and Range or person designated by the deputy minister must keep a register to be called the Register of Timber Harvesting Contract and Subcontract Arbitration Awards.
- (3) The Deputy Minister of Forests and Range or person designated by the deputy minister must place in the Register of Timber Harvesting Contract and Subcontract Arbitration Awards every copy of an arbitration award or reasons for an arbitration award received under subsection (1).
- (4) A copy of the Register of Timber Harvesting Contract and Subcontract Arbitration Awards must be kept at each regional office of the ministry and be made available for public review.

PART 5 – REPLACEABILITY OF CONTRACTS AND SUBCONTRACTS**Division 1 – Contracts****Certain contracts must be replaceable**

- 12** (1) The following contracts, whether or not in writing, are replaceable contracts if they were replaceable contracts and in effect immediately before June 21, 2004:
- (a) a contract to carry out any phase of a licence holder's timber harvesting operations under a replaceable tree farm licence or a replaceable forest licence for the coastal area;
 - (b) a contract to carry out any phase of a licence holder's timber harvesting operations under a timber licence for the coastal area under which the total net volume of merchantable timber remaining at the time the contract is entered into is more than 30 000 m³;

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- (c) a contract to carry out any phase of a licence holder's timber harvesting operations under a replaceable tree farm licence for the interior area if, subject to section 39 (2), the contract is relied on by the licence holder to comply with the contractor clause in the tree farm licence;
- (d) a contract to carry out any phase of a licence holder's timber harvesting operations under a replaceable forest licence for the interior area that
 - (i) has, or at the time of issue had, an AAC of more than 70 000 m³, and
 - (ii) subject to section 39 (2), is relied on by the licence holder to comply with the contractor clause in the forest licence.
- (2) Despite subsection (1), a contract is not a replaceable contract if
 - (a) the parties agree in writing that the contract is not replaceable,
 - (b) the contract was entered into to meet a temporary need of the licence holder's operation, or
 - (c) the contract was entered into for the purposes of an experiment referred to in section 20.
- (3) Subject to section 52, any contract listed in subsection (1) (a) to (d) entered into on or after June 21, 2004 must be a replaceable contract only if it is a contract offered to replace a replaceable contract.
- (4) If a replaceable contract has been terminated by a licence holder for default by the contractor, that licence holder must enter one or more replaceable contracts with other contractors, which contracts must, in aggregate, specify an amount of work equal to or greater than the amount of work specified in the terminated contract.

[en. B.C. Reg. 278/2004, s. 9.]

Term and commencement

- 13** (1) A replaceable contract must provide that
- (a) if the contractor has satisfactorily performed its obligations under the contract, and conditional on the contractor continuing to satisfactorily perform the existing contract, the licence holder must offer a replacement contract to the contractor, and
 - (b) the replacement contract must
 - (i) be offered 3 months or more before the expiry of the contract being replaced,
 - (ii) provide that it commences on or before the expiry of the contract being replaced,
 - (iii) provide for payment to the contractor of amounts in respect of timber harvesting services as agreed to by the parties or, failing agreement, as determined under section 25, and
 - (iv) otherwise be on substantially the same terms and conditions as the contract it replaces.

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- (2) If a replaceable contract does not provide for an expiry date, the contract expires on the second anniversary of the date on which the contract commenced.

Flexibility to address change

- 14** (1) A replaceable contract must provide that, upon reasonable notice to the contractor, the licence holder may require, for bona fide business and operational reasons, that the contractor
- (a) use different timber harvesting methods, technology or silvicultural systems,
 - (b) move into a new operating area,
 - (c) comply with different specifications, or
 - (d) undertake any other operating change necessary to comply with a direction made by a government agency or lawful obligation imposed by any federal, provincial or municipal government.
- (2) A replaceable contract must provide that if a requirement made pursuant to subsection (1) results in a substantial change in the timber harvesting services provided by the contractor, the contractor may, within 15 days of receiving notice under subsection (1), elect by notice in writing to the licence holder to terminate the replaceable contract without incurring any liability to the licence holder.
- (3) A replaceable contract must provide that, if a requirement is made pursuant to subsection (1) and the contractor does not elect to terminate the replaceable contract as provided for in subsection (2), either party may, within 30 days of the contractor receiving notice under subsection (1), request a review of the rate then in effect.
- (4) If, after any changes in timber harvesting services required by the licence holder under subsection (1), the parties are unable to agree upon the rate to be paid for timber harvesting services, a rate dispute is deemed to exist and must be resolved in accordance with Part 5, Division 4.

[am. B.C. Reg. 278/2004, s. 10.]

Termination on expiry of licence

- 15** A replaceable contract must provide that the contract terminates, to the extent that it relates to the licence, upon the cancellation, expiry or surrender of a licence under which the timber harvesting services provided by the contractor are carried out.

Fibre basket agreement

- 16** (1) A licence holder and one or more contractors may enter into an agreement in which the parties agree
- (a) to treat more than one licence held by the licence holder as a single licence for the purposes of Part 5 of this regulation, and
 - (b) to treat all contracts that are
 - (i) between the licence holder and any of the contractors, and

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- (ii) to carry out any phase of the licence holder's timber harvesting operations under any of the licences

as contracts to carry out phases of the licence holder's operations under that single licence.
- (2) The holder of a tree farm licence and 2 or more contractors may enter into an agreement by which the parties agree
 - (a) to treat a defined area of the tree farm licence as comprising a separate segregated licence for the purposes of Part 5 of this regulation, and
 - (b) to treat all contracts that are
 - (i) between the licence holder and any of the contractors, and
 - (ii) to carry out any phase of the licence holder's timber harvesting operations in that area

as contracts to carry out phases of the licence holder's operations under that separate licence.
- (3) Subsections (1) and (2) apply only if every contractor who has a replaceable contract that may be affected by the agreement is a party to the agreement.
- (4) If a fibre basket agreement does not expressly provide for termination, the fibre basket agreement may be terminated only with the consent of all parties.

Division 2 – Amount of Work**Amount of work must be specified**

- 17**
- (1) A replaceable contract must specify an amount of work to be performed in each year during the term of the contract.
 - (2) A replaceable contract must provide that the specified amount of work to be performed in each year of the replaceable contract may not be reduced by a licence holder except as expressly provided for in the regulation or in a clause required, or permitted to be in the contract by this regulation.
 - (3) A replaceable contract may provide for work to be performed in relation to timber harvesting operations carried out under more than one licence.
 - (4) If a replaceable contract provides for work to be performed in relation to timber harvesting operations carried out under more than one licence as provided in subsection (3),
 - (a) the replaceable contract must specify an amount of work in respect of each licence, and
 - (b) the amount of work to be specified in respect of each licence must be determined separately.

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Amount of work for coastal contracts

- 18** (1) Except as otherwise provided in this Part, the amount of work specified in a replaceable contract that pertains to a licence for the coastal area, other than a dedicated phase contract or a volume independent contract, must be expressed as the amount of work required to process an amount of timber where the amount of timber is expressed as a specified percentage of the total amount of timber processed by the licence holder under the licence in that year.

- (2) Subject to any adjustment provided for in subsection (7), the specified percentage referred to in subsection (1) must be equal to

$$(A \div B) \times 100$$

where

A is the amount of timber processed by the contractor in the later of 1991 and the calendar year that the contractor first became entitled to a replaceable contract, and

B is the total amount of timber processed by the licence holder under the licence in the year used to determine the value of A.

- (3) Except as otherwise provided in this Part, the amount of work specified in a dedicated phase contract that pertains to a licence for the coastal area must be expressed as a specified percentage of the total amount of work that is

(a) of the type provided for in the contract, and

(b) required to facilitate the work carried out under the replaceable contract or by the company operation to which the contract is dedicated.

- (4) Subject to any adjustment provided for in subsection (7), the specified percentage referred to in subsection (3) must be equal to

$$(C \div D) \times 100$$

where

C is the total amount of work that was performed by the contractor in the later of 1991 and the calendar year that the contractor first became entitled to a replaceable contract, and

D is the total amount of work of the type provided for in the contract that is required to facilitate the work carried out under the replaceable contract, or by the company operation to which the contract is dedicated, in the year used to determine the value of C.

- (5) Except as otherwise provided in this Part, the amount of work specified in a volume independent contract that pertains to a licence for the coastal area must be expressed as an amount equal to the specified percentage of E – F

where

E is the total amount of work of the type provided for in the contract, expressed in units appropriate to that type of work, that is required by the

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licence holder in any year for the purposes of all timber harvesting operations carried out under the licence, and

F is the total amount of work of the type provided for in the contract, expressed in the same units that are used to determine the value of E, that is carried out on behalf of the licence holder in the year used to determine the value of E for the purposes of timber harvesting operations under the licence

- (a) pursuant to replaceable contracts described in subsection (1),
- (b) pursuant to dedicated phase contracts, and
- (c) by employees of a licence holder as part of company operations that operate as an integrated unit performing a substantial proportion of a timber harvesting operation but, for greater certainty, not including work that, if performed by a contractor, would be characterized as work performed under a volume independent contract.

(6) Subject to any adjustment provided for in subsection (7), the specified percentage referred to in subsection (5) must be equal to

$$G \div (H - J) \times 100$$

where

G is the total amount of work of the type provided for in the contract, expressed in units appropriate to that type of work, in the later of 1991 and the calendar year that the contractor first became entitled to a replaceable contract,

H is the total amount of work of the type provided for in the contract, expressed in the same units used to determine the value of G, that was required by the licence holder in the year used to determine the value of G for the purposes of all timber harvesting operations carried out under the licence, and

J is the total amount of work of the type provided for in the contract that was carried out on behalf of the licence holder in the year used to determine the value of G for the purposes of timber harvesting operations under the licence

- (a) pursuant to replaceable contracts described in subsection (1),
- (b) pursuant to dedicated phase contracts, and
- (c) by employees of a licence holder as part of company operations that operate as an integrated unit performing a substantial proportion of a timber harvesting operation but, for greater certainty, not including work that, if performed by a contractor, would be characterized as work performed under a volume independent contract.

(7) The specified percentage calculated pursuant to subsection (2), (4) or (6) must be adjusted to fairly take into account circumstances in which

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- (a) there is a significant difference between the specified percentage as calculated and either
 - (i) the proportion of timber harvesting services that the contractor historically provided or was entitled to provide under previous contracts, or
 - (ii) the proportion of timber harvesting services provided under replacement contracts entered into after August 31, 1991 if the parties have, in good faith and in the ordinary course of business, specified in the contract a fixed or determinable amount of work,
 - (b) the specified percentage as calculated, if taken together with the amount of work specified in each of the other replaceable contracts entered into by the licence holder with respect to timber harvesting operations under that licence, would require a reduction in the proportion of timber harvesting operations historically performed by company operations under that licence, or
 - (c) the amount of work performed by the contractor in the later of 1991 and the calendar year that the contractor first became entitled to a replaceable contract
 - (i) relates to an operating period of less than 12 consecutive months of normal timber harvesting operations, and
 - (ii) differs from the amount of work performed or intended by the parties to be performed during the first 12 consecutive months of normal timber harvesting operationsunder the contract in effect at that time.
- (8) If, on or after April 1, 1996,
- (a) a holder of a licence for the coastal area, and
 - (b) each contractor with a replaceable contract that relates to timber harvesting operations carried out under that licence,
- agree, the amount of work provided for in any or all of the replaceable contracts referred to in paragraph (b) may be specified in a manner different from that required under this section.
- (9) If, before or after this regulation comes into force, both a licence holder for the coastal area and one or more contractors with contracts that relate to timber harvesting operations carried out under that licence have agreed to a seniority system,
- (a) despite subsection (5), the amount of work specified in the contracts must be specified in a manner that incorporates and is consistent with the seniority system, and
 - (b) the aggregate amount of work that the contractors are entitled to receive under the seniority system must equal the aggregate of the amount of work

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that each contractor would be entitled to individually under subsection (5) and (6).

[am. B.C. Reg. 278/2004, s. 11.]

Amount of work for interior contracts

19 The amount of work specified in a replaceable contract that pertains to a licence for the interior area must be expressed in a manner that

- (a) is consistent with the provisions of the contractor clause in the licence and the provisions of Part 6, and
- (b) results in compliance with the contractor clause as provided for under section 41 when taken together with the amount of work specified in the other contracts, whether replaceable or not, relied upon by the licence holder to comply with the contractor clause.

[am. B.C. Reg. 278/2004, s. 12.]

Experiments

20 (1) A replaceable contract must provide that the licence holder may allocate to the contractor and the contractor must perform, in any given year of the term of the contract, an amount of work that is less than the amount of work specified in the contract to enable the licence holder to experiment with timber harvesting methods, technology or silviculture systems different from those historically used by the licence holder on the licence to which the contract relates, provided that

- (a) the contractor receives reasonable notice,
- (b) the experiment is for bona fide business and operational reasons,
- (c) it is not practicable for the contractor to perform the work required to conduct the experiment, and
- (d) the licence holder has used reasonable efforts to fairly distribute among company operations and other contractors carrying out timber harvesting operations under the licence the reduction of work associated with any experiments.

(2) In an arbitration of a dispute arising from or in relation to a reduction in the amount of work under subsection (1) the onus lies on the licence holder to establish that the conditions entitling the licence holder to reduce the amount of work have been satisfied.

Compliance over time

21 A replaceable contract must provide that the amount of work that the licence holder allocates to the contractor and that the contractor is required to perform in any year during the term of the contract may differ from the amount of work specified in the contract, provided that

- (a) the difference is attributable to bona fide business and operational reasons on the part of the licence holder, and

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- (b) the amount of work that the licence holder allocates to the contractor under each replaceable contract over each amount of work compliance period of the licence to which the contract relates is equal to or greater than 95% of the aggregate of the specific amount of work provided for under that contract during that amount of work compliance period, less the aggregate of any reductions in the amount of work imposed during that amount of work compliance period as permitted by sections 20 and 22.

[am. B.C. Reg. 278/2004, s. 13.]

Substituting work

- 21.1** (1) A licence holder may, for bona fide business and operating reasons, allocate to a contractor with a replaceable contract work that pertains to timber that the licence holder is entitled to harvest outside the licence to which the contract pertains.
- (2) If a licence holder allocates work to a contractor under subsection (1),
- (a) the licence holder must advise the contractor that the work is being allocated in substitution for work under the licence to which the contract pertains before the contractor commences the work,
 - (b) the work is deemed to be allocated under the contract and all the provisions of the contract apply to the work, and
 - (c) there is no obligation for the licence holder to allocate any work outside the licence to the contractor at any other time.

[am. B.C. Reg. 278/2004, s. 14.]

Events beyond control

- 22** (1) A replaceable contract must provide that the licence holder is not liable to the contractor for any failure to allocate to the contractor in any year the amount of work specified in the contract, as adjusted under section 20 or 21, if the failure results from changes in law, natural disasters, interference by a person who is not a party to the contract or any other event beyond the reasonable control of the licence holder other than a change in the market price of logs.
- (2) A replaceable contract must provide that the contractor is not liable to the licence holder for any failure to perform the amount of work allocated by the licence holder in any year if the failure results from changes in law, natural disasters, interference by a person who is not a party to the contract or any other event beyond the reasonable control of the contractor other than a change in the market price of logs.

Division 3 – Amount of Work Disputes**Amount of work dispute**

- 23** (1) If the parties to a replaceable contract that relates to a licence for the coastal area have not agreed upon the amount of work to be specified in the contract, and the amount has not been determined in accordance with this section, either party may

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provide the other with a notice in writing stating the amount of work that party believes should be specified in the contract.

- (2) A contractor who receives a notice from a licence holder in accordance with subsection (1) must, within 30 days of receiving the notice
 - (a) advise the licence holder in writing that it agrees that the amount of work stated in the notice is the amount which should be specified in the contract, or
 - (b) provide a notice in writing to the licence holder stating the amount of work the contractor believes should be specified in the contract.
- (3) A contractor who fails to comply with subsection (2) is deemed to have agreed with the amount of work stated in the licence holder's notice, and the replaceable contract is deemed to be amended to specify that amount of work.
- (4) A licence holder who receives a notice from a contractor in accordance with subsection (1) or (2) (b) must, within 30 days of receiving the notice
 - (a) advise the contractor in writing that it agrees that the amount of work stated in the notice is the amount of work which should be specified in the contract, or
 - (b) make an amount of work proposal.
- (5) A licence holder who fails to comply with subsection (4) is deemed to have agreed with the amount of work stated in the contractor's notice, and the replaceable contract is deemed to be amended to specify that amount of work.
- (6) An amount of work proposal made by a licence holder under subsection (4) (b) must
 - (a) be made in writing,
 - (b) be delivered to each contractor who has a replaceable contract to which the proposal relates,
 - (c) describe the nature of the amount of work dispute,
 - (d) state the amount of work that the licence holder proposes to be specified in each replaceable contract relating to the licence,
 - (e) state the amount of work that the licence holder claims it has historically conducted through company operations, and
 - (f) state how the amount of work proposal takes into account the provisions of section 18.
- (7) Repealed. [B.C. Reg. 278/2004, s. 15.]
- (8) If a contractor who receives an amount of work proposal objects to the proposal, the contractor must give written notice to the licence holder within 30 days of delivery of the proposal to that contractor.
- (9) If no contractor who receives an amount of work proposal objects to the proposal in accordance with subsection (8), the proposal is deemed to be accepted, and the

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replaceable contracts of each contractor to whom the proposal was delivered are deemed to be amended to the extent necessary to implement the proposal.

- (10) If a licence holder receives a notice of objection with respect to an amount of work proposal in accordance with subsection (8), a dispute is deemed to exist with respect to each of the replaceable contracts that the proposal relates to and must be resolved by mediation and, if necessary, arbitration under the system established in Division 2 of Part 4, subject to the following:
- (a) the licence holder and each contractor with a replaceable contract to carry out one or more phases of the licence holder's timber harvesting operations under the licence to which the proposal relates must be parties to the mediation and, if the mediation is not successful, to the arbitration, and any reference to "party" and "parties" in Division 2 of Part 4 must be read accordingly;
 - (b) the licence holder and any contractor with a replaceable contract to which the amount of work proposal relates may commence proceedings by delivering a notice of dispute as provided in section 8 (13) (b);
 - (c) a licence holder or any contractor with a replaceable contract to which the amount of work proposal relates who refers an amount of work proposal to mediation or arbitration must deliver a notice of the time and place of the mediation to each union whose members may be affected by the disposition of the amount of work dispute;
 - (d) a union that is entitled to receive notice under paragraph (c) may take part in the mediation or arbitration as an intervenor by making submissions, including making an amount of work proposal, and may take part in other ways to the extent permitted by the mediator or arbitrator;
 - (e) each contractor that is a party to an arbitration regarding an amount of work dispute may make an amount of work proposal;
 - (f) the arbitration of an amount of work dispute must be conducted by a sole arbitrator;
 - (g) an arbitrator must resolve a dispute regarding the amount of work to be specified in a replaceable contract having regard to the requirements of section 18;
 - (h) in adjudicating the dispute, an arbitrator must express the amount of work to be specified in the contract in a manner consistent with the provisions of section 18.

[am. B.C. Reg. 278/2004, s. 15.]

If no party issues notice to arbitrate

- 24** After the end of mediation of an amount of work dispute involving an amount of work proposal made by a licence holder, if the amount of work dispute is not resolved and no party issues a notice to arbitrate within 14 days, the amount of work proposal made by the licence holder is deemed to be accepted and the replaceable contracts of each

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contractor to whom the proposal was delivered are deemed to be amended to the extent necessary to implement the proposal.

Division 4 – Rate Disputes**Rate disputes**

- 24.1** A replaceable contract must provide that if a licence holder and a contractor have been unable to agree on rates for work that a licence holder requires a contractor to perform under the contract, the rate dispute will be resolved in accordance with this Division.

[en. B.C. Reg. 278/2004, s. 16.]

Setting rates

- 25** (1) If a licence holder and a contractor have been unable to agree on rates for work that a licence holder requires a contractor to perform under a replaceable contract,
- (a) the licence holder may deliver a rate proposal to the contractor, and
 - (b) the licence holder must, if requested by the contractor, deliver a rate proposal to the contractor within 15 days of receiving the contractor's request.
- (2) A contractor who receives a rate proposal from a licence holder under subsection (1) must, within 15 days of receiving the proposal, deliver a notice in writing to the licence holder either
- (a) accepting the rate proposed in the rate proposal, or
 - (b) rejecting the rate proposed in the rate proposal and offering a rate the contractor believes to be the fair market rate for the work described in the rate proposal.
- (3) A contractor who fails to respond to a rate proposal or who responds to the proposal but fails to offer a rate for the work described in the proposal in accordance with subsection (2) is deemed to have accepted the rate proposed by the licence holder in the rate proposal.
- (4) A rate dispute is deemed to exist, in respect of a replaceable contract, and the dispute must be resolved by mediation and arbitration under subsection (5) or (6), if the licence holder does not
- (a) make a rate proposal under subsection (1) (b), or
 - (b) within 7 days of receiving a notice under subsection (2) (b) accept the rate offered by the contractor in the notice.
- (5) The following applies to a rate dispute referred to in subsection (4) in respect of a replaceable contract pertaining to a licence in the coastal area:
- (a) if the parties have not agreed on a mediator within 7 days of a rate dispute being deemed to exist, a party may by written notice to the other party and to the Deputy Minister of Forests and Range request the deputy minister to appoint a mediator;

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- (b) within 7 days of receiving a request under paragraph (a) to appoint a mediator, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered mediator as mediator;
 - (c) if requested by the mediator, or if agreed to by the parties, each party must appoint one peer to assist the mediator during the mediation process;
 - (d) if a party fails or refuses to appoint a peer under paragraph (c) within 7 days of the request by the mediator, the mediator may proceed without the appointment of the peer, or may appoint one;
 - (e) if a rate dispute is not resolved by mediation within 30 days of a mediator being agreed on by the parties or appointed under paragraph (b), or on earlier written notice by the mediator to the parties that the dispute is not likely to be resolved through mediation, a party may commence arbitration proceedings by delivering a notice of arbitration to the other party and to the mediator;
 - (f) unless, within 7 days of a notice of arbitration being delivered under paragraph (e), the parties agree on another person to serve as arbitrator, the person agreed to or appointed as mediator must serve as arbitrator;
 - (g) arbitration proceedings commenced under this Division must be conducted on an expedited basis as follows:
 - (i) an arbitration hearing must be completed within 30 days of a notice of arbitration being delivered under paragraph (e);
 - (ii) the arbitrator must deliver an award within 15 days of the arbitration hearing being completed;
 - (iii) the award must be 5 pages or fewer.
- (6) The following apply to a rate dispute referred to in subsection (4) in respect of a replaceable contract pertaining to a licence in the interior area:
- (a) if the parties have not agreed on a mediator within 7 days of a rate dispute being deemed to exist, a party may by written notice to the other party and to the Deputy Minister of Forests and Range request the deputy minister to appoint a mediator;
 - (b) if the parties have not agreed on an arbitrator within 7 days of a rate dispute being deemed to exist, a party may by written notice to the other party and to the Deputy Minister of Forests and Range request the deputy minister to appoint an arbitrator;
 - (c) within 7 days of receiving a request under paragraph (a) to appoint a mediator, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered mediator as mediator;
 - (d) within 7 days of receiving a request under paragraph (b) to appoint an arbitrator, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered arbitrator as arbitrator;

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- (e) within 7 days of the appointment of a mediator, each party must deliver to the other in writing a mediation proposal that outlines the rate for the work described in the rate proposal delivered under subsection (1) and the basis on which they believe that rate is consistent with the criteria set out in section 26.01;
 - (f) at any time the parties may agree that the mediation proposals required under paragraph (e) are the final offers of the parties for the purposes of paragraphs (h) and (i);
 - (g) if a rate dispute is not resolved by mediation within 7 days of the parties delivering the mediation proposals required under paragraph (e), or if a party fails to deliver a mediation proposal as required under paragraph (e), or on earlier written notice by the mediator to the parties that the dispute is not likely to be resolved through mediation, a party may commence arbitration proceedings by delivering a notice of arbitration to the other party and to the arbitrator;
 - (h) within 14 days of the delivery of a notice of arbitration under paragraph (g), each party must deliver to the other and to the arbitrator in writing a final offer that proposes a rate for the work described in the rate proposal delivered under subsection (1) and the basis on which this rate is consistent with the criteria set out in section 26.01;
 - (i) arbitration proceedings commenced under this Division must be conducted on an expedited basis as follows:
 - (i) an arbitration hearing must be completed within 7 days of the parties delivering the final offers required under paragraph (g);
 - (ii) each party is allowed up to one full hearing day to present its final offer;
 - (iii) the arbitrator must deliver an award within 7 days of the arbitration hearing being completed;
 - (iv) in delivering the award, the arbitrator must select one of the final offers;
 - (v) in determining which final offer to select, the arbitrator must select the final offer that proposes the rate the arbitrator believes best reflects the test set out in section 26.01 (1);
 - (vi) the award must be 5 pages or fewer.
- (7) If a rate has been accepted, deemed to have been accepted, resolved or determined by arbitration, the licence holder must make the work described in the rate proposal available to the contractor to perform and the contractor must perform that work in accordance with the rate proposal at the rate that was accepted, deemed to have been accepted or determined.

[en. B.C. Reg. 278/2004, s. 17.]

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Disclosure of market rate

25.1 At the request of a mediator or arbitrator, each party to a rate dispute must do all of the following:

- (a) disclose all rates known to it and described in section 26.01 (2) (a), (b), (c) and (d);
- (b) disclose any relevant information known to it that, having regard to the considerations in section 26.01 (2) (e), may be reasonably necessary to make meaningful comparisons between those rates disclosed under paragraph (a) and the rate that is subject to the rate dispute;
- (c) not disclose to any third party any confidential information received under paragraph (a) or (b);
- (d) not use any information received under paragraph (a) or (b) for any purpose other than the rate dispute.

[en. B.C. Reg. 278/2004, s. 18.]

Role of peers

25.2 If peers are appointed under section 25 (5) to assist the mediator in a rate dispute,

- (a) the peers may provide the mediator with information or opinions with respect to the comparability of any rate as a fair market rate, and the mediator may authorize the peers to perform additional functions,
- (b) any information or opinion of a peer with respect to the comparability of a rate as a fair market rate may be considered by an arbitrator in the adjudication of a rate dispute and may be given the weight determined by the arbitrator to be appropriate in the circumstances, and
- (c) if the arbitrator intends to consider any information or opinion of a peer, the arbitrator must first disclose that information or opinion to the parties and permit the parties to make submissions with respect to it.

[en. B.C. Reg. 278/2004, s. 18.]

Provisional rates

26 If a rate dispute arises under a replaceable contract,

- (a) except as otherwise provided for under this section, the parties must continue to observe their respective rights and obligations under the contract unless both parties agree otherwise,
- (b) if the parties to a rate dispute are unable to agree on the amount to be paid for timber harvesting services provided under the contract from the beginning of the rate dispute until it is resolved, the contractor must be paid a provisional rate equal to the rate in effect for prior timber harvesting services provided by the contractor immediately before the rate dispute,
- (c) a party to a rate dispute may apply to an arbitrator to increase or decrease the provisional rate as determined by paragraph (b) to reflect any significant change in operating conditions, operating costs or market rates relative to

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those encountered for prior timber harvesting services under the contract, and

- (d) the rate determined by an arbitrator in a rate dispute is retroactive to the beginning of the commencement of the work in respect of which the rate dispute arose, and the award by the arbitrator must provide for repayment of any difference between the rate awarded and the provisional rate agreed to by the parties or determined by this section.

[en. B.C. Reg. 278/2004, s. 19.]

Rate test

- 26.01** (1) If a rate dispute is referred to arbitration, the arbitrator must determine the rate according to what a willing licence holder and a willing contractor acting reasonably and at arm's length in similar circumstances would agree is a fair market rate, on the earlier of
- (a) the date the rate proposal was delivered to the contractor, and
 - (b) the date the timber harvesting operations commenced.
- (2) In determining a fair market rate under subsection (1), an arbitrator may take into consideration the following:
- (a) rates agreed to by the licence holder and contractor for prior timber harvesting services;
 - (b) rates agreed to under another contract by either the licence holder or contractor for similar timber harvesting services;
 - (c) rates agreed to under another contract by either the licence holder, the contractor or another person for each phase or component of a similar timber harvesting operation;
 - (d) rates agreed to by other persons for similar timber harvesting services;
 - (e) if necessary to make meaningful comparisons to any of the rates agreed to in paragraphs (a), (b), (c) and (d) above, the impact on fair market rates likely to arise from differences between the timber harvesting operations that pertain to the rate in dispute, and the timber harvesting operations that pertain to any rate described in paragraphs (a), (b), (c) and (d), including the following:
 - (i) differences in operating conditions including, without limitation, differences in terrain, yarding distances, hauling distances, volume of timber per hectare;
 - (ii) differences in the total amount of timber processed;
 - (iii) differences in the required equipment configuration;
 - (iv) differences in required phases;
 - (v) differences in operating specifications;
 - (vi) differences in law;
 - (vii) differences in contractual obligations;

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- (viii) differences in the underlying costs of timber harvesting operations in the forest industry generally which would affect fair market rates, including changes in the cost of labour, fuel, parts and supplies;
 - (ix) differences in the cost of moving to a new operating area, if any;
 - (f) any other similar data or criteria that the arbitrator considers relevant.
- (3) In determining fair market rates under subsection (1) an arbitrator must not include any consideration or goodwill associated with purchasing a replaceable contract or otherwise acquiring the right to provide timber harvesting services pursuant to a replaceable contract.
- (4) In determining a fair market rate under subsection (1), an arbitrator may consider rates for timber harvesting services on land other than Crown land.

[en. B.C. Reg. 278/2004, s. 20.]

Transition

- 26.02** If a notice of dispute in respect of a rate dispute was delivered under section 8 (1) before the date this section comes into force, that rate dispute will be governed by sections 25 and 26 as they were immediately before that date, unless the parties agree otherwise.

[en. B.C. Reg. 278/2004, s. 20.]

Division 5 – AAC Reductions**Applicability**

- 26.1** This Division does not apply to an AAC reduction referred to in section 27 if the AAC is reduced under the *Forestry Revitalization Act*.

[en. B.C. Reg. 291/2003.]

AAC reductions

- 27** A replaceable contract must provide that if the AAC of a replaceable licence is reduced, or if a licence to which a fibre basket agreement applies is cancelled, expires or is surrendered, the licence holder may make an AAC reduction proposal, regarding any or all of the replaceable contracts entered into by the licence holder with respect to timber harvesting operations carried out under that licence or fibre basket agreement, to reduce the amount of work specified in, or to terminate, one or more of those replaceable contracts.

Contents of AAC reduction proposal by a licence holder

- 28** (1) An AAC reduction proposal made by a licence holder under section 27 must
- (a) be made in writing,
 - (b) be delivered in accordance with section 8 (13) (b) to each contractor with a replaceable contract to carry out one or more phases of the licence holder's timber harvesting operations under the licence to which the AAC reduction proposal relates,

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- (c) be delivered no later than 120 days following the later of
 - (i) the date the event giving rise to the AAC reduction proposal takes effect, and
 - (ii) the date upon which the ministry notifies the licence holder of the event giving rise to the AAC reduction proposal,
 - (d) specify how the licence holder proposes that the amount of work performed by each contractor with a replaceable contract on the one hand, and by company operations and company contract operations on the other hand, will be changed as a result of the AAC reduction, and
 - (e) outline how the AAC reduction proposal takes into account the AAC reduction criteria.
- (2) If
- (a) no proposal is made within the time period provided for under subsection (1),
 - (b) an AAC reduction proposal is withdrawn under section 31, or
 - (c) after the end of mediation of an AAC reduction dispute under section 32 the dispute is not resolved and no party has issued a notice to arbitrate within 14 days,
- then
- (d) the licence holder must apportion the effect of the reduction in AAC or cancellations, the expiry or the surrender of a licence to which a fibre basket agreement applies proportionately among
 - (i) all contractors holding replaceable contracts,
 - (ii) any company operations, and
 - (iii) any company contract operations
 in respect of the licence or fibre basket agreement, and
 - (e) the parties to a replaceable contract must amend their contract, if necessary, to comply with paragraph (d).
- (3) Despite subsection (2) (d), as among the company operations and the company contract operations, the licence holder may determine the proportions.

[am. B.C. Reg. 278/2004, s. 21.]

Notice of objection to AAC reduction proposal

- 29** If a contractor objects to an AAC reduction proposal received from a licence holder under section 27, the contractor must give written notice of the objection to the licence holder within 30 days of delivery of the AAC reduction proposal to that contractor.

Deemed acceptance of proposal

- 30** If no contractor gives the licence holder written notice of an objection under section 29 the AAC reduction proposal is deemed to be accepted and each contract entered

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into by the licence holder with respect to that licence is deemed to be amended or terminated as provided for in the AAC reduction proposal.

Receipt of notice of objection

- 31** (1) If a licence holder receives a notice of objection with respect to a AAC reduction proposal in accordance with section 29, the licence holder may
- (a) withdraw the AAC reduction proposal, or
 - (b) refer the AAC reduction proposal to mediation and arbitration under section 32.
- (2) If a licence holder has not referred an AAC reduction proposal to mediation and arbitration under section 32 within 14 days of first receiving a notice of objection in respect of that AAC reduction proposal, the licence holder is deemed to have withdrawn the AAC reduction proposal.

Dispute resolution proceedings for an AAC reduction proposal

- 32** If a licence holder refers an AAC reduction proposal to mediation and arbitration as provided for in section 31, a single dispute is deemed to exist as of the date of referral between the licence holder and all contractors with replaceable contracts entered into with respect to timber harvesting operations carried out under the licence, and the dispute must be resolved by mediation and arbitration under the system established in Division 2 of Part 4 subject to the following:
- (a) the licence holder and each contractor who has a replaceable contract to carry out one or more phases of the licence holder's timber harvesting operations under the licence to which the AAC reduction proposal relates must be parties to the mediation and, if the mediation is not successful, the arbitration and any reference to "party" or "parties" in Division 2 of Part 4 must be read accordingly;
 - (b) the licence holder must commence proceedings by delivering a notice of dispute as provided for in section 8 (13) (b) to each contractor described in paragraph (a);
 - (c) a licence holder who refers an AAC reduction proposal to mediation and arbitration must deliver a notice of the time and place of the mediation or arbitration to each union whose members may be affected by the disposition of the dispute;
 - (d) a union that is entitled to receive notice under paragraph (c) may take part in the mediation or arbitration as an intervenor
 - (i) by making submissions, including making an AAC reduction proposal, and
 - (ii) to the extent permitted by the mediator or arbitrator;
 - (e) the arbitration of a dispute under this section must be conducted by a sole arbitrator;

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- (f) each contractor that is a party to a mediation or an arbitration regarding the dispute may make an AAC reduction proposal that the contractor believes fairly takes into account each of the AAC reduction criteria;
- (g) an arbitrator must resolve the dispute in the manner that the arbitrator believes most fairly takes into account each of the AAC reduction criteria;
- (h) for greater certainty, in making a decision with respect to the dispute
 - (i) an arbitrator is not restricted to choosing between any of the various AAC reduction proposals made by the parties to the arbitration, and
 - (ii) an arbitrator may make an award that includes the termination of one or more of the replaceable contracts, or reduces the amount of work available to any contractor or company operation in a manner that is not proportionate to the reduction in AAC.

[am. B.C. Reg. 278/2004, s. 22.]

Contractor may elect to terminate

- 33** A replaceable contract must provide that if the amount of work available under the contract is reduced as a result of a reduction in the AAC of a licence, or the cancellation, expiry or surrender of a licence to which a fibre basket agreement applies, the contractor may, by written notice to the licence holder, within 90 days of the reduction taking effect, terminate the contract without incurring any liability to the licence holder.

Division 5.1 – Forestry Revitalization Act AAC Reductions**Interpretation and disputes**

- 33.1** (1) In this Division:

“conciliator” means a person appointed as both mediator and arbitrator under subsection (8);

“fairness objection” means the inclusion in an objection to a forestry revitalization proposal under section 33.4 by an impacted contractor of notice that the contractor believes the requirements of section 33.22 (h) have not been met in respect of that contractor and the reasons why the requirements have not been met;

“group of licences” means a group of licences as defined in section 1 of the *Forestry Revitalization Act* except that, if licences shown for a group of licences in Schedule 1 to the Act have been eliminated or have been added to licences shown for another group of licences in Schedule 1 to the Act through

- (a) the acquisition of one or more licence holders by another licence holder,
- (b) the amalgamation of two or more licence holders, or
- (c) the transfer of licences,

the group of licences must reflect that elimination or addition;

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“impacted contractor” means, in respect of a forestry revitalization proposal, a contractor with a replaceable contract in which the parties have specified the amount of work

- (a) as a percentage of the total amount of that type of work under the licence, or licences in a fibre basket agreement, to which the contract pertains, and the licence holder proposes to reduce that percentage,
- (b) as a fixed amount, and the licence holder proposes to reduce the fixed amount of work by more than the percentage reduction under the *Forestry Revitalization Act* in the allowable annual cut of the licence, or licences in a fibre basket agreement, to which the contract pertains, or
- (c) in a manner other than as described in paragraph (a) or (b), and the licence holder proposes to reduce the amount of work by more than the percentage reduction under the *Forestry Revitalization Act* in the allowable annual cut of the licence, or licences in a fibre basket agreement, to which the contract pertains;

“licence holder” means all licence holders for a group of licences or an ungrouped licence;

“minimum replaceable contract proportion” means the replaceable contract proportion for

- (a) a group of licences immediately before the order of the minister under section 3 (2) of the *Forestry Revitalization Act* made in relation to the group of licences, or
- (b) an ungrouped licence on March 31, 2003;

“proportionate reduction” means the apportionment of the effect of

- (a) an order of the minister under section 3 (2) of the *Forestry Revitalization Act*, for a group of licences, and
- (b) that Act, for an ungrouped licence,

such that the amount of work to be performed under each replaceable contract that pertains to a licence or licences in a fibre basket agreement, other than a contract that is subject to a seniority system, is reduced by a percentage equal to

$$\left(\frac{A-B}{A} \right) \times 100$$

where

A is the allowable annual cut of the licence, or licences in a fibre basket agreement, that the replaceable contract pertains to immediately before any reduction in allowable annual cut to that licence or licences under the *Forestry Revitalization Act*, and

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B is the allowable annual cut of the licence, or licences in a fibre basket agreement, that the replaceable contract pertains to immediately following all reductions in allowable annual cut to that licence or licences under the *Forestry Revitalization Act*;

“rejection threshold”, when used in relation to contractors who have replaceable contracts that pertain to those licences included by a licence holder in a forestry revitalization proposal, means objection by either

- (a) more than one third of those contractors, or
- (b) sufficient of those contractors that they have in aggregate greater than one third of the aggregate amount of work to be performed under all replaceable contracts that pertain to the licences, in which the amount of work to be performed under each contract is determined with regard to the phase contribution amounts for the phases included in that contract;

“replaceable contract proportion” means, at any given time for an ungrouped licence or a group of licences, the proportion determined by the formula

$$A/B$$

where

A is the aggregate amount of work, to be performed under all replaceable contracts pertaining to that ungrouped licence or group of licences having regard to the phase contribution amounts for phases under each contract, and

B is the allowable annual cut of that ungrouped licence or the aggregate of the allowable annual cuts of the group of licences;

“ungrouped licence” means an ungrouped licence as defined in section 1 of the *Forestry Revitalization Act*.

- (2) For the purposes of determining if a rejection threshold under section 33.41 (2) has been achieved, a replaceable contract does not include a contract for hauling if
 - (a) the amount of work is specified in the contract with reference to a seniority system, or the work available to the contractor is otherwise subject to a seniority system,
 - (b) the seniority system is not changed by a forestry revitalization proposal, and
 - (c) the licence, or licences in a fibre basket agreement, to which the seniority system pertains must not be affected by a forestry revitalization proposal in a manner that would reduce the total amount of work available to the group of contractors in the seniority system any more than would have occurred under proportionate reduction.
- (3) If a contractor who has a replaceable contract with a licence holder disagrees with the licence holder on the interpretation or application of any part of this Division, including

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- (a) the definition of “impacted contractor” and whether a contractor is an impacted contractor,
- (b) the definition of “minimum replaceable contract proportion” and the determination of that proportion,
- (c) the definition of “replaceable contract proportion” and the determination of that proportion,
- (d) the definition of “proportionate reduction” and the calculation of reductions to contracts under a proportionate reduction,
- (e) the definition of “rejection threshold” and whether a rejection threshold has been properly determined in respect of a forestry revitalization proposal, or
- (f) section 33.41 and whether a forestry revitalization proposal has been accepted or rejected,

the contractor may, by written notice to the licence holder, commence a dispute.

- (4) If any provision in this Division requires either a licence holder or a contractor who has a replaceable contract with that licence holder to do something or not to do something, and the licence holder or contractor contravenes that requirement,
 - (a) any contractor, if the licence holder has contravened the requirement, or
 - (b) the licence holder, if a contractor has contravened the requirement,may, by written notice to the other party, commence a dispute.
- (5) If a dispute has been commenced in respect of those matters described in subsection (3) (b) or (c), all contractors who have replaceable contracts with the licence holder are parties to the dispute.
- (6) If a dispute has been commenced in respect of a matter described in subsection (3) (d), all contractors who have replaceable contracts that pertain to the licence that is subject to proportionate reduction are parties to the dispute.
- (7) If a dispute has been commenced in respect of those matters described in subsection (3) (e) or (f), all contractors who have replaceable contracts that pertain to a licence included in the forestry revitalization proposal are parties to the dispute.
- (8) All disputes under this Division must be resolved by mediation and arbitration under the system established in Division 2 of Part 4 subject to sections 33.5 and 33.51 and to the following:
 - (a) within 7 days of the commencement of a dispute the licence holder must notify each contractor that is a party to the dispute as to the person the licence holder proposes to appoint as a conciliator to resolve the dispute;
 - (b) if there is more than one contractor that is a party to the dispute, the notice under paragraph (a) must list each contractor;
 - (c) within 7 days of receiving a notice under paragraph (a), a contractor may, by written notice to the licence holder, object to the appointment of the conciliator proposed by the licence holder;

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- (d) if one third or fewer contractors who are parties to the dispute object under paragraph (c) to the conciliator proposed by the licence holder, that person is the conciliator for the dispute;
 - (e) if more than one third of the contractors who are parties to the dispute object under paragraph (c) to the conciliator proposed by the licence holder, or if the licence holder fails to give notice under paragraph (a), any party to the dispute, by written notice to the other parties and to the Deputy Minister of Forests and Range, may request the deputy minister to appoint a conciliator;
 - (f) within 7 days of receiving a request under paragraph (e) to appoint a conciliator, the Deputy Minister of Forests and Range or a person designated by the deputy minister must appoint a registered mediator or a registered arbitrator to act as conciliator;
 - (g) mediation and arbitration proceedings must be conducted by the conciliator described in paragraph (d) or appointed under paragraph (f);
 - (h) the person appointed as the conciliator for a dispute deemed to exist with respect to a particular forestry revitalization proposal must act as conciliator in respect of all disputes that arise with respect to the ungrouped licence or group of licences to which the forestry revitalization proposal pertains.
- (9) A notice given or delivered under this Division must be given or delivered in accordance with section 8 (13) (b).

[en. B.C. Reg. 524/2004, s. 3.]

Forestry revitalization proposals

- 33.2** (1) Subject to subsection (4), after receipt of an order from the minister under section 3 (2) of the *Forestry Revitalization Act* for a group of licences, or after June 21, 2004 for an ungrouped licence, a licence holder may make one or more forestry revitalization proposals regarding the replaceable contracts pertaining to those licences to
- (a) vary the amount of work specified in, or to terminate, one or more of those replaceable contracts, or
 - (b) change a contract such that it pertains to a different licence.
- (2) The minister may, by order, specify the date by which a licence holder must make a forestry revitalization proposal under subsection (1).
- (3) A licence holder must not make a forestry revitalization proposal, other than an amended proposal, after the time specified in the order from the minister under subsection (2).
- (4) Subject to subsection (5), a licence holder must not include a licence in a forestry revitalization proposal, other than an amendment of a proposal that included that licence, if
- (a) the licence was included in a previous forestry revitalization proposal, or
 - (b) the licence has been subject to a proportionate reduction under section 33.6.

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- (5) Despite subsection (4), the licence holder may include a licence in more than one forestry revitalization proposal if
- (a) the licence was included in an order under section 3 of the *Forestry Revitalization Act* and was either included in a forestry revitalization proposal or was subject to proportionate reduction under section 33.6, and
 - (b) the licence holder receives a subsequent order from the minister under section 3 of the *Forestry Revitalization Act* in respect of that licence.
- (6) A forestry revitalization proposal may include licences from the coastal area or licences from the interior area, but not both.

[en. B.C. Reg. 278/2004, s. 23; am. B.C. Reg. 524/2004, s. 4.]

Maximum replaceable contract reduction

- 33.21** (1) Subject to subsection (2), the total effect of the reduction in allowable annual cut for an ungrouped licence or for a group of licences under the *Forestry Revitalization Act* as

- (a) proposed in all forestry revitalization proposals made by the licence holder for that ungrouped licence or group of licences and accepted or deemed to be accepted under this Division, and
- (b) imposed by proportionate reduction under section 33.6

must not result in the replaceable contract proportion being less than the minimum replaceable contract proportion.

- (2) The minister may by order permit the effect of the reduction in allowable annual cut for an ungrouped licence or a group of licences to be applied in a manner that results in the replaceable contract proportion being less than the minimum replaceable contract proportion.
- (3) If, as a result of a proportionate reduction or of one or more forestry revitalization proposals, or both, in respect of an ungrouped licence or a group of licences, the proportion of timber harvesting services to be carried out by contractors under replaceable contracts with the licence holder is less than
- (a) the minimum replaceable contract proportion, or
 - (b) some other proportion ordered by the minister under subsection (2),

the amount of work in each replaceable contract that pertains to the ungrouped licence or group of licences is increased proportionately such that the replaceable contract proportion equals the minimum replaceable contract proportion, or some other proportion ordered by the minister under subsection (2).

[en. B.C. Reg. 524/2004, s. 5.]

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Contents and delivery of forestry revitalization proposal by a licence holder

33.22 A licence holder in making a forestry revitalization proposal must do the following:

- (a) make the proposal in writing;
- (b) specify the licences that are included in the proposal;
- (c) list each contractor with a replaceable contract that pertains to a licence included in the forestry revitalization proposal and show the amount of work specified in each contract;
- (d) specify how the licence holder proposes that the amount of work specified in each replaceable contract will be increased or decreased, if at all, and the proposed date of increase or decrease;
- (e) specify those replaceable contracts that the licence holder proposes to terminate, if any, and the proposed date of termination;
- (f) specify any proposed changes to a replaceable contract to cause it to pertain to a different licence and the proposed date of change;
- (g) describe how the forestry revitalization proposal takes into account the AAC reduction criteria;
- (h) apply the AAC reduction criteria fairly, impartially and without regard to any past disagreements between the parties;
- (i) include enough information to allow a contractor acting reasonably to determine if and how the licence holder is complying with section 33.21;
- (j) deliver the proposal to each contractor with a replaceable contract that pertains to a licence that is included in the forestry revitalization proposal.

[en. B.C. Reg. 524/2004, s. 6.]

33.3 *[no content]*

Notice of objection

- 33.4** (1) If a contractor believes a forestry revitalization proposal received from a licence holder under section 33.22 does not comply with the AAC reduction criteria, the contractor may give written notice of the objection to the licence holder within 30 days of delivery of the proposal to that contractor.
- (2) A notice under subsection (1) must explain why the contractor believes the proposal does not comply with the AAC reduction criteria.
- (3) A contractor may notify the licence holder that the contractor accepts the proposal and the acceptance is binding on the contractor.
- (4) If a contractor does not give written notice of an objection to a forestry revitalization proposal under subsection (1) in accordance with subsection (2), the contractor is deemed to have accepted the proposal.

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- (5) If an impacted contractor who objects to a proposal under subsection (1) believes the proposal does not meet the requirements of section 33.22 (h) in respect of that contractor, that contractor may include a fairness objection in the notice under subsection (2).

[en. B.C. Reg. 278/2004, s. 23; am. B.C. Reg. 524/2004, s. 7.]

Acceptance of a proposal

- 33.41** (1) If no impacted contractor gives the licence holder written notice of an objection to a forestry revitalization proposal under section 33.4, the proposal is deemed to be accepted and each contract entered into by the licence holder with respect to the licences held by that licence holder and included in the proposal is deemed to be amended or terminated on the expiry of the 30 day period referred to in section 33.4 (1) or on a later date provided in the proposal.
- (2) If a rejection threshold of contractors gives a licence holder written notice of an objection to a forestry revitalization proposal under section 33.4, and at least one of those contractors is an impacted contractor, the forestry revitalization proposal is rejected.
- (3) If a forestry revitalization proposal is not rejected under subsection (2), it is deemed to be accepted.
- (4) If a forestry revitalization proposal is rejected under subsection (2) or deemed to be accepted under subsection (1) or (3), the licence holder, within 7 days of the rejection or acceptance, must provide written notice of the rejection or acceptance to all contractors who received the proposal under section 33.22, which notice must list those contractors who gave written notice of objection under section 33.4.

[en. B.C. Reg. 278/2004, s. 23.]

Fairness objections

- 33.42** (1) If a forestry revitalization proposal in respect of the coastal area is not rejected under section 33.41 (2) within 30 days after the last day the proposal is delivered to a contractor,
- (a) the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of the licences in the proposal is deemed to be amended or terminated as provided for in the proposal, and
- (b) if one or more impacted contractors who objected to the proposal have made a fairness objection under section 33.4 (5), a dispute is deemed to exist between the licence holder and each impacted contractor who objected to the proposal and who made a fairness objection.

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- (2) For a dispute deemed to exist under subsection (1),
 - (a) the sole issue is whether a forestry revitalization proposal deemed to be accepted meets the requirements of section 33.22 (h) with respect to the impacted contractors who have made fairness objections,
 - (b) the conciliator may have regard to other forestry revitalization proposals made by the licence holder, and
 - (c) if the conciliator concludes that the requirements of section 33.22 (h) are not met in respect of one or more of the impacted contractors who have made fairness objections, the licence holder is liable to those impacted contractors for damages in an amount determined by the conciliator in accordance with section 33.7.
- (3) If a forestry revitalization proposal in respect of the interior area is not rejected under section 33.41 (2) within 30 days after the last day the proposal was delivered to a contractor, and
 - (a) if no impacted contractor who objected to the proposal has made a fairness objection, the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of the licences in the proposal is deemed to be amended or terminated as provided for in the proposal, or
 - (b) if one or more impacted contractors who objected to the proposal has made a fairness objection under section 33.4 (5), a dispute is deemed to exist between the licence holder and those impacted contractors, which dispute must be resolved in accordance with section 33.51 (9) and (10).

[en. B.C. Reg. 524/2004, s. 8.]

Rejection of proposal

- 33.43** (1) If a forestry revitalization proposal is rejected under section 33.41 (2) within 30 days after the last day the proposal was delivered to a contractor, the licence holder may, within 30 days after receipt of the last notice of objection under section 33.4, by written notice to all contractors who received the forestry revitalization proposal,
- (a) elect proportionate reduction,
 - (b) make an amended forestry revitalization proposal, or
 - (c) commence mediation and arbitration proceedings under section 8.
- (2) The licence holder is deemed to have elected proportionate reduction if the licence holder, in accordance with subsection (1), does not
- (a) elect proportionate reduction,
 - (b) make an amended forestry revitalization proposal, or
 - (c) commence mediation and arbitration.

[en. B.C. Reg. 524/2004, s. 9.]

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 5 – Replaceability of Contracts and Subcontracts

**Dispute resolution proceedings for
a forestry revitalization proposal on the coast**

- 33.5** (1) If a licence holder commences mediation and arbitration referred to in section 33.43 (1) (c) because a forestry revitalization proposal in respect of licences in the coastal area was rejected, a single dispute is deemed to exist, as of the date of commencement, between the licence holder and all impacted contractors who have delivered notices of objection to the licence holder under section 33.4 (1).
- (2) The following apply to mediation or arbitration commenced in respect of a dispute deemed to exist under subsection (1):
- (a) a licence holder must deliver a notice of the dispute resolution proceedings to each contractor with a replaceable contract that pertains to a licence included in the forestry revitalization proposal, and to each union whose members may be affected by the disposition of the dispute;
 - (b) the following may take part in the mediation or arbitration as an intervenor to the extent permitted by the conciliator:
 - (i) a contractor who is entitled to receive notice under paragraph (a), and who is not an impacted contractor who delivered a notice of objection under section 33.4 (1);
 - (ii) a union that is entitled to receive notice under paragraph (a);
 - (c) the conciliator must determine
 - (i) if the forestry revitalization proposal is consistent with the AAC reduction criteria, and
 - (ii) if the requirements of section 33.22 (h) have been met in respect of a contractor who is a party to the dispute and has made a fairness objection under section 33.4 (5),and in making a determination under subparagraph (i) or (ii), the conciliator may have regard to other forestry revitalization proposals made by the licence holder.
- (3) If the conciliator determines under subsection (2) that the forestry revitalization proposal is consistent with the AAC reduction criteria and meets the requirements of section 33.22 (h), the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of licences in the proposal is deemed to be amended or terminated as provided for in the proposal.
- (4) If the conciliator determines under subsection (2) that the forestry revitalization proposal is consistent with the AAC reduction criteria, but that the requirements of section 33.22 (h) have not been met with respect to one or more impacted contractors who made fairness objections,

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 5 – Replaceability of Contracts and Subcontracts

- (a) the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of licences in the proposal is deemed to be amended or terminated as provided for in the proposal, and
 - (b) the licence holder is liable to those impacted contractors for damages in an amount to be determined by the conciliator in accordance with section 33.7.
- (5) If the conciliator determines under subsection (2) that the forestry revitalization proposal is not consistent with AAC reduction criteria, the licence holder may, within 30 days of the determination by the conciliator and by written notice to each contractor with a replaceable contract that pertains to the forestry revitalization proposal,
 - (a) impose the forestry revitalization proposal,
 - (b) make an amended forestry revitalization proposal, or
 - (c) elect proportionate reduction.
- (6) A licence holder is deemed to have elected proportionate reduction if the holder
 - (a) has not imposed the forestry revitalization proposal,
 - (b) made an amended forestry revitalization proposal, or
 - (c) elected proportionate reductionwithin 30 days of the determination under subsection (2) that the proposal is not consistent with the AAC reduction criteria.
- (7) If a licence holder imposes the forestry revitalization proposal under subsection (5) (a),
 - (a) that proposal is deemed to be accepted and each contract entered into by the licence holder with respect to the licences held by the licence holder and included in the proposal is deemed to be amended or terminated on the date provided in the proposal, and
 - (b) the licence holder is liable to any impacted contractor who objected to the proposal for damages in an amount determined by the conciliator in accordance with section 33.7.
- (8) If a licence holder makes an amended forestry revitalization proposal, under subsection (5), in respect of licences, and a rejection threshold of contractors gives the licence holder written notice of objection to the amended forestry revitalization proposal under section 33.4,
 - (a) despite section 33.43, that proposal is deemed to be accepted, and each contract that is entered into by the licence holder with respect to the licences held by the licence holder and included in the proposal is deemed to be amended or terminated on the date provided in the proposal, and
 - (b) the licence holder is liable to each impacted contractor who objected to that proposal in an amount determined by the conciliator in accordance with section 33.7.

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- (9) If a licence holder makes an amended forestry revitalization proposal, under subsection (5), in respect of licences, and a rejection threshold of contractors does not give the licence holder written notice of objection to the amended forestry revitalization proposal under section 33.4
- (a) that proposal is deemed to be accepted and each contract entered into by the licence holder with respect to the licences held by the licence holder and included in the proposal is deemed to be amended or terminated on the date provided in the proposal,
 - (b) the conciliator may determine if the amended forestry revitalization proposal meets the requirements of section 33.22 (h), on the application of any impacted contractor who made a fairness objection in relation to that proposal within 30 days after receipt of the amended forestry revitalization proposal from the licence holder, and
 - (c) if the conciliator makes a determination under paragraph (b) that the amended proposal does not meet the requirements of section 33.22 (h) in respect of one or more of the impacted contractors who objected, the licence holder is liable in damages to those contractors in an amount to be determined by the conciliator in accordance with section 33.7.

[en. B.C. Reg. 524/2004, s. 10.]

Dispute resolution proceedings for a forestry revitalization proposal for the interior

- 33.51** (1) If a licence holder commences mediation and arbitration referred to in section 33.43 (1) (c) because a forestry revitalization proposal in respect of licences in the interior area was rejected, a single dispute is deemed to exist, as of the date of commencement, between the licence holder and all impacted contractors who have delivered notices of objection to the licence holder under section 33.4 (1).
- (2) The following apply to mediation or arbitration commenced in respect of a dispute deemed to exist under subsection (1):
- (a) a licence holder must deliver a notice of the dispute resolution proceedings to each contractor with a replaceable contract that pertains to a licence included in the forestry revitalization proposal, and to each union whose members may be affected by the disposition of the dispute;
 - (b) the following may take part in the mediation or arbitration as an intervenor to the extent permitted by the conciliator:
 - (i) a contractor who is entitled to receive notice under paragraph (a), and who is not an impacted contractor who delivered a notice of objection under section 33.4 (1);
 - (ii) a union that is entitled to receive notice under paragraph (a);
 - (c) the conciliator must determine
 - (i) if the forestry revitalization proposal is consistent with the AAC reduction criteria, and

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 5 – Replaceability of Contracts and Subcontracts

- (ii) if the requirements of section 33.22 (h) have been met in respect of a contractor who is a party to the dispute and has made a fairness objection under section 33.4 (5),
and in making a determination under subparagraph (i) or (ii), the conciliator may have regard to other forestry revitalization proposals made by the licence holder.
- (3) If the conciliator determines under subsection (2) that the forestry revitalization proposal is consistent with the AAC reduction criteria, and
 - (a) meets the requirements of section 33.22 (h), the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of licences in the proposal is deemed to be amended or terminated as provided for in the proposal, or
 - (b) does not meet the requirements of section 33.22 (h), subsection (10) will apply.
- (4) If the conciliator has determined under subsection (2) that the forestry revitalization proposal is not consistent with AAC reduction criteria, the licence holder may, within 30 days of the determination by the conciliator and by written notice to each contractor with a replaceable contract that pertains to the forestry revitalization proposal,
 - (a) make an amended forestry revitalization proposal, or
 - (b) elect proportionate reduction.
- (5) If a licence holder has not made an amended forestry revitalization proposal, or elected proportionate reduction, within 30 days of the determination under subsection (2) that the proposal is not consistent with the AAC reduction criteria, the licence holder is deemed to have elected proportionate reduction.
- (6) If, in respect of an amended forestry revitalization proposal made under subsection (4),
 - (a) a rejection threshold of contractors gives a licence holder written notice of objection to the proposal under section 33.4, and
 - (b) at least one of those contractors is an impacted contractorthe licence holder, by written notice to all contractors who received the proposal, must
 - (c) elect proportionate reduction, or
 - (d) refer the proposal to the conciliator.
- (7) If a licence holder refers the amended forestry revitalization proposal to a conciliator under subsection (6), subsection (2) will apply, except that if the conciliator determines that the forestry revitalization proposal is consistent with the AAC reduction criteria, but that the requirements of section 33.22 (h) have not been met with respect to one or more impacted contractors who made fairness objections,

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- (a) the forestry revitalization proposal is deemed to be accepted and each contract entered into by the licence holder in respect of licences in the proposal is deemed to be amended or terminated as provided for in the proposal, and
 - (b) the licence holder is liable to those impacted contractors for damages in an amount to be determined by the conciliator in accordance with section 33.7.
- (8) If
 - (a) the conciliator has determined under subsection (2) that the amended forestry revitalization proposal referred under subsection (6) is not consistent with the AAC reduction criteria, or
 - (b) the licence holder has not elected proportionate reduction or referred an amended forestry revitalization proposal to the conciliator under subsection (5),the licence holder is deemed to have elected proportionate reduction.
- (9) For a dispute deemed to exist under section 33.42 (3), the sole issue is whether a forestry revitalization proposal deemed to be accepted meets the requirements of section 33.22 (h) with respect to the impacted contractors who have made fairness objections.
- (10) If
 - (a) for a dispute deemed to exist under section 33.42 (3), the conciliator determines that the requirements of section 33.22 (h) are not met in respect of one or more of the impacted contractors who have made fairness objections to the forestry revitalization proposal, or
 - (b) the conciliator has determined under subsection (2) that the forestry revitalization proposal is consistent with the AAC reduction criteria, but that the requirements of section 33.22 (h) have not been met with respect to one or more impacted contractors who made fairness objections to the proposal,the licence holder may, within 30 days of the determination and by written notice to those contractors,
 - (c) amend the forestry revitalization proposal with respect to those impacted contractors only, or
 - (d) elect to pay damages to those impacted contractors in respect of whom the conciliator has found that the requirements of section 33.22 (h) have not been met, in an amount determined by the conciliator in accordance with section 33.7.
- (11) If a licence holder amends a forestry revitalization proposal under subsection (10), and one or more of the impacted contractors in respect of whom the proposal was amended objects to the amendment, the conciliator may, on the application of any of those impacted contractors made within 30 days after receipt of the amended forestry revitalization proposal from the licence holder,

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determine if the amended forestry revitalization proposal meets the requirements of section 33.22 (h).

- (12) If the conciliator makes a determination under subsection (11) that the amended proposal does not meet the requirements of section 33.22 (h) in respect of one or more impacted contractors, or if the licence holder fails to make an amended forestry revitalization proposal under subsection (10) (c) or to elect damages under paragraph (10) (d), the licence holder is liable for damages to those contractors in an amount to be determined by the conciliator in accordance with section 33.7.
- (13) The amended forestry revitalization proposal made under subsection (10) (c), or if an amended proposal is not made, the forestry revitalization proposal described in subsection (10) (a) or (b), as the case may be, is deemed to be accepted and each contract entered into by the licence holder in respect of licences in the proposal is deemed to be amended or terminated as provided for in the proposal.

[en. B.C. Reg. 524/2004, s. 11.]

Proportionate reduction

- 33.6** (1) If a forestry revitalization proposal has not been accepted under section 33.41 or referred to dispute resolution under section 33.43 (1) (c), the licence holder may elect proportionate reduction, by written notice to all contractors holding replaceable contracts in respect of a group of licences or an ungrouped licence, at any time after
- (a) receiving an order of the minister under the *Forestry Revitalization Act* for that group of licences, or
 - (b) the coming into force of this section for an ungrouped licence.
- (2) Subject to subsection (1), the licence holder must implement proportionate reduction by written notice to all contractors holding replaceable contracts in respect of an ungrouped licence or group of licences, if, in respect of the ungrouped licence or group of licences, the licence holder has failed to make a forestry revitalization proposal by the time specified in section 33.2 (3).
- (3) A licence holder who has elected or is deemed to have elected proportionate reduction under section 33.43, 33.5 or 33.51 must give a written notice to all contractors holding replaceable contracts affected by the reduction.
- (4) The notice under subsections (1) to (3) must specify the effect of the proportionate reduction on each contract to which it applies with enough information to allow a reasonable person to determine if the licensee is complying with the requirements of section 33.21.
- (5) If proportionate reduction is elected, deemed elected or implemented, the parties to a replaceable contract must amend their contract, if necessary, to reflect that reduction.

[en. B.C. Reg. 278/2004, s. 23; am. B.C. Reg. 524/2004, s. 12.]

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 5 – Replaceability of Contracts and Subcontracts

Damages

- 33.7** (1) If an impacted contractor is entitled to receive damages from a licence holder under either section 33.5 or 33.51, the amount of damages payable by the licence holder must equal

$$X - Y$$

where

X is the damages that the conciliator determines would be payable based on a wrongful termination of a replaceable contract with an amount of work equal to the difference between

- (i) the amount of work each year that would be available to that contractor based on a proportionate reduction, and
- (ii) the amount of work each year as proposed for that contractor in the forestry revitalization proposal,

which determination is to be made without reference to any requirement by the contractor to mitigate the loss associated with that difference whether under the Forestry Revitalization Trust or otherwise, and

Y is the amount of mitigation funds that a contractor will receive under the Forestry Revitalization Trust based on a reduction in amount of work equivalent to the difference between

- (i) the amount of work each year that would be available to that contractor based on a proportionate reduction, and
- (ii) the amount of work each year as proposed for that contractor in the forestry revitalization plan.

- (2) Except as provided in subsection (1), a licence holder is not liable to a contractor or subcontractor for any damages or other remedy arising directly or indirectly from a reduction in the amount of work in, or termination of, a replaceable contract, that takes place as a result of this Division.
- (3) A contractor is not liable to a subcontractor for any damages or other remedy arising directly or indirectly from a reduction in the amount of work in, or termination of, a replaceable contract, that takes place as a result of this Division.
- (4) A contractor or subcontractor, within 90 days of receiving notice that the amount of work under the contract or subcontract has been reduced under this Division, may terminate a replaceable contract or subcontract, by written notice to the licence holder or contractor, without incurring any liability to the other party.

[en. B.C. Reg. 524/2004, s. 13.]

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 5 – Replaceability of Contracts and Subcontracts

Division 5.2 – Licence Transfer, Subdivision and Consolidation**Licence transfer**

33.8 A replaceable contract must provide that if the licence that the contract pertains to is transferred, the licence holder must require, as a condition of such transfer, that the transferee either

- (a) assume the licence holder's obligations under the contract, or
- (b) offer a new replaceable contract to the contractor on substantially the same terms and conditions as the original replaceable contract.

[en. B.C. Reg. 278/2004, s. 23.]

Licence subdivision

33.9 A replaceable contract must provide that if the licence that the contract pertains to is amended with the result that the harvesting rights granted under the licence are granted under two or more licences and the replaceable contract is affected by the amendment

- (a) the licence holder must offer the contractor one or more replaceable contracts that pertain to one or more of the licences arising out of the amendment,
- (b) the amount of work specified in the replaceable contracts offered to the contractor under paragraph (a) must be, in the aggregate, equivalent to or greater than the amount of work specified in the original replaceable contract, and
- (c) the replaceable contracts offered to the contractor under paragraph (a) must be on substantially the same terms and conditions as the original replaceable contract, except for the amount of work specified in each contract.

[en. B.C. Reg. 278/2004, s. 23.]

Licence consolidation

33.91 A replaceable contract must provide that if the licence that the contract pertains to, together with one or more other licences held by the licence holder, is replaced with a single licence,

- (a) the licence holder must offer the contractor a replaceable contract that pertains to the single licence,

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- (b) subject to paragraphs (c) and (d), the amount of work specified in the replaceable contract offered to the contractor under paragraph (a) must be equal to

$$N \times (O \div P)$$

where

N = the amount of work specified in the original replaceable contract,

O = the allowable annual cut of the licence that the original contract pertained to, and

P = allowable annual cut of the single licence arising out of the replacement of the licence that the original replaceable contract pertains to,

- (c) if the contractor and licence holder have agreed to specify the amount of work in the original replaceable contract as a fixed quantity, the amount of work specified in the new replaceable contract offered to the contractor under paragraph (a) must be the same as the amount of work specified in the original replaceable contract,
- (d) if the contractor and licence holder have agreed to specify the amount of work in the original replaceable contract in a manner other than as a percentage of the total amount of such work to be performed under the licence or as a fixed quantity, the amount of work specified in the new replaceable contract offered to the contractor under paragraph (a) must be equivalent to the amount of work in the original replaceable contract, and
- (e) except as provided in paragraphs (b) and (d), a replaceable contract offered to the contractor under paragraph (a) must be on substantially the same terms and conditions as the original replaceable contract.

[en. B.C. Reg. 278/2004, s. 23.]

Division 6 – Subcontracts**Replaceable subcontracts**

- 34** A contractor who offers a person a subcontract to replace the person's replaceable subcontract must do so with a replaceable subcontract.

[en. B.C. Reg. 278/2004, s. 24.]

Length and commencement of term and replaceability

- 35** (1) The replaceable subcontract that a contractor is required to offer to a subcontractor under section 34 or 37.1 must provide that, if the subcontractor has satisfactorily performed its obligations under the subcontract, and subject to the contractor continuing to satisfactorily perform the existing subcontract,
- (a) the contractor must offer a replacement subcontract to the subcontractor, and
- (b) the replacement subcontract must

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION

Part 5 – Replaceability of Contracts and Subcontracts

- (i) be offered 3 months or more before the expiry of the subcontract being replaced,
 - (ii) provide that it commences on or before the expiry of the subcontract being replaced,
 - (iii) be for a term no shorter than the term of the subcontract being replaced,
 - (iv) provide for payment to the subcontractor of amounts in respect of timber harvesting services as agreed to by the parties or, failing agreement, as determined in accordance with section 25, and
 - (v) otherwise be on substantially the same terms and conditions as the contract it replaces.
- (2) If a replaceable subcontract does not provide for an expiry date the subcontract expires on the second anniversary of the date on which the contract commenced.

[am. B.C. Reg. 278/2004, s. 25.]

Amount of work

- 36** (1) A replaceable subcontract must specify an amount of work to be performed during the term of the subcontract.
- (2) The amount of work specified in a replaceable subcontract must be expressed as
- (a) a fixed amount of work expressed in units of work appropriate to the type of work performed under the subcontract, or
 - (b) a specified percentage of the total amount of work of the type performed by the subcontractor that is required by the contractor in respect of all timber harvesting operations carried out under the replaceable contract during each term of the replaceable subcontract.
- (3) If a replaceable subcontract does not specify an amount of work in a manner provided for in subsection (2), the replacement subcontract that the contractor is required to offer to the subcontractor is deemed to specify an amount of work in accordance with subsection (2) (b) where the specified percentage is equal to

$$(K \div L) \times 100$$

where

- K is the total amount of work performed by the subcontractor under the replaceable subcontract during the term of the subcontract being replaced, and
- L is the total amount of work of the type performed by the subcontractor that is required by the contractor in respect of all timber harvesting operations carried out under the replaceable contract during the term of the subcontract being replaced.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 6 – Contractor Clause Compliance

Right respecting insufficient work

- 37** (1) Replaceable subcontracts must provide that the obligation of the contractor to offer a replacement subcontract is subject to it being apparent, at the time when the offer otherwise must be made, that there will continue to be a sufficient amount of work available for the replacement subcontract.
- (2) Replacement subcontracts must provide that if the contractor runs out of work available for the purposes of the replacement subcontract, then either the contractor or the subcontractor, on written notice to the other, may terminate the contract without either party incurring any liability to the other.

Licence transfer, subdivision or consolidation

- 37.1** A replaceable subcontract must provide that if a contract is offered to a contractor under a provision required by section 33.8, 33.9 or 33.91 in replacement for a replaceable contract to which the replaceable subcontract pertains, the contractor must offer the subcontractor one or more replaceable subcontracts to replace the subcontract.

[en. B.C. Reg. 278/2004, s. 26.]

Contract transfer

- 37.2** A replaceable subcontract must provide that if the replaceable contract that the subcontract pertains to is assigned, the contractor must require, as a condition of such transfer, that the transferee either
- (a) assume the contractor's obligations under the subcontract, or
 - (b) offer a new replaceable subcontract to the subcontractor on substantially the same terms and conditions as the subcontract.

[en. B.C. Reg. 278/2004, s. 26.]

Other sections applicable to subcontracts

- 38** Sections 22, 24.1, 25, 25.1, 25.2, 26 and 26.01 apply to replaceable subcontracts, and a reference to a licence holder or contractor or to a licence or contract in those sections, or any standard provision required by those sections, applies to a contractor or subcontractor or to a contract or subcontract as the context requires.

[en. B.C. Reg. 278/2004, s. 27.]

PART 6 – CONTRACTOR CLAUSE COMPLIANCE**Compliance with contractor clause to be assessed annually**

- 39** (1) Compliance, by the holder of a licence as referred to in the definition of "contractor clause", must be assessed for each calendar year in accordance with this regulation.
- (2) If on April 1, 1996 the holder of a tree farm licence or a forest licence for the interior area is relying on a contract that is not a replaceable contract to comply with the contractor clause in that licence, the licence holder may at any time

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION**Part 6 – Contractor Clause Compliance**

before January 1, 1997, substitute any replaceable contract relating to the licence for that non-replaceable contract for the purpose of compliance with the contractor clause.

Coastal area compliance

- 40** The holder of a replaceable tree farm licence for the coastal area complies with the contractor clause only if the volume of timber that is required to be harvested under the licence by a person under contract is so harvested under any combination of full contracts, each of which provides for a term of at least 5 years, and phase contracts each of which provides for a term of at least 2 years.

Interior area compliance

- 41** The holder of a replaceable tree farm licence or replaceable forest licence for the interior area referred to in the definition of “contractor clause” complies with the contractor clause only if
- (a) at least 70% of the volume of timber that is required to be harvested under the licence by a person under contract is so harvested under
 - (i) full contracts, each of which provides for a term of at least 5 years,
 - (ii) phase contracts, each of which provides for a term of at least 5 years, or
 - (iii) any combination of full contracts described in subparagraph (i) and phase contracts described in subparagraph (ii), and
 - (b) the remaining volume of timber that is required to be harvested by a person under contract is so harvested under
 - (i) full contracts, each of which provides for a term of at least 2 years,
 - (ii) phase contracts, each of which provides for a term of at least 2 years, or
 - (iii) any combination of full contracts described in subparagraph (i) and phase contracts described in subparagraph (ii).

Notification to contractors for the interior area

- 42** For each contract used by a licence holder for the purpose of complying with a contractor clause in a licence for the interior area, the licence holder must
- (a) provide a copy of the contract to the ministry on request, and
 - (b) advise the contractor, on request, whether the contract is being used for the purpose of complying with the contractor clause in the licence and, if so, of the volume of timber attributed to the contract by the licence holder for the purposes of complying with the contractor clause in that licence.

Volume attributable to full contracts

- 43** For assessment of compliance with a contractor clause,

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION

Part 6 – Contractor Clause Compliance

- (a) timber that is included in the calculation of the volume harvested under a full contract must not be included in the calculation of the volume of timber handled under a phase contract, and
- (b) the volume of timber harvested under a full contract during a calendar year is the attributable volume.

Volume attributable to phase contracts

44 For assessment of compliance with a contractor clause

- (a) the volume of timber deemed to be harvested under a phase contract, other than a phase contract for logging road construction, logging road maintenance and logging access road construction, is calculated by applying the formula

$$M \times P$$

where

M is the aggregate of the phase contribution amounts for the phases included in the contract divided by the allowable annual cut of the licence to which the contract pertains, and

P is the volume of timber harvested under the phase contract,

- (b) the volume of timber deemed to be harvested under a phase contract for logging road construction, logging road maintenance or logging access road construction is calculated by applying the formula

$$Q \times (R \div S)$$

where

Q is the volume of timber harvested under the licence,

R is the total cost for the appropriate phase contract in the year of construction or maintenance, as the case may be, and

S is the total cost incurred by the licence holder for all phases of the timber harvesting operation on the licence, and

- (c) the volume of timber harvested under phase contracts during a calendar year is the sum of the volumes as calculated under paragraphs (a) and (b) and is the attributable volume.

[am. B.C. Reg. 524/2004, s. 14.]

Total volume deemed contracted

45 The total volume of timber attributable to contracts is the sum of the volume of timber attributable to full contracts and phase contracts.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATION

Part 7 – Standard Provisions

Condition on relief – tree farm licences

- 46** The minister, in granting the relief referred to in section 35 (1) (I) of the Act, must not relieve the holder of a tree farm licence from the provisions of section 35 (1) (I) of the Act unless satisfied that compliance is not feasible in the circumstances.

Discretion to grant relief for forest licences

- 47** (1) The minister by order may relieve the holder of a forest licence for the interior from one or more provisions of this Part, subject to the conditions, if any, imposed by the minister.
- (2) The minister must exercise the power granted by subsection (1) only if satisfied that compliance is not feasible in the circumstances.

PART 7 – STANDARD PROVISIONS**Required provisions**

- 48** To comply with the requirements of each of the sections listed below, a contract or subcontract must contain either the provision set out in the Schedule listed beside the section below, or a provision agreed to by the parties that is consistent in all material ways with the requirement represented by that section¹⁷.

Section	Schedule
4 (1)	1
4 (2)	2
5	3
13	4
14	5
15	6
17 (2)	7
18 (1)	8
18 (3)	9
18 (5)	10
20	11
21	12
22 (1) and (2)	13
24.1	13.1
27	15
33	16
33.8	16.1
33.9	16.2
33.91	16.3
35	17
36 (2)	18

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONPart 8 – Waiver or Amendment of Requirement

37 (1)	19
37 (2)	20
37.1	21
37.2	22

[en. B.C. Reg. 278/2004, s. 29.]

Standard dispute resolution provision

- 49** To comply with the requirement of section 5, a contract or subcontract must contain either
- (a) the standard provision set out in Schedule 3, or
 - (b) a provision for dispute resolution agreed to by the parties on or after April 1, 1996 that is consistent with the *Commercial Arbitration Act*, that provides for the use of both mediation and arbitration, and that provides for the appointment of a mediator and, if necessary, an arbitrator within the time frames provided for in section 8.

Standard provisions

- 50** The provisions set out in Schedules 1 to 22 are standard provisions for the purpose of section 160 of the Act.

[am. B.C. Reg. 278/2004, s. 30.]

Deadlines for amendment

- 51** For the purpose of section 160 of the Act, the deadline before which the parties to a contract or subcontract that does not comply with section 4 (1) or (2), 5, 13, 14, 15, 17 (2), 18 (1), (3) and (5), 20, 21, 22 (1) or (2), 24.1, 27, 33, 33.8, 33.9, 33.91, 35, 36 (2), 37 (1) or (2), 37.1 or 37.2 must amend the contract or subcontract in order to comply is
- (a) June 21, 2004, for those contracts and subcontracts in effect on June 21, 2004, and
 - (b) the date the contract or subcontract is made, for those contracts and subcontracts entered into after June 21, 2004.

[en. B.C. Reg. 278/2004, s. 31.]

PART 8 – WAIVER OR AMENDMENT OF REQUIREMENT**Waiver or amendment of certain requirements of the regulation**

- 52** If, on or after June 21, 2004, a licence holder and a contractor or a contractor and a subcontractor agree in writing, they may waive or amend any of the requirements of sections 6, 8 to 10, 12 to 15, 17 to 26.02, 34 to 38 and those requirements of Part 7 that relate to any of those sections.

[en. B.C. Reg. 278/2004, s. 32.]

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 1

SCHEDULE 1*(Section 4 (1))***STANDARD PROVISION – ASSIGNABILITY OF
REPLACEABLE CONTRACTS**

- 1** The contractor may assign any of its rights or interest under this contract, provided the contractor first obtains the consent of the licence holder.
- 2** The licence holder will not unreasonably withhold its consent to any assignment proposed by the contractor.

SCHEDULE 2*(Section 4 (2))***STANDARD PROVISION – ASSIGNABILITY OF
REPLACEABLE SUBCONTRACTS**

- 1** The subcontractor may assign any of its rights or interest under this contract, provided the subcontractor first obtains the consent of the contractor.
- 2** The contractor will not unreasonably withhold its consent to any assignment proposed by the contractor.

SCHEDULE 3

[en. B.C. Reg. 278/2004, s. 33.]

*(Section 5)***STANDARD PROVISION – RESOLUTION OF DISPUTES**

- 1** All disputes that have arisen or may arise between the parties under or in connection with this contract will be referred to mediation and, if not resolved by the parties through mediation, will be referred to arbitration in accordance with the dispute resolution systems established by the regulation.

SCHEDULE 4*(Section 13)***STANDARD PROVISION – REPLACEMENT CONTRACT**

- 1** Provided that the contractor has satisfactorily performed the contractor's obligations under this contract, and subject to the contractor continuing to do so, the licence holder will, at least 3 months before the expiry of this contract, offer the contractor a replacement contract that
 - (a) commences on or before the expiry of this contract,
 - (b) except as provided for in paragraph (c) and in the regulation, has substantially the same terms and conditions as this contract, and

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 5

- (c) provides for payment to the contractor of amounts to be agreed upon by the parties, or failing agreement, determined by the method of dispute resolution provided for in the contract.

SCHEDULE 5

[am. B.C. Regs. 278/2004, s. 34; 524/2004, s. 15.]

(Section 14)

STANDARD PROVISION – CHANGES

- 1** Subject to section 2, the licence holder may, for bona fide business and operational reasons and on reasonable notice to the contractor, require the contractor to do one or more of the following:
- (a) use timber harvesting methods, technology or silviculture systems that are different than those historically used by the contractor under the contract;
 - (b) move to a new operating area;
 - (c) comply with different operating specifications;
 - (d) undertake any other operating change necessary to comply with a direction made by a government agency or lawful obligation imposed by a federal, provincial or municipal government;

and the contractor will comply with the requirements.

- 2** Despite section 1, if a requirement made by a licence holder under section 1 results in a substantial change in the timber harvesting services provided by the contractor, the contractor may, within 30 days of receiving notice of the requirement, and by written notice to the licence holder, terminate the contract without liability to the licence holder.
- 3** If a requirement is made under section 1 and the contractor does not elect to terminate this contract under section 2, either party may, within 90 days of the contractor receiving notice under section 1, request a review of the rate then in effect.
- 4** If either party requests a rate review pursuant to section 3 and the parties are unable to agree upon a new rate, a rate dispute is deemed to exist and must be resolved in accordance with Part 5, Division 4 of the regulation.

SCHEDULE 6

(Section 15)

STANDARD PROVISION – TERMINATION

- 1** If a licence in respect of which the contractor is providing timber harvesting services under this contract expires or is cancelled or surrendered, this contract may be terminated by either party, to the extent that it relates to that licence, without liability to the other party.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 7

SCHEDULE 7*(Section 17 (2))***AMOUNT OF WORK**

- 1 Except as provided in the regulation, or in a provision of this contract permitted or required by the regulation, the licence holder will not reduce the specified amount of work to be performed by the contractor in each year of this contract.

SCHEDULE 8*(Section 18 (1))***VOLUME DEPENDENT CONTRACT**

- 1 Subject to the regulation, and subject to a provision of this contract permitted or required by the regulation, in each year of the term of this contract the licence holder will allocate to the contractor and the contractor will perform the timber harvesting services of the type provided for in this contract that are required to process percent (.....%) of the total amount of timber processed by the licence holder under the licence in that year.

SCHEDULE 9*(Section 18 (3))***DEDICATED PHASE CONTRACT**

- 1 Subject to the regulation, or a provision of this contract permitted or required by the regulation, in each year of the term of this contract the licence holder will allocate to the contractor and the contractor will perform the timber harvesting services of the type provided for in this contract that are required to process percent (.....%) of the work of that type which is required to facilitate the timber harvesting operations of *[insert the name of the contractor or a description of the company operation to which this contract is dedicated]*.

SCHEDULE 10*(Section 18 (5))***VOLUME INDEPENDENT CONTRACT**

- 1 Subject to the regulation, or a provision of this contract permitted or required by the regulation, in each year of the term of this contract the licence holder will allocate to the contractor and the contractor will perform the timber harvesting services of the type provided for in this contract that are required to process percent (.....%) of the difference between A and B where
 - A is the total amount of work of the type provided for in this contract required by the licence holder in that year for the purposes of all timber harvesting operations carried out under the licence, and
 - B is the total amount of work of the type provided for in this contract that is provided to the licence holder in that year for the purpose of timber harvesting operations under the licence

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 11

- (a) under replaceable contracts described in section 18 (1) of the regulation that pertain to the licence,
- (b) under dedicated phase contracts, as defined in the regulation, that pertain to the licence, and
- (c) by employees of a licence holder as part of one or more company operations that operate as an integrated unit performing a substantial portion of a timber harvesting operation but, for greater certainty, not including work that, if performed by a contractor, would be characterized as work performed under a volume independent contract.

SCHEDULE 11*(Section 20)***EXPERIMENTS**

- 1** In any year during the term of this contract, the licence holder may allocate to the contractor, and the contractor must perform, an amount of work that is less than the amount of work specified in the contract, if
 - (a) the reduction in the amount of work is necessary to enable the licence holder to experiment with timber harvesting methods, technology or silviculture systems different than those used historically by the licence holder on the licence to which the contract relates,
 - (b) the contractor receives reasonable notice of the reduction,
 - (c) the experiment is for bona fide business and operational reasons,
 - (d) it is not practicable for the contractor to perform the work required to conduct the experiment, and
 - (e) the licence holder has used reasonable efforts to distribute the reduction of work associated with any experiments fairly among company operations and other contractors carrying out timber harvesting operations under the licence.

SCHEDULE 12

[am. B.C. Reg. 278/2004, s. 35.]

*(Section 21)***DIFFERING AMOUNT OF WORK**

- 1** In any year during the term of this contract, the licence holder may allocate to the contractor and the contractor must perform an amount of work that differs from the amount of work specified in the contract, provided that
 - (a) the difference is attributable to bona fide business and operating reasons on the part of the licence holder, and
 - (b) the amount of work that the licence holder allocates to the contractor and that the contractor is required to perform under this contract over each amount of work compliance period of the licence is equal to or greater than 95% of the aggregate of the specified amount of work provided for during that amount of work compliance period, less the aggregate of any reductions in that amount of work imposed during

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 13

that amount of work compliance period as permitted by a provision of this contract required or permitted by section 20 or 22 of the regulation.

SCHEDULE 13

(Section 22 (1) and (2))

STANDARD PROVISION – EVENTS BEYOND CONTROL

- 1** The licence holder is not liable to the contractor for any failure to allocate to the contractor in any year the amount of work specified in this contract, as adjusted pursuant to a provision of this contract required or permitted by sections 20 or 21 of the regulation, if the failure results from changes in law, natural disasters, interference by a person who is not a party to the contract or any other event beyond the reasonable control of the licence holder, other than a change in the market price of logs.
- 2** The contractor is not liable to the licence holder for any failure to perform the amount of work allocated by the licence holder in any year if the failure results from changes in law, natural disasters, interference by a person who is not a party to this contract or any other event beyond the reasonable control of the contractor, other than a change in the market price of logs.

SCHEDULE 13.1

[en. B.C. Reg. 278/2004, s. 36.]

(Section 24.1)

STANDARD PROVISION – RATE DISPUTE

- 1** If a rate dispute as defined in the regulation arises, the dispute will be resolved in accordance with the provisions of this contract for dispute resolution and as required by Part 5, Division 4 of the regulation.

SCHEDULE 14

Repealed. [B.C. Reg. 278/2004, s. 37.]

SCHEDULE 15

(Section 27)

STANDARD PROVISION – AAC REDUCTION PROPOSAL

- 1** The licence holder may make a proposal to the contractor to reduce the amount of work specified in this contract or to terminate this contract in accordance with section 27 of the regulation if
 - (a) the allowable annual cut of the licence in respect of which the contractor is providing services under this contract is reduced, or
 - (b) a licence that is subject to a fibre basket agreement affecting this contract expires or is cancelled or surrendered.
- 2** The amount of work specified in this contract will be amended or this contract terminated in accordance with the resolution of a proposal made under section 1.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 16

SCHEDULE 16*(Section 33)***STANDARD PROVISION – TERMINATION
DUE TO WORK REDUCTION**

- 1 If the amount of work to be provided by the contractor under this contract is reduced as a result of a proposal made in accordance with a provision of this contract required by section 27 of the regulation, the contractor may, within 90 days of the reduction taking effect, by written notice to the licence holder, terminate this contract without incurring any liability to the licence holder.

SCHEDULE 16.1

[en. B.C. Reg. 278/2004, s. 38.]

*(Section 33.8)***LICENCE TRANSFER**

- 1 If the licence holder transfers the licence, the licence holder will require, as a condition of the transfer of the licence, that the transferee of the licence either
 - (a) assume the licence holder's obligations under this contract, or
 - (b) offer a new contract to the contractor on substantially the same terms and conditions as the contract.

SCHEDULE 16.2

[en. B.C. Reg. 278/2004, s. 38.]

*(Section 33.9)***LICENCE SUBDIVISION**

- 1 If the licence to which this contract pertains is amended such that the harvesting rights granted under that licence are granted under two or more licences, and the contractor's rights under this contract are affected by the amendment, the licence holder will offer the contractor one or more contracts that
 - (a) commence on the date of amendment,
 - (b) terminate and replace this contract,
 - (c) pertain to one or more licences that arise from the subdivision,
 - (d) specify an amount of work that, in aggregate with all contracts offered to the contractor under this section, is equivalent to the specified amount of work in this contract, and
 - (e) except as otherwise provided in this section, are on substantially the same terms and conditions as this contract.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 16.3

SCHEDULE 16.3

[en. B.C. Reg. 278/2004, s. 38.]

*(Section 33.91)***LICENCE CONSOLIDATION**

- 1** If the licence to which this contract pertains, together with one or more other licences held by the licence holder, are replaced with a single licence, the licence holder will offer the contractor a contract that
- (a) commences on the date of replacement,
 - (b) terminates and replaces this contract,
 - (c) pertains to the licence that arises from the replacement,
 - (d) subject to paragraphs (e) and (f), specifies an amount of work equal to $N \times (O \div P)$
where
 - N = the amount of work specified in the contract,
 - O = the allowable annual cut of the licence to which this contract pertains, and
 - P = the allowable annual cut of the replacement licence,
 - (e) specifies the same amount of work as this contract if this contract specifies the amount of work as a fixed quantity,
 - (f) specifies the equivalent amount of work as this contract if this contract specifies that amount of work in a manner other than as a fixed amount or a percentage, and
 - (g) except as otherwise provided in this section, is on substantially the same terms and conditions as this contract.

SCHEDULE 17*(Section 35)***REPLACEMENT SUBCONTRACT**

- 1** Provided that the subcontractor has satisfactorily performed the subcontractor's obligations under this subcontract, and subject to the contractor continuing to do so, the contractor will, at least 3 months before the expiry of this subcontract, offer the subcontractor a replacement subcontract that
- (a) commences on or before expiry of this subcontract,
 - (b) except as provided for in paragraph (c) and in the regulation, has substantially the same terms and conditions as this subcontract, and
 - (c) provides for payment to the subcontractor of amounts to be agreed upon by the parties, or failing agreement, to be settled by the method of dispute resolution applicable to the subcontract.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 18

SCHEDULE 18*(Section 36 (2))***AMOUNT OF WORK**

- 1 Unless the parties have otherwise agreed to a fixed amount of work to be performed during the term of this contract and subject to the regulation, during the term of this subcontract the subcontractor will provide, and the contractor will direct the subcontractor to provide, percent (.....%) of the *[insert description of the type of work to be performed under the subcontract]* services that are required by the contractor in order to perform the contract in relation to which this subcontract was made.

SCHEDULE 19*(Section 37 (1))***STANDARD PROVISION – INSUFFICIENT WORK**

- 1 The contractor's obligation to offer a replacement subcontract to the subcontractor is subject to it being reasonably apparent at the time when the offer otherwise must be made that there will be a sufficient amount of work available for the replacement subcontract, based upon the contractor's then current or a future replacement contract with the licence holder.

SCHEDULE 20*(Section 37 (2))***STANDARD PROVISION – TERMINATION OF REPLACEMENT
SUBCONTRACT DUE TO INSUFFICIENT WORK**

- 1 If, during the term of this replacement subcontract, the contractor runs out of work available for the purposes of this replacement subcontract, either the contractor or the subcontractor, on written notice to the other, may terminate this replacement subcontract without either party incurring liability to the other.

SCHEDULE 21*[en. B.C. Reg. 278/2004, s. 38; am. B.C. Reg. 524/2004, s. 16.]**(Section 37.1)***STANDARD PROVISION – REPLACEMENT OF SUBCONTRACT
ON LICENCE, TRANSFER, SUBDIVISION OR CONSOLIDATION**

- 1 If the contract to which this subcontract pertains is replaced with one or more replaceable contracts as a result of a provision required by section 33.8, 33.9 or 33.91 of the regulation, the contractor will enter into one or more replaceable subcontracts with the subcontractor on substantially the same terms and conditions as this subcontract, which subcontracts must specify, in the aggregate, an amount of work equivalent to or greater than the amount of work specified in this subcontract.

TIMBER HARVESTING CONTRACT AND SUBCONTRACT REGULATIONSchedule 22

SCHEDULE 22

[en. B.C. Reg. 278/2004, s. 38.]

*(Section 37.2)***STANDARD PROVISION – REPLACEMENT OF SUBCONTRACT
ON ASSIGNMENT OF CONTRACT**

- 1** If the contract to which this subcontract pertains is assigned by the contractor, the contractor will require that person either
- (a) to assume the contractor's rights and obligations under this subcontract, or
 - (b) to offer the subcontractor a replaceable subcontract on substantially the same terms and conditions as this subcontract.

Note: this regulation replaces B.C. Reg. 258/91.

[Provisions of the *Forest Act*, R.S.B.C. 1996, c. 157, relevant to the enactment of this regulation: sections 151 to 160]

Queen's Printer for British Columbia©
Victoria, 2004

Income Tax Act

NATURAL GAS TAX CREDIT REGULATION

B.C. Reg. 145/2019

Contents

- 1 Definitions
 - 1.1 Prescribed amount of LNG
 - 1.2 Reference point
- 2 Prescribed percentage
 - 2.1 Pipeline fuel and losses adjustment
- 3 Interest on percentage owing to government
- 4 Interest on tax refunds
- 5 Reference price

Definitions

- 1** In this regulation:

“**Act**” means the *Income Tax Act*;

“**Compressor Station 2**” means the compressor station located at 55° 38' 54.76" north latitude and 122° 12' 30.70" west longitude on the natural gas pipeline known as the Westcoast Transmission System.

[en. B.C. Reg. 232/2019, s. 1.]

Prescribed amount of LNG

- 1.1** For the purposes of paragraph (b) of the definition of “major LNG facility” in section 172 of the Act, the prescribed amount of LNG per year is 2 million tonnes.

[en. B.C. Reg. 232/2019, s. 2.]

Reference point

- 1.2** For the purposes of the definition of “reference point” in section 177 of the Act, the prescribed reference point is Compressor Station 2.

[en. B.C. Reg. 232/2019, s. 2.]

Prescribed percentage

- 2** For the purposes of section 173 (4) of the Act, the prescribed percentage is 2.5%.

Pipeline fuel and losses adjustment

- 2.1** (1) For the purposes of section 180 of the Act, a corporation’s pipeline fuel and losses adjustment, in respect of a major LNG facility and for the month, is the amount determined by the following formula:

$$\text{pipeline fuel and losses adjustment} = \left[\frac{\text{volume variance}}{\text{adjusted LNG facility inlet volume}} \right] \times 100\%$$

where

volume variance = the amount determined under subsection (2) for the month;

adjusted LNG facility inlet volume = the total of the following:

- (a) the volume of natural gas deemed to have been purchased under section 178 of the Act by the corporation in the month at an LNG facility inlet meter for the major LNG facility;
- (b) the volume of natural gas disposed of by the corporation in the month at an LNG facility inlet meter for the major LNG facility;
- (c) the volume of natural gas disposed of by the corporation in the month while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility.

- (2) For the purposes of the description of “volume variance” in subsection (1), the amount determined for the month is the amount determined by the following formula:

$$\text{volume variance} = \text{feedstock pipeline inlet volume} + \text{acquisitions} - \text{dispositions} - \text{change in inventory} - \text{LNG facility inlet volume}$$

where

feedstock pipeline inlet volume = the volume of natural gas owned by the corporation that passes, in the month, through the feedstock pipeline inlet designated in respect of the major LNG facility;

acquisitions = the volume of natural gas acquired by the corporation in the month

- (a) while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility, or
- (b) at an LNG facility inlet meter for the major LNG facility from a person or partnership;

dispositions = the volume of natural gas disposed of by the corporation in the month

- (a) while that natural gas is in the feedstock pipeline that delivers natural gas to the major LNG facility, or
- (b) at an LNG facility inlet meter for the major LNG facility;

change in inventory = the volume of natural gas equal to the volume of natural gas owned by the corporation and in the feedstock pipeline at the end of the month less the volume of natural gas owned by the corporation and in the feedstock pipeline at the end of the preceding month;

LNG facility inlet volume = the volume of natural gas notionally acquired by the corporation at an LNG facility inlet meter for the major LNG facility in the month.

[en. B.C. Reg. 232/2019, s. 2.]

NATURAL GAS TAX CREDIT REGULATION

Interest on percentage owing to government

- 3** (1) For the purposes of section 194 (4) of the Act, interest payable to the government under Part 13 of the Act must be calculated on a daily basis and compounded monthly.
- (2) For the purposes of section 194 (4) of the Act, the rate of interest prescribed is, during each successive 3 month period beginning on April 1, July 1, October 1 and January 1 in each year, 3% above the prime lending rate of the principal banker to the Province on the 15th day of the month immediately preceding that 3 month period.

Interest on tax refunds

- 4** (1) Interest payable under section 197 (2) of the Act must be calculated on a daily basis and compounded monthly.
- (2) For the purposes of section 197 (2) of the Act, the rate of interest prescribed is, during each successive 3 month period beginning on January 1, April 1, July 1 and October 1 in each year, 2% below the prime lending rate of the principal banker to the Province on the 15th day of the month immediately preceding that 3 month period.

Reference price

- 5** In determining the reference price for the purposes of section 180 of the Act, the minister charged with the administration of the *Petroleum and Natural Gas Act* must consider the monthly Natural Gas Exchange Inc.'s NGX AB-NIT natural gas price indices that relate to any period in the month.

Wildlife Act

HUNTING REGULATION

B.C. Reg. 190/84

Division 1 – Interpretation

Definitions and interpretation

1 (1) In this regulation:

“**Act**” means the *Wildlife Act*;

“**antlerless animal**” means a member of the deer family bearing no visible bony antlers and, for the purposes of this definition, the small skin or hair covered protuberances on male fawns and calves are not antlers;

“**bait**” means any thing, including meat, cereal, cultivated crops, a restrained animal or any manufactured product or material, that may attract wildlife, but does not include a decoy;

“**bearded turkey**” means a turkey with a tuft of hair-like feathers that grow larger with age, and are found on the chest of the turkey;

“**brow palm**”, in relation to an antler of a moose, means the lateral branch that is separated from a main palm by the deepest antler bay, and for the purposes of this definition the deepest antler bay is the antler bay whose vertex is the shortest distance from the antler base when measured along the surface of the antler;

“**brow tine**” means the first lateral branch, of an antler of deer, elk, moose or caribou, that projects forward and occurs in the lower one third of the antler;

“**buck**” or “**bull**” with reference to deer, moose or elk means one bearing visible bony antlers, but does not include a calf;

“**buck**” or “**bull**” with reference to caribou means a male bearing visible bony antlers, but does not include a calf;

“**calf**” in reference to a moose, elk or caribou means one that is less than 12 months of age;

“**compound crossbow**” means a crossbow on which the bow string passes through a series of pulleys;

“**cougar kitten**” means a spotted cougar, or a cougar less than one year of age, as determined by the regional manager or designate;

“**decoy**” means a material or manufactured product that simulates the appearance or has the form of wildlife;

“**feral pig**” has the same meaning as in section 3.2 (1) of the Designation and Exemption Regulation, B.C. Reg. 168/90;

“**full curl bighorn ram mountain sheep**” means any male bighorn mountain sheep,
(a) the head of which, when viewed squarely from the side, has at least one horn tip extending upwards beyond a straight line drawn through the centre of the nostril and the lowest hindmost portion of the horn base, or

MINISTER OF CHILDREN AND FAMILY DEVELOPMENT

EARLY LEARNING AND CHILD CARE ACT

CHAPTER 22

Assented to October 28, 2021

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HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

PART 1 – DEFINITIONS AND APPLICATION

Definitions

1 In this Act:

- “**child**” means an unmarried person under 19 years of age;
- “**child care**” means, subject to section 2, the care and supervision of a child in a child care facility;
- “**child care benefit**” means a benefit within the meaning of section 4;
- “**child care facility**” means a setting in which child care is provided, including a child’s home;
- “**child care grant**” means a grant within the meaning of section 3;
- “**child care provider**” means a person operating a child care facility;
- “**grant agreement**” means an agreement, referred to in section 3, governing a child care grant;
- “**Indigenous governing body**” has the same meaning as in the *Declaration on the Rights of Indigenous Peoples Act*;
- “**Indigenous peoples**” has the same meaning as in the *Declaration on the Rights of Indigenous Peoples Act*;
- “**licensed child care facility**” means a child care facility licensed under the *Community Care and Assisted Living Act* to provide child care;
- “**parent**” includes a person with whom a child resides and who stands in place of a parent of the child;

“recipient”, in relation to a child care benefit, means a person to or for whom a child care benefit is paid;

“tribunal” means the Employment and Assistance Appeal Tribunal established under section 19 of the *Employment and Assistance Act*.

Application of Act

- 2** This Act does not apply to the care and supervision of a child
- (a) while the child is attending an educational program, in relation to kindergarten to grade 12 education, provided under the *School Act*, the *Independent School Act*, a Nisga’a law or a law of a treaty first nation, or
 - (b) by the child’s parent, except as provided by the regulations.

PART 2 – CHILD CARE

Division 1 – Financial Supports

Child care grants

- 3**
- (1) The minister may, at the minister’s discretion, pay a grant to a person in accordance with an agreement under this section.
 - (2) On application by a person and subject to the regulations, the minister may enter into a written agreement with the person or another person for any of the following purposes:
 - (a) to facilitate the establishment or operation of a licensed child care facility or, if prescribed, another type of child care facility;
 - (b) to improve the accessibility, quality, inclusiveness or affordability of child care;
 - (c) to facilitate the design or delivery of child care by Indigenous peoples for Indigenous peoples;
 - (d) a prescribed purpose;
 - (e) to facilitate the development or operation of programs or services that promote the achievement of a purpose referred to in paragraphs (a) to (d).
 - (3) Subject to the regulations, the minister may specify the terms and conditions to be included in an agreement under subsection (2).

Child care benefits

- 4** On application by a parent and subject to the regulations, the minister may pay a benefit to or for the parent if the parent is eligible for the benefit, for the purpose of reducing or eliminating the cost of child care to the parent.

Division 2 – Child Care Strategy

Provincial Child Care Council

- 5** (1) In this section, “**council**” means the Provincial Child Care Council continued under subsection (2).
- (2) The Provincial Child Care Council is continued consisting of at least 14 and not more than 21 members appointed by the minister.
- (3) The minister must designate
- (a) one member as chair of the council, or
 - (b) 2 or more members as co-chairs of the council.
- (4) The minister may set the term of office of any member of the council.
- (5) The minister
- (a) may reimburse members for reasonable travelling and out-of-pocket expenses necessarily incurred by the members in attending council meetings, and
 - (b) may pay remuneration to the members.
- (6) The council may make recommendations to the minister about the following matters:
- (a) the accessibility, quality, inclusiveness or affordability of child care;
 - (b) child care grants or child care benefits;
 - (c) the role of child care in the social, cultural, educational, emotional, cognitive and physical development of children;
 - (d) the staffing of child care facilities and other resources for child care;
 - (e) any other matter related to child care.

Annual reporting

- 6** (1) The minister must, for each fiscal year of the government, prepare a report of the actions taken by the government during the fiscal year to
- (a) support the design and delivery of child care that is
 - (i) affordable,
 - (ii) inclusive,
 - (iii) accessible by every child whose family needs or wants child care, and
 - (iv) of high quality, taking into account the social, cultural, educational, emotional, cognitive and physical development of children,
 - (b) support the relationship between child care and kindergarten to grade 12 education and the transitions between child care and that education, and

- (c) collaborate with Indigenous peoples in relation to the matters referred to in paragraphs (a) and (b), taking into account the United Nations Declaration on the Rights of Indigenous Peoples.
- (2) On or before December 1 following the end of the fiscal year to which a report prepared under subsection (1) relates, the minister must publish the report on a publicly accessible website maintained by or on behalf of the government.

PART 3 – ADMINISTRATION AND ENFORCEMENT

Division 1 – Information Collection

Information and verification

- 7 (1) For the purpose of determining or auditing eligibility for a child care benefit, the minister may do one or more of the following:
 - (a) direct an applicant for or recipient of a child care benefit to supply information to the minister within the time and in the manner specified by the minister;
 - (b) seek verification of any information supplied by a person referred to in paragraph (a);
 - (c) direct a person referred to in paragraph (a) to supply to the minister verification of any information supplied by that person or another person;
 - (d) without limiting a power of the minister under paragraphs (b) and (c), collect unsolicited information from a person about another person if the information relates to an application for or payment of a child care benefit.
- (2) For the purpose of auditing a child care benefit, the minister may direct a child care provider who provides child care in respect of which the child care benefit is paid to supply information about the child care to the minister within the time and in the manner specified by the minister.
- (3) For the purpose of entering into, or auditing compliance with, a grant agreement, the minister may do one or more of the following:
 - (a) direct an applicant for or recipient of a child care grant to supply information to the minister within the time and in the manner specified by the minister;
 - (b) seek verification of any information supplied by a person referred to in paragraph (a);
 - (c) direct a person referred to in paragraph (a) to supply to the minister verification of any information supplied by that person or another person;
 - (d) without limiting a power of the minister under paragraphs (b) and (c), collect unsolicited information from a person about another person if the information relates to an application for or payment of a child care grant.

Duty to provide information

- 8** (1) A recipient of a child care benefit must notify the minister, within the time and in the manner prescribed, of any change in circumstances affecting the recipient's eligibility for the child care benefit.
- (2) A child care provider who provides child care in respect of which a child care benefit is paid must notify the minister, within the time and in the manner prescribed, of any change in the operation of the child care provider's child care facility affecting the payment of a child care benefit.

Consequences of failing to provide information

- 9** (1) If, under section 7 (1) (a) or (c), the minister directs an applicant for a child care benefit to supply information or a verification, the minister may not, subject to the regulations, pay the child care benefit before the applicant complies with that direction.
- (2) If a recipient of a child care benefit fails to comply with a direction under section 7 (1) (a) or (c), the minister may
 - (a) reduce the amount of the child care benefit, or
 - (b) discontinue the child care benefit.
- (3) If a recipient of a child care grant fails to comply with a direction under section 7 (3) (a) or (c) or fails to provide information to the minister in accordance with the grant agreement governing the child care grant, the minister may, without limiting the terms or conditions of the grant agreement,
 - (a) reduce the amount of the child care grant, or
 - (b) discontinue the child care grant.

Division 2 – Recovery of Financial Supports

Overpayments

- 10** (1) If the minister determines that an amount of a child care grant has been paid to a person who is not eligible for the amount under the grant agreement governing the child care grant or the regulations, the person is liable to repay that amount to the government.
- (2) If the minister determines that an amount of a child care benefit has been paid to or for a person who is not eligible for the amount, the person is liable to repay that amount to the government.
- (3) If the amount referred to in subsection (2) has been paid because of an error, omission or misrepresentation made by a child care provider, despite that subsection, the child care provider, and not the person, is liable to repay the amount to the government.

Recovery of debts

- 11** (1) The amount of a child care grant that a person is liable to repay under section 10 (1) is a debt due to the government and may be
- (a) recovered by the government in a court of competent jurisdiction, or
 - (b) deducted by the government as follows:
 - (i) from a subsequent child care grant payable to the person;
 - (ii) from another amount payable to the person by the government under a prescribed enactment.
- (2) The amount of a child care benefit that a person is liable to repay under section 10 (2) is a debt due to the government and may be
- (a) recovered by the government in a court of competent jurisdiction, or
 - (b) deducted by the government as follows:
 - (i) from a subsequent child care benefit payable to or for the person;
 - (ii) from another amount payable to the person by the government under a prescribed enactment.
- (3) The amount of a child care benefit that a person is liable to repay under section 10 (3) is a debt due to the government and may be
- (a) recovered by the government in a court of competent jurisdiction, or
 - (b) deducted by the government from another amount payable to the person, in the person's capacity as a child care provider, by the government under a prescribed enactment.
- (4) Subject to the regulations, the minister may enter into an agreement, or may accept any right assigned, for the repayment of an amount referred to in subsection (1), (2) or (3).
- (5) An agreement under subsection (4) may be entered into before or after payment of the child care grant or child care benefit to which the agreement relates.

No garnishment, attachment, execution or seizure

- 12** (1) Child care grants and child care benefits are exempt from garnishment, attachment, execution or seizure under any Act.
- (2) Subsection (1) does not prevent a child care grant or child care benefit being retained by way of a deduction or set-off under this Act, the *Financial Administration Act* or a prescribed Act.

PART 4 – RECONSIDERATIONS AND APPEALS RESPECTING BENEFITS

Reconsiderations

- 13** (1) Subject to section 15, a person may request the minister to reconsider any of the following decisions made under this Act:
- (a) a decision that results in a refusal to pay a child care benefit to or for the person;
 - (b) a decision that results in a discontinuance or reduction of the child care benefit paid to or for the person;
 - (c) a decision made under section 10 (2) [*overpayments*].
- (2) A child care provider may request the minister to reconsider a decision made under section 10 (3).
- (3) A request under subsection (1) or (2) must be made, and the decision reconsidered, in accordance with any rules specified in the regulations.

Appeals

- 14** (1) Subject to section 15, the minister's decision on a reconsideration under section 13 may be appealed to the tribunal.
- (2) A right of appeal under subsection (1) is subject to the time limits and other requirements set out in the *Employment and Assistance Act* and the regulations under that Act.

Limits on reconsiderations and appeals

- 15** (1) If a person reappplies for a child care benefit after
- (a) the person's eligibility for the child care benefit has been determined under this Act,
 - (b) the person has exercised a right of appeal under section 14 (1) in respect of the determination referred to in paragraph (a) of this subsection, and
 - (c) the decision of the tribunal in respect of the appeal has been implemented,
- no right of reconsideration or appeal exists in respect of the second or a subsequent application unless there has been a change in circumstances relevant to the determination referred to in paragraph (a) of this subsection.
- (2) The minister's determination of the amount a person is liable to repay under section 10 (2) or (3) [*overpayments*] is not appealable under section 14 (1).

PART 5 – GENERAL

Division 1 – Offences

Offence of supplying false or misleading information

- 16** (1) A person commits an offence if the person supplies information that is false or misleading with respect to a material fact
- (a) to obtain a child care grant,
 - (b) in an application under this Act for a child care benefit, or
 - (c) when required or directed to do so under section 7 (1) or (2) [*information and verification*], section 8 (1) [*duty to provide information*] or the regulations.
- (2) A person does not commit an offence under subsection (1) if, at the time the information was supplied, the person did not know that it was false or misleading and, with the exercise of reasonable diligence, could not have known that it was false or misleading.
- (3) If a person is convicted of an offence under subsection (1), in addition to any punishment imposed, the court may order the person to pay to the government all or part of any amount the person received under this Act as a result of committing the offence.

Section 5 of Offence Act

- 17** Section 5 [*general offence*] of the *Offence Act* does not apply to this Act or the regulations.

Limitation period for prosecution

- 18** (1) The time limit for laying an information for an offence under this Act is 12 months after the date that the facts on which the information is based first came to the minister's attention.
- (2) A document purporting to have been issued by the minister, certifying the date on which the minister became aware of the facts on which the information is based,
- (a) is admissible without proof of the signature or official character of the person appearing to have signed the certificate, and
 - (b) is proof of the certified facts unless there is evidence to the contrary.

Division 2 – Miscellaneous

Agreements

- 19** (1) In this section, “**information-sharing agreement**” includes a data-matching agreement but does not include an agreement to share

- (a) information obtained by the minister for the purposes of another Act administered by the minister, or
 - (b) information obtained by the minister pursuant to an agreement under this section.
- (2) Subject to subsection (3), the minister may enter into a written agreement with any person or group of persons.
- (3) The minister may enter into the following agreements only with the prior approval of the Lieutenant Governor in Council:
 - (a) an agreement with the government of Canada, or an agency of that government, about financial arrangements or other matters relating to this Act;
 - (b) a reciprocal agreement with the government of another province or other jurisdiction in Canada, or an agency of that government, respecting child care grants, child care benefits or a program related to child care;
 - (c) subject to subsection (4), an information-sharing agreement with any of the following:
 - (i) the government of Canada or an agency of that government;
 - (ii) the government of a province or other jurisdiction in Canada or an agency of that government;
 - (iii) an Indigenous governing body or other entity representing Indigenous peoples;
 - (iv) the government of a state of the United States or an agency of that government;
 - (v) a public body as defined in Schedule 1 of the *Freedom of Information and Protection of Privacy Act*.
- (4) An information-sharing agreement referred to in subsection (3) (c) may be entered into only for the following purposes:
 - (a) the administration of this Act;
 - (b) the administration of a social benefit program operated by a government, agency, entity or public body referred to in subsection (3) (c);
 - (c) in the case of information obtained by the minister in relation to a child care benefit, the administration of the *Income Tax Act* or the *Income Tax Act* (Canada).

Delegation of minister's powers and duties

- 20** (1) Subject to subsection (2) and the regulations, the minister may delegate to any person or class of persons any or all of the minister's powers and duties under this Act, including the power under section 3 [*child care grants*] to pay a child care grant.

- (2) Subsection (1) does not apply to the minister's power to enter into an agreement under section 19 (3).
- (3) A delegation under subsection (1) must be in writing and may include any limits or conditions the minister considers advisable.

Regulations

- 21** (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.
- (2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
 - (a) respecting applications for child care grants and child care benefits and the information, authorizations and verifications that must be supplied in support of an application;
 - (b) respecting eligibility for child care benefits;
 - (c) respecting grant agreements;
 - (d) establishing when and how child care grants and child care benefits are paid;
 - (e) establishing rules for determining the income of applicants for, or recipients of, child care benefits;
 - (f) establishing rules for how the amount, or the maximum amount, of a child care benefit is to be determined;
 - (g) specifying conditions on which child care benefits may be provided, including a condition that the child care benefits be provided on a repayable basis, and the consequences of failing to comply with those conditions;
 - (h) establishing limits on amounts that may be charged, and on any increases to amounts charged, by child care providers for the provision of child care in respect of which child care grants are paid under this Act;
 - (i) respecting the duties of recipients of child care benefits, including their duty to notify the minister of any change in circumstances affecting their eligibility for child care benefits;
 - (j) specifying circumstances in which the minister may
 - (i) declare a person ineligible to enter into a grant agreement or ineligible for a child care benefit, or
 - (ii) reduce the amount of a child care grant or child care benefit or discontinue a child care grant or child care benefit.
- (3) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
 - (a) specifying circumstances in which the care and supervision of a child in a child care facility by the child's parent constitutes child care for the purposes of the Act;

- (b) for the purposes of section 11 [*recovery of debts*], prescribing the circumstances in which repayment agreements may be entered into or assignments accepted and the terms to be included in those agreements or assignments;
 - (c) specifying time limits and other rules for the purposes of section 13 (3) [*reconsiderations*];
 - (d) respecting reinstatement of child care benefits pending reconsiderations and appeals;
 - (e) respecting terms and conditions that are to be included in information-sharing agreements under section 19 (3) [*agreements*];
 - (f) prescribing the records to be kept and the reports to be made to the minister under this Act;
 - (g) prescribing how accounts are to be submitted to the minister and the information and records to be supplied with those accounts;
 - (h) governing investigations and audits for the purposes of administering and enforcing this Act, the regulations and grant agreements;
 - (i) establishing a register of child care facilities other than licensed child care facilities;
 - (j) respecting the delegation of the powers and duties of the minister under this Act;
 - (k) defining any word or expression used but not defined in this Act;
 - (l) respecting any other matter for which regulations are contemplated by this Act.
- (4) In making a regulation under this Act, the Lieutenant Governor in Council may do one or more of the following:
- (a) delegate a matter to a person;
 - (b) confer a discretion on a person;
 - (c) establish or define classes of persons, places, circumstances, child care, child care facilities, child care grants or child care benefits;
 - (d) make different regulations for different classes of persons, places, circumstances, child care, child care facilities, child care grants or child care benefits.

PART 6 – TRANSITIONAL PROVISIONS, REPEALS AND CONSEQUENTIAL AMENDMENTS

Division 1 – Transitional Provisions

Transition – definitions

22 In this Division:

“**Child Care BC Act**” means the *Child Care BC Act* as it read immediately before the coming into force of section 26 [repeal of *Child Care BC Act*] of this Act;

“**child care grant**”, except as otherwise provided, has the same meaning as in the *Child Care BC Act*;

“**child care subsidy**” has the same meaning as in the *Child Care Subsidy Act*;

“**Child Care Subsidy Act**” means the *Child Care Subsidy Act* as it read immediately before the coming into force of section 27 [repeal of *Child Care Subsidy Act*] of this Act.

Transition – child care grants and child care subsidies

23 On the coming into force of this section,

- (a) an application for a child care grant made under the *Child Care BC Act* but in respect of which a determination has not been made is deemed to be an application for a child care grant as defined in section 1 [definitions] of this Act,
- (b) an application for a child care subsidy made under the *Child Care Subsidy Act* but in respect of which a determination has not been made is deemed to be an application for a child care benefit as defined in section 1 of this Act,
- (c) a child care grant that is being paid under the *Child Care BC Act* is deemed to be a child care grant as defined in section 1 of this Act, and
- (d) a child care subsidy that is being paid under the *Child Care Subsidy Act* is deemed to be a child care benefit as defined in section 1 of this Act.

Transition – limit on reconsiderations and appeals

24 Section 15 [limits on reconsiderations and appeals] applies in relation to a person as if an earlier determination of the person’s eligibility for a child care subsidy under the *Child Care Subsidy Act* were a determination of the person’s eligibility for a child care benefit under this Act.

Transition – agreements

25 On the coming into force of this section,

- (a) an agreement that is in effect under section 6 [child care grants] of the *Child Care BC Act* continues in force and effect as if it were a grant agreement,
- (b) an agreement that is in effect under section 7 (2) [overpayments, repayments and assignments] of the *Child Care Subsidy Act* continues in force and effect as if it were an agreement under section 11 (4) [recovery of debts] of this Act, and
- (c) an agreement that is in effect under section 8 [agreements] of the *Child Care BC Act* or section 9 [agreements] of the *Child Care Subsidy Act* continues in force and effect as if it were an agreement under section 19 [agreements] of this Act.

Division 2 – Repeals

Repeal of *Child Care BC Act*

- 26** The *Child Care BC Act*, S.B.C. 2001, c. 4, is repealed.

Repeal of *Child Care Subsidy Act*

- 27** The *Child Care Subsidy Act*, R.S.B.C. 1996, c. 26, is repealed.

Division 3 – Consequential Amendments

Employment and Assistance Act

- 28** *Section 19 (1) (c) of the Employment and Assistance Act, S.B.C. 2002, c. 40, is repealed and the following substituted:*

(c) section 14 (1) [*appeals*] of the *Early Learning and Child Care Act*.

Evidence Act

- 29** *Section 61 (1) (e) and (f) of the Evidence Act, R.S.B.C. 1996, c. 124, is repealed and the following substituted:*

(b.1) for the *Early Learning and Child Care Act*, each person to whom the minister has delegated powers or duties under that Act; .

Representative for Children and Youth Act

- 30** *Section 1 of the Representative for Children and Youth Act, S.B.C. 2006, c. 29, is amended in paragraph (a) of the definition of “designated services” by striking out “the Child Care BC Act, the Child Care Subsidy Act,” and by adding “, the Early Learning and Child Care Act” before “and the Youth Justice Act”.*

Commencement

- 31** This Act comes into force by regulation of the Lieutenant Governor in Council.

MISCELLANEOUS STATUTES AMENDMENT ACT (No. 3), 2018

CHAPTER 36

Assented to October 31, 2018

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

PART 1 – ADVANCED EDUCATION, SKILLS AND TRAINING AMENDMENTS

College and Institute Act

- 1 Section 59 (8) of the College and Institute Act, R.S.B.C. 1996, c. 52, is repealed.*

Royal Roads University Act

- 2 Section 5.1 of the Royal Roads University Act, R.S.B.C. 1996, c. 409, is repealed.*

University Act

- 3 Section 23 (1) (g) of the University Act, R.S.B.C. 1996, c. 468, is repealed.*

PART 2 – AGRICULTURE AMENDMENTS

Milk Industry Act

- 4 Section 1 of the Milk Industry Act, R.S.B.C. 1996, c. 289, is amended by repealing the definition of “dairy plant” and substituting the following:*

“dairy plant” includes, subject to the regulations, every place or building where

- (a) milk is received from dairy farmers, or
- (b) dairy products are processed, manufactured or pasteurized; .

5 *Section 40 is amended****(a) in subsection (2) by adding the following paragraphs:***

- (y) for the purposes of the definition of “dairy plant”, providing that the following are not dairy plants:
 - (i) a class of places or buildings;
 - (ii) a place or building in which only a prescribed type of dairy product is processed or manufactured;
 - (iii) a place or building in which persons within a class of persons process or manufacture dairy products;
- (z) in respect of a place or building that would be a dairy plant but for a regulation made under paragraph (y),
 - (i) putting limits or conditions on the processing, manufacturing, marketing or supplying of dairy products in or from the place or building, and
 - (ii) requiring a person responsible for the place or building to comply with one or more provisions of this Act as if the place or building were a dairy plant. , **and**

(b) in subsection (4) by adding the following paragraphs:

- (d) exempting a class of persons from one or more provisions of this Act or the regulations;
- (e) establishing classes for the purposes of this section.

PART 3 – ATTORNEY GENERAL AMENDMENTS***Mental Health Act*****6 *Section 24.1 (3) (a) and (c) of the Mental Health Act, R.S.B.C. 1996, c. 288, is repealed and the following substituted:***

- (a) a medical practitioner or a person who has been a medical practitioner,
- (c) a person who is not referred to in paragraph (a) and is not a lawyer.

Offence Act**7 *The Offence Act, R.S.B.C. 1996, c. 338, is amended by adding the following section:*****Information laid by means of telecommunication**

- 13.1** (1) A peace officer may lay an information by any means of telecommunication that produces a writing.

- (2) A peace officer who uses a means of telecommunication for the purpose of laying an information must, instead of swearing an oath, make a statement in writing stating that all matters contained in the information are true to the peace officer's knowledge and belief, and such a statement is deemed to be a statement made under oath.

Public Guardian and Trustee Act

- 8** *The Public Guardian and Trustee Act, R.S.B.C. 1996, c. 383, is amended by adding the following section:*

Director of company

- 6.2** Despite section 124 of the *Business Corporations Act*, the Public Guardian and Trustee may, as a corporation sole, become and act as a director of a company if
- (a) the Public Guardian and Trustee is
 - (i) guardian of a person who is the sole shareholder of the company,
 - (ii) appointed curator, under the *Estates of Missing Persons Act*, of the estate of a missing person who is the sole shareholder of the company, or
 - (iii) an executor under the will or administrator of the estate of a deceased person who, immediately before the person's death, was the sole shareholder of the company, and
 - (b) in the opinion of the Public Guardian and Trustee, it is necessary to
 - (i) protect the person's interest in the company or, if the person is missing or deceased, protect the interest of the person's estate in the company, or
 - (ii) wind up or dissolve the company.

Supreme Court Act

- 9** *Section 2 of the Supreme Court Act, R.S.B.C. 1996, c. 443, is repealed and the following substituted:*

Supreme Court of British Columbia

- 2** (1) The Supreme Court of British Columbia is continued under the name and style of the "Supreme Court of British Columbia".
- (2) The court consists of
- (a) a Chief Justice, who is called "Chief Justice of the Supreme Court",
 - (b) an Associate Chief Justice, and
 - (c) 90 other judges.

- (3) The court has for each office established under subsection (2) an additional office of supernumerary judge.
- (4) The judges appointed to the offices established under subsections (2) and (3) are and are to be called “judges of the Supreme Court”.
- (5) For the office of Chief Justice, there is, subject to subsection (2), an additional office of judge that the Chief Justice may elect, under the *Judges Act* (Canada), to hold.
- (6) The court is properly constituted despite a vacancy in the office of Chief Justice, of Associate Chief Justice or of a judge.

10 *The following section is added:*

Powers of Chief Justice

- 2.1** (1) The Chief Justice has responsibility for
- (a) the administration of the judges of court, and
 - (b) the administration of masters, registrars and district registrars.
- (2) Powers of the Chief Justice may be delegated to the Associate Chief Justice.
- (3) If the Chief Justice and the Associate Chief Justice are absent or unable to act, the powers of the Chief Justice may be exercised by the next senior non-supernumerary judge who resides in the judicial district of Vancouver Westminster.
- (4) Each judge, master, registrar and district registrar must, as soon as practicable after being appointed, reside at the place or within the area approved in writing by the Chief Justice.
- (5) Before giving approval under subsection (4), the Chief Justice must consult with the Attorney General.
- (6) A judge, master, registrar or district registrar must not change their residence from the place or area referred to in subsection (4) unless
- (a) the judge, master, registrar or district registrar, as applicable, consents to the move, and
 - (b) the Chief Justice approves the move.
- (7) Before giving approval under subsection (6), the Chief Justice must consult with the Attorney General.
- (8) The Chief Justice may direct that a judge, master, registrar or district registrar sit at a location other than the one in which the judge, master, registrar or district registrar resides.

- (9) The Chief Justice may require a judge, master, registrar or district registrar to attend a meeting, conference or seminar for a purpose relating to the administration of justice.

11 *Sections 4.1, 5, 8 (5) and 10 are repealed.*

12 *Section 11 is repealed and the following substituted:*

Appointment of masters

- 11** (1) On the recommendation of the Attorney General after consultation with the Chief Justice, the Lieutenant Governor in Council may appoint one or more masters of the court.
- (2) A person must not be appointed as a master unless that person is a member in good standing of the Law Society of British Columbia at the time of appointment.
- (3) A master is entitled to the remuneration, allowances and benefits established under the following sections of the *Judicial Compensation Act*, as those sections apply to Provincial Court judges:
- (a) section 6 (2) to (6) [*reports before the Legislative Assembly*];
 - (b) section 8 [*salary of judges*];
 - (c) section 10 [*expenses reimbursed*];
 - (d) section 11 [*vacation leave*];
 - (e) section 12 [*leave of absence*];
 - (f) section 13 [*sickness or disability benefit plan*].

13 *The following sections are added:*

Masters electing senior status

- 11.1** (1) On or after reaching 55 years of age, a master with at least 10 years' service as a master may elect to hold office part time as a senior master under this section, with judicial duties assigned by the Chief Justice.
- (2) Unless otherwise approved by the Chief Justice, a master who wishes to elect senior status under subsection (1) must give notice to the Chief Justice and the Attorney General at least 6 months before the date on which the master wishes to cease full time service.
- (3) The Chief Justice may specify the form and manner in which notice is to be given under subsection (2).
- (4) An election of senior status under subsection (1) is irrevocable once the master begins service as a senior master under subsection (1), and the senior master may not resume full time service.

Section 13

- (5) The number of sitting days in each year of a senior master's service is calculated according to the following formula:

$$\frac{\text{PT annual salary}}{\text{FT annual salary}} \times 1.25 \times \text{FT sitting days} = \text{number of sitting days}$$

where

- PT annual salary is the annual salary of the senior master,
FT annual salary is the annual salary of a master who has not elected senior status under this section, and
FT sitting days is the annual number of sitting days, set by the Chief Justice, of a master who has not elected senior status under this section.

Term of office of master

- 11.2** (1) Subject to this Act, a master holds office during good behaviour.
- (2) A master may resign by submitting to the Attorney General and the Chief Justice a notice of resignation in writing that states the effective date of the resignation, and the resignation becomes effective on that date.
- (3) A master ceases to hold office as a master on the earliest of the following:
- (a) the end of the month in which the master reaches 75 years of age;
 - (b) 7 years from the date that the master elects senior status and ceases full time service;
 - (c) the effective date of a resignation submitted under subsection (2).

Duties and powers of master

- 11.3** (1) Masters must devote themselves exclusively to judicial duties and must not engage, directly or indirectly, in any other occupation, profession or business.
- (2) Subject to the limitations of section 96 of the *Constitution Act, 1867*, a master has the same jurisdiction under any enactment or the Rules of Court as a judge in chambers unless, in respect of any matter, the Chief Justice has given a direction that a master is not to exercise that jurisdiction.
- (3) Wherever a power is given to the registrar, a district registrar or a deputy district registrar under an enactment, that power may be exercised by a master.
- (4) A master may administer an oath.
- (5) An action must not be brought against a master for damages for anything done or omitted in good faith by the master
- (a) in the performance or intended performance of any duty, or
 - (b) in the exercise or intended exercise of any power.

- (6) Subsection (5) does not absolve the government from vicarious liability for an act or omission for which the government would be vicariously liable if subsection (5) were not in force.

Powers after leaving office – masters

- 11.4** A master who resigns an appointment as master or who is appointed as a judge may, within 180 days after the resignation or appointment, give judgment in a proceeding the master heard while holding office, and the judgment is effective as though the master still held office.

14 *The following section is added:*

Pension for senior masters

- 12.1** (1) This section applies to masters who have elected senior status under section 11.1.
- (2) In this section:
- “**pension plan rules**” means the rules of the Public Service Pension Plan;
- “**Public Service Pension Plan**” means the Public Service Pension Plan continued under the Public Service Pension Plan Joint Trust Agreement;
- “**Public Service Pension Plan Joint Trust Agreement**” means the agreement established under section 18 of Schedule C of the *Public Sector Pension Plans Act*.
- (3) Despite section 18 of the *Judicial Compensation Act*, a senior master is not entitled to make contributions or have contributions made on the senior master’s behalf to the Public Service Pension Plan in respect of service as a senior master.
- (4) A senior master is, on the date that the master’s full time service ceases, entitled to receive a pension under the Public Service Pension Plan in accordance with the pension plan rules and with Part 3 of the *Judicial Compensation Act*, as that Part applies to Provincial Court judges, and the cessation of full time service is deemed to be a termination of the senior master’s employment, but only for the purposes of those pension plan rules.
- (5) Service as a senior master does not, for any purpose, count as contributory service or pensionable service.

15 *Section 13 is amended by adding the following subsection:*

- (4) Registrars and district registrars must devote themselves exclusively to judicial duties and must not engage, directly or indirectly, in any other occupation, profession or business.

16 *Section 16 is amended by striking out “master or registrar may reserve his or her” and substituting “master, registrar or district registrar may reserve their own”.*

17 *The following section is added:***Court administration**

- 18.1** (1) The Attorney General is responsible for the provision, operation and maintenance of court facilities, registries and administrative services.
- (2) A chief administrator of court services, an administrator of court services for each registry and other persons necessary to carry out this Act and the duties assigned to a registry may be appointed under the *Public Service Act*.
- (3) Subject to the direction of the Attorney General, and to the direction of the Chief Justice in matters of judicial administration and the use of courtroom facilities, the chief administrator of court services must direct and supervise registries and administrative services for the court.
- (4) The chief administrator of court services, for the purposes of carrying out the duties of that person under this Act, may disclose to the Chief Justice information regarding the conduct of persons appointed under subsection (2) in the performance of their duties under this Act.

Validation Provision***Mental Health Act validation – membership of review panels***

- 18** (1) In this section, “**review panel**” means a review panel established under section 24.1 (2) of the *Mental Health Act* before the date this section comes into force.
- (2) A review panel that would have been validly established had section 24.1 (3) of the *Mental Health Act*, as amended by this Act, been in force when the review panel was established is conclusively deemed to have been validly established.
- (3) All things done by a review panel that would have been validly done had section 24.1 (3) of the *Mental Health Act*, as amended by this Act, been in force when the review panel was established and the things were done are conclusively deemed to have been validly done.
- (4) This section is retroactive to the extent necessary to give full force and effect to its provisions and must not be construed as lacking retroactive effect in relation to any matter because it makes no specific reference to that matter.

PART 4 – FINANCE AMENDMENTS***Business Corporations Act***

- 19 *Section 205 (a) of the Business Corporations Act, S.B.C. 2002, c. 57, is repealed and the following substituted:***

- (a) the person is
 - (i) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
 - (ii) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (iii) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (iv) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or .

Cooperative Association Act

20 *Section 110 (1) (a) of the Cooperative Association Act, S.B.C. 1999, c. 28, is repealed and the following substituted:*

- (a) the person is
 - (i) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
 - (ii) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (iii) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (iv) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, .

Credit Union Incorporation Act

21 *Section 39.51 of the Credit Union Incorporation Act, R.S.B.C. 1996, c. 82, is repealed and the following substituted:*

Qualifications

39.51 The auditor of a credit union must be a person who is

- (a) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
- (b) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,

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- (c) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
- (d) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Financial Institutions Act

22 *Section 118 (1) (f) of the Financial Institutions Act, R.S.B.C. 1996, c. 141, is repealed and the following substituted:*

- (f) if the auditor is
 - (i) a chartered accountant, to a provincial institute of chartered accountants within Canada of which the auditor is a member, or
 - (ii) a chartered professional accountant, to a provincial organization of chartered professional accountants within Canada of which the auditor is a member.

Societies Act

23 *Section 112 of the Societies Act, S.B.C. 2015, c. 18, is repealed and the following substituted:*

Persons qualified to act as auditor

- 112** A person is qualified to act as an auditor of a society only if the person is
- (a) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
 - (b) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (c) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (d) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Related Amendments*Chartered Professional Accountants Act*

24 *Section 47 of the Chartered Professional Accountants Act, S.B.C. 2015, c. 1, is amended*

(a) by repealing subsection (2) and substituting the following:

- (2) A person must not provide or perform the services referred to in subsection (1) other than the following persons if those persons are authorized by the CPABC to do so:
- (a) a chartered professional accountant member in good standing;
 - (b) a professional accounting corporation;
 - (c) a registered firm. , *and*

(b) by repealing subsection (3) (a) and (d) and substituting the following:

- (a) a member who is not authorized by the CPABC to provide or perform the services referred to in subsection (1) or a student, if the member or student is providing or performing those services under the direct supervision and control of any of the following persons if those persons are authorized by the CPABC to provide and perform those services:
 - (i) a chartered professional accountant member in good standing;
 - (ii) a professional accounting corporation;
 - (iii) a registered firm;
- (d) a person providing advice based directly on a declaration, certification or opinion of any of the following persons if those persons are authorized by the CPABC to provide and perform the services referred to in subsection (1):
 - (i) a chartered professional accountant member in good standing;
 - (ii) a professional accounting corporation;
 - (iii) a registered firm; .

Greater Vancouver Sewerage and Drainage District Act

25 *Section 60 (1) of the Greater Vancouver Sewerage and Drainage District Act, S.B.C. 1956, c. 59, is repealed and the following substituted:*

- (1) An annual or more frequent audit shall be had by a person to be named by the Board who is
 - (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.
- (1.1) The remuneration of a person named by the Board under subsection (1) shall be paid out of the funds of the Corporation.

Greater Vancouver Water District Act

- 26** *Section 24 of the Greater Vancouver Water District Act, S.B.C. 1924, c. 22, is repealed and the following substituted:*

Annual audit

- 24** (1) An annual or more frequent audit shall be had by a person to be named by the Board who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.
- (2) The remuneration of a person named by the Board under subsection (1) shall be paid out of the funds of the Corporation.

Legal Profession Act

- 27** *Section 61 (8) of the Legal Profession Act, S.B.C. 1998, c. 9, is repealed and the following substituted:*

- (8) The accounts of the foundation must be audited annually by a person appointed for that purpose by the board who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Notaries Act

- 28** *Section 52 (7) of the Notaries Act, R.S.B.C. 1996, c. 334, is repealed and the following substituted:*

- (7) The accounts of the foundation must be audited annually by a person appointed for that purpose by the directors who is
- (a) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,

- (b) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
- (c) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

School Act

- 29** *Section 158 (2) of the School Act, R.S.B.C. 1996, c. 412, is repealed and the following substituted:*

- (2) The auditor appointed by the board must be a person who is
 - (a) a member of, or is a partnership whose partners are members of, a provincial institute of chartered accountants within Canada,
 - (b) a member of a provincial organization of chartered professional accountants within Canada, authorized by that organization to perform an audit,
 - (c) a professional accounting corporation as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit, or
 - (d) a registered firm as defined in the *Chartered Professional Accountants Act*, authorized by the CPABC as defined in that Act to perform an audit.

Vancouver Foundation Act

- 30** *Section 5 (1.2) (c) of the Vancouver Foundation Act, R.S.B.C. 2000, c. 1, is amended by striking out “Organization of Chartered Accountants of British Columbia” and substituting “Organization of Chartered Professional Accountants of British Columbia”.*

PART 5 – MUNICIPAL AFFAIRS AND HOUSING AMENDMENTS

Safety Standards Act

- 31** *Section 8 of the Safety Standards Act, S.B.C. 2003, c. 39, is repealed and the following substituted:*

Minister’s powers to make regulations for safety standards

- 8** (1) The minister may make regulations establishing codes or standards respecting regulated work and regulated products.
- (2) A regulation under subsection (1) may adopt by reference, in whole or in part and with any changes the minister considers necessary, a code or standard set by a provincial, national or international body or any other code or standard making

body, as the code or standard stands at a specific date, as it stands at the time of adoption or as amended from time to time.

32 *Section 15 (j) and (k) is repealed and the following substituted:*

- (j) if the regulations require persons who hold a licence, certificate, permit or other permission under this Act to complete continuing education, recognize, devise or administer training or other activities as continuing education;
- (k) recognize training, and recognize, devise or administer examinations, for one or more of the following purposes:
 - (i) qualifying for a licence, certificate, permit or other permission under this Act;
 - (ii) a safety order under section 31 (4) (e); .

33 *Section 18 (3) is repealed.*

34 *The following section is added to Division 1 of Part 4:*

Failure to pay fee, penalty or other money owed

- 18.1** (1) A licence, certificate, permit or other permission may be refused, suspended or revoked if the applicant or holder, as the case may be, is delinquent in the payment of a fee, penalty or other money owed under this Act.
- (2) Subsection (1) applies
- (a) despite any requirement under this Act to issue a licence, certificate, permit or other permission, and
 - (b) without limiting the discretion under this Act of a person to issue, suspend or revoke a licence, certificate, permit or other permission.

35 *Part 5 is amended*

- (a) *by adding the following section:***

Definitions

19.5 In this Part:

“enforcement action” means

- (a) issuance of a compliance order or discipline order,
- (b) imposition of a monetary penalty, or
- (c) conviction of an offence under this Act;

“personal information” has the same meaning as in the *Freedom of Information and Protection of Privacy Act*, , **and**

(b) by repealing sections 20 and 21 and substituting the following:

Registry

- 20** (1) For the purpose of furthering safety in relation to regulated work and regulated products, the minister must
- (a) establish a registry to record the information required by subsection (2), and
 - (b) designate a provincial safety manager as the registrar.
- (2) The registrar must record in the registry the following information about persons who hold or have held a licence or certificate of qualification or against whom an enforcement action has been taken:
- (a) the name of the person;
 - (b) if the person holds a licence or certificate, an address of the person for the service of documents;
 - (c) the licences and certificates that have been issued to the person and the status of those licences and certificates;
 - (d) each discipline in which the person is authorized to do regulated work, the scope of the regulated work that the person is authorized to do and any terms and conditions that are attached to that authorization;
 - (e) subject to subsection (3), the following information about each enforcement action taken against the person:
 - (i) the enforcement action taken;
 - (ii) the date the enforcement action was taken;
 - (iii) the discipline to which the enforcement action relates;
 - (iv) the conduct giving rise to and reason for the enforcement action;
 - (v) in the case of a discipline order, any sanctions imposed;
 - (vi) in the case of a compliance order or discipline order, whether the order remains in force;
 - (vii) in the case of a monetary penalty,
 - (A) the amount of the penalty, and
 - (B) whether the amount has been paid;
 - (viii) in the case of a fine under section 78 [*penalty on conviction of offence*], the amount of the fine;
 - (f) prescribed information.
- (3) Information about an enforcement action must not be included in the registry unless
- (a) if applicable, the time for requesting a review of the enforcement action under section 49 has expired or, if a review has been requested, the review has been completed, and

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- (b) if applicable, the time for filing an appeal in relation to the enforcement action has expired or, if an appeal is filed, the appeal is disposed of or abandoned.
- (4) The registrar may remove from the registry
 - (a) information about an individual who dies or a corporation that is dissolved or struck off the register of companies, and
 - (b) other information, in accordance with the regulations.
- (5) A person who holds a licence or certificate of qualification must provide the registrar with and keep the registrar informed of the person's current address for the purpose of service of documents.

Publication of registry

- 21** (1) Subject to subsection (2), the registrar
- (a) must disclose information in the registry on the request of any person and payment of any required fee, and
 - (b) may publish all or part of the registry.
- (2) The registrar may not publish or otherwise disclose any of the following that is personal information about a person named in the registry:
- (a) an address, unless the person has consented to the disclosure;
 - (b) financial information, unless the information is referred to in section 20 (2) (e) (vii) or (viii).

36 *Section 23 (3) (b) is amended by adding “provincial” before “safety manager”.*

37 *Section 26 (3) is amended by striking out “tests” and substituting “examinations”.*

38 *Section 31 (4) (e) is amended by adding “, including, without limitation, that the person undergo training or examination” after “property”.*

39 *The following section is added to Division 1 of Part 10:*

Offering and advertising to do regulated work

- 71.1** (1) A person must not offer or advertise to do regulated work unless
- (a) the person is
 - (i) a licensed contractor, or
 - (ii) authorized to do the regulated work under this Act, and
 - (b) in the case of an advertisement, the form and content of the advertisement conform to the regulations, if any.
- (2) A person must not offer or advertise to have regulated work undertaken by other persons under the control of the person unless

- (a) the other persons are
 - (i) licensed contractors, or
 - (ii) authorized to do the regulated work under this Act, and
- (b) in the case of an advertisement, the form and content of the advertisement conform to the regulations, if any.

40 *Section 72 (1) (a) is amended by striking out “71” and substituting “71.1”.*

41 *Section 80 is amended*

(a) in subsection (1) by adding the following paragraph:

(e.1) by email to an email address

- (i) recorded in the registry as the email address of the person to be served, or
- (ii) provided by the person as an address for service; ,

(b) in subsection (2) by striking out “and” in paragraph (b), by adding “, and” at the end of paragraph (c) and by adding the following paragraph:

(d) by email, the person to whom it is addressed is deemed to have received the document 3 days after it was sent. , *and*

(c) by adding the following subsection:

(2.1) Despite subsection (2), if the deemed day of receipt is a holiday, the document is deemed to be received on the next day that is not a holiday.

42 *Section 88 (2) is amended*

(a) by adding the following paragraphs:

- (c.1) prescribing information for the purpose of section 20 (2) (f);
- (c.2) respecting the removal of information from the registry for the purpose of section 20 (4) (b);
- (t.1) respecting advertisements for the purpose of section 71.1; ,

(b) in paragraph (i) by adding “, continuing education” after “examination”, and

(c) by repealing paragraph (s).

Related Amendment

Safety Standards Act

43 *Section 44 (d) (iii) of the Safety Standards Act, S.B.C. 2003, c. 39, is amended by striking out “(f) [summary dismissal because no reasonable prospect of success] and”.*

Section 44

Commencement

- 44** The provisions of this Act referred to in column 1 of the following table come into force as set out in column 2 of the table:

Item	Column 1 Provisions of Act	Column 2 Commencement
1	Anything not elsewhere covered by this table	The date of Royal Assent
2	Sections 4 and 5	By regulation of the Lieutenant Governor in Council
3	Section 7	By regulation of the Lieutenant Governor in Council
4	Sections 31 to 43	The date that is 30 days after the date of Royal Assent

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY ACT

CHAPTER 30

[Updated to November 28, 2019]

Assented to July 30, 1998

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Definitions and interpretation

1 (1) In this Act:

“**2007 screening panel**” means the individuals who contracted with the government to participate, in 2007, as active members of a screening panel described in the contracts;

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“ancillary works” means any works or undertakings ancillary to all or a part of a rail transportation system or busway, and, without limiting this, includes

- (a) links to private or public transportation services, including stops, stands, lanes, loops and parking for buses and taxis,
- (b) parking facilities,
- (c) areas in stations for the provision of services and amenities to passengers,
- (d) employee facilities,
- (e) walkways, overpasses and other means of ingress to and egress from the stations and vehicles,
- (f) undertakings for the relocation, enhancement and upgrading of utility services and related poles, wires, pipes and apparatus,
- (g) adjacent roadway enhancements, and
- (h) operating facilities and facilities for storage, maintenance and repair of vehicles, parts, signage and related items;

“annual report”, in relation to the authority, means the report required under section 7 (3) (a);

“articles” means the rules established under section 190 (3) (f), and includes

- (a) provisions, reflecting the recommendations made under section 176 (3) (a) or the amendments made under section 185 (2.3), respecting the remuneration to which a director of the authority is entitled and the terms on which it is to be paid,
- (b) a skills and experience profile, within the meaning of section 185 (1) (a), setting out the skills and experience that must be represented on the board, and
- (c) any other provisions that under this Act must or may be added to the articles;

“assessment roll” has the same meaning as in the *Assessment Act*;

“authority” means the South Coast British Columbia Transportation Authority continued under section 2;

“authority’s website” means the website established under section 13.2 (1);

“BC Transit” means British Columbia Transit continued under the *British Columbia Transit Act*;

“billing organization” means an organization with which the authority or a subsidiary has entered into an agreement described in section 29.1 (4) (e);

“board” means the authority’s board of directors referred to in Part 8;

“busway” means the whole or any portion of a highway, at, above or below grade,

- (a) that is for the exclusive use of
 - (i) buses operated by or on behalf of the authority or a subsidiary, and
 - (ii) any other motor vehicle or device prescribed by the minister, and

- (b) in respect of which signs or markings, prescribed by the minister, indicate that the highway or portion of it is reserved for the exclusive use of buses or other prescribed motor vehicles and devices,

and includes the busway's ancillary works;

“commercial passenger vehicle” has the same meaning as in the *Passenger Transportation Act*;

“commissioner” means the Regional Transportation Commissioner appointed under section 215 (1) or 216 (4) or (5) of the Act before the repeal of those sections;

“construction” includes the original construction of a new highway and also the work of reconstructing or putting a highway or any section in repair by general and continuous regrading or retreating of its surface, or by building, rebuilding or enlarging bridges, or by executing other highway work of improvement or protection classified by the minister as substantial;

“Coquitlam Line rapid transit project” and **“C Line”** mean a rail transportation system connecting a location in the general vicinity of the Lougheed Town Centre Skytrain Station in the City of Burnaby

- (a) to a location in the general vicinity of the intersection of Pinetree Way and Guildford Way in the City of Coquitlam, or

- (b) to a location in the general vicinity of the intersection of Lougheed Highway and Barnet Highway in the City of Coquitlam,

as determined by the authority;

“custom transit services” means transportation services provided in the transportation service region for persons with special needs;

“deputy commissioner” means the deputy commissioner appointed under section 215 (1) of the Act before the repeal of that section;

“designated employees” means

- (a) all employees of BC Transit whose work responsibilities relate primarily to BC Transit's activities in the transportation service region,
- (b) all employees of the government whose work responsibilities relate to the operation of the Albion ferries, and
- (c) all employees of the government, the Insurance Corporation of British Columbia or the Metro Vancouver Regional District who have been identified by name, classification or other description in an order of the Lieutenant Governor in Council made on the recommendation of the authority;

“designated project” means the Fraser River Crossing project;

“designated tolls” means toll charges, or other charges in relation to the tolls or the collection of tolls, authorized under section 29.1 (2);

“development cost charge” means a charge imposed by a development cost charge bylaw;

“development cost charge bylaw” means a bylaw under section 34.21;

“Electoral Area A Director” means the Director representing Electoral Area A on the Regional Board of the Metro Vancouver Regional District;

“employee” includes officer;

“excessive toll debt” means a toll debt of not less than the amount established by bylaw of the authority;

“fare collection bylaw” means the bylaw referred to in section 245 (1);

“first-time short term fare” means the short term fare assessed for

- (a) a revenue transit service in relation to which no short term fare has been assessed, or
- (b) the ability of a class of persons to use a revenue transit service over a particular time-span if no short term fare has been assessed for that ability over such a time-span,

but does not include

- (c) a short term fare assessed for a new revenue transit service if
 - (i) the new revenue transit service is similar in nature to an existing revenue transit service, and
 - (ii) the short term fare assessed for the new revenue transit service is identical to or less than the short term fare assessed for the existing revenue transit service referred to in subparagraph (i), or
- (d) a short term fare assessed for the ability of a class of persons to use a revenue transit service over a particular time-span if the short term fare assessed for the ability of that class of persons to use a revenue transit service over that time-span is identical to or less than an existing short term fare for the ability of another class of persons to use that revenue transit service over that time-span;

“Fraser River Crossing project” means a bridge crossing the Fraser River to the east of Barnston Island and a system of infrastructure, structures, crossings and highways connecting the bridge to the provincial highway system or municipal highways;

“highway” has the same meaning as in the *Transportation Act*;

“independent transit services” means bus transportation services or rail transportation services that are provided in the transportation service region by a person or municipality other than the authority or its subsidiaries or contractors;

“infraction” means a breach of section 244;

“investment plan” means the plan referred to in section 194 (1.1);

“investment plan preparation year” means the fiscal year in which the investment plan is prepared;

“long term strategy” means the record prepared under section 193;

“maintenance” means the work, after the construction of a highway, of preserving and keeping it in repair, including the making, cleaning and keeping open of ditches, gutters, drains, culverts and watercourses, and the repairing of retaining walls, cribs, river protection works and other works necessary to keep open and maintain the highway for use by the traffic for which it is required;

“major crossing” means a bridge or tunnel of at least 50 m in length that spans a body of water, and includes a system of infrastructure, structures, crossings and approaches connecting the bridge or tunnel to the provincial highway system or municipal highways;

“major development proposal” means a proposal for a development project that satisfies the criteria established under section 4 (3);

“major road” means a highway in the transportation service region, other than a highway that is part of the provincial highway system, that falls within the guidelines established for a major road under section 17;

“major road network” means those major roads and parts of major roads, and those private roads and parts of private roads, that are designated under section 18 (2) (a) and (5) as being part of the major road network;

“mayors’ council on regional transportation” means the mayors’ council on regional transportation established under section 208;

“motor vehicle”, except in Part 7.1 [*Parking Rights Tax*], means a vehicle propelled other than by muscular power, but does not include

- (a) airplanes,
- (b) the cars of electric and steam railways, or
- (c) other vehicles running only on rails or tracks;

“official community plan” has the same meaning as in section 426 of the *Local Government Act*;

“project toll charge” means a toll charge assessed under section 29 (1);

“provincial highway system” means all highways

- (a) that are located in the transportation service region but outside the municipalities, or
- (b) that are arterial highways within the meaning of the *Transportation Act*;

“qualified individual” means an individual who

- (a) is not an employee or an officer of the authority or of any of its subsidiaries,
- (b) is not, and has never been, a commissioner or a deputy commissioner,
- (c) is not, and has never been, a member of a screening panel,

- (d) does not hold elected public office of any type, and
- (e) is not an employee of the government or of a municipality, regional district, trust council or greater board;

“rail transportation system” means a system using one or more fixed rails for the transportation of passengers and includes the system’s ancillary works;

“Rapid Transit Project” means a rail transportation system connecting a location in the general vicinity of the intersection of Great Northern Way and Clark Drive in the City of Vancouver to a location in the general vicinity of the Lougheed Town Centre Skytrain Station in the City of Burnaby and connecting to a location in the general vicinity of the Columbia Skytrain Station in the City of New Westminster;

“regional growth strategy” means the regional growth strategy of the Metro Vancouver Regional District;

“regional transportation system” means a system, in the transportation service region, that

- (a) is for the transportation of passengers and goods by any means, except by independent transit services, and without limiting this, includes
 - (i) ferries,
 - (ii) cycling path networks,
 - (iii) custom transit services,
 - (iv) bus transportation systems,
 - (v) rail transportation systems,
 - (vi) designated projects, and
 - (vii) the major road network, and
- (b) is operated or intended to be operated by the authority or its subsidiaries or contractors;

“replacement tax”, in any fiscal year, means the tax assessed by the authority in that year under section 25 (7.1);

“residential dwelling unit” means a detached house, cottage or other single family dwelling, a duplex, an apartment building, a strata lot, a townhouse, a rowhouse, a rest home or a nursing home, and includes that part of a multi-use building that is used for the purpose of single family dwellings, but does not include

- (a) a hotel,
- (b) a motel,
- (c) a lodge,
- (d) a resort,
- (e) a hospital,

- (f) any other institutional building, bunk house or camp building used on commercial or construction projects, or
- (g) those parts of any building that are used for any purpose other than residential;

“revenue transit service” means any transportation service

- (a) provided by, or under contract to, the authority or a subsidiary,
- (b) for the transportation of people by any means, including, without limitation,
 - (i) ferries,
 - (ii) custom transit services,
 - (iii) bus transportation systems, and
 - (iv) rail transportation systems, and
- (c) in relation to which a short term fare is or may be assessed;

“Richmond-Airport-Vancouver rapid transit project” and **“RAV”** mean a rail transportation system connecting

- (a) a location in the general vicinity of the intersection of No. 3 Road and Park Road in the City of Richmond,
- (b) a location in the general vicinity of the Domestic Air Terminal at the Vancouver International Airport, and
- (c) a location in the general vicinity of the intersection of Cordova and Granville Streets in the City of Vancouver;

“screening panel” means the individuals appointed under section 172 (1) or (2), and, except where otherwise provided, includes the 2007 screening panel;

“securities” includes notes, bonds, debentures and other evidences of indebtedness;

“short term fare” means a user fee for a revenue transit service, but does not include

- (a) a fee charged for a pass that authorizes the holder, for a period of more than 3 days, to use one or more revenue transit services, or
- (b) a toll under section 29 or 29.1;

“standard property taxes”, in any fiscal year, means all of the property taxes, other than the replacement tax, that the authority is authorized to assess under this Act in that fiscal year;

“strategic plan” means a strategic plan within the meaning of section 206.1;

“subsidiary” means a subsidiary established or acquired by the board under section 190 (3) (g) to carry out a purpose or responsibility, or to exercise a power, of the authority, and includes British Columbia Rapid Transit Company Ltd. and West Coast Express Ltd.;

“supplement” means a supplemental plan within the meaning of section 200 of the Act before the repeal of that section;

“supplementary fare increase” means an increase in the short term fare that may be assessed in any fiscal year for a revenue transit service if, after that increase,

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the short term fare for the revenue transit service will be greater than the targeted fare applicable to that revenue transit service in that fiscal year;

“targeted fare”, in relation to a revenue transit service in a fiscal year, means the short term fare assessed for that revenue transit service on April 1, 2008, increased, on the first day of each subsequent fiscal year to and including the first day of the year in question, by 2%, compounded annually;

“taxing treaty first nation” has the same meaning as in the *Treaty First Nation Taxation Act*;

“ticketed amount” means, in relation to an infraction for which a ticket is issued under section 248, the aggregate of the following amounts:

- (a) the amount of the fine established in relation to the infraction by the fare collection bylaw;
- (b) any charges payable in conjunction with the fine amount;
- (c) any surcharges payable on or in relation to the fine amount;
- (d) any discounts on or in relation to the fine amount;
- (e) any interest payable on or in relation to any unpaid portion of the amounts referred to in paragraphs (a) to (c);

“toll debt” means the portion of a designated toll that remains unpaid after the period established by bylaw of the authority for paying a designated toll has ended, and includes interest owing in relation to the unpaid portion of the designated toll;

“toll device” means a device that

- (a) may be installed or carried in or on, or attached to, a motor vehicle, and
- (b) allows electronic identification of the person who is to pay a designated toll, or the account from which a designated toll is to be paid, arising from the motor vehicle’s use of a part of a designated project;

“toll reader” means equipment that detects toll devices;

“transportation demand management” means strategies and programs that are designed to influence the demand for and choice of transportation services by the public;

“transportation service region” means all municipalities and rural areas located in the Metro Vancouver Regional District, and includes any area added to the region under subsection (2);

“transportation services” includes the services and facilities necessary for the establishment, maintenance and operation of a transportation system;

“treaty first nation” means a treaty first nation that, under its final agreement, is participating in the authority.

- (2) Subject to subsection (3), the authority may enter into an agreement with a municipality, regional district or other entity that has jurisdiction over an area, to add that area to the transportation service region.

-
- (3) An agreement under subsection (2) does not come into effect until the agreement is
- (a) ratified by a resolution of the mayors' council on regional transportation,
 - (b) ratified by the following resolution:
 - (i) if the area to be added is within a municipality, a resolution of the council of the municipality;
 - (ii) if the area to be added is all or part of a rural area within a regional district, a resolution of the board of the regional district;
 - (iii) in the case of any other area, a resolution of the entity having jurisdiction over the area, and
 - (c) approved by an order of the Lieutenant Governor in Council.
- (4) An agreement under subsection (2) may provide for the phasing in of transportation services and revenue collection measures over a period of not more than 10 years.
- (5) For the purposes of applying this Act in relation to a treaty first nation,
- (a) a reference to "municipality" or "municipalities" in the definitions of "independent transit service", "provincial highway system", "qualified individual" and "transportation service region" in subsection (1), in subsections (2) and (3) and in sections 4 (1) and (3), 5, 6 (2) (g) to (j), 15, 18, 20 to 24, 31 (1.2), 34 (1) (b), in the definition of "collection entity" in section 34.2, in the definition of "issuing entity" in section 34.29, in sections 44, 46 (4) (f) and 149 (1), in the definition of "eligible individual" in section 170 and in section 193 (5) must be read as including the treaty first nation or its treaty lands as the context requires,
 - (b) the reference to "official community plans" in section 4 (1) (f) must be read as including land use plans or other documents of the treaty first nation having a similar purpose and effect as an official community plan,
 - (c) a reference to "council" in subsection (3) (b) of this section and in section 21 (4) (b) must be read as including the governing body of the treaty first nation,
 - (d) a reference to "bylaw" in sections 21 (4) and (5), 22 (2) and 24 (2) (b) must be read as including a law of the treaty first nation,
 - (e) the reference to "municipal bylaw" in section 22 (5) must be read as including a law of the treaty first nation, and
 - (f) a reference to "zoning bylaw" in section 34.29 must be read as including a law of the treaty first nation.
- (6) For the purposes of applying this Act in relation to a taxing treaty first nation, a reference to "municipality" in sections 25 (9) and 135 must be read as including the taxing treaty first nation.

PART 1 – SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY

Division 1 – Structure and Administration of Authority

Authority continued

- 2** (1) The authority is continued under the name “South Coast British Columbia Transportation Authority”, consisting of the directors referred to in Part 8.
- (1.1) The Greater Vancouver Transportation Authority Police Service is continued under the name “South Coast British Columbia Transportation Authority Police Service” and the Greater Vancouver Transportation Authority Police Board is continued under the name “South Coast British Columbia Transportation Authority Police Board”.
- (1.2) A reference to the Greater Vancouver Transportation Authority, the Greater Vancouver Transportation Authority Police Service or the Greater Vancouver Transportation Authority Police Board in any record, including, without limitation, in any security agreement, commercial paper, lease, licence, permit or other contract, instrument, document or certificate is deemed to be a reference to the South Coast British Columbia Transportation Authority, the South Coast British Columbia Transportation Authority Police Service or the South Coast British Columbia Transportation Authority Police Board respectively.
- (2) The *Business Corporations Act* does not apply to the authority, but, on request of the authority, the Lieutenant Governor in Council may order that one or more provisions of that Act apply to the authority.
- (3) The authority is not an agent of the government.
- (4) The authority may carry on business, and, without limiting this, may enter into contracts or other arrangements, adopt bylaws, pass resolutions, issue or execute any other record or sue or be sued under a name prescribed by regulation of the Lieutenant Governor in Council, and any contract, bylaw, resolution or other arrangement or record entered into, adopted, passed, issued or executed, as the case may be, and any suit brought, by the authority under the prescribed name is as valid and binding as it would be were it entered into, adopted, passed, issued, executed or brought by the authority under its own name.

Purpose of the authority

- 3** The purpose of the authority is to provide a regional transportation system that
- (a) moves people and goods, and
 - (b) supports
 - (i) the regional growth strategy,

- (ii) provincial and regional environmental objectives, including air quality and greenhouse gas emission reduction objectives, and
- (iii) the economic development of the transportation service region.

Responsibilities of authority

- 4** (1) Subject to this Act, the authority must do the following to carry out its purpose:
- (a) manage and operate the regional transportation system;
 - (b) develop and implement transportation demand management strategies and programs;
 - (c) [Repealed 2015-13-59.]
 - (d) generate and manage funds necessary for its purpose;
 - (e) acquire, construct and maintain any assets, facilities and other real or personal property required for the regional transportation system;
 - (f) review, and advise the Metro Vancouver Regional District, the municipalities and the government regarding the implications to the regional transportation system of,
 - (i) the regional growth strategy and any amendments to it,
 - (ii) official community plans applicable to any part of the transportation service region and any amendments to those plans, and
 - (iii) major development proposals and provincial highway infrastructure plans in the transportation service region;
 - (g) prepare and implement strategic, service, capital and operational plans for the regional transportation system;
 - (h) from time to time, negotiate agreements with the government for contribution by the government to the funding of the capital costs of maintaining, improving or expanding the regional transportation system;
 - (i) establish criteria by which a person's eligibility for custom transit services may be determined;
 - (j) make copies of its bylaws available to the public at its offices for a reasonable fee it determines.
- (2) Despite subsection (1), the authority is not responsible for
- (a) construction, maintenance or regulation of any part of the provincial highway system or of any highway that is neither a major road nor part of a designated project,
 - (b) the management, operation, construction or maintenance of the major road network, except
 - (i) as specified in Part 2, or
 - (ii) to the extent that the authority has responsibility under the strategic plan for the planning of the major road network, or

Section 5

- (c) the planning, acquisition or construction of the Rapid Transit Project except as contemplated in section 33.
- (3) For the purposes of subsection (1) (f), the authority must, with each municipality, establish the criteria that will be used in that municipality to determine whether a development proposal in that municipality is a major development proposal.

Approval of independent transit services

- 5** (1) Despite any other enactment, but subject to subsection (1.1), no person or municipality may establish or operate or approve the establishment or operation of independent transit services in the transportation service region unless it does so
- (a) with the approval of the authority, and
 - (b) under any terms and conditions the authority requires.
- (1.1) Subsection (1) does not apply to the government or to a person that is a government corporation as defined in the *Financial Administration Act* and is designated by the minister for the purpose of this subsection.
- (2) The authority may give an approval under subsection (1) if the independent transit services will not reduce the effectiveness or financial viability of the regional transportation system.
- (3) The authority must not provide financial support for any independent transit services approved under subsection (1).
- (4) After consultation with a person or municipality that has been given approval under subsection (1), the authority may withdraw its approval.

Powers of the authority

- 6** (1) The authority has the capacity, rights, powers and privileges of an individual of full capacity.
- (2) Without limiting subsection (1) and in order to carry out its purpose, the authority
- (a) subject to the *Expropriation Act*, may expropriate land within the meaning of that Act from a person or municipality,
 - (a.1) may acquire land, other than by expropriation, that is not required for the current plans of the authority but that the authority reasonably believes will be required in the future
 - (i) in support of the regional transportation system, or
 - (ii) to facilitate the development, construction or operation of the regional transportation system,
 - (a.2) may hold, manage, develop and dispose of land,
 - (b) as permitted in this Act, may raise revenues by means of
 - (i) taxes,

- (ii) levies,
 - (iii) project toll charges,
 - (iv) user fees,
 - (v) motor vehicle charges,
 - (vi) designated tolls, and
 - (vii) development cost charges,
- (c) may make bylaws, and may recommend regulations, permitted under this Act and required for the regional transportation system,
- (d) may provide transportation services, and any other services it offers, to areas outside the transportation service region,
- (e) may appoint advisory committees to provide the authority with advice respecting its transportation services, and may reimburse the members of those committees for any reasonable travel and incidental expenses necessarily incurred by those members in the discharge of their duties,
- (f) may enter into an agreement with the government for the collection of taxes imposed under sections 4 (1) (c) and (d) and 10 (1) (c) and (d) of the *Motor Fuel Tax Act*,
- (g) may exercise within a municipality in or through which a rail transportation system or busway is planned, acquired, constructed, maintained or operated, all the powers in relation to that rail transportation system or busway that a municipality authorized to lay out, construct and maintain highways may exercise in carrying out that authorization,
- (g.1) may exercise within a municipality in, to or from which a major crossing is planned, acquired, constructed, maintained or operated, all the powers in relation to that major crossing that a municipality authorized to lay out, construct and maintain highways may exercise in carrying out that authorization,
- (h) has, for the purposes of planning, acquiring, constructing, maintaining and operating a rail transportation system or busway on a highway in a municipality,
 - (i) all the rights, powers and advantages conferred by any enactment on that municipality with respect to that highway, and
 - (ii) the right to enjoy and exercise any right of way, easement or licence owned, enjoyed or exercised by that municipality in connection with or for the purposes of the municipality's operation of that highway,
- (h.1) has, for the purposes of planning, acquiring, constructing, maintaining and operating a major crossing on or connecting to a highway in a municipality,
 - (i) all the rights, powers and advantages conferred by any enactment on that municipality with respect to that highway, and

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- (ii) the right to enjoy and exercise any right of way, easement or licence owned, enjoyed or exercised by that municipality in connection with or for the purposes of the municipality's operation of that highway,
 - (i) may exercise the rights, powers and advantages, and may enjoy and exercise the rights of way, easements or licences, referred to in paragraph (h) in the same manner and to the same extent as the municipality referred to in that paragraph might have done if the highway had not become part of a rail transportation system or busway, and
 - (j) may exercise the rights, powers and advantages, and may enjoy and exercise the rights of way, easements or licences, referred to in paragraph (h.1) in the same manner and to the same extent as the municipality referred to in that paragraph might have done if the highway had not become part of or connected to a major crossing.
- (3) Without limiting subsection (1) or (2), the authority, for the purposes of a designated project or major crossing, by bylaw, may
 - (a) establish standards for the construction, maintenance and rehabilitation of highways or other infrastructure that form part of the designated project or major crossing,
 - (b) establish standards for the management, operation and use of highways that form part of the designated project or major crossing, and
 - (c) subject to the *Motor Vehicle Act*, regulate the use of highways that form part of the designated project or major crossing,but may not do any of these things in relation to a highway that is also part of the provincial highway system.
- (4) Without limiting subsection (1) or (2), the authority may exercise its power under subsection (2) (a) for the use and benefit of a subsidiary in carrying out the authority's purposes.
- (5) Without limiting subsection (1) or (2), having expropriated land under subsection (2) (a), the authority may
 - (a) transfer an interest in the land to a subsidiary for the subsidiary's use and benefit in carrying out the authority's purposes in relation to a designated project, a major crossing, RAV or the C Line,
 - (b) transfer an interest in the land to the Vancouver International Airport Authority for the authority's purposes in relation to RAV, and
 - (c) do anything with the land that a person of full capacity could lawfully do with the land.
- (6) Subsection (2) (a) does not apply in relation to treaty lands.

Financial administration

- 7** (1) The authority must establish and maintain an accounting system in accordance with generally accepted accounting principles.

- (2) All records of account and other financial records respecting funds that the government has provided to the authority or to its subsidiaries must be open at all times for inspection by the Auditor General and the Comptroller General.
- (3) Within 90 days after the end of each fiscal year of the authority, the authority must
 - (a) prepare, in accordance with section 13.4, an annual report of the operations of the authority and its subsidiaries for the previous fiscal year,
 - (b) prepare audited financial statements of the authority and its subsidiaries for the previous fiscal year, and
 - (c) provide a copy of the annual report and a copy of the audited financial statements to the mayors' council on regional transportation.
- (4) The fiscal year end of the authority is December 31.
- (5) Without limiting any other provision of this Act, the *Financial Information Act* applies to the authority as if it were a corporation within the meaning of that Act.
- (6) The authority must adopt an annual budget on or before March 31 of the fiscal year to which the budget applies.
- (7) Each annual budget adopted under subsection (6) must
 - (a) set out all of the revenues that the authority anticipates it will receive in the fiscal year and all accumulated surpluses from previous fiscal years,
 - (b) set out all of the operating expenditures that the authority anticipates it will incur in the fiscal year, the total amount of which must not be greater than the total amount of the revenues and accumulated surpluses referred to in paragraph (a), and
 - (c) include, as one of the operating expenditures set out under paragraph (b), any deficit that was incurred in the previous fiscal year.

8 and 9 [Repealed 2007-41-10.]

Employees

- 10** The chief executive officer must, as agent for the authority,
- (a) employ or retain persons necessary for the business and operations of the authority and for the functioning of the board,
 - (b) define the duties of those persons, and
 - (c) subject to section 190.1, determine the compensation of those persons in accordance with any guidelines established by the board.

Pensions

- 11** (1) Subject to the exclusions in subsection (2) of this section, the Public Service Pension Plan, continued under the *Public Sector Pension Plans Act*, applies to

- (a) designated employees who are transferred by an order made under section 37 of this Act, and
 - (b) all other employees of the authority and its subsidiaries.
- (2) The Public Service Pension Plan does not apply to employees who are members of or will be entitled to become members of a pension plan registered under the *Income Tax Act* (Canada) other than that provided under the Public Service Pension Plan.
- (3) The Public Service Pension Plan applies to those designated employees who immediately before their transfer were contributors under the Municipal Pension Plan continued under the *Public Sector Pension Plans Act*.
- (4) and (5) [Repealed 1999-44-57.]
- (6) The amounts payable as the employer's contribution under the Public Service Pension Plan must be reduced by the amount determined by the trustee of the pension fund under that plan to have been paid by the authority or the subsidiary, as the case may be, to the British Columbia Hydro and Power Authority Plan
 - (a) under the agreement entered into under section 7 (3) of the *Metro Transit Operating Company Act*, R.S.B.C. 1979, c. 257, and
 - (b) as reimbursement for the cost of increases in the pension benefits received under that Plan.
- (7) The authority or subsidiary, as the case may be, may continue its participation in a pension plan other than the Public Service Pension Plan in respect of those employees or future employees referred to in subsection (2) of this section.

Health and benefit trust

- 12**
- (1) In this section, “**trust**” means the BC Transit Employees’ Health and Benefit Trust and includes any successor trust created for the benefit of members of groups of employees who were, before the creation of the successor trust, beneficiaries of the BC Transit Employees’ Health and Benefit Trust.
 - (2) If the authority or any of its subsidiaries is a successor employer to BC Transit within the meaning of the *Labour Relations Code*, that successor employer must
 - (a) deduct from the compensation of employees who are beneficiaries of the trust any amounts that are set, by the trustees of the trust, in accordance with the agreement and declaration of trust that established the trust, and
 - (b) remit those amounts to the trust.

Labour relations matters

- 13**
- (1) For the purposes of section 38 of the *Labour Relations Code*,
 - (a) the authority must not be treated as one employer with any person, including a subsidiary, and

- (b) a subsidiary must not be treated as one employer with any person, including another subsidiary.
- (2) Every collective agreement between the authority and a trade union or between a subsidiary and a trade union is deemed to provide that it is the function of the employer, subject to the provisions of the collective agreement, to manage the employer's affairs.
- (3) For the purpose of subsection (2), "manage the employer's affairs" includes, without limitation, the right to determine
 - (a) the employment, complement and organization of employees necessary to carry on the business and operations of the authority or the subsidiary, as the case may be, and
 - (b) the work methods and procedures applicable to the provision of transportation services.

Annual meeting

- 13.1**
- (1) The authority must hold an annual general meeting within 6 months after the end of each fiscal year.
 - (2) Within 3 months before, and not less than 2 weeks before, the date of the authority's annual general meeting, the board must publish the date, time and location of the annual general meeting
 - (a) on the authority's website in such a manner that the information respecting the date, time and location of the annual general meeting can be accessed without charge by any member of the public wishing to access it, and
 - (b) in another manner that the board is satisfied will bring the date, time and location of the annual general meeting to the attention of the public in the transportation service region.
 - (3) At least 10 days before the date of an annual general meeting, the board must publish the annual report
 - (a) on the authority's website in such a manner that the annual report can be accessed without charge by any member of the public wishing to access it, and
 - (b) in another manner that the board is satisfied will bring the annual report to the attention of the public in the transportation service region.
 - (4) An annual general meeting of the authority is open to any person, and any person attending the meeting may, subject to any reasonable restrictions imposed by the board, address the meeting.
 - (5) The board must place the annual report before the annual general meeting and must make a copy of that report available without charge to any person in attendance at the meeting who requests a copy.

Division 2 – Records and Reports

Authority's website

- 13.2** (1) The authority must establish and maintain a website that is accessible without charge to the public.
- (1.1) The authority must publish on the authority's website, as directed by the mayors' council on regional transportation, any information required to be published under the Act by the mayors' council on regional transportation.
- (2) Unless this Act provides otherwise, if, under this Act, the authority is required to publish a record on the authority's website, the record must remain on that website for a period that is not shorter than the remainder of the fiscal year in which the record was published and the following fiscal year.
- (3) The authority must
- (a) publish on its website
 - (i) the information that under section 249 (1) (f) is included on tickets issued under section 248, and
 - (ii) the fare collection bylaw, and
 - (b) ensure that the most current versions of the information and bylaw referred to in paragraph (a) of this subsection remain on the website.

Records

- 13.3** (1) The authority must keep the following records at its head office:
- (a) a list of its current directors;
 - (b) every record deposited under section 183 (2) (b);
 - (c) the minutes or portions of minutes of every meeting of its directors, and of every meeting of every committee of its directors, held in the current fiscal year or the previous fiscal year, if and to the extent that the authority believes that it would be required to disclose those minutes or portions of minutes in response to an access request under the *Freedom of Information and Protection of Privacy Act*;
 - (d) copies of any notices published by or on behalf of the authority
 - (i) in a newspaper,
 - (ii) in the current fiscal year or the previous fiscal year, and
 - (iii) in order to satisfy a requirement of this Act;
 - (e) copies of every annual report of the authority;
 - (f) a copy of the current strategic plan;
 - (g) a copy of the authority's current long term strategy;
 - (h) copies of the current and previous year's annual budget.
 - (i) [Repealed 2007-41-42.]

- (2) Any person may, without charge, inspect during normal business hours all of the records that the authority is required to keep under this section.
- (3) If a person requests a copy of a record that the authority is required to keep under this section and pays, in relation to that copy, the fee, if any, set in the articles of the authority under subsection (4), the authority must provide a copy of that record to that person promptly after receipt of the request and payment.
- (4) Subject to subsection (5), the authority may, in its articles, set a reasonable fee for providing a copy of any of its records under subsection (3).
- (5) Without limiting subsection (1), the authority must maintain a current version of its articles on the authority's website in such a manner that those articles can be accessed without charge by any member of the public wishing to access them.

Annual reports

13.4 An annual report must include the following in relation to the fiscal year for which the report is prepared:

- (a) a summary of the operations of the authority and its subsidiaries during that year, including, without limitation,
 - (i) transportation services provided in that year,
 - (ii) capital projects undertaken, continued or completed in that year,
 - (iii) transportation demand management measures undertaken in that year,
 - (iv) short term fares assessed for each revenue transit service in that year,
 - (v) the revenue realized by the authority in that year,
 - (vi) the authority's expenditures in that year, and
 - (vii) the borrowings undertaken by the authority in that year,along with a comparison of the operations of the authority and its subsidiaries to the applicable strategic plan and the applicable service, capital and operational plans;
- (b) the audited financial statements prepared for that year;
- (c) a summary of the number and nature of complaints received in that year and dealt with under section 225, and the actions taken by the authority in response to those complaints;
- (d) a summary of the results of the customer satisfaction survey process operated in that year by the authority;
- (e) any amendments made to the articles of the authority in that year;
- (f) the date, type and outcome of any meetings of the board held in that year;
- (g) the current version of the fare collection bylaw;
- (h) the number of tickets issued in that year under section 248 and the ticketed amounts collected in that year;

- (i) if the authority imposes development cost charges during that year,
 - (i) the amount of the development cost charges received in that year,
 - (ii) the expenditures from the reserve fund under section 34.27 in that year,
 - (iii) the balance in the reserve fund under section 34.27 at the start and at the end of that year, and
 - (iv) any waivers and reductions under section 34.24 (3) in that year.

13.5 [Repealed 2014-21-5.]

14 [Repealed 2007-41-44.]

Division 3 – Consultation and Ratification

Required consultation

- 15** (1) When the authority is required under this section to consult before taking any proposed action, the authority must
- (a) adopt a consultation plan that the authority considers will provide opportunities for
 - (i) consultation, in the manner required in this section, with the public, mayors' council on regional transportation, municipalities, organizations, the Metro Vancouver Regional District, the government and trade unions, and
 - (ii) consultation with any other persons or organizations that the authority considers will be affected by the proposed action or consultation plan, and
 - (b) consider any comments provided during the consultation process before taking the action.
- (2) A failure to comply with a consultation plan under subsection (1) does not invalidate the action taken as long as the authority has made a reasonable attempt to consult in accordance with subsection (1).
- (3) [Repealed 2007-41-45.]
- (3.1) Before an investment plan is provided to the mayors' council on regional transportation under section 202.1, the authority must consult, on matters that the authority proposes to include in that plan, with
- (a) the public in the transportation service region,
 - (b) the mayors' council on regional transportation,
 - (c) the Metro Vancouver Regional District, and
 - (d) any municipality and other organization that the authority considers will be affected.

- (4) [Repealed 2007-41-45.]
- (5) The authority must consult with the government, all the municipalities that the authority considers will be affected and the mayors' council on regional transportation before
 - (a) establishing any standards under section 19, or
 - (b) entering into an agreement under section 1 (2) to add an area to the transportation service region.
- (6) The authority must consult with all the municipalities that the authority considers will be affected before taking any action under sections 18 (2) (b) and 22 (3).
- (7) If the establishment or acquisition of a subsidiary by the authority will alter a bargaining unit, the authority must, before establishing or acquiring that subsidiary, consult with any trade unions representing employees who may be affected by the establishment or acquisition of the subsidiary.

Approvals or ratifications

- 16** (1) to (2.1) [Repealed 2007-41-46.]
- (3) The authority may, by bylaw, assess a tax, a project toll charge, a motor vehicle charge, a designated toll or a parking tax that is not contemplated by the authority's strategic plan if
 - (a) the board of the authority, after full examination of the capital and operating expenditures of the authority and its subsidiaries, determines that assessing the proposed taxes or charges is necessary and unavoidable in order to meet the debt obligations properly incurred by the authority under section 31, and
 - (b) the board of the authority has passed a resolution, by a vote of at least 2/3 of its members voting at the meeting, confirming that the circumstances in paragraph (a) of this subsection exist.

16.1 [Repealed 2007-41-46.]

PART 2 – MAJOR ROAD NETWORK

Identifying major roads

- 17** The authority must establish guidelines, consistent with the authority's purpose, for identifying highways in the transportation service region as major roads.

Major road network

- 18** (1) The authority must, by bylaw made on or before December 31, 1998, establish the major road network comprising an integrated system of highways throughout the transportation service region.

Section 19

- (2) The authority may, by bylaw,
 - (a) designate the whole or any specified part of one or more major roads as forming part of the major road network, and
 - (b) remove all or any of those designations.
- (3) A designation under subsection (2) (a) may be removed in respect of the whole or any part of a designated highway that no longer falls within the guidelines, established under section 17, for identifying major roads.
- (4) The authority must have the consent of each of the municipalities within which a major road is located before designating that major road as being part of the major road network under subsection (2) (a), but the consent of those municipalities is not required to remove the designation under subsection (2) (b).
- (5) With the agreement of the owner of a private road and with the consent of each municipality in which that private road is located, the authority may, by bylaw, designate the whole or any specified part of that road as forming part of the major road network, but the agreement of the owner and the consent of those municipalities is not required to remove the designation.

Standards for major road network

- 19** Subject to this Part, the authority may, by bylaw, establish standards for the management, operation, construction and maintenance of all or any part of the major road network.

Funding for major road network

- 20** Within the limits of its powers under this Act, the authority must, in accordance with an agreement with a municipality under paragraph (c), contribute funds to the municipality for the purpose of maintaining or constructing any part of the major road network that is located in that municipality if
- (a) the municipality is complying, to the satisfaction of the authority, with all of the management, operation, construction and maintenance standards established by the authority under section 19,
 - (b) in the case of construction, the construction project in respect of which funds are to be contributed is included in the capital plans approved by the authority and the authority's contribution to the cost of the construction of that project is included in the capital budget approved by the authority,
 - (c) the authority and the municipality enter into an agreement in respect of the maintenance or construction, as the case may be, and
 - (d) the municipality complies with the terms and conditions of the agreement referred to in paragraph (c).

Limits on municipal authority

- 21** (1) Despite the *Community Charter*, the *Vancouver Charter* or any other enactment, a municipality must not, without the approval of the authority, take, authorize or

permit any action that would reduce the capacity of all or any part of the major road network to move people.

- (1.1) For the purpose of subsection (1), an action would reduce the capacity of all or any part of the major road network to move people if the action would result in the alteration of a roadway, as that term is defined in section 119 of the *Motor Vehicle Act*, of a major road, or of the traffic control conditions on a major road, in such a way that fewer persons would be able to travel on the major road network in a given time period than were able to travel on the major road network in a comparable time period before the taking of the action.
- (2) Despite the *Community Charter*, the *Vancouver Charter* or any other enactment but subject to subsection (3) of this section, a municipality must not, without the approval of the authority, take, authorize or permit any action that would prohibit the movement of trucks on all or any part of a highway in the transportation service region.
- (3) Subsection (2) does not apply to a highway in the provincial highway system.
- (4) Subject to subsection (5), a bylaw that prohibits the movement of trucks on a highway in the transportation service region is deemed to have been approved by the authority under subsection (2)
 - (a) if the bylaw was adopted by the Council of the City of Vancouver before the coming into force of this section, or
 - (b) in the case of a bylaw adopted by the council of any other municipality, if the bylaw was adopted
 - (i) with the approval of the Minister of Transportation and Highways under section 531 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as that section read immediately before its repeal by the *Community Charter Transitional Provisions, Consequential Amendments and Other Amendments Act, 2003*, and
 - (ii) before the coming into force of this section.
- (5) Any amendment or replacement of a bylaw referred to in subsection (4) requires the approval of the authority under subsection (2) of this section.
- (6) The approval of the minister responsible for the *Transportation Act* is not required under section 36 (2) (c) [*regulation of extraordinary traffic on arterial highways*] of the *Community Charter* for a bylaw, described in subsection (4) of this section, passed after this section comes into force.

Movement of dangerous goods

- 22** (1) In this section, “**dangerous goods**” has the same meaning as in the *Transport of Dangerous Goods Act*.

Section 23

- (2) Despite any other enactment, a municipality must not make a bylaw described in section 23 of the *Transport of Dangerous Goods Act* in respect of a highway that is part of the major road network.
- (3) The authority, by bylaw,
 - (a) must designate routes and times of travel on the major road network for motor vehicles transporting dangerous goods, and
 - (b) may prohibit the transportation of dangerous goods in motor vehicles
 - (i) on designated routes in the major road network, or
 - (ii) at certain times of travel.
- (4) A designation may not be made under subsection (3) (a) without the consent of each municipality in which a part of the designated route is located.
- (5) A municipal bylaw described in section 23 of the *Transport of Dangerous Goods Act* in respect of any part of the major road network ceases to have effect when, under subsection (3) of this section, the authority adopts a bylaw in respect of that part of the major road network.

Authority's highways

- 23 (1) If the authority has purchased or taken land for a highway and has had title to the highway registered in the name of the authority, the following do not apply to the highway:
 - (a) section 35 (1) [*ownership and possession of highways*] of the *Community Charter*;
 - (b) section 289 of the *Vancouver Charter*.
- (1.1) Despite sections 2 (1) and 23 (4) of the *Expropriation Act*, section 23 (5) of that Act applies in relation to land taken by the authority for a highway that forms part of a designated project.
- (2) The authority has the right of possession of any highway referred to in subsection (1) of this section.
- (3) Despite section 2 of the *Transportation Act*, the authority is responsible for and has control of the construction and maintenance of, any highway referred to in subsection (1) of this section.
- (4) In relation to all or any part of a highway referred to in subsection (1) located within a municipality, the authority has powers equivalent to those of the municipality in respect of the layout, design, construction and maintenance of highways.

Weight and dimension requirements

- 24 (1) Despite any standards set by the authority under section 19 respecting weight and dimensions for motor vehicles on the major road network, the requirements prescribed for motor vehicles in a regulation made under section 11 (2) (a) or (m)

of the *Commercial Transport Act* apply to the major road network subject to any specific limitations set by the authority under subsection (2) (d) of this section.

(2) Despite

- (a) requirements prescribed for motor vehicles under section 11 (2) (a) or (m) of the *Commercial Transport Act*,
- (b) a bylaw of a municipality respecting weight and dimensions for motor vehicles travelling on any part of the major road network, and
- (c) any standards set by the authority under section 19 of this Act,

the authority may, if the authority considers that a part of the major road network does not have the capacity to accommodate those requirements, do one or both of the following:

- (d) by bylaw, further limit the requirements described in paragraphs (a) to (c) of this subsection on any specified part of the major road network;
 - (e) recommend to the Lieutenant Governor in Council that the requirements prescribed for motor vehicles under section 11 (2) (a) or (m) of the *Commercial Transport Act* be further limited to specified requirements on any specified part of the major road network.
- (3) Without limiting the *Commercial Transport Act* or section 46 of this Act, the Lieutenant Governor in Council may, after receiving a recommendation from the authority under subsection (2) (e) of this section, amend any regulation made under section 11 (2) (a) or (m) of the *Commercial Transport Act* to prescribe the specified requirements in relation to the specified part of the major road network.
- (4) Without limiting any other offences or liability that might arise in relation to weight or dimension requirements referred to in subsection (2) (a) to (c), a person commits an offence if the person operates, on a part of the major road network, a motor vehicle the weight or dimensions of which exceed the requirements, as limited by a bylaw made by the authority under subsection (2) (d), that are applicable to that part of the major road network.
- (5) A person referred to in subsection (4) commits an offence whether or not the motor vehicle referred to in that subsection complies with the requirements referred to in subsection (2) (a) to (c).
- (6) The authority may, in the place of the minister under section 8 of the *Commercial Transport Act*, issue permits under that section with respect to motor vehicles if and to the extent that the permits relate to highways in the major road network, and any prescribed fees payable under that section in relation to those permits are payable to the authority.

PART 3 – FUNDING

Property tax assessed by the authority

- 25** (1) In this section and in section 26:
- “**improvements**” has the same meaning as in the *Assessment Act*;
- “**land**” has the same meaning as in the *Assessment Act*.
- (2) The authority
- (a) may, by bylaw, assess a tax within the parameters established by its strategic plan on the net taxable value of land and improvements in the transportation service region, other than land and improvements that are taxable for school purposes only by special Act, and
 - (b) must, in assessing that tax, adopt a variable tax rate system in which individual tax rates are determined and imposed for each property class.
- (2.1) Despite subsections (2) and (6), if the authority assesses a tax under those subsections for a taxation year, the authority, instead of assessing the tax in the treaty lands of a taxing treaty first nation, by bylaw, must apply the applicable tax rates under those subsections to the net taxable value of land and improvements in those treaty lands to determine the amount that would have been assessed in relation to those treaty lands if the authority were levying a tax in those treaty lands.
- (3) and (4) [Repealed 2007-41-48.]
- (5) On or before May 1 of each year, the authority must send to
- (a) the collector in each municipality and to the Surveyor of Taxes a notice setting out the tax rates that are applicable to the taxes assessed by the authority under subsection (2) (a), and, if applicable, subsection (7.1), and
 - (b) each taxing treaty first nation a requisition for the amount determined for the taxing treaty first nation under subsection (2.1), including a statement of the rates applied to the net taxable value of land and improvements in the treaty lands to determine that amount.
- (6) If, after the authority has made its first bylaw under subsection (2), the authority increases the tax assessed under this section, the authority must adopt a variable tax rate system that
- (a) is applicable only to that increase, and
 - (b) has, as the relationship between the tax rate on a property class other than property class 1 and the tax rate for property class 1, a relationship that is the same or lower than the relationship between those same tax rates in the variable tax rate system prescribed for regional hospital districts under section 27 of the *Hospital District Act*.

- (6.1) If, after the authority has made its first bylaw under subsection (2), the authority decreases the tax assessed under this section, the authority must adopt a variable tax rate system that
- (a) is applicable only to that decrease, and
 - (b) has, as the relationship between the tax rate on a property class other than property class 1 and the tax rate for property class 1, a relationship that is the same or higher than the relationship between those same tax rates in the variable tax rate system prescribed for regional hospital districts under section 27 of the *Hospital District Act*.
- (7) In a bylaw under subsection (2), the authority may
- (a) establish zones in the transportation service region, and
 - (b) adopt different tax rates for land and improvements in different zones based on the benefit that the authority considers accrues to the land and improvements in a zone as a result of proximity to a transportation station, or to another major transportation facility, that has been constructed or funded by the authority.
- (7.1) For any fiscal year after 2007, in addition to the property taxes that the authority is authorized under this Act, other than this subsection, to assess in that fiscal year, the authority may, by bylaw, assess a tax under this subsection on the net taxable value of land and improvements in the transportation service region if
- (a) the additional tax generates property tax revenue that is not more than \$18 million in that fiscal year, and
 - (b) the additional tax is collected only from property classes 1, 2, 4, 5 and 6 in whatever proportions the authority may determine.
- (7.2) Despite subsection (7.1), if a tax is assessed under that subsection, the amount that would have been assessed in relation to the treaty lands of a taxing treaty first nation if the authority were levying a tax on the net taxable value of land and improvements in those treaty lands must be recovered from the treaty first nation by sending the treaty first nation a requisition for that amount under subsection (5) (b).
- (8) [Repealed 2003-3-12.]
- (9) If required by the authority, the British Columbia Assessment Authority must certify and forward to the authority the net taxable values of land and improvements, for the current year, in respect of which tax may be assessed under this section in
- (a) a municipality,
 - (b) a rural area, or
 - (c) the treaty lands of a taxing treaty first nation
- in the transportation service region.

Collection of taxes

- 26** (1) If taxes are assessed under section 25, a municipality must collect those of the taxes that are assessed on the net taxable value of land and improvements in the municipality and the Surveyor of Taxes must collect those of the taxes that are assessed on the net taxable value of land and improvements in any rural area in the transportation service region.
- (1.1) If taxes are assessed under Part 7, a municipality must collect those of the taxes that are assessed on the taxable parking area of, or on the taxable parking spaces in, parking sites located in the municipality, and the Surveyor of Taxes must collect those of the taxes that are assessed on the taxable parking area of, or on the taxable parking spaces in, parking sites located in any rural area, and, in this subsection, **“parking site”, “taxable parking area” and “taxable parking space”** have the same meaning as in section 131.
- (1.2) If a taxing treaty first nation receives a requisition under section 25 (5) (b) or 133 (4) (b), the taxing treaty first nation must pay to the authority the amount of the requisition by August 1 of the year in which the requisition was sent.
- (2) In each year in which the authority assesses taxes under one or both of section 25 and Part 7,
- (a) the municipality must pay to the authority,
- (i) by August 1 of the year for which the taxes are assessed, all of the assessed taxes that have been collected by July 15 of that year, and
- (ii) by December 31 of the year for which the taxes are assessed, the balance of the assessed taxes, whether or not all of the assessed taxes have been collected, and
- (b) the Surveyor of Taxes must pay to the authority, by August 1 of the year for which the taxes are assessed, all of the assessed taxes, whether or not all of the assessed taxes have been collected.
- (3) [Repealed 2003-3-12.]
- (4) In addition to any money payable under subsection (2), if, in any year (the “grant year”) a grant in place of taxes for land and improvements in a municipality or rural area in the transportation service region is received by the collector of the municipality or by the Surveyor of Taxes from
- (a) the government of Canada under the *Payments in Lieu of Taxes Act* (Canada),
- (b) a corporation included in Schedule III or IV of the *Payments in Lieu of Taxes Act* (Canada), or

(c) a public body as defined in section 1 of the *Financial Administration Act*, the municipality or the Surveyor of Taxes, as the case may be, must pay to the authority, on or before February 1 in the following year, the amount determined by the following formula:

required payment = amount of grant X [authority's taxes/local taxes]

where

amount of grant means the full amount of the grant provided in the grant year to the municipality or the Surveyor of Taxes, as the case may be, for the land and improvements;

authority's taxes means the taxes assessed by the authority for the grant year under section 25 on land and improvements in the municipality or rural area, as the case may be;

local taxes means,

(a) in the case of a grant provided to the collector of a municipality, the taxes levied by the municipality for the grant year on land and improvements in the transportation service region that are located in that municipality, or

(b) in the case of a grant provided to the Surveyor of Taxes, the taxes levied by the Surveyor of Taxes for the grant year on land and improvements in that part of the transportation service region that consists of rural area.

(5) Without an appropriation other than this subsection, the amounts that the Surveyor of Taxes must pay to the authority under subsections (2) and (4) must be paid out of the consolidated revenue fund.

(6) Section 27 (1) (a) of the *Financial Administration Act* does not apply to the appropriation under subsection (5) of this section.

(7) If a municipality or taxing treaty first nation fails to pay the authority the amount it is required to pay the authority under this section, the authority may do one or more of the following:

(a) cease providing any of the funding it is obliged to, or has agreed to, provide under this Act;

(b) set off the amounts due against any of the funding it is obliged to, or has agreed to, provide under this Act;

(c) bring an action to recover the amount as a debt due and owing;

(d) on summary application to the Supreme Court, request the appointment of a receiver of any taxes, fees or other revenues of the municipality for the purposes of enforcing payment of the amounts payable under this section.

(8) The minister may prescribe an administration fee the authority must pay to a municipality in relation to the collection of tax assessed under Part 7.

Section 27

- (9) A municipality may deduct the administration fee prescribed under subsection (8), in the manner and at the times prescribed by the minister, from the amounts payable by the municipality to the authority under subsection (2).
- (10) The administration fee prescribed under subsection (8) may be different for different municipalities.

Levy and collection of property taxes

- 27**
- (1) In this section, “**owner**” has the same meaning as in the *Assessment Act*.
 - (2) Subject to this Act and the *Assessment Act*, if the provisions of the *Community Charter*, the *Local Government Act*, the *Taxation (Rural Area) Act* or the *Vancouver Charter* apply in respect of the assessment, levy, collection or recovery of, or the addition of penalties and interest on, property taxes payable in respect of a particular property, those provisions apply in respect of the assessment, levy, collection or recovery of, or the addition of penalties and interest on, taxes assessed under section 25 of this Act on that property.
 - (3) Subject to this Act, if the provisions of the *Community Charter*, the *Local Government Act*, the *Taxation (Rural Area) Act* or the *Vancouver Charter* apply in respect of the assessment, levy, collection or recovery of, or the addition of penalties and interest on, property taxes payable in respect of a particular property, those provisions apply in respect of the assessment, levy, collection or recovery of, or the addition of penalties and interest on, taxes assessed under Part 7 of this Act on that property.
 - (4) If a tax is assessed on property under one or both of section 25 and Part 7, the collector of a municipality must, if the property is in that municipality, and the Surveyor of Taxes must, if the property is in a rural area,
 - (a) for any tax assessed under section 25, prepare and mail a notice, setting out the tax assessed under that section, to each person named in relation to the property on the assessment roll, and
 - (b) for any tax assessed under Part 7, prepare and mail a notice, setting out the tax assessed under that Part, to each person named in relation to the property on the parking site roll.
 - (5) For the purposes of subsection (4), the collector of the municipality or the Surveyor of Taxes, as the case may be, may, if a notice is to be provided to a person under subsection (4) (a) and a notice is to be provided to the same person under subsection (4) (b), combine those notices into one notice to that person.
 - (6) A notice provided under subsection (4) or (5) in respect of a property must
 - (a) form part of the tax notice under section 237 of the *Community Charter*, the taxation notice under section 21 (2) of the *Taxation (Rural Area) Act* or the tax statement under section 403 of the *Vancouver Charter*, as applicable, and

- (b) set out
 - (i) the tax, if any, assessed under section 25 on the property, and
 - (ii) the tax, if any, assessed under Part 7 on the property.
- (7) Each notice under subsection (4) or (5) must conform with any applicable specifications under the *Community Charter*, the *Local Government Act*, the *Taxation (Rural Area) Act* or the *Vancouver Charter*.
- (7.1) Despite subsection (4), the collector of each municipality or the Surveyor of Taxes, as the case may be, may provide a notice to a taxpayer other than by mail, in accordance with any applicable legislation.
- (8) Except in relation to the treaty lands of a taxing treaty first nation, sections 130, 131, 131.01 and 132 of the *School Act* apply in respect of assessment and taxation under section 25 of this Act.

Fuel tax**27.1** (1) In this section:

“**director**” has the same meaning as in the *Motor Fuel Tax Act*;

“**fuel tax revenue**”, in any fiscal year, means the taxes to which the authority is entitled in that fiscal year under sections 4 (1) (c) and (d) (i) and 10 (1) (c) and (d) (i) of the *Motor Fuel Tax Act*.

- (2) Before the repeal of sections 203 and 204, the authority may, by bylaw referred to in subsection (6) of this section, set, as the rate of tax payable under sections 4 (1) (d) (i) and 10 (1) (d) (i) of the *Motor Fuel Tax Act*, a rate of tax that does not exceed \$0.03 per litre.
- (3) Before passing a bylaw referred to in subsection (2) of this section,
 - (a) the authority must set out the proposed rate of tax in a supplement,
 - (b) the commissioner must, in the review of the supplement undertaken under section 203,
 - (i) consider whether the rate of tax is consistent with subsection (4) (b) of this section,
 - (ii) consider the reasonableness of the estimates used by the authority to determine the amounts referred to in subsection (4) (b), and
 - (iii) if the commissioner determines that the rate of tax is consistent with subsection (4) (b) and that the estimates referred to in subparagraph (ii) of this paragraph are reasonable, provide the authority and the mayors’ council on regional transportation with a notice confirming that determination, and
 - (c) without limiting section 204 (c), the mayors’ council on regional transportation must, if it approves the supplement under section 204, provide the authority with a copy of the resolution approving the supplement.

- (4) The authority must not set a rate of tax under subsection (2) of this section unless
- (a) the authority has received, in relation to the supplement referred to in subsection (3) (a), the notice referred to in subsection (3) (b) (iii) and a copy of the resolution referred to in subsection (3) (c), and
 - (b) the outcome revenue is at least twice as great as the tenth year additional fuel tax revenue.

- (5) In subsection (4):

“outcome revenue” means the amount determined by the following formula:

$$\frac{(\text{tenth year revenue} - \text{tenth year fuel tax revenue})}{[1.35 \times (\text{plan year revenue} - \text{plan year fuel tax revenue})]}$$

where

“tenth year revenue” is the total revenue, excluding grants or contributions from the government, that the authority estimates it will receive in the 10th year of the strategic plan that will result if the supplement referred to in subsection (3) (a) is approved,

“tenth year fuel tax revenue” is the fuel tax revenue that the authority estimates it will receive in the 10th year of the strategic plan that will result if the supplement referred to in subsection (3) (a) is approved,

“plan year revenue” is the total revenue, excluding grants or contributions from the government, that the authority estimates it will receive in the year in which the supplement referred to in subsection (3) (a) is prepared, and

“plan year fuel tax revenue” is the fuel tax revenue that the authority estimates it will receive in the year in which the supplement referred to in subsection (3) (a) is prepared;

“tenth year additional fuel tax revenue” means the positive difference between

- (a) the fuel tax revenue that the authority estimates it will receive in the 10th year of the strategic plan that will result if the supplement referred to in subsection (3) (a) is approved, and
- (b) the fuel tax revenue that the authority estimates it will receive in the 10th year of the strategic plan that will result if the supplement referred to in subsection (3) (a) is not approved.

- (6) If the authority is entitled under subsection (4) to set a rate of tax under subsection (2), the authority may, by bylaw,
- (a) set, as the rate of tax payable under sections 4 (1) (d) (i) and 10 (1) (d) (i) of the *Motor Fuel Tax Act*, the rate of tax, in an amount that does not exceed \$0.03 per litre, that the authority is authorized to set by the strategic plan that results from the approval of the supplement referred to in subsection (3) (a) of this section, and

- (b) set, as the date on which that rate of tax is to take effect, a date that is
 - (i) at least 2 months after the date on which the bylaw is received by the director under subsection (7) of this section, and
 - (ii) the first day of a calendar month.
- (7) If the authority passes a bylaw under subsection (6), the authority must deliver the following to the director:
 - (a) a copy of the bylaw;
 - (b) a copy of the notice referred to in subsection (3) (b) (iii);
 - (c) a copy of the resolution of the mayors' council on regional transportation referred to in subsection (3) (c).
- (8) After delivering to the director the records referred to in subsection (7), the rate of tax payable under sections 4 (1) (d) (i) and 10 (1) (d) (i) of the *Motor Fuel Tax Act* is, effective on the date set by the authority under subsection (6) (b) of this section, the rate of tax set under subsection (6) (a).

2012 Moving Forward Plan fuel tax

- 27.11** (1) In this section, “**director**” has the same meaning as in the *Motor Fuel Tax Act*.
- (2) Before the repeal of sections 203 and 204, the authority may, by bylaw referred to in subsection (5) of this section, set, as the rate of tax payable under sections 4 (1) (d) (ii) and 10 (1) (d) (ii) of the *Motor Fuel Tax Act*, a rate of tax that does not exceed \$0.02 per litre.
 - (3) Before passing a bylaw referred to in subsection (2) of this section,
 - (a) the authority must identify the rate of tax in a supplement, and
 - (b) without limiting section 204 (c), the mayors' council on regional transportation must, if it approves the supplement under section 204, provide the authority with a copy of the resolution approving the supplement.
 - (4) The authority must not set a rate of tax under subsection (2) of this section unless the authority has received, in relation to the supplement referred to in subsection (3) (a), a copy of the resolution referred to in subsection (3) (b).
 - (5) If the authority is entitled under subsection (4) to set a rate of tax under subsection (2), the authority may, by bylaw,
 - (a) set, as the rate of tax payable under sections 4 (1) (d) (ii) and 10 (1) (d) (ii) of the *Motor Fuel Tax Act*, the rate of tax, in an amount that does not exceed \$0.02 per litre, that the authority is authorized to set by the strategic plan that results from the approval of the supplement referred to in subsection (3) (a) of this section, and

- (b) set, as the date on which that rate of tax is to take effect, a date on or after April 1, 2012 that is
 - (i) at least 2 months after the date on which the bylaw is received by the director under subsection (6) of this section, and
 - (ii) the first day of a calendar month.
- (6) If the authority passes a bylaw under subsection (5), the authority must deliver the following to the director:
 - (a) a copy of the bylaw;
 - (b) a copy of the resolution of the mayors' council on regional transportation referred to in subsection (3) (b).
- (7) After delivering to the director the records referred to in subsection (6), the rate of tax payable under sections 4 (1) (d) (ii) and 10 (1) (d) (ii) of the *Motor Fuel Tax Act* is, effective on the later of the date set by the authority under subsection (5) (b) of this section and the date on which sections 4 (1) (d) (ii) and 10 (1) (d) (ii) of the *Motor Fuel Tax Act* come into force, the rate of tax set under subsection (5) (a).

2018 – 2027 Phase Two Plan fuel tax

- 27.12** (1) In this section, “**director**” has the same meaning as in the *Motor Fuel Tax Act*.
- (2) The authority may, by bylaw referred to in subsection (5), set, as the rate of tax payable under sections 4 (1) (d) (iii) and 10 (1) (d) (iii) of the *Motor Fuel Tax Act*, a rate of tax that does not exceed \$0.015 per litre.
 - (3) Before passing a bylaw referred to in subsection (5) of this section,
 - (a) the authority must identify the rate of tax in an investment plan, and
 - (b) without limiting section 204.1 (1) (c), the mayors' council on regional transportation must, if it approves the investment plan under section 204.1, provide the authority with a copy of the resolution approving the investment plan.
 - (4) The authority must not set a rate of tax under subsection (2) unless the authority has received, in relation to the investment plan referred to in subsection (3) (a), a copy of the resolution referred to in subsection (3) (b).
 - (5) If the authority is entitled under subsection (4) to set a rate of tax under subsection (2), the authority may, by bylaw,
 - (a) set, as the rate of tax payable under sections 4 (1) (d) (iii) and 10 (1) (d) (iii) of the *Motor Fuel Tax Act*, the rate of tax, in an amount that does not exceed \$0.015 per litre, that the authority is authorized to set by the strategic plan that results from the approval of the investment plan referred to in subsection (3) (a) of this section, and

- (b) set, as the date on which that rate of tax is to take effect, a date on or after July 1, 2019 that is
 - (i) at least 2 months after the date on which the bylaw is received by the director under subsection (6) of this section, and
 - (ii) the first day of January, April, July or October.
- (6) If the authority passes a bylaw under subsection (5), the authority must deliver the following to the director:
 - (a) a copy of the bylaw;
 - (b) a copy of the resolution of the mayors' council on regional transportation referred to in subsection (3) (b).
- (7) After delivering to the director the records referred to in subsection (6), the rate of tax payable under sections 4 (1) (d) (iii) and 10 (1) (d) (iii) of the *Motor Fuel Tax Act* is, effective on the date set by the authority under subsection (5) (b) of this section, the rate of tax set under subsection (5) (a).

Exemptions for treaty lands of taxing treaty first nations

- 27.2** (1) Subject to this section, property that is in the treaty lands of a taxing treaty first nation and exempt
- (a) under the laws of the treaty first nation from property taxation imposed by the treaty first nation, or
 - (b) under a tax treatment agreement from property taxation imposed under this Act
- must be treated as if it were exempt for the purposes of calculating the rates under section 25 (2) and (6) and the amount of a requisition under section 25 (5) (b).
- (2) Subject to subsection (3), 50% of the assessed value of a parcel, or a portion of a parcel, of land must be treated as if it were exempt for the purposes of calculating the rates under section 25 (2) and (6) and the amount of a requisition under section 25 (5) (b), if
- (a) the parcel or portion is classified as a farm under the *Assessment Act*, or
 - (b) the parcel or portion is in the agricultural land reserve within the meaning of the *Agricultural Land Commission Act*, is subject to sections 18 to 20.3 and 28 of that Act and satisfies one or more of the conditions set out in subsection (3) of this section.
- (3) The parcel or portion of a parcel referred to in subsection (2) (b) must be
- (a) vacant and unused,
 - (b) used for a farm or residential purpose, or
 - (c) used for a purpose that is permitted by the Lieutenant Governor in Council under this Act.

- (4) Land must be treated as if it were exempt for the purposes of calculating the rates under section 25 (2) and (6) and the amount of a requisition under section 25 (5) (b) if the land is included in a timber lease or timber licence issued under an enactment of British Columbia or of Canada
 - (a) for which a stumpage, as defined in the *Forest Act*, has not been reserved or not made available to the government, or
 - (b) which is held for the specific purpose of cutting and removing timber, and for no other purpose while so held.
- (5) Property that would be exempt from taxation under laws of a taxing treaty first nation that have the same effect in respect of its treaty lands as a bylaw authorized under section 225 [*partnering and other exemptions*] of the *Community Charter* has in respect of land within a municipality in relation to
 - (a) a partnering agreement under the applicable law,
 - (b) a golf course, or
 - (c) a cemetery, mausoleum or columbarium,must be treated as if it were taxable for the purposes of calculating the rates under section 25 (2) and (6), and the amount of a requisition under section 25 (5) (b), of this Act unless it can be treated as exempt under subsection (6) or (8) of this section.
- (6) The Lieutenant Governor in Council may make regulations requiring that land and improvements that must be treated as taxable under subsection (5) must be treated as exempt.
- (7) Regulations under subsection (6) may
 - (a) require that all or part of the property that is exempted under the law of the treaty first nation be treated as exempt,
 - (b) require the property be treated as exempt for all or part of the term of the exemption under the law of the treaty first nation, and
 - (c) be different for different classes or uses of property, different classes of owners and different classes of partnering agreements.
- (8) The Lieutenant Governor in Council, by order in relation to property referred to in subsection (5) that is specified in the order, may require that
 - (a) all or part of the property be treated as exempt for the purposes of calculating the rates under section 25 (2) and (6) and the amount of a requisition under section 25 (5) (b), and
 - (b) the property be treated as exempt for those purposes for all or part of the term of the exemption under the law of the treaty first nation.
- (9) Property must not be treated as exempt for the purposes of calculating the rates under section 25 (2) and (6), and the amount of a requisition under section 25 (5) (b), of this Act if the property is exempted from property tax under a law of a taxing treaty first nation that has the same effect in respect of its treaty lands as a

bylaw has under section 226 [*revitalization tax exemptions*] of the *Community Charter* in respect of land within a municipality.

Power levies assessed by the authority

28 (1) In this section:

“**account**” means an electric service account rendered to a person liable for payment for the supply of electricity supplied by or through a collector;

“**collector**” means the British Columbia Hydro and Power Authority, the Corporation of the City of New Westminster or a public utility as defined in the *Utilities Commission Act*;

“**power levy**” means the amount established under subsection (2);

“**supply**” has the same meaning as in the *Hydro and Power Authority Act*.

- (2) Subject to subsections (3) and (5), the authority may, by bylaw, establish a power levy and require a collector to add the power levy to every residential dwelling unit account in the transportation service region.
- (3) The power levy must be the same for every account and must not exceed \$1.90 per month for each account.
- (4) A power levy added to an account of a person under this section is deemed to be a debt owed to the collector by the person liable for payment as part of the rates payable by that person for electricity.
- (5) If a person is liable for more than one account for the supply of electricity on the same parcel of land, the authority
 - (a) may, on application by that person, pass a resolution exempting the person from payment of the power levies added to the second and any additional accounts, and
 - (b) must, promptly after passing a resolution under paragraph (a), give notice of that resolution to the collector.
- (6) After the collector has been notified of a resolution passed under subsection (5), the collector is not required to collect the power levies referred to in that resolution and they are not part of the rates payable for electricity by the person in respect of whom the resolution was passed.
- (7) Subject to subsection (8), the collector must pay to the authority an amount equivalent to the total power levies added to and included in accounts under this section, which payments must be made monthly, in the manner required by the authority.
- (8) If a collector has added a power levy to an account and that account is written off by the collector as a bad debt, the collector may deduct the amount of the power levy that was added to that account from amounts that are payable under subsection (7).

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- (9) Despite any other enactment, money collected by a collector on an account is deemed to be paid firstly on account of the power levy added under this section.
- (10) The collector must, on request by the authority, provide all records and information required by the authority respecting matters related to the collection of the power levy under this section.

Charges and fees

- 29** (1) The authority may, to recover all or any part of the costs associated with improvements to a part of the major road network, assess, by bylaw, toll charges on persons using that part of the major road network.
- (2) Subject to section 197, the authority may, by bylaw, assess user fees on persons using custom transit services or services of a ferry, bus transportation system or rail transportation system in the transportation service region.
- (3) Subject to section 195, the authority may, by bylaw, assess motor vehicle charges on any owner or operator of a motor vehicle that is principally used in the transportation service region or that uses any designated part of the regional transportation system.
- (4) The authority may, in a bylaw made under subsection (1), (2) or (3),
- (a) establish different classes of users, operators, owners, motor vehicles, designated parts of the regional transportation system or of the major road network or designated areas in the transportation service region,
 - (b) establish different or variable project toll charges, motor vehicle charges or user fees in respect of any of the classes, parts or areas described in paragraph (a) or any combination of those classes, parts or areas,
 - (c) establish stations for the collection of charges and fees under this section, and
 - (d) exempt any class of users, operators, owners or motor vehicles from the project toll charges, motor vehicle charges or user fees.
- (5) Subject to subsection (6) and section 16 (3), a bylaw made under subsection (1) of this section does not come into force until the bylaw is ratified by a resolution of the mayors' council on regional transportation.
- (6) A bylaw made under subsection (1) does not require ratification by the mayors' council on regional transportation under subsection (5) before coming into force if the bylaw results in no change to or a decrease in the project toll charge or motor vehicle charge, as the case may be, assessed under this section.

Contracted services

- 29.01** If a revenue transit service is or is to be provided to the authority or a subsidiary under a contract that is in existence on the date this section comes into force, the short term fare that may be assessed for that revenue transit service may increase at the rate and in the manner set out in the contract.

Designated tolls

- 29.1** (1) In this section, “**costs associated with a designated project or major crossing**” includes the cost of any of the following in relation to the designated project or a major crossing:
- (a) designing, planning, developing or financing;
 - (b) establishing, constructing, expanding, upgrading, improving, modifying or rehabilitating;
 - (c) operating, regulating, managing, maintaining, closing or removing.
- (2) In order to recover all or part of the costs associated with a designated project or major crossing, the authority, by bylaw, may assess toll charges or other charges in relation to the tolls or the collection of tolls on persons who use, or on owners or operators of motor vehicles that are driven on, a part of the designated project or major crossing.
- (3) If the authority decides to assess designated tolls, the authority, by bylaw, may
- (a) establish the amount of the designated toll in relation to each class established under subsection (4) (a) or the criteria under subsection (4) (b),
 - (b) make rules respecting the maximum amount by which the designated toll may be increased and the frequency of those increases, and
 - (c) establish the period during which a designated toll must be paid and the amount for the purposes of the definition of “excessive toll debt”.
- (4) For the purposes of subsection (2), the authority, by bylaw, may
- (a) establish different classes of users, operators, owners, motor vehicles or parts of the designated project or major crossing,
 - (b) provide for different toll charges for different classes established under paragraph (a) and for the following:
 - (i) different dates, days or times the part of the designated project or major crossing is used;
 - (ii) the extent of use of a part of the designated project or major crossing;
 - (iii) whether a toll device is detected or not detected in or on the vehicle;
 - (iv) other criteria the authority considers appropriate,
 - (c) provide for the use of toll devices and toll readers or the establishment of stations or other facilities for the collection of designated tolls,
 - (d) exempt any class of users, operators, owners or motor vehicles from the designated toll,
 - (e) provide for an agreement with a billing organization under which the billing organization is authorized to charge and collect designated tolls and interest on designated tolls on behalf of the authority or a subsidiary, and

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- (f) despite section 190 (3) (c), if the authority has adopted a bylaw in relation to each matter described in subsection (3) of this section, delegate to a subsidiary the power to do either or both of the following:
 - (i) assess designated tolls in accordance with the bylaws of the authority under subsection (3);
 - (ii) enter into an agreement referred to in paragraph (e).
- (5) Subject to subsection (6), a bylaw made under subsection (2) or (3) does not come into force until the bylaw is ratified by a resolution of the mayors' council on regional transportation.
- (6) A bylaw made under subsection (2) or (3) does not require ratification by the mayors' council on regional transportation before coming into force if the bylaw results in no change to or a decrease in the designated toll.
- (7) If the authority delegates to a subsidiary a power referred to in subsection (4) (f), the subsidiary must exercise the power by director's resolution, which resolution need not be ratified by the mayors' council on regional transportation to be effective.

30 [Repealed 2005-32-8.]

Tax on parking rights

30.1 (0.1) In this section, "**parking right**" and "**purchase price**" have the same meaning as in Part 7.1.

- (1) Subject to section 195, in addition to the authority's rights under Part 7, the authority may, by bylaw,
 - (a) set, as the rate of tax payable under Part 7.1, a rate of tax that does not exceed 24% of the purchase price of the parking right in respect of which the tax is paid, and
 - (b) set, as the date on which the tax rate is to take effect, a date that is
 - (i) at least 2 months after the date on which the bylaw is passed, and
 - (ii) the first day of a calendar month.
- (2) [Repealed 2010-18-75.]
- (3) and (4) [Repealed 2007-41-50.]

Borrowing by authority

- 31** (1) The outstanding debt obligations of the authority arising from borrowings, calculated in accordance with a regulation made under section 46 (1), must not be greater than the greatest of
 - (a) \$1 billion 50 million,
 - (b) an amount proposed by a resolution of the board and ratified by a resolution of the Metro Vancouver Regional District board of directors,

- (c) an amount proposed in a supplement, if the supplement was
 - (i) provided to the mayors' council on regional transportation under section 202 (2) before its repeal, and
 - (ii) approved by the mayors' council on regional transportation under section 204 (b) before its repeal, and
- (d) an amount proposed in an investment plan, if the investment plan was
 - (i) provided to the mayors' council on regional transportation under section 202.1, and
 - (ii) approved by the mayors' council on regional transportation under section 204.1.
- (1.1) Before the mayors' council on regional transportation approves an investment plan that proposes an increase in the amount the authority may borrow, the mayors' council on regional transportation must consult with the Metro Vancouver Regional District board of directors.
- (1.2) The following are jointly and severally liable for obligations arising under a security issued by the authority to the Municipal Finance Authority of British Columbia:
 - (a) the authority;
 - (b) the Metro Vancouver Regional District;
 - (c) the municipalities in the transportation service region.
- (2) The Municipal Finance Authority of British Columbia may provide financing for and on behalf of the authority for borrowing authorized under this Act.
- (3) For the purposes of financing under subsection (2) of this section, the *Municipal Finance Authority Act*, except section 24 of that Act, applies to the authority as if it were a regional district, except that a loan authorization bylaw or security issuing bylaw of the authority is not required for the borrowing.
- (4) Without limiting section 6, but subject to subsection (1) of this section, the authority may, to carry out its purpose,
 - (a) borrow sums of money the authority considers necessary, and
 - (b) on its own, through any fiscal agent it appoints or otherwise, issue securities bearing interest at rates, if any, and payable as to principal and interest in currencies, at places, at times and in a manner the authority determines.
- (5) A recital or a declaration in a resolution of the board authorizing the issue of securities, to the effect that the issue of the securities authorized under this section is being made for the purpose of the authority and that the amount is necessary to realize the net sum required for that purpose, is conclusive evidence of the fact.

- (6) The board may, by resolution,
 - (a) delegate any of the powers of the authority under this section to any director, committee of directors or officer of the authority or to any person named in a resolution of the board, and
 - (b) establish requirements for all matters in any way related to the issue, execution and delivery, repayment, refunding, repurchase or redemption of securities of the authority.
- (7) The securities of the authority may be made redeemable in advance of maturity at the times and at the prices the authority determines when the securities are issued.
- (8) Without limiting section 6, the authority, on terms it considers necessary or advisable, may do any of the following:
 - (a) issue or otherwise dispose of the securities of the authority, either at par value or at less or more than par value;
 - (b) charge, pledge, hypothecate, deposit or otherwise deal with the securities of the authority as collateral security;
 - (c) provide for the creation, management and application of sinking funds, including the setting of terms and conditions that will apply to those sinking funds, with respect to securities issued by the authority;
 - (d) enter into any of the following agreements for the purpose of reducing risks or maximizing benefits in relation to the borrowing or investment of money:
 - (i) currency exchange agreements;
 - (ii) spot and future currency agreements;
 - (iii) interest rate exchange agreements;
 - (iv) future interest rate agreements.
- (9) The securities of the authority
 - (a) must be in the form determined by the board, and
 - (b) may be held by a depository agency in a book-based system for the central handling of securities that provides for the transfer of the securities by bookkeeping entry without physical delivery of the securities.

Funding major projects

- 32** (1) In this section, “**major project**” means a project that is proposed by the authority and that both the government and the authority expect
- (a) will significantly improve the regional transportation system or will have a significant impact on the authority’s ability to maintain the regional transportation system, and
 - (b) will provide economic benefit to the transportation service region.

- (2) The government must enter into negotiations with the authority respecting the government's contribution to the capital costs of a major project.

Rapid Transit Project

- 33**
- (1) The government may plan, acquire and construct the Rapid Transit Project.
 - (2) Subject to subsection (3), the government must contribute funding for 60% of the capital costs of the Rapid Transit Project and the authority must contribute funding for 40% of the capital costs of the project if
 - (a) the government plans the acquisition and construction of the project, and
 - (b) the authority and the government agree on the design, scope and cost of the project.
 - (3) If the government contributes the funding required under subsection (2), the government must have and must retain, at least until the government's debt obligations associated with financing the government's share of the capital costs have been discharged, a 60% interest in the assets of the Rapid Transit Project.
 - (4) At the time or times agreed on by the authority and the government, all or any part of the Rapid Transit Project becomes part of the regional transportation system.

Power to exempt

- 34**
- (1) Subject to subsection (2), on the recommendation of the authority, the Lieutenant Governor in Council may, by order, exempt from taxation and payment of fees under, and from licensing requirements under, the *Community Charter*, the *Local Government Act*, the *Vancouver Charter* or the *Passenger Transportation Act*
 - (a) the authority or any of its subsidiaries or contractors in relation to the construction, acquisition or operation by any of them of the regional transportation system, and
 - (b) a municipality in relation to its construction, acquisition or operation of independent transit services approved under section 5 (1).
 - (2) An exemption may not be given under subsection (1) in respect of the taxation of real property.
 - (3) Despite subsections (1) and (2), for the purpose of the construction, acquisition or operation of
 - (a) the Rapid Transit Project,
 - (b) another rail transportation system,
 - (c) a designated project,
 - (d) a busway, or
 - (e) a major crossing,the Lieutenant Governor in Council may, by order, establish exemptions in respect of land or improvements, or both, or in respect of a portion of land or

improvements, or both, from taxation under any or all of the Acts referred to in subsection (3.4).

- (3.1) A tax exemption under subsection (3) may be made with respect to
- (a) land, improvements or portions of land or improvements described in the order under that subsection, or
 - (b) land, improvements or portions of land or improvements that are within a category described in the order.
- (3.2) Subject to subsection (3.3), a tax exemption under subsection (3) applies to the extent, for the period and subject to the terms and conditions specified by the Lieutenant Governor in Council.
- (3.3) A tax exemption under subsection (3) applies only to the extent that the land or improvement or portion of land or improvement is held, used or occupied for the purpose set out in that subsection.
- (3.4) A tax exemption under subsection (3) may be provided for the following:
- (a) this Act;
 - (b) the *Assessment Authority Act*;
 - (c) the *Community Charter*;
 - (d) the *Hospital District Act*;
 - (e) the *Local Government Act*;
 - (f) the *Municipal Finance Authority Act*;
 - (g) the *Police Act*;
 - (h) the *School Act*;
 - (i) the *Vancouver Charter*.
- (4) and (5) [Repealed 1998-30-34 (5).]

34.1 [Repealed B.C. Reg. 59/2018.]

PART 3.1 – DEVELOPMENT COST CHARGES

Definitions

34.2 In this Part:

“**capital costs**” includes

- (a) planning, engineering and legal costs directly related to the work for which a capital cost may be incurred under this Part, and
- (b) interest costs directly related to an eligible project that are approved by the inspector to be included as capital costs;

“collection entity” means the following, as applicable under the development cost charge bylaw:

- (a) a municipality in the transportation service region;
- (b) the Metro Vancouver Regional District;
- (c) The University of British Columbia;

“development” means those items referred to in section 34.21 (1) (a) and (b) for which a development cost charge may be imposed;

“eligible project” means a project to provide, construct, alter or expand assets, facilities and other real or personal property required for the regional transportation system;

“inspector” means the inspector of municipalities under section 758 of the *Local Government Act*;

“subdivision” has the same meaning as in section 455 of the *Local Government Act*.

Development cost charges – imposition and collection

34.21 (1) Subject to an agreement under section 34.31, the authority may, by bylaw, for the purpose described in subsection (2) of this section, impose development cost charges on every person who obtains

- (a) approval of a subdivision that is within the transportation service region, or
- (b) a building permit authorizing the construction, alteration or extension of a building or structure that is within the transportation service region.

(2) Subject to subsection (3), development cost charges may be imposed under subsection (1) for the purpose of providing funds to assist the authority to pay the capital costs of an eligible project to service, directly or indirectly, the development for which the charge is being imposed.

(3) Development cost charges may not be imposed under subsection (1) for the purpose of providing funds to assist the authority to pay capital costs incurred before 2018 or in relation to any of the following:

- (a) a motor vehicle, other than a ferry;
- (b) a vehicle that may be propelled by muscular power;
- (c) a parking facility.

(4) Subject to subsection (5), a development cost charge that is payable under a bylaw under this section must be paid before or at the time of the approval of the subdivision or the issue of the building permit.

(5) The minister may, by regulation in respect of all or different classes of developments, authorize the payment of development cost charges in instalments and prescribe conditions under which the instalments may be paid.

(6) A collection entity must collect and remit the development cost charges imposed under subsection (1) to the authority in the manner provided for in the

development cost charge bylaw or, if applicable, in accordance with a regulation under subsection (5).

Inspector approval required for development cost charge bylaw

- 34.22** (1) A bylaw that imposes a development cost charge must not be adopted until it has been approved by the inspector.
- (2) The inspector may refuse to grant approval under subsection (1) if the inspector determines that
- (a) the development cost charge is not related to capital costs attributable to eligible projects included in the investment plan, or
 - (b) the authority has not properly considered the matters referred to in section 34.25 (4).
- (3) The inspector may revoke an approval under subsection (1) in respect of all or part of a bylaw that imposes a development cost charge.
- (4) If the inspector revokes an approval, the part of the bylaw in respect of which the revocation applies has no effect until the authority amends the bylaw and obtains the inspector's approval of the amendment.
- (5) The minister may, by regulation, provide exemptions from the requirement in subsection (1) to obtain the approval of the inspector.
- (6) A regulation under this section may provide that an exemption is or may be made subject to the terms and conditions specified by the minister or by a person designated by name or title in the regulation.

Circumstances in which development cost charges are not payable

- 34.23** (1) A development cost charge is not payable in relation to a development authorized by a building permit that authorizes the construction, alteration or extension of a building or part of a building that is, or will be, after the construction, alteration or extension, exempt from taxation under any of the following:
- (a) section 220 (1) (h) [*statutory exemption for places of public worship*] of the *Community Charter*;
 - (b) section 224 (2) (f) [*permissive exemptions in relation to places of public worship*] of the *Community Charter*;
 - (c) section 15 (1) (d) [*exemption for places of public worship*] of the *Taxation (Rural Area) Act*;
 - (d) section 396 (1) (c) (iv) [*property tax exemptions – churches*] of the *Vancouver Charter*;
 - (e) a law of a treaty first nation that provides for an exemption similar to an exemption under paragraphs (a) to (d) of this subsection.

- (2) A development cost charge is not payable if a development cost charge has previously been paid for the same development unless, as a result of further development, additional capital cost burdens will be imposed on the authority.
- (3) A development cost charge is not payable if the development does not impose additional capital cost burdens on the authority.
- (4) Subject to a bylaw under subsection (5), a development cost charge is not payable in relation to a development authorized by a building permit that authorizes the construction, alteration or extension of a building that will, after the construction, alteration or extension,
 - (a) contain fewer than 4 self-contained dwelling units, and
 - (b) be put to no use other than the residential use in those dwelling units.
- (5) The authority may, in a development cost charge bylaw, provide that a development cost charge is payable under the bylaw in relation to a building permit referred to in subsection (4).
- (6) A development cost charge is not payable in relation to the construction, alteration or extension of self-contained dwelling units in a building authorized by a building permit if
 - (a) subject to a bylaw under subsection (7) or a regulation under subsection (10) (a), each unit is no larger in area than 29 square metres, and
 - (b) each unit is to be put to no use other than the residential use in those dwelling units.
- (7) The authority may, in a development cost charge bylaw, establish an area for the purposes of subsection (6) (a) that is greater than the area otherwise applicable, subject to the maximum area permitted by regulation under subsection (10) (b).
- (8) A development cost charge is not payable in relation to a development authorized by a building permit if the value of the work authorized by the permit does not exceed, as applicable,
 - (a) \$50 000, if no bylaw under subsection (9) or regulation under subsection (10) (c) applies,
 - (b) the amount prescribed by regulation under subsection (10) (c), if no bylaw under subsection (9) applies, or
 - (c) the amount established by bylaw under subsection (9).
- (9) The authority may, in a development cost charge bylaw, establish an amount for the purposes of subsection (8) (c) that is greater than the amount otherwise applicable under subsection (8), subject to the maximum value permitted by regulation under subsection (10) (d).
- (10) The minister may, by regulation, do one or more of the following:
 - (a) prescribe an area for the purpose of subsection (6) (a);
 - (b) prescribe a maximum area that may be established under subsection (7);

- (c) prescribe an amount for the purposes of subsection (8) (b);
- (d) prescribe a maximum value that may be established under subsection (9).

Development for which charges may be waived or reduced

34.24 (1) In this section, “**eligible development**” means a development that is eligible in accordance with an applicable bylaw or regulation under this section as being for one or more of the following categories:

- (a) not-for-profit rental housing, including supportive living housing;
- (b) for-profit affordable rental housing;
- (c) a subdivision of small lots that is designed to result in low greenhouse gas emissions;
- (d) a development that is designed to result in a low environmental impact.

(2) Except as authorized under this section, the authority must not waive or reduce a development cost charge.

(3) Subject to a bylaw under subsection (4) and an applicable regulation under subsection (5), the authority may waive or reduce a development cost charge for an eligible development.

(4) For the purposes of subsection (3), the authority, by bylaw,

- (a) must establish what constitutes an eligible development or a class of eligible development for the purposes of one or more categories of eligible development described in subsection (1),
- (b) must establish the amount or rates of reduction for an eligible development, which may be different for different categories of eligible development described in subsection (1) or different classes of eligible development established in the bylaw, and
- (c) may establish the requirements that must be met in order to obtain a waiver or reduction under subsection (3) and the conditions on which such a waiver or reduction may be granted.

(5) The minister may make regulations in relation to subsection (4)

- (a) establishing,
- (b) restricting, or
- (c) establishing criteria for determining

what constitutes an eligible development or a class of eligible development for the purposes of one or more categories of eligible development described in subsection (1).

Amount of development cost charges to be specified in bylaw

34.25 (1) A development cost charge bylaw must specify the amount of the charge or charges imposed in one or more schedules of development cost charges.

- (2) Development cost charges may vary as provided in subsection (3), but must be similar for all developments that impose similar capital cost burdens on the authority.
- (3) Development cost charges may vary with respect to one or more of the following:
 - (a) different zones or different defined or specified areas;
 - (b) different uses;
 - (c) different capital costs as they relate to different classes of development;
 - (d) different sizes or different numbers of lots or units in a development.
- (4) In setting development cost charges, the authority must take the following into consideration:
 - (a) future land use patterns and development;
 - (b) the phasing of works and services;
 - (c) how development designed to result in a low environmental impact may affect the capital costs of an eligible project;
 - (d) whether the charges are excessive in relation to the capital cost of prevailing standards of service in the transportation service region;
 - (e) whether the charges will, in the transportation service region,
 - (i) deter development,
 - (ii) discourage the construction of reasonably priced housing or the provision of reasonably priced serviced land, or
 - (iii) discourage development designed to result in a low environmental impact.
- (5) The authority must
 - (a) provide to every collection entity, and
 - (b) make available to the public on requestthe considerations, information and calculations used to determine the schedule or schedules referred to in subsection (1), except that any information respecting the contemplated acquisition costs of specific properties need not be provided.

Deductions from development cost charges

34.26 Despite a development cost charge bylaw, if

- (a) an owner has, with the approval of the authority, carried out or paid the cost of carrying out all or part of an eligible project, outside the boundaries of land being subdivided or developed, and
- (b) the cost of the eligible project is included in the calculations used to determine the amount of a development cost charge,

the cost incurred or paid by the owner in respect of the carrying out of the eligible project must be deducted from the development cost charge applicable to the development.

Reserve fund and use of development cost charges

- 34.27** (1) If the authority receives money from the imposition of a development cost charge, the authority must, by bylaw, establish a reserve fund for that purpose.
- (2) Amounts received by the authority under section 34.21 or 34.31 must be deposited by the authority in, or be credited to, the reserve fund.
- (3) Subject to subsection (4), money in the reserve fund, together with interest on it, may be used only for the following purposes:
- (a) to pay the capital costs of an eligible project that relate directly or indirectly to the development in respect of which the charge was collected;
 - (b) to pay principal and interest on a debt incurred by the authority as a result of an expenditure under paragraph (a);
 - (c) to pay a person subject to a development cost charge for some or all of the capital costs the person incurred in completing an eligible project described in paragraph (a) if
 - (i) the project was completed under an agreement between the person and the authority, and
 - (ii) the project is included in the calculations used to determine the amount of that development cost charge.
- (4) If the amount to the credit of the reserve fund is greater than required for the purposes set out in subsection (3), the authority may, by bylaw, transfer all or part of the amount to another fund established by the authority for a capital purpose.
- (5) A bylaw under subsection (4) must not be adopted until it has been approved by the inspector.
- (6) Authority to make payments under subsection (3) must be authorized by resolution of the board.
- (7) The inspector may require the authority to provide the inspector with a report
- (a) on the status of development cost charge collections, expenditures and proposed expenditures for a time period the inspector specifies, and
 - (b) on waivers or reductions under section 34.24 (3).
- (8) After reviewing a report under subsection (7), the inspector may order the transfer of funds from the reserve fund to another fund established by the authority for a capital purpose.

**Effect of bylaws adopted after application
for subdivision submitted**

- 34.28** (1) This section applies in relation to a development cost charge bylaw that is adopted after

- (a) an application for a subdivision of land located within a municipality has been submitted to a designated municipal officer and the applicable subdivision fee has been paid,
 - (b) subject to paragraph (c), an application for a subdivision of land located outside a municipality has been submitted to a district highway manager in a form satisfactory to that official, or
 - (c) an application for a subdivision of land in respect of a parcel of treaty lands of a treaty first nation has been submitted to the approving officer and the applicable subdivision fee has been paid.
- (2) A development cost charge bylaw that would otherwise be applicable to the subdivision has no effect with respect to that subdivision for a period of 12 months after the bylaw is adopted.
- (3) Subsection (2) does not apply if the applicant for that subdivision agrees in writing that the bylaw should have effect.

**Effect of bylaws adopted after application for rezoning,
development permit or building permit submitted**

34.29 (1) In this section:

“in-stream” means not determined, rejected or withdrawn;

“issuing entity” means the following, as applicable in relation to an application for a building permit, development permit or amendment to a zoning bylaw:

- (a) a municipality;
- (b) the Metro Vancouver Regional District;
- (c) a local trust committee under the *Islands Trust Act*;
- (d) the board of governors of The University of British Columbia;
- (e) the minister authorized to enact bylaws applicable to the University Endowment Land under the *University Endowment Land Act*;

“precursor application” means, in relation to a building permit,

- (a) the application for the issuance of the building permit, if the application has been submitted in accordance with the applicable procedures established by the issuing entity and the applicable fee has been paid,
- (b) an application for the issuance of a development permit, if
 - (i) the application has been submitted in accordance with the applicable procedures established by the issuing entity and the applicable fee has been paid, and
 - (ii) the development authorized by the building permit is entirely within the area of land that is the subject of the application, or

- (c) an application for an amendment to a zoning bylaw, if
 - (i) the application has been submitted in accordance with the applicable procedures established by the issuing entity and the applicable fee has been paid, and
 - (ii) the development authorized by the building permit is entirely within the area of land to which the application relates.
- (2) A development cost charge bylaw that would otherwise be applicable to the construction, alteration or extension of a building or structure has no effect with respect to that construction, alteration or extension if
 - (a) the building permit authorizing that construction, alteration or extension is issued within 12 months after the date the bylaw is adopted, and
 - (b) a precursor application in relation to that building permit is in-stream on the date the bylaw is adopted.
- (3) Subsection (2) does not apply if the applicant for that building permit agrees in writing that the development cost charge bylaw should have effect.

Records relating to development cost charges**34.3** Each collection entity must

- (a) maintain records in accordance with a development cost charge bylaw, and
- (b) permit an employee or agent of the authority to inspect and make copies of those records.

Agreement with collection entity to replace development cost charges with payment

- 34.31** (1) The authority and a collection entity may enter into an agreement under which
- (a) the authority agrees that all, or a portion of, the development cost charges that would otherwise apply are not required to be collected and remitted by the collection entity, and
 - (b) the collection entity agrees to pay to the authority an amount equal to the development cost charges given up by the agreement.
- (2) If an agreement under subsection (1) applies, the collection entity must make payments to the authority in accordance with the agreement.

PART 4 – TRANSITION

Exemptions from consultation requirements

- 35** The authority need not consult under section 15 in relation to the following:
- (a) the first bylaw made under section 25 (2);
 - (b) the first bylaw made under section 29 (2).

Interim funding

- 36** By December 31, 1999, the authority must pay to the government any amount, to a maximum of \$2.5 million, advanced by the government before the coming into force of this section to fund the activities required to prepare for the implementation of this Act.

Transferred employees

- 37** (1) In this Act, “**transferred employee**” means a designated employee who is transferred by an order made under subsection (2).
- (2) Subject to subsection (3), the Lieutenant Governor in Council may, for the purpose of effecting a transfer of a designated employee under this section, make an order
- (a) naming the authority or any of its subsidiaries to be the employer to whom the designated employee is transferred, and
 - (b) setting transfer dates.
- (3) An order under subsection (2) in relation to designated employees referred to in paragraph (c) of the definition of “designated employees” in section 1 may only be made on the recommendation of the authority.
- (4) An order under subsection (2) may transfer individual designated employees or one or more classes of designated employees.
- (5) On the transfer date set by an order under subsection (2), a designated employee who is identified in the order or who is a member of a class of designated employees identified in the order
- (a) ceases to be an employee of an employer described in the definition of “designated employees”, and
 - (b) becomes an employee of whichever of the following is named in the order as the employer:
 - (i) the authority;
 - (ii) a subsidiary.
- (6) Nothing in this section affects the rights any transferred employee has under a collective agreement with respect to a transfer.
- (7) A transferred employee must not suffer a reduction in seniority, salary or superannuation, pension plan or other benefits merely because his or her employment has been transferred under this section.
- (8) A question or difference between an employer to whom a designated employee is transferred under this section and
- (a) a transferred employee who is a member of a unit of employees for which a trade union has been certified under the *Labour Relations Code*, or

(b) a trade union representing transferred employees,

respecting the application of the *Labour Relations Code* or the interpretation or application of this section, may be referred to the Labour Relations Board in accordance with the procedure set out in the *Labour Relations Code* and its regulations.

- (9) The Labour Relations Board may, in respect of a question or difference referred to in subsection (8) of this section, decide the question or difference in any of the ways, and by applying any of the remedies, available under the *Labour Relations Code*.

Transfer of assets and liabilities

- 38** (1) For greater certainty but without limiting any other provision of this Act, in this section and in sections 39, 40 and 42:

“**asset**” includes rights and property;

“**liability**” includes obligations.

- (2) Subject to any orders made under subsection (10) (a), on the date that this subsection comes into force,

(a) all assets and liabilities of BC Transit that are located in the transportation service region or are associated with the provision of transportation services in that region, become the assets and liabilities of the authority, and

(b) BC Transit is released from those liabilities.

- (3) On the date that this subsection comes into force, all assets and liabilities of the government that are

(a) located in the transportation service region or associated with the provision of transportation services in that region, and

(b) specified in an order made under subsection (10) (b)

become the assets and liabilities of the authority, and the government is released from those liabilities.

- (4) For the purposes of this section, assets that become assets of the authority under subsections (2) and (3) include records and parts of records, and without limiting this, and despite the *Information Management Act*,

(a) subject to subsection (5) of this section and to any orders made under subsection (10) (a), all of the records and parts of records of BC Transit that are located in the transportation service region or are associated with the provision of transportation services in that region are transferred to and become the records of the authority on the date that subsection (2) comes into force,

- (b) all of the records and parts of records specified in an order made under subsection (10) (b) are transferred to and become the records of the authority on the date that subsection (3) comes into force, and
 - (c) none of the transferred records are subject to the *Information Management Act*.
- (5) For the purposes of subsections (2) and (4) (a), in the event of a dispute between BC Transit and the authority as to whether any record or part of a record becomes an asset of the authority under subsections (2) and (4) (a), the minister or a person authorized by the minister may decide.
- (6) On the date that this subsection comes into force, all of the shares of British Columbia Rapid Transit Company Ltd. and West Coast Express Ltd. that are held by the government are transferred to and vest in the authority.
- (7) On the date that this subsection comes into force, the regional transit fund balance held by BC Transit on behalf of the Vancouver Regional Transit Commission becomes the asset of the authority.
- (8) [Repealed 2015-12-16.]
- (9) The sinking funds established for repayment of any of those debt obligations of BC Transit that are transferred under subsection (2) of this section or under section 40 are deemed, on the date of that transfer, to be held for the benefit of the authority, BC Transit and the government respectively in the proportions respectively identified in an order made under subsection (10) (e) of this section.
- (10) The Lieutenant Governor in Council may make orders
 - (a) excluding from subsection (2) any assets or liabilities or proportions or parts of assets or liabilities of BC Transit,
 - (b) specifying any assets or liabilities or proportions or parts of assets or liabilities of the government for the purposes of subsection (3), and
 - (c) and (d) [Repealed 2015-12-16.]
 - (e) respecting the proportions to be applied under subsection (9).
- (11) An order made under subsection (10) may identify assets and liabilities by name, class or description.
- (12) Subject to subsection (13) and to an order made under subsection (10), on the date that an asset or liability becomes an asset or liability of the authority, a reference to the government or BC Transit in any commercial paper, contract, lease, licence, permit or other instrument or document that is evidence of that asset or liability is deemed to be a reference to the authority.
- (13) If, under this section, a proportion or part of an asset or liability is transferred to the authority, any commercial paper, contract, lease, licence, permit or other instrument or document that is evidence of that asset or liability is, on the date of

Section 39

that transfer, deemed to be amended to reflect the interests of the authority and others in that asset or liability as a result of the operation of this section.

- (14) Despite the *Provincial Sales Tax Act* and the *Land Title Act*, the authority is, in respect of any transfer of assets under this section and in respect of any registration of any interest in land transferred under this section,
- (a) exempt from taxes imposed by the *Provincial Sales Tax Act*, and
 - (b) exempt from the requirement to pay fees under section 386 of the *Land Title Act*.

Trusts

- 39** (1) There may be established one or more trusts, to be administered by the Minister of Finance or by another person designated by that minister,
- (a) for the purpose of repayment of those debt obligations that are
 - (i) transferred to the authority under section 38 (2), and
 - (ii) owed to a person other than the government,
 - (b) for the purpose of making payments under the capital leases that are transferred to the authority under section 38 (2),
 - (c) for the purpose of repayment of that part of the government's debt obligations that was incurred by the government to make loans to BC Transit if and to the extent that the liabilities under those loans are transferred under section 38 (2) to the authority, or
 - (d) for any other purpose designated by the Lieutenant Governor in Council that relates to the payment of government guarantees of liabilities transferred under section 38 (2).
- (2) The Lieutenant Governor in Council may make orders respecting the time or times within which and the conditions under which the authority must deposit assets into a trust established under subsection (1) of this section and may identify assets by name, class or description.
- (3) The authority must deposit assets into each trust established under subsection (1) at the time or times set out in, and in accordance with, any orders made under subsection (2), which assets must
- (a) have a value, and be of a type or class of assets, acceptable to the Minister of Finance, and
 - (b) be capable of generating cash flows sufficient to discharge fully the payment or repayment for which the trust is established under subsection (1).
- (4) When the authority deposits the required assets under subsection (3), the proportions of the sinking funds that, under section 38 (9), are deemed to be held for the benefit of the authority are transferred to the authority or, if another person has been designated by the authority, to the designated person.

- (5) When the authority deposits the required assets under subsection (3) for the purpose described in subsection (1) (c), the part of the loan liabilities of BC Transit that
- (a) was owed by BC Transit to the government, and
 - (b) is transferred to the authority under section 38 (2),
- is released.
- (6) Subsections (4) and (5) do not apply if and to the extent that the assets deposited under subsection (3) are securities issued by the authority.

Transfer to government

- 40** (1) The Lieutenant Governor in Council may make orders specifying liabilities or proportions or parts of liabilities of BC Transit that are to become the liabilities of the government under this section.
- (2) On the date that this subsection comes into force,
- (a) the liabilities or proportions or parts of liabilities referred to in an order made under subsection (1) become the liabilities of the government, and
 - (b) BC Transit is released from those liabilities to the extent that those liabilities have become liabilities of the government under this subsection.
- (3) If a sinking fund has been established for the repayment of any of the liabilities referred to in subsection (2), the proportion of that sinking fund that corresponds to the proportion of that liability that becomes a liability of the government under subsection (2) is, on the date that subsection (2) comes into force, deemed to be held for the benefit of the government.
- (4) Subject to subsection (5), on the date that a liability becomes a liability of the government under subsection (2), a reference to BC Transit in any commercial paper, contract, lease, licence, permit or other instrument or document that is evidence of that liability is deemed to be a reference to the government.
- (5) If, under this section, a proportion or part of a liability is transferred to the government, any commercial paper, contract, lease, licence, permit or other instrument or document that is evidence of that liability is, on the date of that transfer, deemed to be amended to reflect the interests of the government and others in that liability as a result of the operation of this section.
- (6) The Minister of Finance may make payments out of the consolidated revenue fund, without an appropriation other than this subsection, for the payment of liabilities transferred to the government under this section.

Government guarantees

- 41** Nothing in sections 38 and 40 qualifies or releases any guarantee given by the government for
- (a) securities issued by BC Transit, or
 - (b) leases to which BC Transit is a party.

Transfer not a default

- 42** None of the following constitute a breach or contravention of or a default under any instrument that evidences an asset or liability:
- (a) a transfer of that asset or liability under section 38 or 40;
 - (b) the release of a person from that liability under section 38 or 40;
 - (c) an amendment to the instrument effected under section 38 (12) or (13) or 40 (4) or (5).

Statutory rights of way

- 43** (1) Without limiting section 38, a transfer to the authority, under that section, of an interest of BC Transit or the government in a statutory right of way under section 218 of the *Land Title Act* is effective to vest in the authority the transferred interest in the statutory right of way despite any prohibition against, or restriction on transfer under, the terms of the statutory right of way.
- (2) A statutory right of way referred to in subsection (1) continues as a statutory right of way under section 218 of the *Land Title Act* despite any subsequent disposition or transmission of the transferred interest to the successors or assigns of the authority.

Declassification of highways

- 44** (1) If the Lieutenant Governor in Council revokes an order, made under the *Transportation Act*, by which a highway that is located in the transportation service region was classified as an arterial or secondary highway, neither the municipality in which the highway is located nor the authority is responsible for payment of any debt obligations that were incurred by the government, before the classification was revoked, for capital costs in respect of that highway.
- (2) Nothing in subsection (1) relieves a municipality from any debt obligations, or parts of debt obligations, for which it was liable before the classification was revoked.
- (3) If a highway that is located in the transportation service region and that is declassified as referred to in subsection (1) is designated as part of the major road network,
- (a) a Provincial highways maintenance contract that applies, on the date that this section comes into force, to the whole or any part of that highway,

remains in force, and will be administered by the government, until the earlier of March 14, 2001 and the termination of that contract,

- (b) the authority must, until the earlier of March 14, 2001 and the termination of the contract, pay the cost of maintenance services performed under that contract as it applies to the highway
 - (i) to, or to the order of, the government, and
 - (ii) in a manner that satisfies, or allows the government to satisfy, the payment terms set out in that contract,
 - (c) the standards set out in the contract are deemed, until the earlier of March 14, 2001 and the termination of that contract, to be the standards set by the authority for maintenance of the highway under section 19, and
 - (d) a municipality is deemed to have discharged any obligation to maintain the highway for so long as that highway is being maintained under the contract.
- (4) By December 31, 1999, the authority must pay to the government the lesser of
- (a) \$3.5 million, and
 - (b) the net savings calculated in accordance with subsection (5).
- (5) In subsection (4) (b), “**net savings**” means any positive amount calculated in accordance with the following formula:

$$\text{Net Savings} = \text{TC} - \text{TPC}$$

where

TC = means the total cost of maintenance services that the government has incurred between May 15, 1998 and the date this section comes into force on all highways that are described in subsection (3);

TPC = means the total cost of all penalties that the government would have incurred under Provincial highway maintenance contracts servicing all highways that are described in subsection (3) if the government had terminated the work and payment under those contracts on May 15, 1998.

PART 5 – GENERAL

Information-sharing agreement with ICBC

- 44.1** The Insurance Corporation of British Columbia may enter into information-sharing agreements with the authority, a subsidiary or a billing organization under which the Insurance Corporation of British Columbia may disclose to the authority, subsidiary or billing organization, as the case may be, the full name of, and the most recent mailing address shown in the records of the Insurance Corporation of British Columbia for, individuals to whom toll devices or number plates were issued, if that information is disclosed for the purpose of

- (a) ensuring safety in relation to the operation of a major crossing or the designated project, or
- (b) the charging or collection of designated tolls and related interest.

Offence Act

45 Section 5 of the *Offence Act* does not apply to this Act or the regulations.

Offences

- 45.1** (1) A person who obstructs or interferes with a performance auditor within the meaning of section 227.1, in the exercise of rights conferred or duties imposed under this Act, commits an offence.
- (2) and (3) [Repealed 2014-21-9.]
- (4) A person convicted of an offence under this section is liable to a penalty not greater than \$500 000.
- (5) Nothing in or done under this section affects the liability of the authority in any way otherwise available.

Power to make regulations

- 46** (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.
- (2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations
- (a) specifying any provision of the *Business Corporations Act* that does not apply to a subsidiary incorporated under, or otherwise subject to, the *Business Corporations Act*,
 - (b) considered necessary or advisable to more efficiently bring this Act into operation and to facilitate the transition from the operation of the Acts repealed or amended by this Act,
 - (c) considered necessary or advisable for any registrations required under the *Land Title Act* in relation to transfers of assets or liabilities under section 38 or 40 of this Act, and
 - (d) defining words and expressions used but not defined in this Act.
- (3) If the Lieutenant Governor in Council makes a regulation under subsection (2) (a) of this section, the specified provision of the *Business Corporations Act* does not apply to the subsidiary.
- (4) Without limiting subsection (1), the Lieutenant Governor in Council may make the following regulations on the recommendation of the authority:
- (a) for the safety, good order and convenience of the public in the operation, use and control by the authority of any services, property and facilities in the regional transportation system, other than in the major road network;

- (b) limiting and prohibiting access by any person or class of persons to
 - (i) property occupied by the authority or its subsidiaries or contractors,
 - (ii) any part of the regional transportation system, other than the major road network, or
 - (iii) any bus transportation services, rail transportation services or ferry services in any other region or location where the service is being operated by the authority or by its subsidiaries or contractors;
- (c) limiting and prohibiting the carriage of goods or animals on
 - (i) any part of the regional transportation system, other than the major road network, or
 - (ii) any bus transportation services, rail transportation services or ferry services in any other region or location where the service is being operated by the authority or by its subsidiaries or contractors;
- (d) respecting the use of ferries, ferry landings and ferry approaches, and the carriage of passengers and property on ferries under the jurisdiction of the authority;
- (e) requiring the payment of project toll charges, designated tolls, user fees and motor vehicle charges and respecting their collection and enforcement;
- (f) respecting the procedures to be used to resolve disputes arising under this Act between the authority and the municipalities, including, without limitation,
 - (i) specifying the disputes to which the procedures apply, and
 - (ii) requiring arbitration under the *Arbitration Act*;
- (g) making a provision of the *Transportation Investment Act* apply in relation to the authority, a subsidiary, a billing organization or another person with whom the authority or a subsidiary enters into an agreement in relation to a designated project.

PART 6 – TRANSITIONAL PROVISIONS – BRITISH COLUMBIA REGIONAL HOSPITAL DISTRICTS FINANCING AUTHORITY

Transfer of financing authority assets and liabilities

- 47** (1) On the date that this section comes into force, all assets and liabilities of the British Columbia Regional Hospital Districts Financing Authority become the assets and liabilities of the government.
- (2) On the date that this section comes into force, a reference to the British Columbia Regional Hospital Districts Financing Authority in any commercial paper, contract, lease, licence, permit or other instrument or document evidencing any assets and liabilities transferred to the government under subsection (1) is deemed to be a reference to the government.

- (3) The Minister of Finance may make payments out of the consolidated revenue fund, without an appropriation other than this subsection, for the payment of liabilities transferred to the government under this section.

Restructuring of non-GVRHD debt

- 48** (1) In this section and in section 50:

“government’s percentage” means, in respect of any debt obligation of a regional hospital district in relation to which the regional hospital district was required to make interest, sinking fund or principal payments, that percentage of those payments for which the regional hospital district was, before the coming into force of this section, receiving funding from the government by way of capital grants;

“regional hospital district” has the same meaning as in the *Hospital District Act*, and includes the Health Facilities Association of British Columbia, but does not include the Greater Vancouver Regional Hospital District;

“regional hospital district’s percentage” means, in respect of any debt obligation of a regional hospital district in relation to which the regional hospital district was required to make interest, sinking fund or principal payments, that percentage of those payments for which funding was, before the coming into force of this section, obtained from sources other than government capital grants.

- (2) If, before the coming into force of this section, a regional hospital district owed a debt obligation to the British Columbia Regional Hospital Districts Financing Authority, on the date that this section comes into force,
- (a) the regional hospital district is released from that part of the debt obligation that corresponds to the government’s percentage of that debt obligation, and
 - (b) the principal amount of any security evidencing that debt obligation is reduced to the regional hospital district’s percentage of that debt obligation.
- (3) If a sinking fund has been established for the repayment of a regional hospital district’s debt obligation referred to in subsection (2), the percentage of that sinking fund that corresponds to the government’s percentage of the debt obligation is, on the date that this section comes into force, deemed to be held for the benefit of the government.
- (4) If an enactment, bylaw or other instrument imposes an obligation on a regional hospital district to make payments into a sinking fund established for the repayment of any of the regional hospital district’s debt obligations referred to in subsection (2), that enactment, bylaw or other instrument is deemed to be amended on the date that this section comes into force so that the regional hospital district is obliged to pay only a percentage, being the regional hospital district’s percentage of the debt obligation, of each of those payments.

- (5) If, before the coming into force of this section, a regional hospital district owed a debt obligation to the government under the certificate of approval program, on the date that this section comes into force,
- (a) the regional hospital district is released from that part of the debt obligation that corresponds to the government's percentage of that debt obligation, and
 - (b) the principal amount of any security evidencing that debt obligation is reduced to the regional hospital district's percentage of that debt obligation.

Restructuring of GVRHD debt

- 49** On the date that this section comes into force,
- (a) the debt obligations owed by the Greater Vancouver Regional Hospital District to the British Columbia Regional Hospital Districts Financing Authority are released and any securities evidencing those debt obligations are cancelled,
 - (b) the sinking funds established for repayment of the debt obligations referred to in paragraph (a) are deemed to be held for the benefit of the government,
 - (c) the obligations of the Greater Vancouver Regional Hospital District, including those that arise under an enactment, bylaw or other instrument, to make payments into sinking funds established for the repayment of the debt obligations owed to the British Columbia Regional Hospital Districts Financing Authority are released, and
 - (d) the Greater Vancouver Regional Hospital District's debt obligations to the government under the certificate of approval program are released.

Trusts

- 50** (1) There may be established one or more trusts, to be administered by the Minister of Finance or by another person designated by that minister for the purpose of repayment of the government's debt obligations
- (a) that relate to the regional hospital district's percentages of each of the debt obligations owed by the regional hospital district to the British Columbia Regional Hospital Districts Financing Authority, and
 - (b) that
 - (i) are transferred to the government from the British Columbia Regional Hospital Districts Financing Authority under section 47, or
 - (ii) were incurred by the government in order to lend money to the British Columbia Regional Hospital Districts Financing Authority before the repeal of the *Hospital District Finance Act*.
- (2) A regional hospital district must, if directed to do so by the Minister of Finance, deposit assets into a trust or trusts established under subsection (1), which assets must
- (a) have a value and be of a type or class of assets acceptable to the Minister of Finance, and

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- (b) be capable of generating cash flows sufficient to discharge fully the principal and interest payments of that regional hospital district's percentage of each of the debt obligations that was, before being transferred to the government under section 47, owed by that regional hospital district to the British Columbia Regional Hospital Districts Financing Authority.
- (3) When a regional hospital district deposits the required assets under subsection (2),
 - (a) the amount of the regional hospital district's percentage of those debt obligations that were owed to the British Columbia Regional Hospital Districts Financing Authority by that regional hospital district before those obligations were transferred to the government under section 47 is released,
 - (b) the securities evidencing those debt obligations are cancelled, and
 - (c) there is transferred to that regional hospital district, or to another person designated by that regional hospital district, in respect of each sinking fund that had been established for the repayment of any of those debt obligations, a percentage, being the regional hospital district's percentage of the related debt obligation, of that sinking fund.
- (4) Subsection (3) does not apply if and to the extent that the assets deposited under subsection (2) are securities issued by the regional hospital district.

Consequential Amendments

[Note: See Table of Legislative Changes for the status of sections 51 to 129.]

Section(s)	Affected Act
51 – 74	<i>British Columbia Transit Act</i>
75	<i>Commercial Transport Act</i>
76	<i>Emergency Program Act</i>
77	<i>Expropriation Act</i>
78 – 79	<i>Freedom of Information and Protection of Privacy Act</i>
80 – 81	<i>Highway Act</i>
82 – 91	<i>Hospital District Act</i>
92	<i>Hospital District Finance Act</i>
93	<i>Hydro and Power Authority Act</i>
94	<i>Indian Self Government Enabling Act</i>
95	<i>Land Act</i>
96 – 97	<i>Land Title Act</i>
98 – 99	<i>Ministry of Transportation and Highways Act</i>
100 – 109	<i>Motor Fuel Tax Act</i>
110 – 111	<i>Motor Vehicle Act</i>
112 – 119	<i>Local Government Act</i>
120 – 121	<i>Municipal Finance Authority Act</i>
122	<i>Ombudsman Act</i>
123 – 127	<i>Social Service Tax Act</i>

128 *Special Appropriations Act*
 129 *Vancouver Charter*

130 [Repealed 2005-32-10.]

PART 7 – PARKING SITE TAX

Division 1 – Interpretation

Definitions

131 In this Part:

- “**board**” has the same meaning as in the *Assessment Act*;
- “**improvements**” has the same meaning as in the *Assessment Act*;
- “**land**” has the same meaning as in the *Assessment Act*;
- “**motor vehicle**” has the same meaning as in the *Motor Vehicle Act*;
- “**occupier**” has the same meaning as in the *Assessment Act*;
- “**owner**” has the same meaning as in the *Assessment Act*;
- “**parcel**” has the same meaning as in the *Assessment Act*;
- “**parking site**” means, in respect of land located in the areas of the transportation service region to which the parking tax under this Part applies, the part of the land and any improvements on the land that is used, available or designed for the parking of motor vehicles or for any purpose that is in any way related or ancillary to that parking, whether or not there is a fee for that parking and whether or not the parking is available to the general public, and includes, without limitation, any part of the land and the improvements on the land
 - (a) that provides access to the space used, available or designed for parking, including, without limitation, ramps, driveways, turning areas and places on which motor vehicles may be driven,
 - (b) that separates or marks parking spaces, lanes for driving and other spaces, whether by way of painted markings or by curbs, walls, columns, pillars or other objects,
 - (c) on which is constructed a booth or other improvement for the use or occupancy of one or more parking attendants, and
 - (d) on which is erected anything in any way related or ancillary to parking, including, without limitation, lighting for the parking site and machines or devices used, available or designed for one or more of the collection of parking fees, the provision of parking tickets and the insertion of parking cards;
- “**parking site roll**” includes a revised parking site roll, a supplementary parking site roll and any amendments made to a parking site roll under sections 63 and 65 (10) of the *Assessment Act*;

“parking space” means

- (a) the part of a parking site that is marked out, by painted lines or otherwise, as being intended or available for the parking of a single motor vehicle, or
- (b) for an unmarked parking site, a part of it that is determined in the manner set out in a bylaw of the authority to be a parking space;

“parking tax” means tax assessed under this Part;

“property” includes land and improvements;

“property class” has the same meaning as in the *Assessment Act*;

“review panel” has the same meaning as in the *Assessment Act*;

“revised parking site roll” means a parking site roll as amended under section 143 (2) or 162;

“supplementary parking site roll” means a roll prepared under section 145;

“taxable parking area” means the area, calculated in the manner set out in a bylaw of the authority, of that part of a parking site that is not exempt under section 136 from assessment of parking tax;

“taxable parking space” means a parking space located in that part of a parking site that is not exempt under section 136 from assessment of parking tax;

“unmarked parking site” means a parking site or a part of a parking site that does not contain parking spaces marked as set out in paragraph (a) of the definition of “parking space”.

Application of the *Assessment Act*

- 132** (1) Sections 36 and 39, Part 5, and sections 49.1, 52, 55, 59 to 65, 66 (1) and (2), 67 and 68 of the *Assessment Act* apply to parking site rolls and the preparation of complaints against and appeals related to those rolls, and, for that purpose, a reference in those sections or that Part to a word or phrase set out in Column A is to be read as a reference to the word or phrase listed opposite in Column B.

Column A	Column B
assessor	authority
assessment roll	parking site roll
revised assessment roll	revised parking site roll

- (2) A reference in this Part to a section or Part of the *Assessment Act* referred to in subsection (1) is to be read as a reference to that section or Part if and to the extent it applies under this Part.

Division 2 – Powers of Authority

Assessment of parking tax

- 133** (1) Subject to subsection (1.1), the authority may, by bylaw, assess a parking tax on one or both of
- (a) the taxable parking area of parking sites located in the transportation service region, and
 - (b) the taxable parking spaces in parking sites located in the transportation service region.
- (1.1) Despite any other provision of this Part, the authority must not assess a parking tax under subsection (1) for the purposes of any tax year after 2007.
- (2) For the purposes of subsection (1), the authority may, by bylaw,
- (a) determine the areas of the transportation service region to which the parking tax applies,
 - (b) establish the rate for the parking tax or establish different rates of parking tax for different areas of the transportation service region,
 - (c) set out the manner of determining which parts of an unmarked parking site constitute parking spaces,
 - (d) set out the manner in which the taxable parking area of a parking site is to be calculated, and
 - (e) exempt land, improvements and property classes from assessment of a parking tax.
- (3) Parking tax must be set at a rate that is not greater than whichever of the following applies:
- (a) if the parking tax is assessed on the taxable parking area of parking sites, \$1.43 per square metre of taxable parking area;
 - (b) if the parking tax is assessed on the taxable parking spaces in parking sites, \$45.13 per taxable parking space.
- (3.1) Despite subsections (1) and (2), if the authority assesses a tax under those subsections for a taxation year, the authority, instead of assessing the tax in the treaty lands of a taxing treaty first nation, by bylaw, must apply the tax rate established under subsection (2) (b) in relation to the treaty lands to determine the amount that would have been assessed in relation to those treaty lands if the authority were assessing a tax on the taxable parking area, or taxable parking spaces, of parking sites in those treaty lands.
- (4) On or before May 1 of each year before 2008, the authority must
- (a) send to the collector in each municipality and to the Surveyor of Taxes a notice setting out the tax rates that are applicable to the parking tax assessed for the municipality or rural area, and

- (b) send to each taxing treaty first nation a requisition setting out
 - (i) the amount determined in relation to it under subsection (3.1), and
 - (ii) the rates applied to determine that amount.
- (5) Subject to subsection (6) of this section and section 16 (3), a bylaw made under subsection (1) of this section does not come into force until the bylaw is ratified by a resolution of the Metro Vancouver Regional District board of directors.
- (6) A bylaw made under subsection (1) does not require ratification by the Metro Vancouver Regional District board of directors under subsection (5) before coming into force if
 - (a) the bylaw is made by the authority under subsection (1) in 2005 for one or more taxation years that include the 2006 taxation year, or
 - (b) the bylaw results in no change to or a decrease in the parking tax.

Parking site roll

- 134** (1) For the purposes of this Part, on or before December 31 of each year before 2007, the authority must complete a new parking site roll containing a list of each property that is in the transportation service region and that is liable to assessment of parking tax.
- (2) A parking site roll must, for each property listed under subsection (1), contain the prescribed information.
- (3) The authority must maintain each parking site roll completed on or before December 31, 2006, and those parking site rolls must be available for public inspection during regular business hours at the office of the authority.

Provision of parking site rolls

- 135** (1) The authority must provide the following, as soon as they become available, to each municipality and taxing treaty first nation in the transportation service region that has taxable parking areas or taxable parking spaces and to the Surveyor of Taxes:
- (a) the parking site roll completed under section 134;
 - (b) the revised parking site roll;
 - (c) an amendment to the parking site roll ordered or directed under section 63 or 65 (10) of the *Assessment Act*.
- (2) Despite section 152 (1), the parking site rolls and amendments referred to in subsection (1) of this section must be provided to the municipality, the taxing treaty first nation and the Surveyor of Taxes free of charge.

Exemptions

- 136** (1) Subject to section 136.1 but despite any other provision of this Part, the following are exempt from assessment of a parking tax:

- (a) property that falls into a single property class if that property class is 1, 7 or 9;
 - (b) if property falls into 2 or more property classes, the portion, if any, of the property that is determined in the prescribed manner to fall into a property class exempt under this section;
 - (c) property that is, under section 131 of the *School Act*, wholly exempt from taxation under that Act;
 - (d) in the case of property that is, under section 131 of the *School Act*, partially exempt from taxation under that Act, the portion of the parking site on that property that is determined in the prescribed manner to be exempt from the assessment of parking tax;
 - (e) subject to subsection (4) of this section, each of the following that is exempt by bylaw of the authority made under section 133 (2) (e), to the extent, for the period and subject to the conditions provided in the bylaw:
 - (i) land or improvements or both;
 - (ii) a property class;
 - (iii) a type of land or improvements or both.
- (2) Property is not exempt from parking tax unless it is exempt under subsection (1).
- (3) Nothing in a regulation referred to in subsection (1) (b) or in any determination made under that regulation affects the classification of property under the *Assessment Act* as it applies for the purposes of property taxation.
- (4) An exemption created by a bylaw does not have any effect in a calendar year unless the bylaw creating the exemption came into force on or before October 31 of the preceding calendar year.
- (5) For the 2006 calendar year only, the date in subsection (4) is December 31.
- (6) For the purposes of subsection (1) (e) (iii), a type of land or improvements or both may be defined on any basis the authority considers appropriate, including, without limitation, the following:
- (a) the person or class of persons that owns or occupies the property;
 - (b) the use of the property.
- (7) A bylaw that creates an exemption ceases to apply to property the use or ownership of which no longer conforms to the conditions necessary to qualify for exemption, and, after this, the property is liable to assessment of parking tax.

Exemptions for treaty lands of taxing treaty first nations

- 136.1** Section 136 (1) (a), (b) and (e) applies in relation to the treaty lands of a taxing treaty first nation, and section 136 (1) (c) and (d) applies in relation to the treaty lands of a taxing treaty first nation to the same extent they would apply if the treaty lands were subject to taxation under the *School Act*, for the purposes of calculating the rates under section 133 (2) (b) and the amount of a requisition under section 133 (4) (b).

Role of British Columbia Assessment Authority

- 137** (1) For the purposes of this Part, the British Columbia Assessment Authority may enter into an agreement with the authority under which the authority delegates to the British Columbia Assessment Authority some or all of the authority's powers and duties in relation to parking site rolls, including, without limitation, powers and duties in relation to the preparation of those rolls.
- (2) If the British Columbia Assessment Authority enters into an agreement described in subsection (1), the British Columbia Assessment Authority, to the extent provided in the agreement, may delegate to any person, including an officer or employee of the British Columbia Assessment Authority, a power or duty of the British Columbia Assessment Authority under the agreement.
- (3) If the British Columbia Assessment Authority delegates a power or duty in relation to parking site rolls to an officer or employee of the British Columbia Assessment Authority, the officer or employee, despite section 10 (e) of the *Assessment Authority Act*, is to exercise the power or perform the duty.

Occupiers of railway land

- 138** (1) If part of a parcel is, under section 25 (1) of the *Assessment Act*, treated as a separate parcel for the purposes of that Act and if that part of a parcel is, in whole or in part, liable to assessment of parking tax, that part of the parcel must be treated as a separate parcel for the purposes of this Part and a separate entry made on the parking site roll in respect of the land or improvements or both.
- (2) If part of a parcel of railway land is treated as a separate parcel for the purposes of this Part under subsection (1) and if a part of the remainder of the parcel is also liable to assessment of parking tax, that part of the remainder must be treated under this Part as a separate parcel and a separate entry made on the parking site roll in respect of the land or improvements or both.
- (3) If an owner or a lessee of a parcel described in subsection (1) gives notice under section 25 (4) of the *Assessment Act*, the authority must enter the name and address of the lessee on the parking site roll.

Land the fee of which is in the government

- 139** (1) Land, the fee of which is in the government, or in some person on behalf of the government, that is held or occupied otherwise than by, or on behalf of, the government, is, with the improvements on it, liable to assessment of parking tax in accordance with this section if all or part of that land is a parking site that is not exempt from assessment of parking tax.
- (2) The land referred to in subsection (1) with the improvements on it must be entered in the parking site roll in the name of the holder or occupier, and the taxable parking area or the number of taxable parking spaces of the parking site must be determined in the manner set out in a bylaw made under section 133.

- (3) This section applies, with the necessary changes and so far as it is applicable, to improvements owned by, leased to, held, or occupied by some person other than the government, located on land the fee of which is in the government, or in some person on behalf of the government.
- (4) This section applies, with the necessary changes and so far as it is applicable, if land is held in trust for a tribe or band of Indians and occupied, in other than an official capacity, by a person who is not an Indian.
- (5) As soon as the authority determines that
 - (a) land is held or occupied, or
 - (b) land ceases to be held or occupiedin the manner referred to in subsection (1), the authority must make an entry on a supplementary parking site roll.
- (6) Subsection (5) does not apply in respect of land in a rural area.

Exempt land held by occupier

- 140**
- (1) Land, the fee simple of which is held by or on behalf of a person who is exempted from taxation under this Part, and which is held or occupied otherwise than by or on behalf of that person, is, with its improvements, liable to assessment of parking tax.
 - (2) The land and improvements referred to in subsection (1) must be entered in the parking site roll in the name of the holder or occupier, and the taxable parking area, or the number of taxable parking spaces, of the parking site must be determined in the manner set out in a bylaw made under section 133.
 - (3) This section applies to improvements owned by, leased to, held or occupied otherwise than by, or on behalf of, a person exempted from taxation under this Part, located on land the fee simple of which is held by or on behalf of a person exempted from taxation under this Part.

Land the fee of which is in the municipality

- 141**
- (1) Land, the fee of which is in the municipality, held or occupied otherwise than by, or on behalf of, the municipality, is, with the improvements on it, liable to assessment of parking tax.
 - (2) The land referred to in subsection (1) with the improvements on it must be entered in the parking site roll in the name of the holder or occupier, and the taxable parking area, or the number of taxable parking spaces, of the parking site must be determined in the manner set out in a bylaw made under section 133.
 - (3) This section applies, with the necessary changes and so far as it is applicable, to improvements owned by, leased to, held, or occupied by some person other than the municipality, located on land the fee of which is in the municipality, or in some person on behalf of the municipality.

- (4) This section does not apply to any land or improvements that were exempted from taxation by the municipality under the terms of a lease agreement entered into before July 1, 1957.

Joint interests

- 142** If land or improvements or both are held or occupied in the manner referred to in section 26, 27 or 28 of the *Assessment Act* by 2 or more persons and there is no paramount occupier, parking tax must be assessed on that property in the names of those persons jointly.

Errors and omissions in completed parking site roll

- 143**
- (1) In accordance with section 156, the authority must notify a review panel of all errors or omissions in the parking site roll completed under section 134 except those errors or omissions corrected under subsection (2) of this section.
 - (2) Before March 16 of the year following the completion of the parking site roll under section 134, the authority may amend an individual entry in the completed parking site roll to correct an error or omission, with the consent of
 - (a) the owner of the affected property, and
 - (b) the complainant, if the complainant is not the owner of the affected property.
 - (3) Without limiting subsection (1), the authority must give notice to the review panel in respect of any of the following circumstances:
 - (a) because of a change of ownership that occurs after November 30 and before the following January 1 and that is recorded in the records of the land title office before that January 1,
 - (i) land or improvements or both that were not previously liable to assessment of parking tax become liable to assessment of parking tax, or
 - (ii) land or improvements or both that were previously liable to assessment of parking tax cease to be liable to assessment of parking tax;
 - (b) land or improvements or both that are referred to in section 139 or 140 are held or occupied by a person other than the owner of the fee simple, and the interest of the holder or occupier begins or ends after November 30 and before the following January 1;
 - (c) land or improvements or both that are liable to assessment of parking tax
 - (i) are substantially damaged or destroyed after October 31 and before the following January 1, and
 - (ii) cannot reasonably be repaired or replaced before the following January 1.

Validity as confirmed by review panel

- 144** The revised parking site roll is, unless changed or amended under section 145 of this Act or section 63 or 65 (10) of the *Assessment Act*,
- (a) valid and binding on all parties concerned, despite
 - (i) any omission, defect or error committed in, or with respect to, that parking site roll,
 - (ii) any defect, error or misstatement in any notice required, or
 - (iii) the omission to mail the notice, and
 - (b) for all purposes, the parking site roll of the authority until the next revised parking site roll.

Supplementary roll

- 145**
- (1) If, after the completion of a parking site roll, the authority finds that all or part of a property liable to assessment of parking tax was not included on the parking site roll, the authority must include the property or part on a supplementary parking site roll, or further supplementary parking site roll, subject to the conditions of inclusion governing the current parking site roll on which the property or part should have been included.
 - (2) If, after the completion of a parking site roll, the authority finds that all or part of a property liable to assessment of parking tax for a previous year was not included on the parking site roll for that year, the authority must include the property or part on a supplementary parking site roll or further supplementary parking site roll for that year, subject to the conditions of inclusion governing the parking site roll on which the property or part should have been included, but only if the failure to include the property or part is attributable to
 - (a) an owner's failure to disclose,
 - (b) an owner's concealment of particulars relating to the property or part,
 - (c) a person's failure to make a return, or
 - (d) a person's making of an incorrect return,required under this or any other Act.
 - (3) Despite sections 143, 144 and 162, and in addition to its powers and duties under subsections (1) and (2) of this section, the authority may, at any time before December 31 of the year following completion of the parking site roll under section 134, correct errors and omissions in a completed parking site roll.
 - (4) The authority must not make a change or amendment that would be contrary to an amendment in the parking site roll ordered or directed by the board under section 63 or 65 (10) of the *Assessment Act*.
 - (5) Nothing in subsection (1), (3) or (4) of this section authorizes the preparation of a supplementary parking site roll, or the correction of a parking site roll, for the

purpose of changing or updating a parking site roll later than 12 months after that parking site roll is completed.

Provisions applicable to supplementary parking site roll

- 146** (1) The duties imposed on the authority with respect to the annual parking site roll and the provisions of this Act relating to parking site rolls, so far as they are applicable, apply to supplementary parking site rolls.
- (2) On receipt of a notice of complaint under section 155 in respect of a supplementary parking site roll, the authority must
- (a) record receipt of the notice, and
 - (b) if the complaint is not resolved under section 143 (2), ensure the complaint is brought before a review panel at the next sitting of review panels.

Division 3 – Inspection of Land and Records**Inspection powers**

- 147** The authority may, for any purpose relating to the parking tax, including the preparation of a parking site roll and the determination of liability for assessment of the parking tax, enter into or on and inspect land and improvements.

Return of information

- 148** (1) Before or after the completion of a parking site roll, the authority may, by notice served personally or sent by mail, require a person who owns, occupies or disposes of property to provide to the authority, within 21 days or a longer period specified in the notice, information for any purpose related to the administration of this Part.
- (2) The authority is not bound by the information provided but may, if the authority has reason to doubt its accuracy, calculate the taxable parking area of, or the number of taxable parking spaces in, the property in the manner and using information the authority believes to be correct.

Examination of records

- 149** (1) For the purposes of this Part, the authority must be given access to, and may examine and take copies of and extracts from, the records relating to any property the authority considers is or may be, or includes or may include, a parking site, and, for that purpose,
- (a) the authority may enter on any property for the purposes of obtaining the access, examination, copies or extracts, and
 - (b) any person, including, without limitation, the government, government corporations and agencies, municipalities and regional districts, holding the records must, on request, provide every facility and assistance required for the entry, examination, copies and extracts.

- (2) Any person who is required to provide every facility and assistance under subsection (1) (b), other than a local government, must do so without charge.

Disclosure

150 A person who has custody or control of information or records obtained or created under this Part must not disclose the information or records to any other person unless that disclosure is made

- (a) in the course of administering this Part or the regulations or performing functions under them,
- (b) to the British Columbia Assessment Authority if the authority has delegated all or part of its responsibilities to the British Columbia Assessment Authority under section 137 (1),
- (c) in proceedings before a review panel, the board or a court of law, or
- (d) to the person, or agent of the person, to whom or to whose property the information relates.

Sharing of information

151 Despite this Act and the *Assessment Act*, for any purpose relating to a parking site roll, including its preparation, maintenance, defence or revision,

- (a) the authority may share with one or more of the British Columbia Assessment Authority, the review panel and the board any information that is or may be included in a parking site roll, and
- (b) the British Columbia Assessment Authority, the review panel and the board may share with the authority any information that is or may be included in an assessment roll.

Use of and access to information in records

152 (1) Subject to the requirements of this section, if this Part or a regulation requires or authorizes the disclosure or public inspection or other use of or access to a record, including a parking site roll, a person may obtain a copy of the record or parking site roll on payment of any fee that may be set for the copy by the authority or by the chair of the board, as the case may be.

- (2) A person must not, directly or indirectly, use the parking site roll or information contained in the parking site roll as follows:

- (a) to obtain names, addresses or telephone numbers for solicitation purposes, whether the solicitations are made by telephone, mail or any other means;
- (b) to harass an individual.

- (3) A person who wishes to inspect or obtain a copy of a parking site roll may be required to complete a declaration in the prescribed form

- (a) specifying the purpose for which the information is to be used, and

(b) certifying that the information contained in the record will not be used in a manner prohibited under subsection (2).

(4) A person who contravenes subsection (2) commits an offence.

Fines and penalties for offences

- 153** (1) A person who commits an offence under section 152 (4) is liable on conviction to a fine of not more than \$10 000 or imprisonment for a term not longer than 2 years, or both.
- (2) If a person is convicted of an offence under section 152 (4) and the court is satisfied that, as a result of the commission of the offence, the person acquired any monetary benefits or that monetary benefits accrued to the person, the court may order the person to pay a fine equal to the court's estimation of the amount of those monetary benefits.
- (3) A fine under subsection (2) of this section is in addition to and not in place of the fine or punishment that may be imposed under subsection (1) and is not limited to the maximum fine referred to in subsection (1).

Division 4 – Complaints

Complaints respecting completed parking site roll

- 154** Subject to the requirements in section 155, a person may make a complaint against an individual entry in a parking site roll on any of the following grounds:
- (a) there is an error or omission respecting the name of a person in the parking site roll;
 - (b) there is an error or omission respecting the taxable parking area of, or the number of taxable parking spaces in, land or improvements, or both land and improvements;
 - (c) land or improvements, or both land and improvements, have been improperly determined to be a parking site;
 - (d) an exemption referred to in section 136 (1) (e) has been improperly allowed or disallowed;
 - (e) there is an error in the apportionment of property into 2 or more property classes for the purposes of section 136 (1) (b).

Notice of complaint

- 155** (1) A person who wishes to make a complaint under section 154 must file notice of the complaint with the authority.
- (2) The notice of complaint must be filed with the authority no later than January 31 of the year following the year in which the parking site roll is completed under section 134 or changed or amended under section 145, as the case may be.

- (3) The notice of complaint must
- (a) clearly identify the property in respect of which the complaint is made,
 - (b) include the full name of the complainant and a telephone number at which the complainant may be contacted during regular business hours,
 - (c) indicate whether or not the complainant is the owner of the property to which the complaint relates,
 - (d) if the complainant has an agent to act on the complainant's behalf in respect of the complaint, include the full name of the agent and a telephone number at which the agent may be contacted during regular business hours,
 - (e) include an address for delivery of any notices in respect of the complaint,
 - (f) state the grounds on which the complaint is based under section 154, and
 - (g) include any other prescribed information.

Authority recommendations

- 156** Before March 16 of each year, the authority must, for the purpose of correcting an error or omission under section 143 that is not corrected with the consent of the owner of the affected property, recommend to a review panel changes to the parking site roll.

Notice of hearing

- 157** (1) If the authority receives a complaint and that complaint is not resolved under section 143 (2), the authority must
- (a) set a time for a hearing of the complaint by a review panel before March 16,
 - (b) deliver notice of the hearing to the complainant's address for delivery, and
 - (c) if the complainant is not the owner of the property in respect of which the complaint is made, deliver notice of the hearing to each owner of that property.
- (2) The authority is not required to deliver notice of the hearing to the owner of a property affected by a recommendation for change under section 156 if the recommendation
- (a) results in no change to or a decrease in the area of the taxable parking area of, or in the number of taxable parking spaces in, the property, and
 - (b) does not result in the removal of an exemption.
- (3) A notice under this section must include a statement that the recipient may file written submissions instead of appearing at the hearing.

Notice of withdrawal

- 158** (1) A complainant may apply to withdraw a complaint made under section 155 by filing with the authority a notice of withdrawal.
- (2) The review panel may summarily dismiss the complaint referred to in subsection (1) of this section on consent of the authority.

- (3) No appeal lies under section 163 in respect of a summary dismissal of a complaint under subsection (2) of this section.

Duties and powers of review panels

- 159**
- (1) A review panel may review and consider the parking site roll and the individual entries made in it in relation to one or more of the matters referred to in section 154 (a) to (e).
 - (2) For the purpose of subsection (1) of this section, a review panel may
 - (a) investigate the parking site roll and the individual entries made in it, whether or not the investigation is based on a complaint or on an authority recommendation, and
 - (b) direct amendments to be made to the parking site roll, subject to the requirements of subsections (4) to (6).
 - (3) Despite subsection (2) (b), the review panel may
 - (a) refuse to adjudicate a matter set for its consideration if the notice of complaint was not filed in accordance with section 155 (2), and
 - (b) summarily dismiss a matter set for its consideration if a notice of withdrawal is filed in accordance with section 158.
 - (4) A review panel must before March 16 complete
 - (a) any investigation referred to in subsection (2) (a) of this section, and
 - (b) adjudication of the matters in relation to a parking site roll set for its consideration under section 36 of the *Assessment Act*.
 - (5) If the review panel intends to direct that an amendment be made that is not based on a complaint or on a recommendation of the authority and the amendment would
 - (a) increase the taxable parking area of, or the number of taxable parking spaces in, the property, or
 - (b) result in the removal of an exemption referred to in section 136 (1) (e),the review panel must order the authority to set a hearing in respect of the proposed amendment, giving the owner of the affected property an opportunity to make submissions.
 - (6) For the purposes of subsection (5) of this section, the authority must, at least 5 days before the hearing, deliver to the owner of the affected property a notice of the hearing and the notice must include
 - (a) particulars of the proposed amendment, and
 - (b) a statement that the owner may file written submissions instead of appearing at the hearing.
 - (7) The chair of the review panel may
 - (a) determine the procedures to be followed at proceedings of the review panel,

- (b) administer an oath or solemn affirmation to a person or witness before his or her evidence is taken, and
 - (c) for the purposes of section 36 (2) of the *Assessment Act*, but subject to the requirement of subsection (4) of this section, adjourn the hearings from day to day or from time to time and from place to place within the geographic area of the review panel's jurisdiction.
- (8) The chair of the review panel must make a record of a summary dismissal under section 158, a refusal to adjudicate a matter under subsection (3) (a) of this section and any decision made in relation to an investigation, adjudication or direction by the review panel.
- (9) The chair of the review panel must provide the authority with information necessary to
 - (a) amend the parking site roll in accordance with a decision referred to in subsection (8), and
 - (b) provide sufficient notice under section 161 (1).

Burden of proof

160 In a hearing before the review panel, the burden of proof is

- (a) on the complainant, or
- (b) if the matter concerns an authority recommendation under section 156, on the authority.

Notice of decisions and corrections

- 161**
- (1) Before April 7 following the sitting of the review panel, the authority must deliver notice of the decision made by the review panel, or of its refusal to adjudicate the complaint made, to
 - (a) the owner of the property to which the decision relates, and
 - (b) the complainant, if the complainant is not the owner.
 - (2) Before April 7, the authority must deliver notice of the amendment made by the authority under section 143 (2) to
 - (a) the owner of the property to which the amendment relates, and
 - (b) the complainant, if the amendment resolved a complaint and the complainant is not the owner.
 - (3) Notice under subsection (1) or (2) of this section must include
 - (a) a statement that the decision or amendment may be appealed to the board in accordance with section 163, and
 - (b) information on the procedures to be followed for initiating the appeal.

Amendment of parking site roll

- 162** The authority must ensure that all amendments are made to the parking site roll in accordance with the directions of the review panel under section 159 (2) (b).

Division 5 – Appeals**Appeals to board**

- 163** (1) Subject to the requirements of subsections (2) to (4), a person may appeal to the board if the person is dissatisfied
- (a) with a decision of a review panel under Division 4,
 - (b) with an omission or refusal of the review panel to adjudicate a complaint made under section 155, or
 - (c) with an amendment to the parking site roll under section 143 (2).
- (1.1) Subject to the requirements of subsections (2) to (4.2), an owner may, with leave of the board, appeal to the board if the owner failed to file a notice of complaint in respect of the owner's property within the time required under section 155 (2).
- (2) The appeal must be based on one or more of the grounds referred to in section 154.
- (3) A notice of appeal under this section and the prescribed appeal fee must be filed with the board on or before April 30 following the sitting of the review panel.
- (4) The notice of appeal must
- (a) clearly identify the property in respect of which the appeal is made,
 - (b) include the full name of the appellant and a telephone number at which the appellant may be contacted during regular business hours,
 - (c) indicate whether or not the appellant is the owner of the property to which the appeal relates,
 - (d) if the appellant has an agent to act on the appellant's behalf in respect of the appeal, include the full name of the agent and a telephone number at which the agent may be contacted during regular business hours,
 - (e) include an address for delivery of any notices in respect of the appeal,
 - (f) state the grounds on which the appeal is based, and
 - (g) include any other prescribed information.
- (4.1) In addition to the requirements under subsection (4), a notice of appeal for an appeal under subsection (1.1) must state the reasons why leave should be granted under subsection (4.3).
- (4.2) All evidence on which the owner relies in support of the reasons why leave should be granted must be filed with the notice of appeal.

- (4.3) The board may grant leave to appeal under subsection (1.1) if the board is satisfied that the owner's failure to file a notice of complaint within the time required under section 155 (2) was due to circumstances beyond the owner's control.
- (5) If a notice of appeal is deficient or if the prescribed appeal fee is outstanding, the chair of the board may in his or her discretion allow a reasonable period of time within which the notice may be perfected or the fee is to be paid.
- (6) Without limiting any other jurisdiction it may have under this or any other enactment, the board has jurisdiction to determine
 - (a) appeals from decisions of the review panels under Division 4,
 - (b) appeals from omissions or refusals by the review panels to adjudicate complaints made under section 155 (1),
 - (c) complaints about amendments to the parking site roll made under section 143 (2), or
 - (d) appeals brought under subsection (1.1) of this section.

Copies of appeal to persons

- 164** If the board receives a notice of appeal in accordance with section 163, the board must promptly provide a copy of the notice to each of the following who is not the appellant:
- (a) the owner of the property;
 - (b) the authority;
 - (c) the complainant before the review panel, if that person is not a person specified in paragraph (a) or (b).

Powers and duties of board in an appeal

- 165** (1) In an appeal under this Part with respect to a property, the board may consider, in relation to that property, any matter referred to in section 154 (a) to (e) to ensure that
- (a) the parking site roll is accurate, and
 - (b) the provisions of this Act and the regulations are applied in a consistent manner.
- (2) Nothing in subsection (1) of this section empowers the board to make a determination in respect of any property other than the property that is the subject of the appeal.
- (3) The board may order the authority to reconsider and correct the determination of the taxable parking area of, or of the number of taxable parking spaces in, properties in all or part of the transportation service region, whether or not those properties are the subject of the appeal, if the board finds that

- (a) the actual taxable parking areas of properties in all or part of the transportation service region are smaller than the taxable parking areas shown for those properties on the parking site roll,
 - (b) the actual number of taxable parking spaces in properties in all or part of the transportation service region is fewer than the number of taxable parking spaces shown for those properties on the parking site roll, or
 - (c) the taxable parking area or number of taxable parking spaces specified in the entry against which the appeal has been brought has been correctly determined, but the taxable parking area, or the number of taxable parking spaces, determined for similar properties in the transportation service region is smaller or fewer than the actual taxable parking area of, or the number of taxable parking spaces in, those properties.
- (4) Despite section 145 (5), the authority must make the corrections ordered under subsection (3) of this section on a supplementary parking site roll.

Finances

- 166**
- (1) Each year on or before December 31, the government may submit a requisition to the authority for the amount required to cover the anticipated costs to the government, for the government's next fiscal year, of complaints and appeals under this Act to the review panels and the board.
 - (2) The authority must pay the amounts requisitioned under subsection (1) to the government in instalments at the times and in the manner prescribed.
 - (3) The government may require the authority to adjust the final instalment for a fiscal year so that the total amounts paid for the fiscal year cover the actual costs of the complaints and appeals referred to in subsection (1) for that fiscal year.

Division 6 – Regulations and Review**Power to make regulations**

- 167**
- (1) Without limiting section 46, the Lieutenant Governor in Council may make regulations under this Part
 - (a) respecting the preparation of parking site rolls, including, without limitation,
 - (i) the manner and form in which parking site rolls may or must be prepared,
 - (ii) the information that may or must be referred to for the purposes of their preparation,
 - (iii) the information that may or must be included,
 - (iv) the date or dates on or before which any information applicable to the preparation must be determined,

- (v) the manner in which contiguous parcels may or must be treated for the purposes of parking site rolls, and
 - (vi) the effect of a completed parking site roll,
 - (b) respecting the notices that may or must be provided in relation to parking tax or a parking site roll, including, without limitation,
 - (i) the persons to whom the notices must be provided and the manner in which they may or must be provided,
 - (ii) the manner and form in which the notices may or must be prepared,
 - (iii) the information that may or must be referred to for the purposes of their preparation, and
 - (iv) information that may or must be included,
 - (c) respecting the delegation by the authority of its powers and duties in relation to parking site rolls,
 - (d) respecting access to, and copies of any portion or all of, a parking site roll, including, without limitation,
 - (i) fees payable for that access or those copies,
 - (ii) restrictions on the uses to which information from, or copies of, any portion or all of a parking site roll may be put, and
 - (iii) declarations or certifications that may or must be required from persons wishing to obtain access to, and copies of, any portion or all of a parking site roll,
 - (e) respecting the manner of determining which portions, if any, of a property fall into a property class exempt from assessment of parking tax,
 - (f) respecting the manner of determining which portion, if any, of a parking site is exempt from the assessment of parking tax,
 - (g) respecting complaints and appeals of or related to a parking site roll,
 - (h) respecting the information that must be included in a notice of complaint or a notice of appeal,
 - (i) respecting appeal fees,
 - (j) respecting the times and the manner in which instalments of amounts requisitioned under section 166 (1) must be paid to the government,
 - (k) establishing the amounts and frequency of instalments referred to in subsection 166 (2), and
 - (l) [Repealed 2014-20-11.]
 - (m) prescribing a form for the purpose of section 152 (3).
- (2) Without limiting subsection (1), on the recommendation of the minister after consultation with the authority, the Lieutenant Governor in Council, for the purposes of that subsection, by regulation may

- (a) provide powers and duties to the authority in relation to parking tax and parking site rolls, including, without limitation, their preparation, review and amendment and any related notices, complaints and appeals,
 - (b) apply provisions of the *Assessment Act* or other enactments in relation to a parking site roll, including, without limitation,
 - (i) its preparation, review and amendment, and
 - (ii) any related notices, complaints and appeals, and
 - (c) despite section 190 (3) (c) and without limiting section 190 (3) (d), authorize the authority to delegate any or all of its powers and duties in relation to parking site rolls, on the terms and conditions the authority considers appropriate, to the British Columbia Assessment Authority.
- (3) The powers and duties that may be provided to the authority under subsection (2) (a) include, without limitation, the British Columbia Assessment Authority's powers and duties under the *Assessment Act* or the *Assessment Authority Act* in relation to the property tax and assessment rolls, including, without limitation, their preparation, review and amendment and any related notices, complaints and appeals.

168 and 169 [Repealed 2007-41-30.]

PART 7.1 – PARKING RIGHTS TAX

Division 1 – Definitions and Interpretation

Definitions and interpretation

169.01 (1) In this Part:

- “**administrator**”, except in the definition of “vendor” and in section 169.47 (1), means the employee of the authority appointed by the board to administer this Part;
- “**assessment**” includes reassessment;
- “**board member**” means a member of a board of directors of a corporation and includes a person who is deemed to be a board member under section 169.34;
- “**collector**” means a person who has collected taxes under this Part;
- “**fair market value**”, in relation to a parking right, means the price at which the right would be provided by a willing seller acting in good faith to a willing buyer acting in good faith in an arm's length retail sale in the open market;
- “**motor vehicle**” has the same meaning as in the *Motor Vehicle Act*;
- “**park**”, in respect of a motor vehicle, does not include storage if the motor vehicle is stored for a period of more than 28 consecutive days;

“parking period”, in respect of a parking right, means the period for which the parking right is purchased;

“parking right” means the right to park a motor vehicle at a parking site for any period of time;

“parking site” means any location in the transportation service region at which a motor vehicle may, for a price or other consideration, be parked for any period of time;

“purchase price”, in relation to a parking right, means a price in money and all other consideration accepted by a seller of a parking right as price or on account of the price of the parking right;

“purchaser” means a person who agrees to pay or is otherwise obliged to pay consideration for a parking right

- (a) provided to the person for the person’s own benefit or use,
- (b) provided to another person for that person’s benefit or use at the first person’s expense, or
- (c) provided to the person on behalf of or as agent for a principal, if the parking right is for the benefit or use of the principal or another person at the expense of that principal;

“retail sale” means a sale to a purchaser for purposes of benefit or use and not for resale;

“sale” includes a contract by which, at a price or for other consideration, a person provides a parking right to another person;

“tax” includes all penalties and interest that are or may be added to tax under this Part;

“vendor” means a person, including an assignee, liquidator, administrator, receiver, receiver manager, trustee or similar person, who in the ordinary course of the person’s business sells a parking right to a purchaser at a retail sale.

(2) For the purposes of this Part, a person who, for the benefit or use of another person, agrees to pay or is otherwise obliged to pay consideration for a parking right

- (a) is deemed to have done so at the first person’s expense, or
- (b) if the first person acts on behalf of or as agent for a principal, is deemed to have done so at the expense of the principal,

unless the other person agrees to pay or is otherwise obliged to pay consideration for the parking right.

Division 2 – Tax in Relation to Parking Rights

Parking tax

- 169.02** (1) A purchaser of a parking right in relation to a parking site that is within the transportation service region must pay to the authority a tax at the rate set and in effect under section 30.1.
- (2) The tax under subsection (1) must be paid at the time the purchase price for the parking right is paid or by the date on which the purchase price for the parking right is payable, whichever is earlier.
- (3) If a rate is set or changed under section 30.1, the purchaser must, on each date within the parking period on which a new rate takes effect under section 30.1, pay to the authority, in addition to the amount paid or payable under subsection (1) of this section, a tax equal to the difference between
- (a) the amount of tax, paid or payable by the purchaser under this section in relation to the parking right, that is attributable to the remainder of the parking period, and
 - (b) the amount calculated by multiplying the new rate by that portion of the purchase price of the parking right that is attributable to the remainder of the parking period.
- (4) If the amount calculated under subsection (3) (b) is less than the amount of tax referred to in subsection (3) (a) that has been paid, the purchaser may apply to the administrator for a refund of the difference between the 2 amounts, and the administrator, on receipt of evidence satisfactory to the administrator, must pay a refund to the purchaser.

Parking tax if change in use

- 169.03** (1) Subsection (2) applies to a purchaser of a parking right if
- (a) the purchaser purchased a parking right for which the person is exempt from tax under this Part, and
 - (b) the purchaser subsequently, for any period, uses a portion of that parking right or allows a portion of that parking right to be used for a purpose other than that which allowed the person to be exempt from tax under this Part.
- (2) A purchaser to whom this subsection applies must pay to the authority, at the prescribed time and in the prescribed manner, a tax at the rate set and in effect under section 30.1.
- (3) Subsection (4) applies to a person who
- (a) received a refund of tax under this Part in relation to a parking right, and
 - (b) subsequently, for any period, uses a portion of that parking right or allows a portion of that parking right to be used for a purpose other than that which entitled the person to receive a refund of tax under this Part.

- (4) A person to whom this subsection applies must pay to the authority, at the prescribed time and in the prescribed manner, a tax at the rate set and in effect under section 30.1.
- (5) For the purpose of calculating the tax payable under this section, the purchase price of the parking right is deemed to be that portion of the purchase price of the parking right that is attributable to the period referred to in subsection (1) (b) or (3) (b) in which the parking right is used as described in that subsection.

Calculation of tax if price reduced

169.04 For the purpose of taxation under this Part, if

- (a) a vendor offers to a purchaser a reduction in a purchase price, and
- (b) the conditions of the reduction, if any, have been met by the purchaser,

the vendor must calculate tax by first deducting the full amount of the reduction from the purchase price and then applying the tax rate to the reduced purchase price.

Valuation by administrator

169.05 For the purpose of taxation under this Part,

- (a) the administrator may determine the fair market value of a parking right
 - (i) that passes at a sale, or
 - (ii) for which there has been a change of use as described in section 169.03, and
- (b) if the administrator makes a determination under paragraph (a), the purchase price of the parking right is as determined by the administrator under that paragraph.

How tax is to be calculated

169.06 The tax imposed by this Part must be

- (a) calculated separately on every purchase of a parking right, and
- (b) computed to the nearest cent, with 1/2 cent counted as 1 cent.

Division 3 – Tax Exemptions**General exemptions**

169.07 Subject to the terms and conditions the Lieutenant Governor in Council specifies in the regulations, a person is exempt from tax imposed under Division 2 in respect of a parking right purchased

- (a) for residential parking, as that term is defined in the regulations,
- (b) for parking at a prescribed parking site, or
- (c) by a person who is a member of a prescribed class of persons.

Exemption for purchases for resale

169.08 A purchaser who purchases a parking right is exempt from tax imposed by section 169.02 in respect of any portion of the parking right that was purchased for the purpose only of selling it to other persons.

Division 4 – Refunds**Refund where no obligation to pay or collect**

- 169.09** (1) If the administrator is satisfied that an amount has been paid as tax under this Part in circumstances where there was no legal obligation to pay the amount as tax, the administrator must refund that amount to the person entitled to it.
- (2) If the administrator is satisfied that a person has remitted to the administrator an amount as collected taxes that the person neither collected nor was required to collect under this Part, the administrator must refund the amount to the person.
- (3) [Repealed 2018-44-4.]

Refunds authorized or required under the regulations

- 169.1** The administrator,
- (a) if authorized by the regulations, may pay a refund of all or part of tax paid under this Part by an applicant for a refund, and
 - (b) if required by the regulations, must pay a refund of all or part of tax paid under this Part by an applicant for a refund.

Refunds when joint and several liability

- 169.11** (1) Despite section 169.09 (2), if the administrator is satisfied that the total of the amount paid by one or more board members of a corporation who are jointly and severally liable with the corporation under section 169.33 (1) and the amount, if any, paid by the corporation exceeds the amount owed by the corporation under this Part for the period that the board members who made the payments were jointly and severally liable with the corporation, the administrator must pay a refund in accordance with the following:
- (a) if only one board member paid all or part of the amount for which one or more board members and the corporation were jointly and severally liable under section 169.33 (1), refund to the board member the amount of the excess up to the amount paid by the board member;
 - (b) if 2 or more board members paid all or part of the amount for which board members and the corporation were jointly and severally liable under section 169.33 (1), refund to the board members the amount of the excess divided proportionately between the board members, up to the amount paid by each board member;

- (c) after making the payment under paragraph (a) or (b), refund to the corporation any remaining amount of the excess, up to the amount paid by the corporation.
- (2) A refund under subsection (1) (b) must be based on the ratio of the amounts paid by the board members who are jointly and severally liable under section 169.33 (1) for the applicable period of the refund.
- (3) A refund may be paid under subsection (1) only to a board member who or corporation that has applied for a refund.

Refunds from vendor

169.12 If a vendor pays a refund or allows a credit to a purchaser of all or part of the purchase price for a parking right, the vendor must refund to the purchaser the amount of tax paid under this Part by the purchaser that is attributable to the amount of the purchase price refunded or credited.

Deduction for bad debts

- 169.13** (1) Subject to subsection (3), the administrator must, in accordance with the regulations, refund to a collector who sells a parking right a portion, determined in the prescribed manner, of the amount remitted by the collector to the administrator in respect of taxes payable under this Part on that sale.
- (2) The administrator must make a refund under subsection (1) if
- (a) the collector, in accordance with this Part, remits the tax required to be levied and collected under this Part for the sale referred to in subsection (1),
 - (b) the purchaser subsequently fails to pay to the collector the full amount of the consideration and tax payable on that sale, and
 - (c) the collector writes off as unrealizable or uncollectable the amount owing by the purchaser.
- (3) A collector may, in the prescribed manner, deduct the amount of the refund payable to the collector under this section from the amount of taxes that the collector is required to remit under this Part.
- (4) If a collector who has obtained a refund under subsection (1) or made a deduction under subsection (3) recovers all or part of the amount referred to in subsection (2) (c) with respect to which the refund was paid or the deduction was made, the collector must add an amount, determined in the prescribed manner, to the tax to be remitted by the collector under this Part with respect to the reporting period in which the recovery was made.

Claim for refund

- 169.14** (1) To claim a refund under this Part, a person must
- (a) submit to the administrator a written application in a form satisfactory to the administrator and signed by the person who paid the amount claimed, and

- (b) provide sufficient evidence to satisfy the administrator that the person who paid the amount is entitled to the refund.
- (2) For the purposes of subsection (1) (a), if the person who paid the amount claimed is a corporation, the application must be signed by a member of the board of directors or authorized employee of the corporation.

Limits on refunds

- 169.15** (1) A refund must not be paid under this Part if
- (a) the amount of the refund is less than \$10, or
 - (b) the claim for the refund is made more than 4 years after the date on which the amount claimed was paid.
- (2) Despite the *Limitation Act*, an action for a refund under this Part must not be brought more than 4 years after the date on which the amount claimed was paid.

Division 5 – Collection of Taxes**Vendor must have registration certificate**

- 169.16** (1) A vendor must not sell a parking right at a retail sale unless
- (a) the vendor has been issued a registration certificate under section 169.17, and
 - (b) the registration certificate is in force at the time of sale.
- (2) A registration certificate
- (a) is not transferable, and
 - (b) must be kept at the vendor's principal place of business in the transportation service region.

Issue of registration certificate

- 169.17** (1) On application by a vendor in the form required by the administrator, the administrator may issue a registration certificate to the vendor.
- (2) The administrator may require an applicant, as a condition of issuing a registration certificate, to deposit a bond by way of cash or other security, if the administrator considers that, due to a previous failure of a vendor or class of vendor to comply with this Part, there is a significant risk that the applicant for a registration certificate may not collect or remit taxes under this Part.
- (3) If the administrator requires that a bond be deposited under subsection (2), section 169.42 applies.

Refusal to issue, or suspension or cancellation of, registration certificates

- 169.18** (1) The administrator may refuse to issue a registration certificate to a vendor who
- (a) does not hold a federal, provincial, regional district, municipal or treaty first nation registration, licence or permit otherwise required by law in relation to the provision of a parking right,
 - (b) has failed to deposit a bond required under section 169.17 (2), or
 - (c) has refused or neglected to comply with a provision of, or has committed an offence against, this Part or the regulations.
- (2) The administrator may suspend or cancel a registration certificate issued to a vendor under section 169.17 if
- (a) any of the circumstances described in subsection (1) (a) or (c) exist in respect of the vendor, or
 - (b) the vendor has failed to deposit a bond required under section 169.42.

Tax not to be absorbed by seller

- 169.19** A person who sells a parking right must not directly or indirectly advertise, hold out or state to the public or to any purchaser that the tax or any part of the tax imposed under this Part
- (a) will be assumed or absorbed by the person,
 - (b) will not be considered as an element in the price to the purchaser, or
 - (c) if added, will be refunded.

Seller deemed to be agent of authority

- 169.2** A person who sells parking rights at a retail sale is deemed to be an agent for the authority and as agent must levy and collect tax as required by this Part.

Collection of tax

- 169.21** (1) A person who sells parking rights at a retail sale must collect the tax imposed under section 169.02 (1) at the time the purchase price for the parking right is paid or by the date on which the purchase price for the parking right is payable, whichever is earlier.
- (2) A person who sells parking rights at a retail sale must collect the tax imposed under section 169.02 (3) on the date within the parking period on which the new rate takes effect.
- (3) Subsections (1) and (2) apply whether the purchase price is payable in cash, on terms, by instalments or otherwise.

Tax collected deemed to be held in trust

- 169.22** If a person collects an amount of tax under this Part or collects an amount as if it were tax under this Part,

- (a) the person is deemed to hold the amount in trust for the authority and for payment of the amount to the authority in the manner and at the time required under this Part, and
- (b) the amount collected is deemed to be held separate from and does not form a part of the person's money, assets or estate, whether or not the amount collected has in fact been kept separate and apart from either the person's own money or the assets of the estate of the person who collected the amount.

Deemed payment of tax

169.23 Any money received by a collector in respect of a sale of parking rights in relation to which tax is payable under this Part, up to the full amount of the tax owing, is deemed to be payment of the tax owing by the purchaser under this Part.

Remittance of amounts collected

- 169.24** (1) A person must remit the tax collected under this Part to the administrator at the prescribed times and in the prescribed manner.
- (2) If a person collects an amount as if it were a tax imposed under this Part, the person must remit to the administrator the amount collected at the same time and in the same manner as a tax collected under this Part.

Allowance for collection and remittance of tax

169.25 The authority may make an allowance to vendors for their services in collecting and remitting the tax to the authority.

Certificate required for designated sales

- 169.26** (1) In this section, “**designated sale**” means
- (a) a sale of parking rights by a vendor out of the ordinary course of the vendor's business,
 - (b) a sale of all or substantially all of the parking rights of a vendor,
 - (c) a sale of all or substantially all of the parking sites owned by the vendor, or
 - (d) a sale of an interest in a vendor's business of selling parking rights.
- (2) A vendor must not dispose of the vendor's parking rights through a designated sale without first obtaining a certificate in duplicate from the administrator that all amounts owing under this Part by that vendor have been paid to the authority.
- (3) A person purchasing the vendor's parking rights through a designated sale must obtain from the vendor selling the parking rights the duplicate copy of the certificate obtained under subsection (2).
- (4) If the person purchasing the parking rights fails to obtain the duplicate copy as required by subsection (3), that person is responsible for payment to the authority of all amounts owing under this Part by the vendor selling the parking rights.

Purchaser liable for tax

169.27 The purchaser is liable for, and remains liable for, the tax imposed under this Part until that tax has been collected.

Division 6 – Tax Collection Administration**Inspection and audit powers**

- 169.28** (1) Except as limited by subsection (3), to determine whether this Part and the regulations are being or have been complied with, the administrator may enter at any reasonable time the business premises occupied by a person, the premises where the records of a person are kept or a parking site, in order to do any of the following:
- (a) inspect, audit and examine records;
 - (b) determine the quantities of parking rights sold or offered for sale.
- (2) A person occupying premises or a parking site referred to in subsection (1) must
- (a) produce all records as may be required by the administrator, and
 - (b) answer all questions of the administrator regarding the matters referred to in that subsection.
- (3) The power to enter a place under subsection (1) must not be used to enter a dwelling occupied as a residence without the consent of the occupier except under the authority of a warrant under subsection (4).
- (4) On being satisfied by evidence on oath that there are in a place records or other things for which there are reasonable grounds to believe that they are relevant to the matters referred to in subsection (1), a justice may issue a warrant authorizing a person named in the warrant to enter the place in accordance with the warrant in order to exercise the powers referred to in subsection (1) (a) and (b).
- (5) When required by the administrator, a person must provide to the administrator all records that the administrator considers necessary to determine whether this Part and the regulations are being or have been complied with.
- (6) A person must not
- (a) hinder, molest or interfere with a person doing anything that the person is authorized to do under this section, or
 - (b) prevent or attempt to prevent a person from doing anything that the person is authorized to do under this section.

Estimate of unremitted tax

- 169.29** (1) If a person who is required to file a return for tax under this Part fails to file a return or remit tax as required under this Part, or if the records of a person do not substantiate a person's return for tax, the administrator may make an estimate of the amount of tax that was collected or is required to be remitted by the person and for which the person has not accounted.

- (2) The amount estimated under subsection (1) is deemed to be the amount of tax collected or required to be remitted by the person in respect of whom the estimate is made.
- (3) In making an estimate under this section, the administrator must not consider or include a period longer than 4 years before the date of the first notice of assessment.
- (4) Despite subsection (3), the administrator may enter into a written agreement with a person in which the person waives subsection (3) and allows the administrator, in making an estimate under this section, to consider and include any period specified in the agreement.

Assessment of tax

- 169.3** (1) If it appears from an inspection, audit or examination or from other information available to the administrator that taxes have not been paid or have not been remitted as required under this Part, the administrator must
- (a) calculate, in the manner and by the procedure the administrator considers adequate and expedient, the tax not paid or not remitted, and
 - (b) assess the person liable to pay the tax or remit the tax.
- (2) If it appears from an inspection, audit or examination or from other information available to the administrator that a person has received a refund of an amount under this Part that was in excess of the refund amount that was due to the person, the administrator must make an assessment against the person in an amount equal to the excess amount refunded or deducted and interest on that amount.
- (3) In making an assessment under this section, the administrator must not consider or include a period longer than 4 years before the date of the first notice of assessment.
- (4) Despite subsection (3), in making an assessment under this section, the administrator may consider and include any period if the assessment relates to a contravention of this Part or the regulations involving wilful default or fraud.
- (5) Despite subsection (3), the administrator may enter into a written agreement with a person in which the person waives subsection (3) and allows the administrator, in making an assessment under this section, to consider and include any period specified in the agreement.

Failure to collect taxes

- 169.31** (1) If it appears from an inspection, audit or examination or from other information available to the administrator that an amount of tax imposed under this Part should have been but was not collected, the administrator must impose on the person who should have collected the tax a penalty equal to the amount of the tax that should have been collected and interest on that amount.

- (2) A person who has paid an amount imposed under subsection (1) may, in a court of competent jurisdiction, sue the person who was liable to pay the tax in order to recover the amount paid, and any amount recovered in the action may be retained by the plaintiff as compensation for the amount paid.
- (3) In imposing a penalty under this section, the administrator must not consider or include a period longer than 4 years before the date of the first notice of assessment.
- (4) Despite subsection (3), in imposing a penalty under this section, the administrator may consider and include any period if the penalty is imposed as a result of a contravention of this Part or the regulations involving wilful default or fraud.
- (5) Despite subsection (3), the administrator may enter into a written agreement with a person in which the person waives subsection (3) and allows the administrator, in imposing a penalty under this section, to consider and include any period specified in the agreement.

Penalty for failure to remit or pay taxes

169.32 In addition to any other penalty, the administrator may do any of the following:

- (a) if the administrator is satisfied that a person who collected tax in respect of a parking right wilfully failed to remit the tax on the parking right to the authority as required under this Part, impose on the person a penalty equal to 100% of the amount not remitted;
- (b) in any case other than a case referred to in paragraph (a), if the administrator is satisfied that a person evaded the payment of tax to the authority by wilfully making a false or deceptive statement or by wilful default or fraud, impose on the person a penalty equal to 25% of the amount evaded;
- (c) in any case other than a case referred to in paragraph (a) or (b), if the administrator is satisfied that a person failed to remit or pay any tax to the authority as required under this Part, impose on the person a penalty equal to 10% of the amount not remitted or paid.

Board member's liability

- 169.33** (1) Subject to this section, if a corporation has failed to collect or remit taxes as required under this Part, a board member of that corporation is jointly and severally liable with the corporation to pay an amount equal to the taxes that the corporation failed to collect or remit during the term of the board member, including penalties and interest on that amount.
- (2) A board member is not liable under subsection (1) unless one of the following has occurred:
- (a) the authority has obtained a judgment of a court for the recovery of an amount of taxes that the corporation failed to collect or remit;
 - (b) the corporation has been dissolved or has commenced liquidation or dissolution proceedings in any jurisdiction;

- (c) the corporation has, under the *Bankruptcy and Insolvency Act* (Canada),
 - (i) made an assignment in bankruptcy,
 - (ii) filed a notice of intention to make a proposal with the official receiver, or
 - (iii) made a proposal under Division 1 of Part III of that Act;
 - (d) a receiving order has been made against the corporation under the *Bankruptcy and Insolvency Act* (Canada);
 - (e) an order has been made staying proceedings in respect of the corporation under section 11.02 of the *Companies' Creditors Arrangement Act* (Canada);
 - (f) the corporation has been or is subject in any jurisdiction to a proceeding that is similar in nature to a proceeding referred to in paragraphs (c) to (e).
- (3) A board member is not liable under subsection (1) if the board member exercised the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances to prevent the corporation's failure to collect or remit taxes as required under this Part.

Deemed board member

- 169.34** (1) If the administrator has reason to believe that a person who was not a member of the board of directors of a corporation performed some or all of the functions of a member of the board of directors of the corporation, the administrator may request the person and the corporation to provide to the administrator the records and information required by the administrator to confirm or rebut that belief.
- (2) Subject to subsection (3), the administrator may decide that a person performed some or all of the functions of a member of the board of directors of a corporation if
- (a) the person or the corporation that has been requested to provide records or information to the administrator under subsection (1) fails or refuses to comply with the request within a period of time considered by the administrator to be reasonable in the circumstances, or
 - (b) the records or information provided to the administrator under this section confirm the administrator's belief that the person performed some or all of the functions of a member of the board of directors of the corporation.
- (3) The administrator must not decide under subsection (2) (b) that a person performed some or all of the functions of a member of the board of directors of a corporation if the decision is based solely on
- (a) the person participating in the corporation's management under the direction or control of a shareholder, one or more members of the board of directors or a senior officer of the corporation,

- (b) the person being a lawyer, an accountant or another professional whose primary participation in the management of the corporation was the provision of professional services to the corporation,
 - (c) the corporation being bankrupt and the person being a trustee in bankruptcy who participates in the management of the corporation or exercises control over its property, rights and interests primarily for the purposes of the administration of the bankrupt's estate, or
 - (d) the person being a receiver, receiver manager or secured creditor who participates in the management of the corporation or exercises control over any of its property, rights and interests primarily for the purposes of enforcing a debt obligation of the corporation.
- (4) If the administrator decides under subsection (2) that a person performed some or all of the functions of a member of the board of directors of a corporation, the person is deemed a board member of the corporation for the purposes of this Part for a term that equals the period the person performed those functions.
- (5) Immediately after the administrator makes a decision under subsection (2), the administrator must give written notice to the person to whom the decision relates and the corporation.

Notice of assessment

- 169.35** (1) On making an estimate or assessment under section 169.29, 169.3 or 169.36 or imposing a penalty under section 169.31 or 169.32, the administrator must issue a notice of assessment to the person liable to pay the amount estimated, assessed or imposed.
- (2) Evidence that a notice of assessment under subsection (1) has been issued is proof, in the absence of evidence to the contrary, that the amount estimated, assessed or imposed under this Part is due and owing, and the onus of proving otherwise is on the person liable to pay the amount estimated, assessed or imposed.
- (3) Subject to being amended, changed or varied on appeal or by reassessment, an estimate, assessment or penalty made or imposed under this Part is valid and binding despite any error, defect or omission in the estimate, assessment or penalty or in procedure.

Assessment against board member

- 169.36** (1) If the administrator decides under section 169.33 that a board member is jointly and severally liable with a corporation for an amount, the administrator may assess the board member for
- (a) the amount assessed under section 169.3 or imposed under 169.31 or both against the corporation for the corporation's failure to collect or remit taxes as required during the term of the board member, including penalties and interest on that amount, and

- (b) the amount estimated under section 169.29 as the tax the corporation collected during the term of the board member, including penalties and interest on that amount.
- (2) The administrator must not make an assessment under subsection (1) in respect of the liability of a board member under section 169.33 if
 - (a) the person is no longer a board member of that corporation, and
 - (b) it is more than 2 years after the last date that the person was a board member of that corporation.

Irregularities

169.37 An estimate or assessment made, or a penalty imposed, by the administrator under this Part must not be varied or disallowed by a court because of an irregularity, informality, omission or error on the part of a person in the observation of any directory provision up to the date of the issuing of the notice of assessment.

Interest on amount payable

- 169.38** (1) In addition to any amount payable under this Part, interest, calculated at the rate and in the manner prescribed, is payable on the amount due from the time it was due or a later prescribed time.
- (2) The administrator may assess at any time interest payable under subsection (1).

Division 7 – Appeals**Appeal to board**

- 169.39** (1) An appeal to the chief executive officer lies from a decision of the administrator about any of the following:
- (a) a refund of tax under this Part;
 - (b) a refusal to issue a registration certificate;
 - (c) a suspension or cancellation of a registration certificate;
 - (d) an estimate, assessment or imposition of a penalty under section 169.29, 169.3, 169.31, 169.32, 169.36 or 169.38;
 - (e) a decision of the administrator under section 169.34 (2) (b) or 169.46 (8) (b).
- (2) Written notice of the appeal must be served on the chief executive officer within 90 days after the date on the administrator's notice of the decision.
- (3) The appellant must set out in the notice of appeal a statement of all material facts and the reasons in support of the appeal.
- (4) On receiving the notice of appeal, the chief executive officer must
- (a) consider the matter,

- (b) subject to subsection (5), affirm, amend or change the assessment, decision, estimate, amount imposed or nature of the assessment, and
 - (c) promptly notify the appellant in writing of the result of the appeal.
- (5) If an appeal relates to a matter referred to in subsection (1) (b), the chief executive officer may
 - (a) affirm the decision of the administrator, or
 - (b) direct the administrator to issue a registration certificate to the appellant, subject to section 169.17 (2).

Appeal to court

- 169.4** (1) A decision of the chief executive officer under section 169.39 may be appealed to the Supreme Court by way of a petition proceeding.
- (2) The Supreme Court Civil Rules relating to petition proceedings apply to appeals under this section, but Rule 18-3 of those rules does not apply.
- (3) A petition must be filed in the court registry within 90 days after the date on the chief executive officer's notification of decision.
- (4) Within 14 days after the filing of the petition under subsection (3), the petition must be served on the authority.
- (5) An appeal under this section is a new hearing that is not limited to the evidence and issues that were before the chief executive officer.
- (6) The court may
 - (a) dismiss the appeal,
 - (b) allow the appeal,
 - (c) vary the decision from which the appeal is made, or
 - (d) refer the decision back to the administrator for reconsideration.
- (7) An appeal lies from a decision of the court to the Court of Appeal with leave of a justice of the Court of Appeal.

Pending appeal not to affect tax collection

- 169.41** (1) Neither the giving of a notice of appeal by a person nor a delay in the hearing of an appeal
 - (a) affects the date of payment, the interest or penalties or any liability for payment under this Part in respect of the amount estimated, assessed or imposed that is the subject matter of the appeal, or
 - (b) delays the collection of the amount estimated, assessed or imposed.
- (2) If a decision of the administrator or the chief executive officer is set aside or the amount of an estimate, assessment or penalty is reduced on appeal, the administrator must refund

- (a) the amount or excess amount paid, and
- (b) any additional interest or penalty imposed and paid.

Division 8 – Recovery of Amounts Owing

Administrator may require bond

- 169.42** (1) If a vendor has failed to collect or remit tax in accordance with this Part, the administrator may require the vendor to deposit with the administrator a bond, by way of cash or other security, satisfactory to the administrator.
- (2) The amount of a bond under subsection (1) is to be determined by the administrator, but the bond must not be greater than 6 times the estimated amount of tax that would normally be collected by the vendor each month under this Part.
- (3) If a vendor who has deposited a bond under subsection (1) fails to collect or remit tax in accordance with this Part, the administrator, after giving written notice to the vendor, may apply all or part of the bond to the amount that should have been collected or remitted by the vendor, and to the interest due on that amount under this Part.

Court action to recover amount owing

- 169.43** An amount owing to the authority under this Part may be recovered by action in a court.

Alternate remedies

- 169.44** (1) Remedies available to the authority for the recovery of an amount owing under this Part may be exercised separately, concurrently or cumulatively.
- (2) The liability of a person for the payment of an amount owing under this Part is not affected by a fine or penalty imposed on or paid by the person for contravention of this Part.

Attachment of funds

- 169.45** (1) In this section, “**taxpayer**” means any person who is liable to pay or remit to the authority an amount under this Part.
- (2) If the administrator knows or suspects that a person is or is about to become indebted or liable to make a payment to a taxpayer, the administrator may demand that that person pay to the authority on account of the taxpayer’s liability under this Part all or part of the money otherwise payable to the taxpayer.
- (3) Without limiting subsection (2), if the administrator knows or suspects that a person is about to advance money to or make a payment on behalf of a taxpayer, or make a payment in respect of a negotiable instrument issued by a taxpayer, the administrator may demand that that person pay to the authority on account of the taxpayer’s liability under this Part the money that would otherwise be advanced or paid.

- (4) A demand under this section must be served by
 - (a) personal service,
 - (b) registered mail, or
 - (c) electronic mail or fax.
- (5) If under this section the administrator demands that a person pay to the authority, on account of a taxpayer's liability under this Part, money otherwise payable by that person to the taxpayer as interest, rent, remuneration, a dividend, an annuity or other periodic payment, the demand
 - (a) is applicable to all of those payments to be made by that person to that taxpayer until the liability under this Part is satisfied, and
 - (b) operates to require payments to the authority out of each payment of the amount stipulated by the administrator in the demand.
- (6) Money or a beneficial interest in money in a savings institution
 - (a) on deposit to the credit of a taxpayer at the time a demand is served, or
 - (b) deposited to the credit of a taxpayer after a demand is served

is money for which the savings institution is indebted to the taxpayer within the meaning of this section, but money on deposit or deposited to the credit of a taxpayer as described in paragraph (a) or (b) does not include money on deposit or deposited to the credit of a taxpayer in the taxpayer's capacity as a trustee.
- (7) A demand under this section continues in effect until
 - (a) the demand is satisfied, or
 - (b) 90 days after the demand is served,

whichever is earlier.
- (8) Despite subsection (7), if a demand is made in respect of a periodic payment referred to in subsection (5), the demand continues in effect until it is satisfied unless no periodic payment is made or is liable to be made within 90 days after the demand is served, in which case the demand ceases to have effect at the end of that period.
- (9) Money demanded from a person by the administrator under this section becomes payable
 - (a) as soon as the person is served with the demand, if the person is indebted or liable to make a payment to the taxpayer at the time the demand is served, or
 - (b) as soon as the person becomes indebted or liable to make a payment to the taxpayer, in any other case.
- (10) A person who fails to comply with a demand under subsection (2) or (5) is liable to pay to the authority an amount equal to the amount that the person was required to pay under subsection (2) or (5).

- (11) A person who fails to comply with a demand under subsection (3) is liable to pay to the authority an amount equal to the lesser of
 - (a) the aggregate of the money advanced or paid, and
 - (b) the amount that the person was required to pay under subsection (3).
- (12) The receipt of the administrator for money paid under this section is a sufficient discharge of the original liability to the extent of the payment.
- (13) Money paid by any person to the authority in compliance with a demand under this section is deemed to have been paid by that person to the taxpayer.

Lien**169.46** (1) In this section:

“associated corporation” means a corporation that

- (a) is associated with another corporation within the meaning of section 256 of the *Income Tax Act* (Canada), or
- (b) is determined under subsection (8) to be associated with another corporation for the purposes of this section;

“financing statement” has the same meaning as in the *Personal Property Security Act*;

“proceeds” has the same meaning as in the *Personal Property Security Act*;

“property”, when referring to the property of an associated corporation or a related individual, means property that is used in, or in conjunction with, the business in respect of which the amount referred to in subsection (2) is required to be paid or collected and remitted;

“related individual” has the same meaning as in the *Property Transfer Tax Act*.

- (2) If a person is required to pay or collect and remit an amount under this Part and does not pay or collect and remit that amount, the administrator may register a lien
 - (a) against the real property of
 - (i) the person,
 - (ii) an associated corporation of the person, or
 - (iii) a related individual of the personby registering a certificate of lien in the prescribed form in the appropriate land title office in the same manner that a charge is registered under the *Land Title Act*, and
 - (b) against the personal property of
 - (i) the person,

- (ii) an associated corporation of the person, or
 - (iii) a related individual of the person
- by registering a financing statement in the personal property registry.
- (3) On registration of a certificate of lien against the real property of a person under subsection (2) (a), a lien is created on the real property against which the lien is registered for the amount remaining unpaid, uncollected or unremitted and any related penalty or interest on that amount.
- (4) On registration of a lien against the personal property of a person under subsection (2) (b), a lien is created on the personal property in which the person has a legal or equitable interest for the amount remaining unpaid, uncollected or unremitted, and any related interest and penalty on that amount.
- (5) If a lien results from an estimate under section 169.29 and the estimate is for an amount that is different from the actual amount of the lien as established under subsections (3) and (4) of this section, the administrator may correct the amount by registering a new lien in the revised amount and discharging the original lien, but the new registration is deemed to be registered at the same time as the registration it revises.
- (6) Despite section 169.52, on the written request of a person accompanied by the written consent of a named person, the administrator must disclose in writing whether a lien is registered against the personal or real property of the named person and, if a lien is registered, the amount of the lien and the date of its registration.
- (7) If the administrator believes that one corporation is associated with another corporation within the meaning of section 256 of the *Income Tax Act* (Canada), the administrator may request one or both of the corporations to provide to the administrator the records and information required by the administrator to confirm or rebut that belief.
- (8) The administrator may determine that the corporations are associated corporations for the purposes of this section if
 - (a) a corporation that has been requested to provide records or information to the administrator under subsection (7) fails or refuses to comply with that request within a period of time considered by the administrator to be reasonable in the circumstances, or
 - (b) the records or information provided to the administrator under this section confirm the administrator's belief that the corporations are associated.
- (9) Immediately after a corporation is determined under this section to be associated with a person referred to in subsection (2) (a) (i) and (b) (i), the administrator
 - (a) must notify the corporation of this in writing, and
 - (b) may register a lien under this section against the real and personal property of the corporation.

- (10) The administrator may seize personal property against which a lien is registered under subsection (9) at any time after the registration of the lien, but must not take any action to realize on those assets until the later of
- (a) the date that is 90 days after the date on which the notice required under subsection (9) (a) was sent to the corporation, and
 - (b) if a notice of appeal is served on the chief executive officer in respect of the determination within the time provided by section 169.39 (2), the date on which the chief executive officer upholds the determination under that appeal.
- (11) If, at any time, the administrator becomes convinced that the corporations were not associated within the meaning of the section 256 of the *Income Tax Act* (Canada) at the time that the lien was registered under subsection (9) (b) of this section or if the chief executive officer or a court of competent jurisdiction upholds the corporation's appeal against the administrator's determination on the basis that the corporations were not associated at the time that the lien was registered, the administrator must,
- (a) if the administrator has not realized on any of the assets against which the lien was registered, promptly release the lien, and
 - (b) if the administrator has realized on some or all of the assets against which the lien was registered, promptly release the lien against the remaining assets and pay the proceeds realized from the sale of the realized assets minus any costs or expenses incurred in the sale
 - (i) to the corporation, or
 - (ii) if the administrator considers it appropriate to do so, into the Supreme Court under Rule 10-3 of the Supreme Court Civil Rules.
- (12) The release of the lien under subsection (11) (a) or the release of the lien and payment of the applicable net sale proceeds under subsection (11) (b) is deemed to be full satisfaction of all claims any person, including the corporation, might have arising out of or in any way connected with the determination made under subsection (8), the registration of the lien or the seizure or sale of any or all of the assets against which the lien was registered.

Responsibility of person having control of property

- 169.47** (1) This section applies to a person who, as assignee, liquidator, administrator, receiver, receiver manager, trustee, secured party as defined in the *Personal Property Security Act* or similar person, other than a trustee appointed under the *Bankruptcy and Insolvency Act* (Canada), takes control or possession of the property of a person who has collected or is required to collect tax under this Part.
- (2) Before distributing the property referred to in subsection (1), or the proceeds from the realization of it, a person to whom this section applies must obtain from the administrator a certificate that the amount that constituted a lien registered

under section 169.46 (2) has been paid or that security acceptable to the administrator has been given.

- (3) If a person to whom this section applies distributes the property referred to in subsection (1), or the proceeds from the realization of it, without having obtained the certificate required by subsection (2), the person is personally liable to the authority for an amount equal to the amount required to be paid to obtain the certificate.

Notice of enforcement proceedings

- 169.48** (1) Before taking proceedings for the recovery of an amount owing to the authority under this Part, the administrator must give to the person who owes the amount notice of the administrator's intention to enforce payment.
- (2) Failure to give notice under subsection (1) does not affect the validity of proceedings taken for the recovery of an amount owing under this Part.

Limitation period

- 169.49** (1) In this section, "**proceeding**" means
- (a) an action for the recovery of an amount owing to the authority,
 - (b) the making of a demand, and
 - (c) the registration or enforcement of a lien
- under this Part.
- (2) A proceeding may be commenced at any time within 7 years after the date of an assessment of the amount claimed in the proceeding.
- (3) Despite subsection (2), a proceeding that relates to a contravention of this Part or the regulations and that involves wilful default or fraud may be commenced at any time.

Application for injunction

- 169.5** The administrator may apply to the Supreme Court for an injunction ordering a person who sells or offers to sell a parking right to cease selling or offering to sell a parking right until the person complies with this Part and the regulations and the person's obligations under this Part are fulfilled.

Division 9 – General

Appointment of administrator

- 169.51** The board may appoint an employee of the authority as administrator for the purpose of administering this Part.

Confidentiality

- 169.52** (1) A person who has custody of or control over information or records under this Part must not disclose the information or records to any other person except as follows:
- (a) in the course of administering or enforcing this Part;
 - (b) in court proceedings relating to this Part;
 - (c) as provided in, or ordered under, section 239 or 242 of the *Family Law Act* or section 8.2 or 9 of the *Family Maintenance Enforcement Act*;
 - (d) under an agreement that
 - (i) is between the authority and the government,
 - (ii) relates to the administration or enforcement of this Part, and
 - (iii) provides for the disclosure of information and records to and the exchange of similar information and records with the government;
 - (e) under an agreement that
 - (i) is between the authority and the government of Canada or the government of another province of Canada,
 - (ii) relates to the administration or enforcement of this Part or another taxation enactment, and
 - (iii) provides for the disclosure of information and records to and the exchange of similar information and records with that government;
 - (f) for the purpose of compiling statistical information by the government or the government of Canada.
- (2) Despite subsection (1), a person to whom information or records are disclosed under an agreement referred to in subsection (1) (d) may disclose the information or records to any other person as follows:
- (a) in the course of administering or enforcing another taxation Act;
 - (b) in court proceedings relating to another taxation Act.
- (3) [Repealed 2018-44-6.]

Demand for information

- 169.53** (1) For any purpose related to the administration or enforcement of this Part or the regulations, the administrator may, by demand notice, require from any person
- (a) a return,
 - (b) any information or additional information,
 - (c) the production of any records, or
 - (d) a written statement.
- (2) A demand notice under subsection (1)
- (a) must be served by personal service, registered mail, electronic mail or fax,

- (b) must specify a reasonable time by which the person must comply with the demand notice, and
 - (c) in relation to a requirement under subsection (1) (d), may require the written statement to be made by way of affidavit or statutory declaration.
- (3) A person on whom a demand notice is served under this section must comply with the notice within the time specified in the notice.
- (4) An affidavit by the administrator in which are stated the facts necessary to establish
 - (a) compliance by the administrator with this section, or
 - (b) default by a person on whom a demand was made under this sectionmust be admitted as evidence in any court and is proof, in the absence of evidence to the contrary, of the facts stated.

Service of notices

- 169.54** (1) If service of a notice or other document by the administrator is required or authorized under this Part, the notice or document is conclusively deemed to have been served if
- (a) served on the person,
 - (b) sent by registered mail to the last known address of the person according to the records of the administrator, or
 - (c) sent by electronic mail or fax to the last known electronic mail address or fax number of the person according to the records of the administrator.
- (2) If service of a notice or other document on the authority is required or authorized under this Part, the notice or document is conclusively deemed to have been served if delivered to the authority's head office.
- (3) If service under subsection (1) is by registered mail, electronic mail or fax, the notice or document is conclusively deemed to have been served when sent.
- (4) If a person carries on business under a name or style other than the person's own name, the notice or document may be addressed to the name or style under which the person carries on business and, in the case of personal service, is deemed to have been validly served if it was left with an adult employed at the place of business of the addressee.
- (5) If persons carry on business in partnership, the notice or document may be addressed to the partnership name and, in the case of personal service, is deemed to have been validly served if it was served on one of the partners or left with an adult employed at the place of business of the partnership.
- (6) In the case of personal service, a notice or document is deemed to have been validly served
- (a) on a corporation, if it was delivered to any member of the board of directors, senior officer, liquidator or receiver manager of the corporation, and

- (b) on an extraprovincial corporation, if it was delivered to a person referred to in paragraph (a) or to an attorney for the extraprovincial corporation.
- (7) Proof of the receipt by a person of any notice or document may be established in any court by showing that the notice or document was served or sent in a manner provided in this section, and the burden of proof is on the person seeking to establish the fact that the notice or document was not received by the person.
- (8) In a prosecution or any proceeding for any matter arising under this Part, the facts necessary to establish compliance on the part of the administrator with this section may be sufficiently proved in any court by the production of an affidavit of the administrator setting out the facts.

Division 10 – Offences and Penalties

Offences and penalties

- 169.55** (1) A person who contravenes section 169.52 [*confidentiality*] commits an offence and is liable to a fine of not more than \$2 000.
- (2) A person who does any of the following commits an offence:
- (a) makes, or participates in, assents to or acquiesces in the making of, a false or deceptive statement in an application, return, or other document required to be submitted or made under this Part;
 - (b) destroys, alters, mutilates, hides or otherwise disposes of a record of a vendor to evade remittance of tax the person has collected;
 - (c) makes, or participates in, assents to or acquiesces in the making of, a false or deceptive entry in a record of a purchaser or vendor related to an amount to be paid to the authority under this Part;
 - (d) omits, or participates in, assents to or acquiesces in the omission of, a material particular in a record of a purchaser or vendor related to an amount to be paid to the authority under this Part;
 - (e) refuses to produce a record, or hinders, molests or interferes with an inspection, audit or examination or prevents or attempts to prevent a person from carrying out an inspection, audit or examination under this Part;
 - (f) wilfully, in any manner, fails to comply with this Part or the regulations;
 - (g) wilfully, in any manner, evades or attempts to evade compliance with this Part or the regulations or remittance or payment of an amount payable to the authority under this Part;
 - (h) conspires with any person to do anything described in paragraphs (a) to (g).
- (3) A person who commits an offence under subsection (2) is liable
- (a) to a fine of not more than \$10 000 or to imprisonment for not more than 2 years or to both fine and imprisonment, and

(b) in addition, to a fine equal to the amount of any tax not collected, remitted or paid.

- (4) In a prosecution under subsection (2), a certificate signed by the administrator stating the amount of tax referred to in subsection (3) (b) is evidence of the amount of tax referred to in subsection (3) (b).

Onus of proof

169.56 In a prosecution for failure to collect, remit or pay an amount under this Part, the onus is on the accused to prove that the amount was collected by the accused or was paid or remitted, as the case may be, to the authority.

Evidence – notice of assessment

169.57 In a prosecution, a notice of assessment issued under this Part is evidence that the amount stated in the notice of assessment is due and owing.

Offence by corporation

169.58 If a corporation commits an offence under this Part, an employee, officer, board member or agent of the corporation who authorized, permitted or acquiesced in the offence also commits that offence, whether or not the corporation is prosecuted or convicted.

Time limit on prosecution

169.59 The time limit for laying an information for an offence under this Part is 6 years after the date that the facts on which the information is based arose.

Division 11 – Regulations

General regulation powers

- 169.6**
- (1) Without limiting section 46 (1), the Lieutenant Governor in Council may make regulations respecting any matter for which regulations are contemplated by this Part.
 - (2) The authority to make regulations under another provision of this Part does not limit subsection (1) or section 46 (1).
 - (3) The Lieutenant Governor in Council may make regulations as follows:
 - (a) defining a word or expression used but not defined in this Part;
 - (b) providing for exemptions from one or more provisions of this Part, including, without limitation, regulations doing one or more of the following:
 - (i) providing a full or partial exemption from the payment of tax under a provision of this Part;
 - (ii) establishing circumstances in which an exemption applies;

- (iii) setting conditions of, or limitations on, the application of an exemption;
 - (c) prescribing parking sites or classes of parking sites for the purposes of section 169.07 (b), subject to the terms and conditions the Lieutenant Governor in Council specifies;
 - (d) prescribing one or more classes of persons for the purposes of section 169.07 (c), subject to the terms and conditions the Lieutenant Governor in Council specifies;
 - (e) for the purposes of section 169.1 [*refunds authorized or required under the regulations*], providing for a refund of all or part of tax paid under this Part, including, without limitation, regulations doing one or more of the following:
 - (i) permitting or requiring the payment of a refund to a person or a class of persons;
 - (ii) establishing circumstances in which a refund may or must be paid;
 - (iii) setting conditions of, or limitations on, the payment of a refund;
 - (f) respecting the manner of payment, collection or remittance of tax under this Part, the filing of returns for the payment, collection or remittance of tax under this Part, and any other conditions or requirements affecting the payment, collection or remittance of tax under this Part;
 - (g) respecting records to be kept by vendors in respect of sales of parking rights;
 - (h) requiring a vendor to provide prescribed information to a purchaser of a parking right in prescribed circumstances;
 - (i) respecting the duties of vendors;
 - (j) respecting interest rates and the manner of calculating interest for the purposes of this Part;
 - (k) respecting the payment of interest by the authority on an amount owing by the authority under this Part, and respecting the interest rates and the manner of calculating that interest.
- (4) In making a regulation under this Part, the Lieutenant Governor in Council may do one or more of the following:
- (a) delegate a matter to a person;
 - (b) confer a discretion on a person;
 - (c) make different regulations for different persons, parking rights, places, things or transactions, or classes of persons, parking rights, places, things or transactions;
 - (d) establish or define classes of persons, parking rights, places, things or transactions.

- (5) A regulation made before July 1, 2011 under this Division may be made retroactive to July 1, 2010 or a later date, and if made retroactive is deemed to have come into force on the specified date.

Regulations specifying tax for coin-operated purchases

- 169.61** Despite any other section in this Part, if the purchase price for a parking right that is taxable under this Part is to be paid by coin or other legal tender because of the equipment by or through which the purchase is made, the Lieutenant Governor in Council may, by regulation, specify the amount of tax payable on the purchase in an amount that is equal to or less than the amount that would otherwise be payable under this Part.

Division 12 – Transitional Provisions

Continuation of bylaw setting rate of tax

- 169.62** Subject to the authority passing a bylaw under section 30.1 setting a rate of tax payable under Part 7.1 that takes effect on July 1, 2010, a bylaw under section 30.1 that is in effect on June 30, 2010 is continued.

Application of section 169.02

- 169.63** (1) Tax is payable by a purchaser under section 169.02 (1) in respect of a parking right if a portion of the purchase price of the parking right becomes due on or after July 1, 2010 and is not paid before July 1, 2010.
- (2) [Repealed 2018-44-9.]
- (3) If tax is payable under section 169.02 (1) by reason of subsection (1) of this section, for the purpose of calculating the tax payable under section 169.02 (1), the purchase price of the parking right is deemed to be the portion of the purchase price of the parking right that is not paid before July 1, 2010 and becomes due on or after July 1, 2010.
- (4) [Repealed 2018-44-9.]

- 169.64** [Repealed 1998-30-169.64 (3).]

- 169.65** [Repealed 1998-30-169.65 (4).]

PART 8 – DIRECTORS

Definitions

- 170** In this Part:

“**appointed director**” means an individual who is appointed or reappointed as a director under this Part but does not include a statutory director or a minister-appointed director;

“eligible individual” means an individual who

- (a) is not an employee, director or officer of the authority or of any of its subsidiaries,
- (b) is not, and has never been, a commissioner or a deputy commissioner,
- (c) does not hold elected public office of any type, and
- (d) is not an employee of the government or of a municipality, regional district, trust council or greater board;

“GVTA directors” means the individuals who, on the coming into force of this section, are the directors of the authority;

“minister-appointed director” means an individual appointed or reappointed as a director of the authority under section 171 (1.1);

“statutory director” means an individual who, under section 171 (3), is a director of the authority.

Directors of the authority

- 171** (1) The board is to consist of
- (a) the GVTA directors, until their term of office expires under section 178 (2),
 - (b) after that and before the coming into force of subsection (3) of this section, 9 qualified individuals appointed as directors of the authority in accordance with this Part, and
 - (c) after that,
 - (i) 7 qualified individuals appointed as directors of the authority in accordance with this Part,
 - (ii) the statutory directors, and
 - (iii) no more than 2 minister-appointed directors appointed under subsection (1.1).
- (1.1) The minister may appoint directors for the purposes of subsection (1) (c) (iii) and may reappoint a minister-appointed director provided that the minister-appointed director does not hold office for more than 6 consecutive years.
- (2) An appointed director may be reappointed as a director of the authority, but must not hold office for more than 6 consecutive years.
- (3) An individual who is the chair or vice chair of the mayors’ council on regional transportation is a director of the authority if the individual
- (a) consents to act as a director of the authority, and
 - (b) has never
 - (i) been removed from the board under section 183 or 187, or
 - (ii) resigned as a director of the authority.

- (4) A statutory director is a director of the authority from the date that his or her written consent to act as a director of the authority is provided to any director or officer of the authority until the earlier of
- (a) the date on which he or she resigns or is removed as a director, and
 - (b) the date on which he or she ceases to be a chair or vice chair of the mayors' council on regional transportation.
- (5) An act or a proceeding of the directors of the authority is not invalid merely because fewer than the number of directors required by subsection (1) are in office or in attendance.

Screening panel

- 172** (1) On or before June 30 of each year,
- (a) the minister must appoint one eligible individual,
 - (b) the mayors' council on regional transportation must appoint one eligible individual,
 - (c) the board of the Organization of Chartered Professional Accountants of British Columbia must appoint one eligible individual,
 - (d) the board of directors of the Vancouver Board of Trade must appoint one eligible individual, and
 - (e) the Greater Vancouver Gateway Society must appoint one eligible individual,
- and the persons appointed under this subsection constitute a screening panel for the year in which the appointments are made.
- (2) If a member of a screening panel, other than the 2007 screening panel, dies or resigns before his or her appointment is terminated under section 181 (3), the remaining members of the screening panel must, within 30 days, appoint an eligible individual as a replacement member.
- (3) No act or proceeding of the screening panel is invalid merely because the composition of the screening panel does not accord with this section.

Conflicts of interest for members of screening panel

- 173** (1) Subject to subsection (2), a member of a screening panel
- (a) must not, directly or indirectly, have a significant beneficial interest in an operation, whether that operation is for profit or not, or in a person, or in a share, stock, bond, debenture or other security of a person, that
 - (i) owns or manages the operation of one or more commercial passenger vehicles or directly or indirectly has a significant beneficial interest in a person who owns or manages the operation of one or more commercial passenger vehicles,
 - (ii) provides, or directly or indirectly has a significant beneficial interest in a person who provides, independent transit services, or

- (iii) provides parking services in the transportation service region or directly or indirectly has a significant beneficial interest in a person who provides parking services in the transportation service region,
 - (b) must not, directly or indirectly, have a significant beneficial interest in a device, appliance, machine, article, patent or patented process, or a part of it, that is material to the provision of transportation services in the transportation service region, or
 - (c) must not, directly or indirectly, have a significant beneficial interest in a contract for the provision of transportation services, including, without limitation, independent transit services, in the transportation service region.
- (2) If a member of a screening panel has a beneficial interest in a publicly held mutual fund or pension fund that contains any of the investments referred to in subsection (1) (a), he or she is not, merely because of that interest, in breach of this Act, unless those investments make up more than 30% of the total mutual fund or pension fund holdings.

Support for screening panel

- 174** (1) This section does not apply to the 2007 screening panel.
- (2) Subject to this Part, the authority must
- (a) provide the support services required by each screening panel for its meetings, including, without limitation,
 - (i) reasonably furnished facilities of a reasonable size at which meetings of the screening panel may be held,
 - (ii) staff for recording the proceedings and providing such assistance to the members of the screening panel as may be necessary,
 - (iii) materials necessary for the conduct of the meetings, and
 - (iv) services required for filing, keeping, maintaining and making available the screening panel's records,
 - (b) provide to the screening panel the funding necessary for it to satisfy its financial requirements in the fiscal year in which it is appointed, including any funding necessary for it to retain professional recruitment services, to a maximum amount to be paid in that fiscal year under this paragraph of
 - (i) \$50 000, or
 - (ii) any greater amount approved by resolution of the board, and
 - (c) provide reimbursement and remuneration to the members of the screening panel in accordance with subsections (3) and (4).
- (3) The following apply to each individual who is a member of a screening panel in any fiscal year:
- (a) the member is entitled to be reimbursed by the authority for actual reasonable expenses necessarily incurred in performing his or her duties

under section 176 or under sections 179 and 181, as the case may be, in that fiscal year;

- (b) the member is entitled to remuneration from the authority in the amount of
 - (i) \$5 000, or
 - (ii) any greater amount approved by resolution of the board,for the performance of his or her duties under section 176 or under sections 179 and 181, as the case may be, in that fiscal year.

- (4) In addition to the reimbursement and remuneration payable by the authority under subsection (3), the authority must, at the end of the term of the screening panel, provide to the individual who had been appointed as the chair of the screening panel, an honorarium of
 - (a) \$5 000, or
 - (b) any greater amount that is approved by resolution of the board.

Procedures of screening panel

- 175** (1) The members of the screening panel must appoint one of their number as chair.
- (2) Subject to this Part, each screening panel may establish its own procedures.

Role of first screening panel

- 176** (1) The 2007 screening panel is deemed to be a duly authorized and properly constituted screening panel for all purposes of this Act.
- (2) The 2007 screening panel must provide to the mayors' council on regional transportation a list of at least 15 qualified individuals to be considered for appointment as directors of the authority.
- (3) Promptly after performing its duties under subsection (2), the 2007 screening panel must,
 - (a) recommend the remuneration to which a director of the authority is entitled and the terms on which it is to be paid, and
 - (b) provide to the authority all of the 2007 screening panel's records.
- (4) After the 2007 screening panel has performed its duties under subsections (2) and (3), the appointments of the members of the 2007 screening panel are terminated in accordance with the terms of the contracts referred to in the definition of "2007 screening panel" and, with that termination, the 2007 screening panel is disestablished.

Mayors' council on regional transportation to appoint first 9 directors

- 177** (1) The mayors' council on regional transportation must, on or before December 31, 2007, appoint as directors of the authority 9 of the nominees named in the list provided to them under section 176 (2) as follows:

- (a) three nominees to sit as directors of the authority for a term expiring at the end of the day on December 31, 2008;
 - (b) three nominees to sit as directors of the authority for a term expiring at the end of the day on December 31, 2009;
 - (c) three nominees to sit as directors of the authority for a term expiring at the end of the day on December 31, 2010.
- (2) For the purpose of making appointments under this section, each member of the mayors' council on regional transportation has one vote.
- (3) Subject to section 178 (1), if the mayors' council on regional transportation appoints nominees referred to in subsection (1) of this section as directors of the authority, those appointees take office as directors of the authority for the terms provided for them in those appointments.
- (4) If, despite subsection (1), the mayors' council on regional transportation appoints none or fewer than 3 of the nominees as directors of the authority within the time required, the nominees named in the list referred to in section 176 (2) are appointed as directors of the authority as follows:
 - (a) if, within the time required under subsection (1) of this section, the mayors' council on regional transportation appoints as directors of the authority 2 of the nominees named in the list referred to in section 176 (2), the first nominee on that list who is not a nominee appointed by the mayors' council on regional transportation is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2008;
 - (b) if, within the time required under subsection (1) of this section, the mayors' council on regional transportation appoints as a director of the authority one of the nominees named in the list referred to in section 176 (2),
 - (i) the first nominee on that list who is not a nominee appointed by the mayors' council on regional transportation is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2009, and
 - (ii) the 2nd nominee on that list who is not a nominee appointed by the mayors' council on regional transportation is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2008;
 - (c) if, within the time required under subsection (1) of this section, the mayors' council on regional transportation does not appoint as directors of the authority any of the nominees named in the list referred to in section 176 (2),
 - (i) the first nominee on that list is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2010,

- (ii) the 2nd nominee on that list is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2009, and
- (iii) the 3rd nominee on that list is deemed to be appointed as a director of the authority for a term expiring at the end of the day on December 31, 2008.

**When first board of South Coast British Columbia
Transportation Authority assumes office**

- 178**
- (1) The individuals appointed as directors of the authority under section 177 take office as directors of the authority at the beginning of the day on January 1, 2008.
 - (2) The term of office of the GVTA directors expires at the end of the day on December 31, 2007.

Subsequent directors

- 179**
- (1) On or before September 15 of each year after 2007, the screening panel appointed in that year must provide to the mayors' council on regional transportation a list of at least 5 qualified individuals to be considered for appointment as directors of the authority.
 - (2) Subject to subsection (2.1), the mayors' council on regional transportation must, within 45 days after receiving the list referred to in subsection (1), appoint 3 of those nominees as directors of the authority.
 - (2.1) The mayors' council on regional transportation must not make an appointment under subsection (2) if the appointment would result in there being more appointed directors than is permitted under section 171 (1) (c) (i).
 - (3) For the purpose of making appointments under this section, each member of the mayors' council on regional transportation has one vote.
 - (4) If the mayors' council on regional transportation appoints any of the nominees referred to in subsection (1) as directors of the authority, those appointees hold office as directors of the authority in accordance with subsection (5), but if, despite subsection (2), the number of appointed directors of the authority in the following year will, without this subsection, be less than 3, the following appointments are made:
 - (a) if the number of appointed directors of the authority in the following year will be zero, the first 3 nominees named on the list referred to in subsection (1) are appointed as directors of the authority;
 - (b) if the number of appointed directors of the authority in the following year will be one, the first 2 nominees named on the list referred to in subsection (1) who are not nominees appointed by the mayors' council on regional transportation are appointed as directors of the authority;

- (c) if the number of appointed directors of the authority in the following year will be 2, the first nominee named on the list referred to in subsection (1) who is not a nominee appointed by the mayors' council on regional transportation is appointed as a director of the authority.
- (5) The individuals appointed as directors of the authority under subsection (2) or (4) in a fiscal year hold office as directors of the authority from the beginning of the day on January 1 of the following fiscal year to the end of the day on the 3rd December 31 following the beginning of the directors' terms.

Considerations of screening panel

- 180**
- (1) In selecting the individuals to be nominated under section 179 (1), the screening panel must, after considering the skills and experience profile set out in the articles of the authority, nominate individuals who the screening panel determines are qualified individuals holding the skills and experience needed to oversee the operation of the authority in an efficient and cost effective manner.
 - (2) When varying a recommendation under section 181 (1) (a), a screening panel must take into consideration the remuneration that is appropriate given all of the following:
 - (a) the services provided by the directors to the authority and the time and attention the directors are required to devote for that purpose;
 - (b) the remuneration provided to individuals who, in organizations in Canada that are of a similar size and scope to the authority, provide services or hold positions similar to the directors of the authority.

Duties of screening panel

- 181**
- (1) Subject to subsection (1.1), promptly after performing its duties under section 179 (1), and, in any event, on or before September 15 of the year in which it is established, a screening panel appointed after 2007
 - (a) may vary a recommendation made by a previous screening panel respecting the remuneration to which a director of the authority is entitled and the terms on which it is to be paid, and
 - (b) must provide to the authority all of the screening panel's records and to the mayors' council on regional transportation the screening panel's records on recommended director remuneration.
 - (1.1) A screening panel may not make a variation under subsection (1) (a) to provide for remuneration that is greater than the remuneration that public sector employers in British Columbia provide to individuals who provide services or hold positions similar to directors of the authority.
 - (2) The mayors' council on regional transportation may extend the date referred to in subsection (1) if requested to do so by the screening panel.

- (3) After the screening panel has performed its duties under section 179 (1) and subsection (1) (b) of this section, the appointments of the members of the screening panel are terminated and the screening panel is disestablished.

Recommendations and orders for remuneration

- 182** In making recommendations under section 176 (3) or variations under section 181 (1) (a) respecting the remuneration to which a director of the authority is entitled and the terms on which the remuneration is to be paid, the screening panel may make recommendations or orders, as the case may be, providing for different remuneration for persons participating in different capacities within the board, including, without limitation, as chair of the board, as chair of a committee of directors of the authority and as chair of any meeting of the board or a committee of directors of the authority, and in different situations relating to the board or the authority, including, without limitation, for participation on committees of directors of the authority or advisory committees.

Conflicts of interest for directors

- 183** (1) Subject to subsection (6), a director of the authority who, in any way, directly or indirectly, has
- (a) a significant beneficial interest in an operation, whether that operation is for profit or not, or in a person, or in a share, stock, bond, debenture or other security of a person, that
 - (i) owns or manages the operation of one or more commercial passenger vehicles or directly or indirectly has a significant beneficial interest in a person who owns or manages the operation of one or more commercial passenger vehicles,
 - (ii) provides, or directly or indirectly has a significant beneficial interest in a person who provides, independent transit services, or
 - (iii) provides parking services in the transportation service region or directly or indirectly has a significant beneficial interest in a person who provides parking services in the transportation service region,
 - (b) a significant beneficial interest in a device, appliance, machine, article, patent or patented process, or a part of it, that is material to the provision of transportation services in the transportation service region, or
 - (c) a significant beneficial interest in
 - (i) a contract for the provision of transportation services, including, without limitation, independent transit services, in the transportation service region, or
 - (ii) any contract, other than an indemnity referred to in section 189 or a contract of insurance referred to in section 189, to which the authority or a subsidiary is a party
- must disclose the nature and extent of the interest.

- (2) The disclosure required of a director of the authority under subsection (1) must be made
 - (a) promptly after he or she becomes aware that he or she has an interest under subsection (1), and
 - (b) by a record
 - (i) the original of which is deposited in the authority's head office, and
 - (ii) a copy of which is provided to each of the other directors.
- (3) A director of the authority who has an interest described in subsection (1) must,
 - (a) if the director has an interest described in subsection (1) (a) or (c) (i),
 - (i) immediately after becoming aware of that fact, refrain, until he or she has complied with subparagraph (ii) (A) of this paragraph, from
 - (A) exercising any of his or her powers or duties under this Act, including, without limitation, participating in or voting at any meeting of the directors of the authority or of a committee of the directors of the authority,
 - (B) communicating to any of the other directors of the authority in relation to the matter in relation to which the interest exists, and
 - (C) influencing in any way a decision or action to be made by the authority in relation to the matter in relation to which the interest exists, and
 - (ii) promptly after becoming aware of that fact,
 - (A) eliminate the circumstances that resulted in him or her having that interest, or
 - (B) resign as director of the authority, or
 - (b) if the director has an interest described in subsection (1) (b) or (c) (ii), immediately after becoming aware of that fact, refrain from
 - (i) participating in or voting at any meeting of the directors of the authority or of a committee of the directors of the authority in relation to the matter in relation to which the interest exists,
 - (ii) communicating to any of the other directors of the authority in relation to the matter in relation to which the interest exists, and
 - (iii) influencing in any way a decision or action to be made by the authority in relation to the matter in relation to which the interest exists.
- (4) If a director of the authority has an interest described in subsection (1) (a) or (c) (i) and does not comply with subsection (3) (a) (ii) within 3 months after becoming aware of having that interest, the other directors of the authority must remove that director from office.
- (5) The use or purchase in the transportation service region by a director of the authority, for personal or domestic purposes, of parking services or a means of

conveyance is not a contravention of this section and does not disqualify the director from acting under this Act.

- (6) A director of the authority who has a beneficial interest in a publicly held mutual fund or pension fund that contains any of the investments referred to in subsection (1) (a) is not, merely because of that interest,
 - (a) required to disclose that interest under subsection (1), and
 - (b) subject to subsection (3) or (4),unless those investments make up more than 30% of the total mutual fund or pension fund holdings.
- (7) Without limiting any provision of this section and despite section 2 (2), section 124 (1) and (2) of the *Business Corporations Act* applies to the authority.

Directors' remuneration

- 184** The directors of the authority are entitled to remuneration in accordance with the articles of the authority.

Articles

- 185**
- (1) The first board of directors appointed under this Part must, within 120 days after taking office, amend the articles of the authority to
 - (a) include a skills and experience profile to set out the skills and experience that must be represented on the board, and
 - (b) include the details set out in the recommendations of the 2007 screening panel under section 176 (3) (a) respecting the remuneration to which a director of the authority is entitled and the terms on which it is to be paid.
 - (2) The board must not amend the articles to revise the details included in the articles under subsection (1) (b) of this section respecting remuneration, unless
 - (a) a screening panel makes a variation under section 181 (1) (a), and
 - (b) the mayors' council on regional transportation, within 30 days of the date the variation referred to in paragraph (a) is made, approves the variation.
 - (2.1) The mayors' council on regional transportation may, by resolution, approve or reject a variation for the purposes of subsection (2).
 - (2.2) For the purposes of a resolution under subsection (2.1), each member of the mayors' council on regional transportation has one vote, except that the chair and vice chair may not vote.
 - (2.3) The board must amend the articles to reflect the details set out in a variation made under section 181 (1) (a) if the mayors' council on regional transportation has approved the variation.
 - (3) Subject to subsection (2) of this section, the board may amend the articles from time to time.

- (4) At least 30 days before a replacement of or an amendment to the articles is to take effect, the board must publish the proposed replacement articles or amendment
 - (a) on the authority's website in such a manner that the proposed replacement articles or amendment can be accessed without charge by any member of the public wishing to access the proposed replacement articles or amendment, and
 - (b) in another manner that the board is satisfied will bring the proposed replacement articles or amendment to the attention of the public in the transportation service region.
- (5) Promptly after the 30 day period referred to in subsection (4) has expired, the authority must
 - (a) deposit the published proposed replacement articles or amendment in the authority's head office, and
 - (b) indicate on that record the date and time of its deposit, and the replacement articles or amendment takes effect on that deposit.

Factors to be considered in appointments

- 186** When appointing directors of the authority under this Part, the mayors' council on regional transportation must,
- (a) in appointing the first board of directors to be appointed under this Part, endeavour to select appointees in such a manner that the directors of the authority are qualified individuals who, as a group, hold all of the skills and experience needed to oversee the operation of the authority in an efficient and cost-effective manner, and
 - (b) in appointing subsequent directors of the authority, endeavour to select appointees in such a manner that the appointed directors of the authority are qualified individuals who, as a group, hold all of the skills, and all of the experience, identified in the current skills and experience profile set out in the articles of the authority.

Removal of directors

- 187** A director of the authority, other than a GVTA director, is removed as, and ceases to be, a director of the authority on the passing of a resolution to that effect by all of the remaining directors of the authority.

Replacement of directors

- 188** (1) If an appointed director of the authority dies, resigns or is removed, the remaining directors of the authority must, within 90 days, appoint as a replacement director a qualified individual whose appointment accords with the requirements of section 186.
- (2) A replacement director appointed under this section holds office until the end of the term of office of the replaced director.

Indemnification

- 189** (1) The authority may indemnify a person who is a director or former director of the authority, and the person's heirs and personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by the person, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which the person is made a party because of being or having been a director of the authority, including an action brought by the authority, if
- (a) the person acted honestly and in good faith with a view to the best interests of the authority, and
 - (b) in the case of a criminal or administrative action or proceeding, the person had reasonable grounds for believing that the person's conduct was lawful.
- (2) The authority may purchase and maintain insurance for the benefit of a person referred to in this section against any liability incurred by the person as a director of the authority.

Responsibilities of the board

- 190** (1) The board must appoint, from among its directors, a chair of the board for a term expiring on the earlier of
- (a) the effective date of his or her resignation, and
 - (b) the end of the day on the date on which the chair's term of office as a director of the authority expires.
- (2) The board must appoint a chief executive officer of the authority and, subject to sections 11 and 190.1, must establish his or her terms and conditions of employment.
- (3) The board must supervise the management of the affairs of the authority and may, unless otherwise provided in this Act, by resolution,
- (a) exercise the powers and duties of the authority and the powers and duties conferred on the board under this Act,
 - (b) establish a plan of organization to carry out the powers and duties of the authority,
 - (c) delegate to a person employed by the authority or to a subsidiary the exercise of a power of the authority, other than a power described in section 5, 6 (2) (a), (b) or (c), (3), (4) or (5) (a) or (b), 17, 18, 19, 22, 24, 25, 27.1, 28, 29, 29.1, 30.1 or 46 (4) or in Part 7,
 - (d) delegate a duty of the authority to
 - (i) a person employed by the authority,
 - (ii) a subsidiary, or
 - (iii) a contractor of the authority,

- (e) establish committees of directors of the authority and delegate to those committees the powers and duties of the board, except
 - (i) the power to appoint a chair,
 - (ii) the power to appoint a chief executive officer, or
 - (iii) the power to delegate a power of the board,
 - (f) establish rules of procedure for the conduct of meetings of, and rules of conduct for,
 - (i) the board,
 - (ii) the authority,
 - (iii) any committee of directors established by the board, and
 - (iv) any advisory committee appointed under section 6 (2) (e), and
 - (g) subject to section 15 (7) of this Act,
 - (i) establish subsidiaries under the *Business Corporations Act*, or acquire subsidiaries, to carry out the authority's purpose and responsibilities,
 - (ii) appoint the boards and chairs of those subsidiaries,
 - (iii) establish rules of conduct for the boards of those subsidiaries, and
 - (iv) review and approve the annual operating budgets of those subsidiaries.
 - (h) [Repealed 2007-41-39.]
- (4) A resolution of the directors of the authority, if approved by the required number of directors by telex, telegraph, facsimile or other electronic transmission, telephone or any other similar means of communication and confirmed in writing or other graphic communication, is as valid and effectual as if it had been passed at a meeting of the directors of the authority properly called and constituted.
- (5) The directors of the authority must publish the location of the authority's head office
- (a) on the authority's website in such a manner that information respecting the location can be accessed without charge by any member of the public wishing to access that information, and
 - (b) in another manner that the directors are satisfied will bring the location of the authority's head office to the attention of the public in the transportation service region.
- (6) No act or proceeding of the directors of the authority is invalid merely because the composition of the board does not accord with this Part.

Executive compensation**190.1** (1) In this section:

“**compensation**” includes any salary, bonus, allowance and benefit provided by the authority for the services of the executive;

“**executive**” means

- (a) an individual who is the chief executive officer or a vice president of the authority or a subsidiary of the authority or who is acting in a similar capacity or performing similar functions in respect of the authority or a subsidiary of the authority, and
- (b) any other person who is performing a role identified by the authority as an executive role.

(2) Subject to subsection (3), the directors

- (a) must, within 4 months after the date this section comes into force, prepare and submit to the mayors’ council on regional transportation an executive compensation plan, and
- (b) may, after that, prepare and submit to the mayors’ council on regional transportation a proposed amendment to an executive compensation plan.

(3) An executive compensation plan for the authority must

- (a) establish the methodology by which compensation for an executive is to be determined, which methodology must result in compensation for the executive that
 - (i) is, subject to subparagraph (ii), not more than the compensation provided to individuals who, in organizations in Canada that are of a similar size and scope to the authority, provide services or hold positions similar to that executive, and
 - (ii) is not greater than the compensation that public sector employers in British Columbia provide to individuals who, in those organizations, provide services or hold positions similar to that executive,
- (b) identify the organizations that are being used as the comparisons for the purposes of paragraph (a), and
- (c) set out the compensation or range of compensation for the executive and the terms on which the compensation is to be provided.

(4) The mayors’ council on regional transportation may, by resolution, approve or reject an executive compensation plan or an amendment to an executive compensation plan.

(5) For the purposes of a resolution under subsection (4), each member of the mayors’ council on regional transportation has one vote.

(6) The authority must not increase compensation for an executive or an executive position other than in accordance with

- (a) an agreement or compensation plan in effect for the executive or the executive position on the date the *South Coast British Columbia Transportation Authority Amendment Act, 2014*, receives First Reading in the Legislative Assembly, or
- (b) the most recent executive compensation plan approved by the mayors' council on regional transportation.

Duties of directors

- 191** (1) A director of the authority, when exercising the powers and performing the functions of a director of the authority must
- (a) act honestly and in good faith with a view to the best interests of the authority,
 - (b) exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances,
 - (c) act in accordance with this Act and the regulations, and
 - (d) subject to paragraphs (a) to (c), act in accordance with the articles of the authority.
- (1.1) Nothing in subsection (1) prevents a statutory director of the authority from providing to the other directors the views of the mayors' council on regional transportation.
- (1.2) Nothing in subsection (1) prevents a minister-appointed director of the authority from providing to other directors the views of government.
- (2) This section is in addition to, and not in derogation of, any enactment or rule of law or equity relating to the duties or liabilities of directors of a corporation.
- (3) No provision in a contract or the articles relieves a director of the authority from
- (a) the duty to act in accordance with this Act and the regulations, or
 - (b) liability that by virtue of any enactment or rule of law or equity would otherwise attach to that director in respect of any negligence, default, breach of duty or breach of trust of which the director may be guilty in relation to the authority.

PART 9 – PLANNING REQUIREMENTS

Definitions

- 192** In this Part:

- “**applicable year**”, in relation to an investment plan, means one of the 10 fiscal years to which the investment plan applies;
- “**established borrowing limits**”, in relation to an investment plan, means, for each applicable year, the borrowing limits authorized for that year by the strategic plan;

“established funding resources”, in relation to an investment plan, means, for each applicable year,

- (a) the revenue from transaction taxes that may be generated by applying the tax rates set out for that year in the investment plan in accordance with section 195,
- (b) the revenue from property taxes that may be reflected for that year in the investment plan in accordance with section 196,
- (c) the revenue from short term fares that may be generated by applying the short term fares set out for that year in the investment plan in accordance with section 197, and
- (d) any other revenue the authority anticipates it will receive in that year;

“major capital project” means a capital project that is estimated to require at least \$50 million towards the capital cost of the project;

“transaction tax” means any tax, other than property tax, that is or may be imposed by the authority under this Act, and includes a motor vehicle charge under section 29 (3).

Long term strategy

- 193** (1) The authority must prepare a long term strategy setting out, for a period of not less than the 30 years following the year in which the long term strategy is prepared,
- (a) the authority’s goals and directions for the regional transportation system over the period to which the long term strategy applies,
 - (b) a description of key initiatives and other measures the authority anticipates will be needed in that period to achieve the goals referred to in paragraph (a), and
 - (c) a statement of the principles underlying the long term strategy.
- (2) [Repealed 2014-21-22.]
- (3) In preparing a long term strategy, the authority must consider
- (a) regional land use objectives,
 - (b) provincial and regional environmental objectives, including air quality and greenhouse gas emission reduction objectives,
 - (c) anticipated population growth in, and economic development of, the transportation service region, and
 - (d) provincial transportation and economic objectives.
- (4) Before completing the first long term strategy under subsection (1), the authority must consult
- (a) with the persons referred to in a consultation plan adopted by the board, and
 - (b) in a manner consistent with that plan.

- (5) Before completing a long term strategy under subsection (1), other than the first long term strategy, the authority must consult with
 - (a) the Metro Vancouver Regional District,
 - (b) the public in the transportation service region,
 - (c) the local governments having jurisdiction over the municipalities in or adjacent to the transportation service region,
 - (d) agencies of the government and agencies of the government of Canada involved in providing or facilitating transportation of people or goods in the transportation service region,
 - (d.1) the mayors' council on regional transportation,
 - (e) the minister, and
 - (f) any other persons the authority considers appropriate.
- (6) After completing a long term strategy under this section, and, if approval under section 202.1 is required, after securing that approval, the authority must
 - (a) deposit a copy of the long term strategy in its head office for retention in accordance with section 13.3 (1) (g), and
 - (b) publish the long term strategy on the authority's website in such a manner that that long term strategy can be accessed without charge by any member of the public wishing to access it.
- (7) A failure in relation to a long term strategy to comply with the consultation requirements under subsection (4) or (5) does not invalidate the long term strategy as long as the authority has made a reasonable attempt to consult in accordance with subsection (4) or (5), as the case may be.

Investment plans

194 (1) [Repealed 2014-21-23.]

- (1.1) The authority, after undertaking the consultations referred to in section 15 (3.1), must prepare investment plans that meet the requirements of this section.
- (2) Each investment plan prepared by the authority must set out how the authority proposes, for each applicable year, to
 - (a) provide transportation services in the transportation service region,
 - (b) manage transportation demand in the transportation service region, and
 - (c) meet all the authority's financial requirementsby
 - (d) using only
 - (i) established funding resources, and
 - (ii) funding resources accumulated from previous years, and
 - (e) borrowing within established borrowing limits or within such other limits proposed in the investment plan.

- (3) For the purposes of subsection (2), an investment plan must do the following for each applicable year:
- (a) identify the transportation services the authority plans to provide in that year and the levels at which those services are planned to be provided;
 - (b) identify the key initiatives and major capital projects the authority plans to engage in for or in relation to which expenditures will be required in that year;
 - (c) estimate the money the authority will be required to pay in that year to fund
 - (i) the transportation services referred to in paragraph (a) of this subsection,
 - (ii) the key initiatives and major capital projects referred to in paragraph (b), and all other capital projects, and
 - (iii) all other anticipated expenditures;
 - (d) set out the total amount of revenue the authority anticipates it will receive in that year from each of the following:
 - (i) all transaction taxes referred to in section 195;
 - (ii) all property taxes referred to in section 196;
 - (iii) all short term fares referred to in section 197;
 - (iv) all other user fees referred to in section 198;
 - (v) all tolls referred to in section 199;
 - (v.1) all development cost charges referred to in section 199.1;
 - (vi) all contributions from the government or the government of Canada, or any agency of either of those governments;
 - (vii) all other revenue the authority anticipates it will receive in that year;
 - (e) estimate the borrowing the authority expects to undertake in that year within established borrowing limits or within such other limits proposed in the investment plan.
- (4) The investment plan must, for each applicable year, reflect planned expenditures for that year under subsection (3) (c) that are not, in total, greater than the total of
- (a) revenue and borrowing for that year referred to in subsection (3) (d) and (e), and
 - (b) funding resources accumulated from previous years.

Investment plan calculations of transaction taxes

- 195** (1) Each investment plan must, for each applicable year,
- (a) set out the tax rate for each transaction tax that the authority proposes to assess in the applicable year, and
 - (b) reflect, as the total revenue that may be raised by the authority in that applicable year from each of those transaction taxes, the total revenue that the authority anticipates will be raised in that applicable year by applying

the tax rate set out for that transaction tax for that applicable year under paragraph (a).

- (2) Subject to section 16 (3), the authority must not, for any applicable year, assess a transaction tax at a tax rate greater than the tax rate for that transaction tax for that applicable year set out in the strategic plan.

Investment plan calculations of property taxes

- 196** (1) Subject to subsection (2), each investment plan must,
- (a) for the first applicable year, reflect, as the total revenue that may be raised by the authority from property taxes in that applicable year, the total property tax revenue contemplated for that applicable year by the strategic plan that is in effect in the investment plan preparation year, and
 - (b) for each subsequent applicable year, reflect, as the total revenue that may be raised by the authority from property taxes in that applicable year, an amount that is not greater than the sum of
 - (i) 103% of the total revenue contemplated to be raised from standard property taxes in the preceding applicable year, and
 - (ii) \$18 million.
- (2) If it is proposed to increase the amount of standard property tax revenue that the authority may realize in any applicable year to an amount that is greater than the amount determined in accordance with subsection (1), the investment plan must set out the additional amount of standard property tax revenue that is proposed for that applicable year.
- (3) Subject to section 16 (3), the authority must not, for any applicable year, assess property taxes in such a way that the total amount of revenue raised by the authority from property taxes in that year is greater than the total revenue amount reflected for that year in the strategic plan.

Investment plan calculations of short term fares

- 197** (1) Each investment plan must, for each applicable year,
- (a) set out, as the short term fare to be assessed for each revenue transit service in that applicable year, a short term fare that is not greater than
 - (i) the targeted fare applicable to that revenue transit service in that applicable year, or
 - (ii) any greater short term fare authorized under section 29.01 or approved under section 223 for that revenue transit service, and
 - (b) reflect, as the total revenue that may be raised by the authority in that applicable year from each revenue transit service, the total revenue that the authority anticipates it will raise in that applicable year by applying the short term fare set out for the revenue transit service for that applicable year under paragraph (a) of this subsection.

- (2) Subject to section 223 (11), the authority must not, for any applicable year, assess a short term fare for a revenue transit service in an amount that is greater than the short term fare set out for that revenue transit service for that year in the strategic plan, or assess a first-time short term fare for a revenue transit service, unless that short term fare is approved by the mayors' council on regional transportation under section 223.

Investment plan references to other user fees

- 198** The investment plan must, for each of the authority's user fees referred to in section 29 (2) that is not a short term fare, set out
- (a) the amount assessed for that user fee in the investment plan preparation year, and
 - (b) the amount that the authority proposes to assess for that user fee in each applicable year.

Investment plan references to tolls

- 199** The investment plan must
- (a) set out
 - (i) the project toll charges that the authority is authorized, by a bylaw that is in force under section 29 (5) or (6), to assess in the investment plan preparation year, and
 - (ii) the designated tolls that the authority is authorized, by a bylaw that is in force under section 29.1 (5) or (6), to assess in the investment plan preparation year,
 - (b) for each of the applicable years, set out
 - (i) the project toll charges that the authority is authorized, by a bylaw that is in force under section 29 (5) or (6) in the investment plan preparation year, to assess in that applicable year, and
 - (ii) the designated tolls that the authority is authorized, by a bylaw that is in force under section 29.1 (5) or (6) in the investment plan preparation year, to assess in that applicable year, and
 - (c) for each of the applicable years, reflect the total revenue that may be raised by the authority from those tolls in that applicable year.

Investment plan references to development cost charges

- 199.1** The investment plan must, for each applicable year,
- (a) set out the total amount the authority anticipates it will receive from development cost charges in that year,
 - (b) identify the eligible projects, as defined in section 34.2, the authority plans to engage in for or in relation to which expenditures from the reserve fund under section 34.27 will be required in that year, and

- (c) estimate the money the authority will be required to pay in that year to fund the eligible projects referred to in paragraph (b).

200 and **200.1** [Repealed 2014-21-27.]

Considerations in preparing plans

- 201** (1) The authority must prepare its investment plan in such a manner that any resulting strategic plan will
- (a) identify the major actions that the authority plans to undertake during the period to which the strategic plan applies, and
 - (b) set out the relationship between the major actions planned by the authority and
 - (i) the regional growth strategy,
 - (ii) provincial and regional environmental objectives, including air quality and greenhouse gas emission reduction objectives,
 - (iii) anticipated population growth in, and economic development of, the transportation service region,
 - (iv) the authority's current long term strategy, and
 - (v) provincial transportation and economic objectives.
- (2) In preparing an investment plan, the authority must be guided by its most recently approved long term strategy.

202 [Repealed 2014-21-29.]

Submission of plans and strategies

- 202.1** (1) The authority must provide to the mayors' council on regional transportation, for approval,
- (a) on or before August 1 of every 5th year after 2013, a long term strategy prepared in accordance with section 193,
 - (b) within the prescribed period, a first investment plan prepared in accordance with section 194, and
 - (c) within 3 years after the date the previous investment plan was submitted, a subsequent investment plan.
- (2) An investment plan provided under subsection (1) (b) or (c) must be accompanied by all bylaws and resolutions proposed or passed by the directors of the authority in relation to revenue measures and borrowing limits respecting the first 3 years of the investment plan.

203 and **204** [Repealed 2014-21-30.]

Review by mayors' council on regional transportation

- 204.1** (1) The mayors' council on regional transportation
- (a) must review and consider the material provided to it under section 202.1,
 - (b) may, by resolution, approve or reject any
 - (i) long term strategy, or
 - (ii) investment plan, and
 - (c) must provide to the authority, within 90 days after the date on which the mayors' council on regional transportation receives that material, a copy of any resolution passed under paragraph (b) of this subsection.
- (2) Until the authority secures the approval of the mayors' council on regional transportation to a long term strategy provided to it under section 202.1 (1) (a), the long term strategy most recently deposited and published in accordance with section 193 (6) continues to apply to the authority.
- (3) If the mayors' council on regional transportation does not make a resolution under subsection (1) within 90 days after the date on which the mayors' council on regional transportation received a long term strategy or investment plan under section 202.1, the mayors' council on regional transportation is deemed to have rejected the long term strategy or investment plan.

205 and 206 [Repealed 2014-21-30.]

Strategic plans

- 206.1** (1) Subject to subsection (2), the strategic plan of the authority is the investment plan most recently approved under section 204.1.
- (2) Until a first investment plan is approved under section 204.1, the strategic plan of the authority is
- (a) the strategic plan in effect immediately before the repeal of section 206, and
 - (b) subject to subsection (3), if a first investment plan is not approved before December 31, 2015, the portion of the strategic plan referred to in paragraph (a) respecting 2016.
- (3) If a first investment plan is not approved before December 31, 2015, for each fiscal year after 2016 until a first investment plan is approved,
- (a) the total revenue amount for property taxes in the strategic plan is the sum of 103% of the total revenue contemplated to be raised from standard property taxes in the preceding year and \$18 million, and
 - (b) the short term fare assessed for each revenue transit service in the strategic plan is the targeted fare applicable to that revenue transit service in that year or any greater short term fare authorized under section 29.01 or approved under section 223 for that revenue transit service in that year.

Service, capital and operational plans and policies

- 207** The authority must ensure that all service, capital and operational plans and policies of the authority and its subsidiaries having effect after 2008 are consistent with the authority's strategic plan.

PART 10 – MAYORS' COUNCIL ON REGIONAL TRANSPORTATION**Mayors' council on regional transportation established**

- 208** There is established a mayors' council on regional transportation consisting of the following:
- (a) each individual who is a mayor of a municipality in the transportation service region;
 - (b) each individual who is the head of a treaty first nation whose treaty lands are in the transportation service region;
 - (c) the Electoral Area A Director.

Regional considerations

- 209** (1) Each member of the mayors' council on regional transportation must,
- (a) when exercising his or her powers and duties under this Act, consider the interests of the transportation service region as a whole, and
 - (b) make the following oath or solemn affirmation within 45 days after becoming a member:

I, [*insert member's name*], do swear/solemnly affirm that:

- 1 I will truly, faithfully and impartially, to the best of my knowledge, skills and ability, execute the office of member of the mayors' council on regional transportation.
- 2 I will, when exercising my powers and duties under the *South Coast British Columbia Transportation Authority Act* as a member of the mayors' council on regional transportation, consider the interests of the transportation service region as a whole.

Sworn/Affirmed by me, at [*place*], on [*date*].

.....
[*Signature of person swearing/affirming oath*]

.....
[*Signature of person administering oath*]

- (2) The oath or solemn affirmation under subsection (1) (b) must be made before a judge of the Court of Appeal, Supreme Court or Provincial Court, a justice of the peace, a commissioner for taking affidavits for British Columbia or the chief

election officer, and the person making the oath or solemn affirmation must obtain the completed oath or solemn affirmation or a certificate of it from the person administering it.

- (3) A member of the mayors' council on regional transportation must not exercise any power or duty of a member of that body, and is not entitled to any remuneration or expenses under this Act, until that individual produces the completed oath or solemn affirmation or the certificate of it to the corporate secretary of the authority.

Meetings

- 210**
- (1) The mayors' council on regional transportation must meet as needed to perform its duties under this Act and, in any event, not less frequently than 4 times annually.
 - (2) The mayors' council on regional transportation and any committee of that body may exclude the public from all or any part of any of its meetings if the mayors' council on regional transportation or the committee, as the case may be, is of the opinion that
 - (a) the desirability of avoiding disclosure in the interests of any person or in the public interest outweighs the desirability of holding the meeting in a manner that it is open to the public, or
 - (b) it is not practicable to hold the meeting in a manner that it is open to the public.
 - (3) If a member is unable to attend a meeting of the mayors' council on regional transportation, the member may appoint, as a delegate,
 - (a) in the case of a mayor, a member of his or her municipal council,
 - (b) in the case of the head of a treaty first nation, a member of the governing body of the treaty first nation, or
 - (c) in the case of the Electoral Area A Director, an alternate appointed in accordance with section 201 of the *Local Government Act*,to attend and act on his or her behalf at that meeting, but nothing in this subsection allows the chair or vice chair of the mayors' council on regional transportation to appoint a delegate to act as the chair or vice chair respectively of the mayors' council on regional transportation.
 - (4) A delegate appointed under subsection (3) must, when exercising his or her powers and duties under that subsection, consider the interests of the transportation service region as a whole.

Proceedings of mayors' council on regional transportation

- 211**
- (1) The members of the mayors' council on regional transportation
 - (a) must appoint one of their number as chair,

- (a.1) must appoint one of their number as vice chair, and
 - (b) may, subject to this Part, otherwise establish their own procedures.
- (2) Subject to section 177 (2), 179 (3), 185 (2.2), 190.1 (5) or 246 (4), each member of the mayors' council on regional transportation has, in relation to any issue that is voted on by the mayors' council on regional transportation, the right to cast one vote for every 20 000, or portion of that number, of the population, as applicable, of
 - (a) the municipality of which the member is the mayor,
 - (b) the treaty lands of the treaty first nation of which the member is the head, or
 - (c) in the case of the Electoral Area A Director, Electoral Area A of the Metro Vancouver Regional District,as that population is determined in the most recently available Census of Canada.

Provision of records to mayors' council on regional transportation

- 212**
- (1) A record is provided to the mayors' council on regional transportation when it is addressed to the mayors' council on regional transportation and provided to any member of the mayors' council on regional transportation.
 - (2) A member who receives a record under subsection (1) must promptly provide a copy of it to every other member of the mayors' council on regional transportation.

Support for mayors' council on regional transportation

- 213**
- (1) Subject to this Part, the authority is responsible for paying all reasonable expenses associated with the operation of the mayors' council on regional transportation.
 - (2) Without limiting subsection (1), the authority must
 - (a) provide the support services required by the mayors' council on regional transportation, including, without limitation,
 - (i) reasonably furnished facilities of a reasonable size at which meetings of the mayors' council on regional transportation may be held,
 - (ii) staff, consultants and contractors as may be necessary,
 - (iii) materials necessary for the operation of the mayors' council on regional transportation, and
 - (iv) services required for filing, keeping, maintaining and making available the records of the mayors' council on regional transportation,
 - (b) subject to subsection (3), reimburse members of the mayors' council on regional transportation for any payments made by them that the mayors' council on regional transportation has, by resolution, determined were necessary for

- (i) the mayors' council on regional transportation to perform its duties under this Act, or
 - (ii) one or more of the members of the mayors' council on regional transportation to perform their duties under this Act, and
 - (c) provide reimbursement and remuneration to the members of the mayors' council on regional transportation in accordance with subsections (4) and (5).
- (3) The maximum amount of money that may be paid by the authority under this section in any fiscal year of the authority is 0.07% of the authority's gross revenue in the previous fiscal year.
- (4) The following apply to each member of the mayors' council on regional transportation:
- (a) the member, or, if a delegate is appointed under section 210 (3), the delegate, is entitled to be reimbursed by the authority for his or her actual reasonable expenses necessarily incurred in attending any meeting of
 - (i) the mayors' council on regional transportation, or
 - (ii) any committee of the mayors' council on regional transportation;
 - (b) for each day on which the member or a delegate appointed for that member under section 210 (3) attends a meeting referred to in paragraph (a) of this subsection, the member or delegate is entitled to remuneration from the authority for that day equal to,
 - (i) in 2007, \$500, and
 - (ii) after 2007, the daily amount payable under this paragraph for the previous fiscal year increased by a rate equal to the increase in the British Columbia consumer price index over that previous fiscal year.
- (5) In addition to the reimbursement and remuneration payable by the authority under subsection (4), the authority must, at the end of each fiscal year, provide to each individual who had been appointed as the chair of the mayors' council on regional transportation in that fiscal year, an honorarium equal to that fraction of \$5 000 that the number of days in that individual's tenure as chair in that year bears to the number of days in that year.
- (6) The authority must allow the mayors' council on regional transportation to retain at the offices of the authority the records that the mayors' council on regional transportation is required to retain under section 232 (2).

Indemnification

- 214** (1) The authority may indemnify a person who is a member or former member of the mayors' council on regional transportation, and the person's delegate under section 210 (3), heirs and personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by the person, including an amount paid to settle

an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which the person is made a party because of being or having been a member of the mayors' council on regional transportation, or being or having been a delegate of a member of the mayors' council on regional transportation under section 210 (3), including an action brought by the authority, if

- (a) the person acted honestly and in good faith, and
 - (b) in the case of a criminal or administrative action or proceeding, the person had reasonable grounds for believing that the person's conduct was lawful.
- (2) The authority may purchase and maintain insurance for the benefit of a person referred to in this section against any liability incurred by the person as a member of the mayors' council on regional transportation.

215 to 221 [Repealed 2014-21-33.]

222 [Repealed 2014-21-34.]

Approval for new fares or fare increases

- 223** (1) The authority may apply to the mayors' council on regional transportation for one or both of the following:
- (a) a supplementary fare increase in one or more fiscal years in relation to a revenue transit service;
 - (b) the assessment of a first-time short term fare for a revenue transit service.
- (2) [Repealed 2014-21-35.]
- (3) The authority must submit the following records with an application under subsection (1):
- (a) the current strategic plan and the current service, capital and operational plans;
 - (b) a record setting out the parameters and assumptions used in the financial projections of the authority;
 - (c) a record setting out the authority's expenditures and revenue in the previous fiscal year;
 - (d) a record setting out an estimate, for the current fiscal year, of the authority's expenditures and revenue;
 - (e) any other record the authority considers relevant to its application;
 - (f) any other record or information the mayors' council on regional transportation considers relevant to the application.

- (4) If the authority submits an application under subsection (1), the mayors' council on regional transportation must
 - (a) promptly publish the application and any other records that the mayors' council on regional transportation considers appropriate for publication in relation to the application
 - (i) on the authority's website, and
 - (ii) in a manner that the mayors' council on regional transportation is satisfied will bring the application and other records to the attention of the public in the transportation service region, and
 - (b) defer deciding on the application for a period of at least 30 days after the application is published under paragraph (a) in order to allow persons who wish to comment on the application an opportunity to do so.
- (5) Before reaching a decision under this section, the mayors' council on regional transportation may but need not, in its sole discretion, hold a public hearing on the application, in the manner, at the date, time and location and for the period the mayors' council on regional transportation, in its sole discretion, may decide.
- (6) If a public hearing is held under subsection (5), the mayors' council on regional transportation must
 - (a) give notice of the public hearing in a manner that the mayors' council on regional transportation is satisfied will bring the notice to the attention of the public in the transportation service region, or
 - (b) direct the authority to provide notice of the hearing in the manner, with the information and for the period required by the mayors' council on regional transportation.
- (7) On an application under subsection (1), the mayors' council on regional transportation must endeavour to decide the application in such a manner as to
 - (a) maintain the financial sustainability of the authority,
 - (b) enable the authority to provide the transportation services, pursue the capital projects and meet the other requirements set out in
 - (i) its strategic plan, and
 - (ii) its long term strategy,
 - (c) encourage the authority to minimize expenses without adversely affecting safety or reducing the authority's ability to provide the transportation services, pursue the capital projects and meet the other requirements referred to in paragraph (b) of this subsection, and
 - (d) keep short term fares as low as is reasonably possible in light of the requirements of paragraphs (a), (b) and (c).
- (8) Despite subsection (5), the mayors' council on regional transportation must reach a decision on an application under subsection (1) within 90 days after its receipt.

- (9) After considering an application under subsection (1), the mayors' council on regional transportation must
- (a) approve the application in relation to any one or more revenue transit services and set out the date on which the supplementary fare increase or first-time short term fare is to take effect,
 - (b) reject the application in relation to any one or more revenue transit services, or
 - (c) approve a supplementary fare increase, or a first-time short term fare, in relation to any one or more revenue transit services in an amount less than that sought in the application and set out the date on which the supplementary fare increase or first-time short term fare is to take effect.
- (10) Within 15 days after making a decision under subsection (9), the mayors' council on regional transportation must
- (a) prepare a report setting out its decision and the reason for that decision,
 - (b) provide a copy of the report to the authority, and
 - (c) publish a copy of the report on the authority's website.
- (11) A bylaw increasing or assessing a short term fare does not require approval of the mayors' council on regional transportation before coming into force, and may be made even though the increased or assessed fare is not contemplated by the strategic plan, if
- (a) the board, after full examination of the capital and operating expenditures of the authority and its subsidiaries, determines at a meeting that increasing or assessing the short term fare is necessary and unavoidable in order to meet the debt obligations properly incurred by the authority under section 31, and
 - (b) the board has passed a resolution by a vote of at least 2/3 of its members voting at the meeting
 - (i) confirming that the circumstances in paragraph (a) of this subsection exist, and
 - (ii) declaring that, despite this section, approval of the mayors' council on regional transportation is not required.

Customer satisfaction surveys

- 224** (1) On or before June 30, 2008, the authority must
- (a) propose to the commissioner a process by which the authority will annually undertake a customer satisfaction survey, and
 - (b) obtain the commissioner's approval of that process.
- (2) The process referred to in subsection (1) must set out the following:
- (a) the manner in which and the times at which the survey is to be conducted by the authority in each calendar year;

- (b) the questions to be included in the survey;
 - (c) the manner in which and frequency with which the authority will report on the results of the survey.
- (3) The authority may propose amendments to the process approved under this section and may amend the process in accordance with any such amendment that is approved by the mayors' council on regional transportation.
- (4) The authority must annually undertake a customer satisfaction survey in accordance with the process approved by the commissioner or the mayors' council on regional transportation, as the case may be, under this section.

Complaints process

- 225**
- (1) On or before June 30, 2008, the authority must
 - (a) propose to the commissioner a process by which the authority will deal with customer complaints, and
 - (b) obtain the commissioner's approval of that process.
 - (2) The process referred to in subsection (1) must include a process by which the authority will report on the number, nature and disposition of the customer complaints received in the reporting period.
 - (3) The authority may propose amendments to the process approved under this section and may amend the process in accordance with any such amendment that is approved by the mayors' council on regional transportation.
 - (4) The authority must receive and process customer complaints in accordance with the process approved by the commissioner or the mayors' council on regional transportation, as the case may be, under this section.
 - (5) In this section, "**customer complaints**" does not include complaints made in relation to the South Coast British Columbia Transportation Authority Police Service.

Disposition of major facilities and assets

- 226**
- (1) The authority or a subsidiary must not sell a major facility or major asset unless the authority has first provided notice to the mayors' council on regional transportation, in accordance with subsection (2), of that intended sale, and
 - (a) the mayors' council on regional transportation has given notice to the authority that the mayors' council on regional transportation will not be objecting to the sale, or
 - (b) at least 30 days have passed since the mayors' council on regional transportation's receipt of the notice of intended sale and the mayors' council on regional transportation has not notified the authority that the mayors' council on regional transportation requires a review period under subsection (3).

- (2) Notice under subsection (1) of an intended sale must include
- (a) a description of the facility or asset to be sold,
 - (b) the terms of the proposed sale,
 - (c) the effect, if any, that the sale could have on the authority's ability to provide the transportation services, pursue the capital projects and meet the other requirements set out in
 - (i) its strategic plan, and
 - (ii) its long term strategy,and the means, if any, by which the authority proposes to compensate for that effect, and
 - (d) any other information requested by the mayors' council on regional transportation.
- (3) The chair of the mayors' council on regional transportation may, within 30 days after receiving a notice of intended sale under subsection (1), advise the authority that the mayors' council on regional transportation requires a review period within which to consider the proposed sale, and, in that event, the authority or the subsidiary, as the case may be, must refrain from taking any further action to complete the sale until the mayors' council on regional transportation
- (a) has given notice to the authority under subsection (4) (b) (ii) that the mayors' council on regional transportation does not object to the sale, or
 - (b) is deemed to have no objection to the sale under subsection (5).
- (4) If a review period is required under subsection (3), the mayors' council on regional transportation must
- (a) determine, in the sole discretion of the mayors' council on regional transportation, whether the proposed sale will have a material adverse impact on the ability of the authority to provide the transportation services, pursue the capital projects and meet the other requirements referred to in subsection (2) (c), and
 - (b) within 90 days after the date on which the mayors' council on regional transportation received the notice of intended sale referred to in subsection (1),
 - (i) if the mayors' council on regional transportation determines, in the sole discretion of the mayors' council on regional transportation, that the proposed sale will have the adverse impact referred to in paragraph (a) of this subsection, direct the authority or the subsidiary, as the case may be, to refrain from completing the sale, or
 - (ii) if the mayors' council on regional transportation determines, in the sole discretion of the mayors' council on regional transportation, that the proposed sale will not have a material adverse impact, give notice to the authority that the mayors' council on regional transportation does not object to the sale.

- (5) If, despite subsection (4), the mayors' council on regional transportation does not provide notice to the authority under subsection (4) (b) (i) or (ii) within the period referred to in subsection (4) (b), the mayors' council on regional transportation is deemed to have no objection to the sale.

227 [Repealed 2014-21-39.]

Performance audits

227.1 (1) In this section:

“**performance audit**” means an assessment of the efficiency and cost-effectiveness of the authority in managing and operating the regional transportation system;

“**performance auditor**” means a person appointed under subsection (3) to conduct a performance audit under this section.

- (2) Subject to subsection (7), the mayors' council on regional transportation may, by resolution, request the minister to undertake a performance audit.
- (3) The minister may, and if requested to do so under subsection (2), must, appoint a person to conduct a performance audit.
- (3.1) A performance auditor
- (a) may require any person who has possession or control of any of the records or things of the authority or of a subsidiary to produce any of those records and things that may be relevant to the performance audit,
 - (b) may inspect and remove for the purpose of making copies or extracts any of the records or things produced under paragraph (a) that are relevant to the performance audit,
 - (c) may attend at the business premises of the authority or of a subsidiary during business hours for the purpose of requesting the production of, or inspecting, any records or things relevant to the performance audit,
 - (d) must carry identification in the form approved by the minister, and
 - (e) must present the identification to the owner or occupant of the premises.
- (3.2) On the request of a performance auditor, the authority or a subsidiary must make available for inspection all records, including, without limitation, all financial records, related to the provision of transportation services in the transportation service region.
- (3.3) If a performance auditor removes any records or things under subsection (3.1) (b), the performance auditor must give a receipt for the records or things to the person from whom they are taken.
- (3.4) A person must not obstruct a performance auditor or withhold, destroy, conceal or refuse to produce any information, record or thing that is requested by the performance auditor or is otherwise relevant to any of the matters in respect of which the performance audit may be conducted.

- (3.5) A performance auditor who removes any records or things may make copies of, take extracts from or otherwise record the records or things, and must return the records or things within a reasonable time to the person from whom they were taken.
- (3.6) Copies of or extracts from records or things removed under this section that are certified by the performance auditor as being true copies of or extracts from the originals are admissible in evidence to the same extent, and have the same evidentiary value, as the original records or things.
- (3.7) A performance auditor must not disclose or be compelled to disclose any information or record obtained in the course of the exercise of a power or the performance of a duty under this section, unless the disclosure is consistent with the *Freedom of Information and Protection of Privacy Act*.
- (4) After completing a performance audit under this section, the performance auditor must
 - (a) prepare an audit report indicating the results of the performance audit, and
 - (b) provide a copy of that audit report to the minister, the mayors' council on regional transportation, the chair of the authority's board of directors and any other persons the minister may direct.
- (5) The minister may publish the audit report, or any part or parts of it that the minister considers appropriate, in the manner the minister considers appropriate.
- (6) The authority must pay all of the reasonable costs of a performance audit done by the performance auditor in response to a request of the mayors' council on regional transportation under subsection (2), including the costs of the inspections and investigations undertaken by the performance auditor and the preparation and delivery of the audit report.
- (7) The mayors' council on regional transportation must not make a request under subsection (2) within 3 years after the date of the most recent audit report prepared under this section.

228 to 231 [Repealed 2014-21-33.]

Records of mayors' council on regional transportation

- 232**
- (1) The mayors' council on regional transportation must publish every decision, order and report of the mayors' council on regional transportation and every application made to the mayors' council on regional transportation
 - (a) on the authority's website, and
 - (b) in another manner that the mayors' council on regional transportation is satisfied will bring the decision, order, report or application to the attention of the public in the transportation service region.
 - (2) The mayors' council on regional transportation must retain, at the authority's office, records for the current and previous fiscal year of the mayors' council on

regional transportation that pertain to matters under its jurisdiction, including, without limitation, the following records:

- (a) a record of every proceeding before the mayors' council on regional transportation in the current and previous fiscal year;
 - (b) every decision and report of the mayors' council on regional transportation in the current and previous fiscal year;
 - (c) every application under section 223 in the current and previous fiscal year;
 - (d) every record relied on by the mayors' council on regional transportation in reaching any decision referred to in paragraph (b) of this subsection.
- (3) Any person may inspect, without charge, any of the records retained by the mayors' council on regional transportation under subsection (2) unless and except to the extent that the chief executive officer of the authority believes that those records would not be disclosable in response to an access request under the *Freedom of Information and Protection of Privacy Act*.

233 [Repealed 2014-21-42.]

Obligation to keep information confidential

234 Despite any obligation imposed on the mayors' council on regional transportation under this Act to obtain, retain or make available information or records, a member of the mayors' council on regional transportation must not disclose or be compelled to disclose any information or record that is obtained in, or that comes to the member's knowledge during, the course of the administration of this Act, unless and only to the extent that such disclosure is consistent with the *Freedom of Information and Protection of Privacy Act*.

235 to 241 [Repealed 2014-21-44.]

242 [Repealed 2014-21-45.]

PART 12 – FARE RECOVERY

Division 1 – Fare Collection Bylaw

Definitions

243 In this Part:

“**fare**” means a user fee established under section 29 (2);

“**fare officer**” means a transit employee who is employed or retained as a fare officer by, or with the authorization of, the authority, and includes a member of the South Coast British Columbia Transportation Authority Police Service;

“fare paid zone” means any transit facility or service to which access is restricted by sign to those persons who have

- (a) paid the fare required by the tariff for that access, or
- (b) otherwise satisfied the requirement for that payment in any other manner authorized by the fare collection bylaw;

“related party”, in relation to the authority, means

- (a) a subsidiary of the authority,
- (b) an agent or contractor of the authority, or
- (c) an agent or contractor of a subsidiary of the authority;

“tariff” means the applicable fare structure from time to time established by the authority;

“transit employee” means an employee of the authority or a related party;

“transit facility or service” means transit property and any revenue transit service provided by the authority or a related party, including, without limitation, the following:

- (a) any part of the regional transportation system, other than the major road network;
- (b) any bus transportation service, rail transportation service or ferry service in any other region or location where the service is being operated by the authority or by its subsidiaries or contractors;
- (c) custom transit services;
- (d) any ferry landing or ferry approach under the jurisdiction of the authority;

“transit property” means property that is used to provide revenue transit services and that is owned or controlled by the authority or a related party;

“transit vehicle” means any vehicle operated by the authority or a related party as or for a revenue transit service.

Payment and proof of fares required

- 244** (1) A person entering a fare paid zone or boarding a transit vehicle that is not a fare paid zone must
- (a) pay the fare required by the tariff or satisfy the requirement for that payment in any other manner authorized by the fare collection bylaw, and
 - (b) obtain the proof of payment required by the fare collection bylaw, if any, that
 - (i) the fare was paid, or
 - (ii) the requirement for its payment was satisfied in a manner authorized by the fare collection bylaw.

- (2) A person must, while in a fare paid zone or a transit vehicle that is not a fare paid zone, retain the proof of payment, if any, required under subsection (1) (b) and produce it for inspection at the request of a transit employee.
- (3) A reference in this section to “person” does not apply to a transit employee acting in the course of his or her duty.

Fare collection bylaw

- 245** (1) The authority must, by bylaw, establish a scheme to enhance the authority’s collection of fares.
- (2) The authority must, in the fare collection bylaw, do the following:
- (a) subject to subsection (5), establish the amount of the fines and the amount of the surcharges and other charges, if any, that must be paid by, and the discounts that may be available to, a person who commits an infraction;
 - (b) establish dispute and appeal procedures, consistent with this Act and the regulations, to be used to resolve disputes relating to liability under tickets issued under section 248;
 - (c) establish a dispute period within which a dispute of a ticket issued under section 248 must be brought under Division 3;
 - (d) establish an appeal period within which an appeal of a ticket issued under section 248 must be brought under Division 4.
- (3) The authority may, in the fare collection bylaw, do any one or more of the following:
- (a) establish one or more periods for the purposes of subsection (4) relating to payment of a fine payable in relation to a ticket issued under section 248;
 - (b) establish a rate of, and the manner of calculating, interest, if any, that may accrue on or in relation to all or any portion of unpaid ticketed amounts;
 - (c) authorize the use of any word or expression on a ticket issued under section 248 to designate an infraction;
 - (d) exempt persons or classes of persons from one or more infractions or classes of infractions;
 - (e) set out any information that must be contained in a ticket issued under section 248;
 - (f) establish procedures for the creation, completion and execution of tickets, including, without limitation, by electronic means.
- (4) Subject to subsection (5), a provision of a fare collection bylaw under subsection (2) (a) may specify
- (a) a discount of the fine amount of a ticket issued under section 248 if the discounted ticketed amount is paid within the period, if any, established under subsection (3) (a) of this section for the purposes of a discount under this paragraph, and

- (b) one or more surcharges to be added to the fine amount of a ticket issued under section 248 if the ticketed amount is paid in any one or more periods, if any, established under subsection (3) (a) of this section for the purposes of surcharges under this paragraph.
- (5) The ticketed amount payable in relation to a ticket issued under section 248 for an infraction must not exceed any maximum ticketed amount prescribed for that infraction.
- (6) The minister
 - (a) may request that the authority amend the fare collection bylaw, and, in that request, provide directions as to how the fare collection bylaw should read or what it should or should not contain, or
 - (b) may request that the authority repeal one or more provisions of the fare collection bylaw.
- (7) If the authority does not comply with a request made under subsection (6) within 90 days after the date of the request, the minister may, by regulation, add, amend or repeal a provision of the fare collection bylaw.
- (8) In the event of a conflict between
 - (a) a provision added or amended under subsection (7), and
 - (b) any other provision of the fare collection bylaw,the provision referred to in paragraph (a) prevails to the extent of the conflict.

Approval of mayors' council on regional transportation required

- 246**
- (1) Before enacting, replacing or amending a fare collection bylaw, the authority must provide the proposed bylaw or amendment to the mayors' council on regional transportation for approval.
 - (2) The mayors' council on regional transportation
 - (a) must review any proposed bylaw or amendment provided to it under subsection (1),
 - (b) may, by resolution, approve or reject the proposed bylaw or amendment, and
 - (c) must, after making a resolution under paragraph (b), provide a copy of that resolution to the authority.
 - (3) A fare collection bylaw is not enacted, replaced or amended until the authority receives a copy of a resolution of the mayors' council on regional transportation approving the bylaw or the amendment.
 - (4) For the purposes of a resolution under subsection (2) (b), each member of the mayors' council on regional transportation has one vote.

- (5) This section does not apply to replacements of or amendments to a fare collection bylaw made in response to a request under section 245 (6) or made by regulation under section 245 (7).

Division 2 – Enforcing Fare Collection Bylaw

Infractions

- 247** A person who breaches section 244 commits an infraction.

Fare officer may issue tickets

- 248**
- (1) A fare officer may issue a ticket for an infraction and, in that event, must serve the ticket on the person who committed the infraction.
 - (2) A fare officer, other than a member of the South Coast British Columbia Transportation Authority Police Service,
 - (a) must carry identification in the form approved by the authority, and
 - (b) must, on the request of any person to whom the fare officer is issuing or may issue a ticket, present the identification to that person.
 - (3) Without limiting any other rights the authority or a related party may have to request personal information, a fare officer may, in order to issue a ticket under this section, request from the person information about and evidence of the person's identity and address.
 - (4) Nothing in this section limits any power that a fare officer who is a member of the South Coast British Columbia Transportation Authority Police Service has in his or her capacity as a member of the South Coast British Columbia Transportation Authority Police Service.

Tickets

- 249**
- (1) A ticket issued under section 248 must contain all of the following:
 - (a) a statement of the infraction and of the date, time and location at which the infraction occurred;
 - (b) a statement of the fine amount applicable to the infraction;
 - (c) a statement of the charges and interest, if any, payable in relation to the fine amount;
 - (d) a statement of the date by which the ticketed amount is to be paid and of any discounts that apply if payment is made in the period before that date and of any surcharges that apply if payment is made in any period or periods after that date;
 - (e) an address to which a notice disputing liability under the ticket may be delivered;

- (f) the information that, under section 27 (2) (a) to (c) of the *Freedom of Information and Protection of Privacy Act*, is to be provided to the person from whom personal information is collected in relation to the ticket.
- (2) The use on a ticket issued under section 248 of
 - (a) any word or expression authorized by the fare collection bylaw under section 245 (3) (c) to designate an infraction, or
 - (b) a general description of an infractionis deemed sufficient for all purposes to describe the infraction designated by that word, expression or description.

Person to whom ticket is issued is indebted to authority

- 250** A person to whom a ticket has been issued under section 248 is indebted to the authority for the unpaid portion of the ticketed amount unless
- (a) the person disputes liability in accordance with Division 3 and the ticket is cancelled in that process,
 - (b) the person appeals liability in accordance with Division 4 and the ticket is cancelled in that process, or
 - (c) the person applies to court under section 257 and is relieved of liability by the court.

Division 3 – Dispute Procedure**Disputing ticket**

- 251** (1) A person to whom a ticket has been issued under section 248 may, within the period and in the manner provided in the fare collection bylaw, dispute his or her liability under the ticket on one or more of the following grounds:
- (a) the person did not commit the infraction as alleged;
 - (b) the ticket does not comply with section 249 (1);
 - (c) any other ground for cancellation set out in the fare collection bylaw.
- (2) If, in accordance with subsection (1), a person disputes liability under a ticket issued under section 248, the authority may, if it is satisfied that any of the grounds referred to in subsection (1) applies, cancel the ticket.

Application of dispute or appeal provisions

- 252** The payment of some or all of the ticketed amount of a ticket issued under section 248 does not prejudice the right of the person who received the ticket to dispute or appeal liability under the ticket.

Division 4 – Appeal Procedure

Appeal to arbitrator

253 A person who has, in accordance with the dispute procedure established in the fare collection bylaw and in Division 3 of this Part, disputed liability under a ticket issued under section 248 and who is not satisfied with the outcome of that procedure may, within the period specified in the fare collection bylaw and in accordance with the appeal procedure established in the fare collection bylaw and this Act and the regulations, appeal liability under the ticket to an arbitrator on one or more of the following grounds:

- (a) the person did not commit the infraction as alleged;
- (b) the ticket does not comply with section 249 (1);
- (c) any other ground for cancellation set out in the fare collection bylaw.

Arbitrators

- 254**
- (1) For the purposes of this Division, the minister must appoint one or more persons as arbitrators to serve for a term of 3 years and must establish the arbitrators' remuneration and the basis on which it is to be paid.
 - (2) The minister must appoint as arbitrators persons who are independent from the authority.
 - (3) The authority is responsible for paying
 - (a) the remuneration established for the arbitrators under subsection (1), and
 - (b) any other expenses, other than the costs or expenses of the person bringing the appeal, arising out of the appeal procedure.

Conflict of interest

255 An arbitrator may not hear an appeal if the arbitrator has or is reasonably apprehended to have a bias or an interest in relation to the outcome of the dispute.

Arbitrator decision

- 256**
- (1) If, in accordance with this Division, a person appeals liability under a ticket issued under section 248, the arbitrator must, in his or her decision on the appeal,
 - (a) confirm the ticket, or
 - (b) if satisfied that any of the grounds referred to in section 253 (a) to (c) applies, cancel the ticket.
 - (2) The arbitrator must, after reaching a decision on a person's appeal, provide notice of the arbitrator's decision to the person and the authority.

Review by court

257 If, after completing the dispute and appeal procedures referred to in this Part, a person to whom a ticket has been issued under section 248 is not satisfied with the arbitrator's

decision, the person may, within 30 days after receiving notice under section 256 (2) of the arbitrator's decision, refer the decision to the Provincial Court for review.

Division 5 – Remedies

Court enforcement of payment obligation

- 258** (1) Subject to subsection (2), if a person is indebted to the authority under section 250, a certificate of the authority, signed by the chief executive officer of the authority, may be filed with the Provincial Court stating
- (a) the details of the ticket, including the infraction and the date and location of the infraction,
 - (b) the name of the person required to pay the unpaid portion of the ticketed amount, and
 - (c) the unpaid portion of the ticketed amount and the interest that will accrue on the unpaid portion of the ticketed amount until the unpaid portion of the ticketed amount and all accrued interest has been paid to the authority.
- (2) The authority must not file a certificate under subsection (1) until the earlier of
- (a) the date on which the dispute period established under section 245 (2) (c) has passed without a dispute having been filed,
 - (b) the date on which the appeal period established under section 245 (2) (d) has passed without an appeal having been filed, and
 - (c) the date on which the review period established under section 257 has passed without an application for review having been filed.
- (3) A certificate filed with the Provincial Court under subsection (1) of this section has the same effect, and proceedings may be taken, as if it were a judgment of the Provincial Court for the recovery of a debt in the amounts referred to in subsection (1) (c) against the person named in the certificate.
- (4) A certificate may not be filed under subsection (1),
- (a) subject to paragraph (b), more than 2 years after the date on which, under subsection (2), the authority is first able to file a certificate, or
 - (b) if a review is sought under section 257, more than 2 years after the later of
 - (i) the date on which the claim is withdrawn, and
 - (ii) the date on which the court makes a final determination of the claim that does not relieve the applicant from liability under the ticket.
- (5) A certificate under subsection (1)
- (a) is admissible in any proceedings to recover the certified indebtedness without proof of the signature or official position of the person appearing to have signed the certificate, and
 - (b) is proof of the certified facts.

Collection remedies

- 259** Unless and until a person who, under section 250, is indebted to the authority pays to the authority the full amount of that indebtedness, the authority may
- (a) set off and apply against that indebtedness some or all of any credit, refund or other amount owed by the authority to the person,
 - (b) prohibit the person from accessing, or entering or remaining at, on or in, any transit facility or service, and
 - (c) refrain from issuing any pass or transponder to the person.

Other remedies

- 260** The rights and remedies available to the authority under this Division or any other provision of this Act or the regulations for the collection of a ticketed amount are in addition to any other rights and remedies available to the authority at law for the collection of the indebtedness.

Assignment

- 261** (1) In this section, “**assign**” includes sell or transfer, and “**assignee**” has a corresponding meaning.
- (2) The authority may assign to a person, including, without limitation, the Minister of Finance on behalf of the government, on any terms or conditions the authority and the assignee may agree, all of the authority’s right, title and interest in and to indebtedness to the authority under section 250, including, without limitation, all surcharges and interest that, under this Act and the fare collection bylaw, have accrued and may accrue in relation to all or any part of the indebtedness.
- (3) If the authority’s right, title and interest in and to indebtedness of a debtor is assigned under subsection (2) in the form and manner prescribed, the assignment is deemed for all purposes to be valid and enforceable for all purposes and, without limiting this, on any day after the effective date of the assignment, the unpaid amount of the debtor’s indebtedness, including, without limitation, all surcharges and interest that, under this Act and the fare collection bylaw, have accrued to that date in relation to all or any part of the indebtedness, is due, owing and payable to the assignee by the debtor without any further notice or action being required.
- (4) If the authority’s right, title and interest in and to indebtedness is assigned under subsection (2) to the government,
- (a) the indebtedness is deemed for the purposes of section 86.1 of the *Financial Administration Act* to be a government claim within the meaning of that section and the limitation period applicable to government claims applies to the indebtedness, whether or not the transfer occurred before, on or after the expiry of the 2 year period referred to in section 6 of the *Limitation Act*,

- (b) the government may, to collect the assigned indebtedness, use any means available to it for the collection of debts, including, without limitation, any statutory means, and
- (c) any payment required to be made by the government to the authority under or by virtue of the assignment may be paid out of the consolidated revenue fund.

Protection of personal information

262 (1) In this section:

“**law enforcement**” has the same meaning as in the *Freedom of Information and Protection of Privacy Act*;

“**personal information**” has the same meaning as in the *Freedom of Information and Protection of Privacy Act*.

- (2) The authority must not, through the exercise of any rights or powers provided to the authority under this Part, or through any activity conducted in conjunction with the issue of tickets under section 248 and the collection of ticketed amounts, collect personal information in relation to individuals who use a transit facility or service unless the personal information
 - (a) is collected for the purpose of issuing tickets under section 248 or collecting ticketed amounts or any related interest or charges, or
 - (b) is provided under subsection (4).
- (3) The authority must not use or disclose personal information obtained under this Part unless, in the case of personal information collected under subsection (2) (a) or (b) of this section, the use or disclosure is
 - (a) for the purpose of issuing tickets under section 248 or collecting ticketed amounts or any related interest or charges,
 - (b) for the purpose of court proceedings relating to this Act, or
 - (c) in accordance with an enactment of British Columbia or Canada that authorizes or requires its disclosure.
- (4) Without limiting any other power the Insurance Corporation of British Columbia may have to collect, use or disclose personal information, the Insurance Corporation of British Columbia may enter into information-sharing agreements with the authority and related parties for the purposes set out in subsection (5).
- (5) An information-sharing agreement under subsection (4) may be entered into for the purpose of the issue of tickets under section 248 or the collection of ticketed amounts or any related interest or charges.

Regulations in relation to this Part

263 Without limiting any other power the Lieutenant Governor in Council may have to make regulations, the Lieutenant Governor in Council may make regulations as follows:

- (a) regulations considered necessary or advisable to more efficiently bring this Part into operation or to meet or remove any difficulty arising out of its enactment;
- (b) regulations respecting any matter for which regulations are contemplated by this Part.

Commencement

- 264**
- (1) This Act, except sections 29 (3), 38, 43, 47 to 50, 92, 120 and 121, comes into force by regulation of the Lieutenant Governor in Council.
 - (2) Section 29 (3) comes into force on October 1, 2001.
 - (3) Sections 38, 43, 47 to 50, 92, 120 and 121 come into force on March 31, 1999 or on an earlier date set by regulation of the Lieutenant Governor in Council.

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Appendix F4 - Server Requirements Workbook

Proponents should make no assumption that LSB has any prior knowledge of the Proponents' Solution, qualifications, skills, experience or background.

ALL SECTIONS ARE REQUIRED.

The server information inputted in this workbook will accurately identify the server hardware configurations and number of servers necessary to support Proponent's Solution proposal.

Column B - Use the dropdown list to indicate the environment (e.g. development, test, or production)

Column C - Indicate the type of proposed Solution modules or components installed on this server (e.g. Application, Database, Web, etc.)

Column D - Use the dropdown list to indicate the number of servers of this type required to support the proposed Solution (e.g. 1,2,3 , etc.)

Column E - Use the dropdown list to indicate the server hardware Configuration (SEE **Province Server Specifications** tab for server specifications details)

Column F - If necessary indicate the recommended upgrades (SEE **Province Server Specifications** tab for server upgrade options)

Column G - Indicate the minimum server hard Drive space required for this server

Column H - Include any comments or specific points of clarification, assumptions, and/or general information in the Server Comments

Server Requirements Workbook

Item ID	Environment	Type of proposed Solution modules or components installed on this server	Number of servers	Server hardware Configuration (LSB Supplied Server Specifications for server specifications details)	Recommended upgrades (LSB Supplied Server Specifications for server upgrade options)	Server/SAN Hard Drive Storage requirement	Server Comments
001	Development	Application	1 - one	Windows/Linux Virtual Configuration	Add 16 GB Ram	500GB	This row is an example submission
002							
003							
004							
005							
006							
007							
008							
009							
010							
011							
012							
013							
014							
015							
016							
017							
018							
019							
020							

Province Server Specifications

February 2022

	Description	Options
Windows /Linux Virtual Configuration	<p>Hosted on VMware</p> <ul style="list-style-type: none"> 1 vCPU & 6 GB RAM Virtualized 1Gb network connectivity Virtualized SAN connectivity SAN System Disk; 40 GB (Linux), 50 GB (Windows) <p>SAN Data Storage allocated as required in 50Gb increments</p> <p>Virtualized network and SAN hosted on redundant HW</p>	<p>Upgrade to:</p> <ul style="list-style-type: none"> 2 - 16 vCPUs 8 - 128 GB RAM
Windows /Linux Small Configuration	<p>DELL PE R640 - Intel Xeon-G 6234 - 1 Processors x 8 Cores (8 Cores) @3.3 GHz</p> <ul style="list-style-type: none"> 64 GB RAM 2 x 480 GB SATA SSD1 1 x Dual Port 16 Gb HBA 4 x 1 Gb NIC 	<p>Upgrade to:</p> <ul style="list-style-type: none"> 128 GB RAM 192 GB RAM 256 GB RAM 384 GB RAM 8 x 1 Gb NIC 1 x Dual Port 32 Gb HBA2 <p>Change to CPU:</p> <ul style="list-style-type: none"> 1 x Intel Xeon-G 5222 (4 cores)
Windows /Linux Medium Configuration	<p>DELL PE R640 - Intel Xeon-G 6234 - 2 Processors x 8 Cores (16 Cores) @ 3.3 GHz</p> <ul style="list-style-type: none"> 64 GB RAM 2 x 480 GB SATA SSD1 1 x Dual Port 16 Gb HBA 4 x 1 Gb NIC 	<p>Upgrade to:</p> <ul style="list-style-type: none"> 128 GB RAM 192 GB RAM 256 GB RAM 384 GB RAM 8 x 1 Gb NIC 1 x Dual Port 32 Gb HBA
Windows /Linux Large Configuration	<p>DELL PE R840 - Intel Xeon-G 5215 - 4 Processors x 10 Cores (40 Cores) @ 2.5 GHz</p> <ul style="list-style-type: none"> 128 GB RAM 2 x 480 GB SATA SSD1 1 x Dual Port 16 Gb HBA 4 x 1 GB NIC 	<ul style="list-style-type: none"> Upgrade to: 256 GB RAM 384 GB RAM 768 GB RAM 1.5 TB RAM 8 x 1 Gb NIC 1 x Dual Port 32 Gb HBA2

Integrated Legislation Drafting System

APPENDIX F5 – PRICING WORKBOOK

Instructions for Proponents

Completing this APPENDIX F5 – PRICING WORKBOOK is a mandatory requirement for all Proponents.

1. Proponents should ensure that they fully respond to all requirements in the NRFP in order to receive full consideration during evaluation.
2. Proponents should not include hyperlinks, brochures, pamphlets, PowerPoint presentations or other marketing collateral in their Proposals. Such materials will not be evaluated.
3. In addition to the other fee pricing information set out in the NRFP, Proponents should note the following pricing guidelines and instructions:

Pricing proposed in a Proposal will be taken to mean and deemed to be:
 - i. in Canadian dollars; and
 - ii. exclusive of any applicable taxes; and
 - iii. inclusive of any and all expenses.
4. The Proponent should ensure that each table cell only includes a single price. The proposed pricing is required to be based solely on the variables identified in this APPENDIX F5 – PRICING WORKBOOK. Pricing should not be expressed as a range, if pricing is expressed as a range, it will be pegged at the lowest number in any range for purposes of evaluation and the Contract.
5. Pricing should be provided without any qualification. Pricing proposed in this APPENDIX F5 – PRICING WORKBOOK that is qualified may be disregarded and result in a Proponent's Proposal being eliminated from the NRFP competition.
6. The Proponent is required to propose pricing for the delivery of the Solution as noted below:
 - a) One Time Installation Fee (Implementation period, Phase 1)
 - b) Hourly Rates and estimated hours for Time and Material Services (Implementation period, Phase 2)
 - c) Software Solution pricing:
 - i. Licensing
 - ii. Maintenance and Support

1 One Time Installation Fee

Proponents will propose a one-time fixed all-inclusive price for the installation of the proposed COTS solution as described in APPENDIX C -OPPORTUNITY PARTICULARS, 4.1 -Phase 1 of Implementation.

Please note: that Configuration, Customization, and Data Conversion/Migration are *NOT* included in the Installation Fee but are priced separately as an hourly rate.

One Time Installation Fee	\$ Enter price here
---------------------------	---------------------

2 Implementation Rate Table

Proponents will provide hourly rates and the Proponent role titles aligned with the services in the below rate table for delivery of time and material services to be provided during Phase 2 of Implementation as described in APPENDIX C -OPPORTUNITY PARTICULARS, 4.2. Hourly rates proposed will be for the Initial Term of the Contract. Please note: user acceptance testing, documentation and reporting are not included in the services below. Hourly rates for user acceptance testing, documentation and reporting for Phase 2 will be negotiated during Contract negotiations with the lead Proponent and will be under a separate statement of work under the Contract on a time & materials basis.

Table 1: Implementation Rates

Services	Proponent Role Title*	Hourly Rate
a. Configuration		\$
		\$
b. Customization		\$
		\$
c. Data Conversion/Migration		\$
		\$
d. Training		\$
		\$

*Add additional rows if more than one Proponent role is proposed for the particular service.

3 Implementation – Phase 2 – Configuration, Customization, Data Conversion/Migration, Training

Time and Materials services for Phase 2 include:

- Configuration
- Customization
- Data Conversion/Migration
- Training

In APPENDIX F1 – PROPONENT WORKBOOK, Response Guideline 3.2, Proponents are asked to elaborate a timeline for the Implementation of Phases 1 and 2 of the Solution. Please provide pricing based on the timeline estimate for Phase 2 provided in that response for each of the following sections.

Proponent role title and total estimate in the below tables 3.1.1, 3.1.2, 3.1.3 and 3.1.4) should be based on Table 1 in this APPENDIX F5 – PRICING WORKBOOK.

In the event of any calculation error, the values provided in Table 1 and the hours estimate for Phase 2 will prevail, and the Province will disregard the total estimate.

3.1.1 CONFIGURATION

Proponents will propose an estimated number of hours for professional services required for Configuration during Phase 2 of Implementation to get to the Go-Live Date.

Proponent Role Title (from Table 1)	Hours Estimate for Phase 2	Total Estimate based on rate table 'Hourly Rate'
		\$
		\$
<add additional lines as necessary>		\$
Total:		\$

3.1.2 CUSTOMIZATION

Proponents will propose an estimated number of hours for professional services required for Customization during Phase 2 of Implementation to get to the Go Live Date.

Proponent Role Title (from Table 1)	Hours Estimate for Phase 2	Total Estimate based on rate table 'Hourly Rate'
		\$
		\$
<add additional lines as necessary>		\$
Total:		\$

3.1.3 DATA CONVERSION/MIGRATION

Proponents should reference APPENDIX C – OPPORTUNITY PARTICULARS, section 7.3.5, and their response to APPENDIX F1 – PROPONENT WORKBOOK, Response Guideline 3.5.

Proponents will propose an estimated number of hours for professional services required for Data Conversion/Migration during Phase 2 of Implementation.

Proponent Role Title (from Table 1)	Hours Estimate for Phase 2	Total Estimate based on rate table 'Hourly Rate'
		\$
		\$
<add additional lines as necessary>		\$
Total:		\$

3.1.4 TRAINING

In accordance with the Proponent's answer to APPENDIX F1 – PROPONENT WORKBOOK, Response Guideline 3.6, Proponents are to propose whichever training model would be the most cost-effective that will meet the requirements set out in the NRFP and the organizational Users anticipated to use the Solution.

Proponents will propose an estimated number of hours for professional services required for training during Phase 2 of Implementation.

Proponent Role Title (from Table 1)	Hours Estimate for Phase 2	Total Estimate based on rate table 'Hourly Rate'
		\$
		\$
<add additional lines as necessary>		\$
Total:		\$

4 Licencing

1. Licensing pricing is to be provided for each year of the Initial Term of the Contract. Proponents should reference section 3 of APPENDIX C – OPPORTUNITY DETAILS for full details.

Proponents are required to provide a licencing model that is inclusive of the number of Users including super Users and current role types and numbers provided in section 3 of APPENDIX C – OPPORTUNITY DETAILS (i.e. Legislative Counsel, Editors and document analysts, administrative staff), including any incremental increases throughout the Initial Term of the Contract, if any. Proponents may propose which ever licencing model is the most cost-effective option that will meet the requirements set out in this NRFP and the organizational Users identified.

Licencing Price by Year							
Licence Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7

<i>Example: 25 Legislative Counsel (i.e. Drafter) Licences</i>	\$	\$	\$	\$	\$	\$	\$
<add additional lines as necessary>							
Total Price:	\$	\$	\$	\$	\$	\$	\$

2. Additional licences may be required by LSB throughout the term of the Contract. Provide the price to add any additional User, including incremental licence pricing (if any), including throughout the Initial Term of the Contract, if any.

Additional Licencing Price by Year							
Licence Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<i>Example: 1 Legislative Counsel (i.e. Drafter) licence</i>	\$	\$	\$	\$	\$	\$	\$
<add additional lines as necessary>							
Total Price:	\$	\$	\$	\$	\$	\$	\$

5 Maintenance and Support

Proponents are required to propose an annual Maintenance and Support fee for each year of the Initial Term of the Contract for ongoing provision of the Solution Maintenance and Support.

Proponents should reference section 7.5 of APPENDIX C – OPPORTUNITY PARTICULARS; and their responses in APPENDIX F1 – PROPONENT WORKBOOK.

Maintenance and Support by Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Total Price:	\$	\$	\$	\$	\$	\$	\$

6 Post Implementation Professional Services

As per APPENDIX C – OPPORTUNITY PARTICULARS, LSB anticipates requesting Post Implementation Professional Services on a when and as required basis. If the Proponent is selected as the lead Proponent, it will provide hourly rates and the Proponent role titles for delivery of time and material services to be provided during Phase 3 – Post Implementation. Proponents should reference section 7.6 of APPENDIX C – OPPORTUNITY PARTICULARS, along with their responses in APPENDIX F1 – PROPONENT WORKBOOK. Hourly rates finalized during Contract negotiations will be for the Initial Term of the Contract.

Time and Materials services for Phase 3 include:

- Configuration
- Data Conversion/Migration
- Customization
- Training
- Enhancement
- User Acceptance Testing
- Documentation
- Reporting

These services will be under a separate statement of work under the Contract on a time & materials basis.



**Ministry of Attorney General
Legal Services Branch
Negotiated Request for Proposals**

Integrated Legislative Drafting System

Opportunity ID	ON-003759
Issue Date	June 9, 2022

"Closing Date and Time"	<p>Before 2:00:00 PM Pacific Time on July 25th, 2022</p> <p>PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED AND RESULT IN THE DISQUALIFICATION OF THE PROPONENT.</p>
"Closing Location"	<p>PROPOSALS MUST ONLY BE SUBMITTED BY EMAIL.</p> <p>Proposals must be delivered to the following email address before the Closing Date and Time: <u>procurement@gov.bc.ca</u></p> <p>Please include the Opportunity ID in the subject line of the email. Proponents should take special care to ensure that their Proposals are sent in accordance with section 6.6.</p>

"Official Contact"	<p>Enquiries related to this NRFP, including any requests for information or clarification may only be directed in writing to the Official Contact identified below:</p> <p style="text-align: center;">Laura Muise, Procurement Specialist <u>procurement@gov.bc.ca</u></p> <p>Information obtained from any other source is not official and should not be relied upon.</p>
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"Enquiries"	<ol style="list-style-type: none">1. Enquiries should be received by the Province 72 hours before the Closing Date and Time (the "Enquiries Deadline") to be considered for response (if any) by the Province. Enquiries received after the Enquiries Deadline may not be answered.2. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents.3. Despite the foregoing, the Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Province may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents. <p>Please refer to section 4.3 Enquiries for more information.</p>
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1 OPPORTUNITY OVERVIEW

1.1 Timetable

The Province intends to follow the procurement schedule set out below. The Province reserves the right, at its sole discretion, to adjust the procurement schedule as necessary. All times are Pacific Time (PT).

Timetable	
Activity	Date & Time
Rectification Period	Three (3) Business Days from date of notice
Closing Date and Time (Proposal Due Date/Time)	July 25th, 2022
Anticipated Proposal evaluation period	July 26th, 2022 – August 19th, 2022
Anticipated Notification of selection of lead Proponent to proceed to negotiation	August 22 – September 3 2022
Anticipated Contract negotiation period	Starting from the Province's invitation to the lead Proponent to proceed to negotiate and ending after ninety (90) days. See section 9 of the NRFP.
Anticipated Contract Start	September 2022

1.2 Invitation and summary of the opportunity

This Negotiated Request for Proposals ("NRFP") invites Proposals from Proponents for the provision of an On-Premise integrated legislative drafting system for use by the Ministry of Attorney General.

1.3 Organization overview and background

An overview of the responsible Ministry and program area of the Province for this procurement, as well as an outline of the current situation, objectives of the opportunity and other background information is provided in APPENDIX B – ORGANIZATION OVERVIEW.

1.4 Opportunity particulars

Details of the opportunity are in APPENDIX C - OPPORTUNITY PARTICULARS.

1.5 Negotiation process, select terms for Contract and term

Negotiation Process:

The NRFP process is intended to identify the lead Proponent for the purposes of entering into direct negotiations to finalize a potential Contract.

If no Contract is entered with the lead Proponent, the Province reserves the right to negotiate a potential Contract with the second ranked Proponent.

Select terms for Contract:

The Province expects the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT will form the basis for commencing any negotiations for the provision of the Solution.

Where the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT indicate a general intention to include specific provisions in the Contract but do not provide specific language, specific language for these provisions will be negotiated. Additional provisions and schedules will be jointly finalized with the lead Proponent depending on the nature of the lead Proponent's Proposal, and to the extent not inconsistent with the scope and other requirements set out in this NRFP, including the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT. Subject to the above, after the lead Proponent is so identified by the Province, it may submit its own form of contract for consideration by the Province. The Province may, in its sole and absolute discretion, elect to: (a) use the lead Proponent's form of contract (the "Proponent Terms"), modified as required to be consistent with the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT, as a starting point for negotiation; or (b) elect to include, in the Province's form of contract, provisions from the Proponent Terms, modified as required to be consistent with the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT. Notwithstanding the foregoing, the Province will not be obliged to accept or negotiate any provisions proposed by a Proponent, particularly if they conflict with the terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT.

Term:

1. The Province intends to enter into a Contract with only one selected Proponent, subject to the requirement for a valid Tax Verification Letter as set out in section 9.1.7, with an initial term of seven (7) years and the option to extend in favour of and exercisable by the Province, in its sole and absolute discretion, for up to two (2) additional five (5) year extension terms for a maximum term of up to seventeen (17) years; and
2. A transition period may survive the term for up to twelve (12) months at the option of the Province.

1.6 Trade Agreements

The Province may consider and evaluate Proposals from other jurisdictions on the same basis that the government purchasing entities in those jurisdictions would treat a similar proposal from a supplier of British Columbia, Canada. This process is subject to the following trade agreements:

- a) The New West Partnership and Trade Agreement;
- b) Trade, Investment and Labour Mobility Agreement;
- c) Canadian Free Trade Agreement;
- d) Comprehensive Economic and Trade Agreement;
- e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership;
- f) World Trade Organization Agreement on Government Procurement; and
- g) Canada-UK Trade Continuity Agreement.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

Refer to APPENDIX A - DEFINITIONS.

2.2 Interpretation and applicable law

2.2.1 Interpretation

In this NRFP:

- (a) except where the context otherwise requires, use of the singular includes the plural and vice versa;
- (b) a reference to an enactment refers to it as may be amended or contained in a later enactment and in force at the applicable time and includes any subordinate enactments and statutory instruments under it; and
- (c) any right, or the exercise of any right, to exclude a Proponent includes rejection of that Proponent's Proposal.

2.2.2 Pre-contractual negotiations

The terms and conditions in the body of this NRFP governing the process are non-exhaustive and not to be interpreted or construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing commercial negotiations.

2.2.3 Applicable law

This NRFP, including its process, is to be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

3 PROCUREMENT PROCESS NOT BINDING

3.1 Non-binding process (no "contract A") and no claims

The NRFP process is not intended to, and will not, create a formal, legally binding procurement process. Instead, this process will be governed by the law applicable to direct commercial negotiations. Without limiting the foregoing:

- (a) this NRFP will not give rise to any "contract A" based tendering law duties or any other legal obligations arising out of any procurement process contract or collateral contract; and
- (b) neither the Proponent nor the Province will have the right to make any claims (in contract, tort or otherwise) against the other with respect to the award of a Contract, failure to award a Contract, evaluation or failure to consider or honour a Proposal submitted in response to this NRFP, or any other claims based on a breach of "contract A" or other tendering law duties or obligations.

3.2 No contract or rights until execution of Contract

The NRFP process is intended to identify prospective suppliers for the purposes of negotiating a potential Contract. No legal relationship or obligation regarding the provision of any services or deliverables is or will be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a Contract for the acquisition of such services or deliverables.

3.3 Non-binding price estimates and other information

While the pricing and other information provided in Proposals will be non-binding prior to the execution of a Contract, that information will be assessed and taken into consideration during the evaluation, ranking and selection process and negotiation stages. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, may adversely impact the ability to finalize and award a Contract.

3.4 Proponents bear own costs

Proponents participate in the NRFP process solely at their own cost and risk, including with respect to:

- a) reviewing NRFP documentation, including Addenda;
- b) preparing and submitting any Proposal;
- c) responding to requests for clarification and verification; and
- d) participating in any meetings; due diligence activities, demonstrations, presentations, interviews, discussions, negotiations and any other activities in relation to the NRFP process.

Except as otherwise provided in this NRFP, the Province will not be liable to pay any costs or expenses of any Proponent or to reimburse or compensate a Proponent under any circumstances, regardless of the outcome of this NRFP.

3.5 Limitation of Liability

By submitting a Proposal, the Proponent, on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates, and assigns, will not make claims for and otherwise irrevocably waives any claim(s), action(s) or proceeding(s) whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including any judicial review, injunction application, claims for compensation, costs, damages (including any special or consequential loss or damages), expenses, losses, and loss of profits, relating to the NRFP or with respect to the NRFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent or lack of an award of a Contract to any Proponent.

Notwithstanding the foregoing, nothing in this section shall limit the right of a Proponent to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

4 ADDITIONAL INFORMATION

4.1 No representation or liability as to available information

The Province makes no representation or warranty that the information it provides in or related to this NRFP is accurate, complete or current. The Province will not be held liable for any error or omission in this NRFP or in any additional information provided in relation to it.

4.2 No guarantee of volumes or exclusivity

The Province makes no guarantee of exclusivity or of the type, value or volume of services to be assigned to the Contractor under any Contract. The Province may contract with others for services the same as or similar to the services to be provided under any Contract or may obtain such services internally. Any historic values or volumes and any estimates provided are for informational or guideline purposes only and may not be representative of the work required or provided under any Contract.

4.3 Enquiries

4.3.1 Proponent responsibility to make enquiries

Proponents are advised to examine all documents comprising this NRFP and report any errors, omissions or ambiguities and seek clarification or any additional information they consider necessary to prepare their Proposals, before submitting their Proposals by making written Enquiries as early in the process as possible to the Official Contact. Proponents are solely responsible for conducting their own due diligence and forming their own opinions and conclusions at all stages of this NRFP process.

4.3.2 How to make Enquiries

Enquiries, including for clarification or additional information, and communications related to this NRFP are to be directed only to the Official Contact with a reference to Opportunity ID ON-003759. Unauthorized communication concerning matters regarding this NRFP by or on behalf of a Proponent with any other Province employee, officer, agent or other representative may result in the exclusion of the Proponent. The Province will not be responsible for any information provided by any such source.

4.4 Addenda and changes to this NRFP

The Province may amend or otherwise modify any aspects of this NRFP at any time in its sole discretion and without liability in written Addenda. This NRFP may only be modified by Addenda, which if any, will be made available on BC Bid or by such other manner as the Province deems appropriate. Addenda may be issued at any time. Proponents are solely responsible for proactively checking for all Addenda, even if they set up alerts to receive email notification of Addenda.

Proponents should continually monitor the NRFP as published on BC Bid in the event any Addenda to the NRFP have been added.

4.5 Proponents' meeting

A Proponents' meeting will not be held.

5 PROPONENT ELIGIBILITY

5.1 Proponent business association and proposed subcontractors

5.1.1 Eligibility

Proponents are reminded of the following: by definition, the Proponent is required to be a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract.

5.1.2 Proponent to give notice of Change

Throughout the NRFP process, the Proponent is required to give notice of any Change and describe with particularity the nature of the Change. The Province may, but has no obligation to, conduct due diligence and determine whether the materiality of any such Change affects the eligibility of the Proponent for purposes of evaluation and contracting.

5.1.3 Subcontracting

Any supplier that the Proponent intends to use to provide any services to the Province under any Contract are to be included in the Proponent's Proposal as proposed subcontractors.

6 PROPOSAL PREPARATION

6.1 Content, form and language

Proposals are to be structured in accordance with instructions in this NRFP and include all information and be in the forms and formats requested and specified in the NRFP.

Proposals and communications are to be in English to ensure consideration, as the Province will not be obliged and does not intend to review, or translate into English, any Proposal or other communication in any language other than English, which is the working language of the Province. Any parts of a Proposal not in English will not be evaluated.

6.2 Pricing in Proposals

Pricing proposed in a Proposal will be taken to mean and deemed to be:

- a) in Canadian dollars;
- b) exclusive of any applicable taxes; and
- c) inclusive of any and all expenses.

6.3 No incorporation by reference

The entire content of a Proposal is to be set out in full without reference to any external content at any website or in any external record, as such content will not be considered to form part of the Proposal, except as provided in this NRFP or as the Official Contact may, in writing before Closing Date and Time, expressly approve, request, or permit otherwise.

6.4 No alternative Proposals

Each Proponent may submit only ONE (1) Proposal in response to this NRFP. If a Proponent submits more than one (1) Proposal, the Province will consider only the last Proposal received at the Closing Location before the Closing Date and Time that has not been withdrawn before the Closing Date and Time in accordance with section 7.3.

Proponents are advised not to include alternative approaches in their Proposal, as no points will be awarded to any alternative proposed.

6.5 Copyright

This document, including its appendices and any Addenda, is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

6.6 Email Submissions

a) For email submissions the following applies:

- (i) the maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);

- (ii) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
 - (iii) for email Proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the Proposal if the Province is unable to determine what documents constitute the complete Proposal; and
 - (iv) attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- b) For email Proposal submissions, including any notices of revision or withdrawal referred to in sections 7.2 and 7.3, respectively, the subject line of the email and any attachment should be clearly marked with the name of the Proponent and Opportunity ID ON-003759.
- c) The Province strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before Closing Date and Time.
- d) The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before Closing Date and Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its Proposal before Closing Date and Time, the Proponent will not be permitted to resubmit its proposal after Closing Date and Time. The Proponent is strongly advised to contact the Government Contact immediately if:
- (i) the Proponent’s email proposal submission is rejected by the Government Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email. Notwithstanding receiving any automated response, the automated response does not mean the Proposal is acceptable, on time, or otherwise compliant with the requirements of the NRFP.

7 SUBMITTING AND REVISING PROPOSALS

7.1 Proposals to be received before Closing Date and Time at the Closing Location

7.1.1 Receipt

Proposals must be received before the Closing Date and Time at the Closing Location on the cover page of this NRFP to ensure consideration. The Proponent is solely responsible for ensuring its Proposal is received in its entirety before the Closing Date and Time at the Closing Location. Proposals will be marked with their receipt time at the Closing Location. Proposals, or parts of Proposals, received late (if capable of being received at the particular Closing Location) or at the wrong location may be rejected by the Province in its sole discretion. In case of dispute, the Proposal receipt time as recorded at the Closing Location will prevail whether accurate or not.

7.1.2 System delays

Proponents submitting Proposals near the deadline do so at their own risk.

7.2 Revisions to Proposal

Before the Closing Date and Time, Proponents may revise their Proposals by signed, written notice referencing Opportunity ID ON-003759 in the subject line submitted to the Province at the Closing Location. The notice should clearly indicate what is being revised and how.

7.3 Withdrawal of Proposals

At any time before a Contract is executed, Proponents may withdraw their Proposals by signed, written notice so indicating and referencing Opportunity ID ON-003759 submitted to the Official Contact.

8 EVALUATION

8.1 Evaluation by Committee

Evaluation of proposals will be by an evaluation committee formed by the Province and may include employees and contractors of the Province and other appropriate participants. More than one committee may be established to evaluate different stages or aspects of Proposals. Committee composition may change at any time between stages or discrete steps within stages below. Any committee may use subject matter experts to provide advice on specific matters.

8.2 Evaluation stages

8.2.1 Stages

The Province will conduct the evaluation of Proposals and negotiations in consecutive stages, as described in section 8.3 below.

Proposals will be assessed in accordance with the entire requirement of the NRFP through the following stages:

1. Mandatory form submission requirements review (Stage 1);
2. Other mandatory requirements review (Stage 2);
3. Weighted criteria (Stage 3); and
4. Reference Check (Stage 4).

8.2.2 Clarification at any stage

During any of the stages the Province may, in its sole discretion, request clarification from a Proponent with respect to its Proposal, without making a similar request to all Proponents, including for the purpose of resolving or correcting any ambiguity, conflicting information or apparent arithmetical, clerical, typographical or similar error.

8.2.3 Verification at any stage

During any of the stages the Province may, in its sole discretion, seek verification with respect to any aspects of any Proposal, information provided during negotiations, or the legal and financial capacities of a Proponent to enter into and perform the Contract, without doing the same in respect of other Proposals, by any one or more of the following means:

- a) requiring the Proponent to give a particular demonstration or presentation;
- b) requiring the Proponent or any particular proposed team members attend an interview;

- c) requiring the Proponent to provide references or evidence to support assertions of past relevant experience or qualifications;
- d) checking with and considering information from any references; and
- e) by undertaking such due diligence enquiries, including internally, as it deems appropriate.

8.2.4 Misrepresentations or misleading information

Any misrepresentations or any materially inaccurate, misleading, or incomplete information may result in rejection of a Proposal.

8.3 Stage 1 – Mandatory form submission requirements review

8.3.1 Review

This stage will consist of a review to determine which Proposals comply with all of the mandatory form submission requirements that are described in this NRFP and summarized in APPENDIX G – EVALUATION CRITERIA.

8.3.2 Rectification

The Province may screen Proposals for deficiencies, such as administrative, mathematical, technical and clerical errors or failures to complete required forms or provide required information (even where identified as mandatory), and provide Proponents with an opportunity to address any such deficiencies within the time frame specified in the table found in section 1.1 of this NRFP.

The Province will notify a Proponent in writing by email that rectification may be required and the date of notice and deadline date will be included in the timeframe for response. Proponents failing to respond within the stated time will be assessed on their original Proposal. For clarity, the Province will notify a Proponent if the Demonstration link is either not operational or does not contain any content, and the Proponent will have the time frame specified above to rectify the issue.

8.4 Stage 2 – Other mandatory requirements review

This stage will consist of a review to determine which Proposals that have passed stage 1, comply with all other mandatory requirements, if any are specified in APPENDIX G – EVALUATION CRITERIA. If the Proposal fails to satisfy all such mandatory requirements, that Proposal will not be considered further.

8.5 Stage 3 - Weighted criteria

Each Proposal passing stages 1 and 2 will be evaluated on the basis of weighted criteria as set out in APPENDIX G – EVALUATION CRITERIA, for APPENDIX F1 – PROPONENT WORKBOOK, APPENDIX F2 – REQUIREMENTS WORKBOOK, Demonstration and APPENDIX F5 – PRICING WORKBOOK.

8.5.1 Final Scores

Points allotted for all weighted criteria will be totalled for each compliant Proposal as set out in APPENDIX G – EVALUATION CRITERIA. The Proponent that receives the highest total score will become the lead Proponent and will be invited to enter into contract negotiations with the Province.

8.5.2 Tie Breaker

In the event that two or more Proponents have the same total score, then the Proponent with the highest score for the category set out in APPENDIX G – EVALUATION CRITERIA for “APPENDIX F2 – REQUIREMENTS WORKBOOK” will be considered the lead Proponent. In the event that two or more Proponents have the same total score for “APPENDIX F2 – REQUIREMENTS WORKBOOK”, the Proponent with the highest score for the category set out in APPENDIX G – EVALUATION CRITERIA for “APPENDIX F1 – PROPONENT WORKBOOK” will be considered the lead Proponent.

8.6 Stage 4 – Reference Check

The Province may, in its sole discretion, conduct reference checks on the lead (top scoring) Proponent or any subcontractor included in the Proposal; or any successor (advanced up) Proponent, etc.

The Proponent, in its Proposal, will provide at least two (2) Proponent client references for the Proponent and any subcontractors proposed by the Proponent. References provided should be current.

References need to be from a party that is not the Proponent, internal to the Proponent or a subcontractor. For each reference, the Proponent should provide the following information:

- a) name of the reference and their organization, together with the position, mailing address, telephone number and email address of the reference; and
- b) relationship, if any, that the referee may have with the Proponent or subcontractor, as applicable.

Failure to provide the requested references, if requested, will result in the Proponent failing the reference check. Reference checks will be conducted on a pass-fail basis. The Province reserves the right to reject any Proponent whose references, in the Province’s sole opinion, are deemed to be unsatisfactory.

In addition, the Province reserves the right to contact and use references pertaining to the Proponent (and any subcontractors proposed by Proponent) that are not among those references provided to the Province (including obtaining a substitute referee from the same referee). The Province reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in the Province’s sole opinion, are deemed to be unsatisfactory.

These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the Province.

9 CONTRACT NEGOTIATIONS

9.1 Contract negotiations

9.1.1 Invitation

The Province intends to invite the lead Proponent to enter into negotiations with the Province.

9.1.2 Effect

All negotiations will be subject to the terms in this NRFP and will not constitute a legally binding offer to enter into any contract on the part of the Province or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a Contract.

9.1.3 Matters of negotiation

The terms and conditions in APPENDIX D – SELECT TERMS FOR CONTRACT will form the basis for commencing any negotiations for the provision of services and deliverables under any Contract, as described in greater detail in section 1.5 (Negotiation process, select terms for Contract and term).

9.1.4 Requests by the Province

Negotiations may include without limitation, requests by the Province for supplementary information from the lead Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Province for improved pricing or performance terms from the Proponent.

9.1.5 Additional information

During negotiations, the Province may provide the lead Proponent that is invited to enter into and remaining in negotiations with additional information, if any.

9.1.6 Time period for negotiations

The Province intends to conclude negotiations and enter into a Contract with the lead Proponent, invited to enter into negotiations, by the end of the Contract negotiation period set out in the timetable in section 1.1. A Proponent invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

9.1.7 Tax Verification Letter

As a prerequisite to the Province entering into a Contract with a Proponent, the lead Proponent is required to provide the Ministry with a valid Tax Verification Letter (<https://www2.gov.bc.ca/gov/content/taxes/verification-audit-ruling-appeal/tax-verification-letter>). If a Proponent is unable to provide the required Tax Verification Letter within the Contract negotiation period specified in the timetable in section 1.1, the Province may discontinue negotiations with that Proponent under section 9.1.8.

9.1.8 Failure to enter into Contract

If the Province and lead Proponent cannot conclude negotiations and enter into a Contract during the Contract negotiation period in the timetable, and such time period is not extended, the Province may, at any time in its sole discretion, discontinue negotiations with that Proponent and may, in its sole discretion, invite the next lead Proponent to enter into negotiations. This process may continue until a Contract is fully executed, until there are no more Proponents remaining that are eligible for negotiations, or until the Province elects to cancel this NRFP.

9.1.9 Approvals for Province execution

The decision of the Province to proceed with execution on behalf of the Province of any negotiated Contract will be subject to receiving final government approvals (including, if necessary, Treasury Board approval) and, if deemed advisable by the Province, an internal or independent review.

9.2 Notice of Contract Award

9.2.1 Publication of Contract Award

The Province may publish notice of a Contract award on BC Bid or other website or system designated by the Province for the purpose that includes the name and address of the selected supplier, description of goods and services, value, date of award and any other information as applicable trade agreements and Province policy may require.

9.2.2 Debriefing

All Proponents will be notified of any Contract award. Proponents will be offered a debriefing meeting with the Province after the Contract is awarded. At the sole option of the Province, any debrief will be by audio phone conference or in-person meeting.

10 OTHER IMPORTANT INFORMATION

10.1 Conflict of interest and prohibited conduct

10.1.1 Conflict of interest

By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent do not lead to any actual, potential or perceived conflict of interest with respect to the Proponent or the interests of any Proponent's subcontractors and/or named personnel, if any); or give rise to an, unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) and thereby import unfairness into the Procurement process.

Any matter or concern pertaining to conflict of interest that has changed since Proponents submitted their responses to the NRFP regarding conflict of interest is required to be disclosed and updated for consideration by the Province.

Accordingly, a Proponent may be disqualified if its current or past corporate or other interests may, in the Province's opinion, give rise to an actual or potential conflict of interest unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any). This includes, but is not limited to, involvement by a Proponent in the preparation of the NRFP or a Proponent relationship with any current or former employee, contractor or representative of the Province involved in participation on the Evaluation Committee. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with its own advisors and then notify and consult with the Official Contact referenced in the NRFP prior to submitting a Proposal to the NRFP. By submitting a Proposal to the NRFP, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, or unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) in respect of the NRFP.

Further, the Province may exclude a Proponent if the Proponent or a proposed subcontractor attempts to influence the outcome of the NRFP process by directly or indirectly lobbying any employee, officer, elected or appointed official or other "public office holder" as defined in the *Lobbyists Registration Act* (British Columbia), agent or contractor of the Province, including any member of the evaluation committee, or communicating with the media.

10.1.2 Communications with media

The Proponent (including any proposed subcontractor) may not at any time directly or indirectly communicate with the media in relation to this NRFP or any agreement negotiated pursuant to this NRFP without first obtaining the written permission of the Province.

10.1.3 Unlawful conduct compromising process

The Province may exclude a Proponent, or rescind a Contract awarded to a Proponent, if the Proponent or a proposed subcontractor engages in any illegal business practices (including activities such as bid-rigging, price-fixing, collusion, bribery, coercion, fraud), deceit or other unlawful conduct that compromises or may be seen to compromise the competitive procurement process provided for in this NRFP.

10.1.4 Other potential grounds for exclusion from participating

In addition to any other rights the Province may have, the Province may, if there is supporting evidence, exclude a Proponent on grounds of:

- a) bankruptcy or insolvency;
- b) misrepresentations or other false declarations;
- c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- d) final judgements in respect of serious crimes or other serious offences;
- e) professional misconduct or acts or omissions that adversely reflect on its commercial integrity; or
- f) failure to pay taxes.

10.2 Collection and use of Personal Information

Proponents are solely responsible for complying with privacy laws, including the need for obtaining written consents from any personnel or other person before disclosing their resumes or other personal information to the Province. Consents should specify that the personal information may be provided to, and for use by, the Province for the purposes set out in this NRFP and, if awarded, any Contract. If asked, Proponents will provide the consents to the Province.

If the Proponent is an individual, the collection of any personal information of the Proponent in relation to this NRFP is authorized under section 26 of the *Freedom of Information and Protection of Privacy Act* for the purposes set out in this NRFP. Such Proponents may direct their questions about the Province's collection, use or disclosure of their own personal information to the Official Contact.

10.3 Retention of Proposals and confidentiality

All Proposals and other records submitted to the Province in relation to this NRFP become the property of the Province and, subject to the laws of British Columbia, including the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, will be held in confidence. For information on that Act go to <http://www.bclaws.ca>. No Proposal or accompanying records will be returned to a Proponent unless the Proponent formally withdraws its Proposal before the Closing Date and Time.

10.4 Cancellation

The Province may cancel this NRFP, in whole or in part, at any time in its sole discretion and without liability, including after any negotiations have commenced. The Province will not be bound to enter into any Contract under the NRFP process and may subsequently obtain any or all of the services and deliverables contemplated by this NRFP by any other means or do nothing.

APPENDIX A - DEFINITIONS

Throughout this NRFP, the following definitions apply (and the singular is interchangeable with the plural).

Term	Meaning
"Act"	is another term for, and has the same meaning as, "Statute";
"Addenda"	means all additional information regarding this NRFP including amendments to the NRFP;
"Analysis"	means evaluating for content & context, including key patterns, topics, people, and discussion;
"Appendix"	means a document denoted as an appendix that is made a part of the NRFP;
"Assembling"	means combining provisions, and related commencement table rows and explanatory notes, as applicable, drafted by one or more Legislative Counsel, into a single, coherent, properly ordered, styled and formatted piece of Legislation to be submitted to the applicable enacting body for consideration;
"Baseline Solution Requirements"	means the requirements that must be available within the Solution for the Go-Live Date to occur, as follows: security and access, Drafting, Editing, Assembling, Consolidating and Pre-Publishing;
"BC Bid"	means the Province electronic tendering system located at https://www.new.bcbid.gov.bc.ca/ ;
"Bill"	means a proposed Statute submitted to the Legislative Assembly for its consideration;
"Business Day"	means a day, other than a Saturday or Sunday, on which provincial government offices are open for normal business in British Columbia;
"Business Hours"	means the hours from 8am to 6pm PT, on Business Days;
"Change"	means, in respect of a Proponent, a change in qualifications, point of contact information for notices, or in business entity name or structure, or change in legal identity of Proponent;
"Citation" or "Citation Information"	means the standard reference style for BC legislation, as set out below: <ol style="list-style-type: none"> a. for Acts, <ul style="list-style-type: none"> • the <i>Early Learning and Child Care Act</i>, S.B.C. 2021, c. 22, s. 10, and • in documents such as reference tables and databases, 2021-22-10 (represents the 10th section, of the twenty-second Act or chapter, that received Royal Assent in 2021) b. for regulations, e.g. B.C. Reg. 123/2021 represents the 123rd regulation deposited in BC in 2021, and c. for orders in council, e.g. OIC 123/2021 represents the 123rd order in council made in 2021;
"Closing Date and Time"	means the time and date by which Proposals need to be received by the Province as set out on the cover page of this NRFP;
"Closing Location"	means the required submission method and destination for Proposals as defined on the cover page of this NRFP;

"Commencement Table"	means the table in a Bill or a Statute that shows when and how each provision in the Bill or Statute comes into force;
"Configuration"	means a modification of the solution or product to meet an outcome that (i) does not require the development of new functionality; (ii) assembles existing capabilities; and (iii) does not affect the base products or solution's upgrade path;
"Consolidating"	means incorporating newly in-force changes to Legislation into the existing text of the Legislation, ensuring that no other substantive changes are made to the existing text;
"Contract"	means the negotiated written agreement executed by the Province and the successful Proponent for the provision of services as a result of this NRFP;
"Contractor"	means the successful Proponent to the NRFP who enters into a Contract with the Province;
"COTS"	stands for commercial off the shelf software and means an existing product or solution which the Proponent currently offers with the intent of reducing the purchasing organization's costs by distributing the implementation and support costs across other clients of the software. The software can be made available with varying licencing and subscription models;
"Customization"	means a modification of the product or solution to meet an outcome that (i) requires the development of new functionality missing from the solution or product; (ii) requires changing how existing functionality works by changing program code; (iii) creates a Province-specific piece of functionality; or (iv) builds new capabilities.
"Data Conversion/Migration"	means the conversion/migration of the existing documents and associated metadata from their current data source (which will be either SharePoint or LAN based files) to the new Solution aligning information found in this NRFP;
"Demonstration"	means a pre-recorded video demonstration of the Solution on a computer desktop similar to a shared desktop presentation, as described in APPENDIX F3 – DEMONSTRATION INSTRUCTIONS;
"Drafting"	means writing Legislation to be submitted for consideration by the applicable enacting body, based on descriptions of the policy to which the Legislation is intended to give effect, using precedents, defined terminology, and established styles and formats, in an iterative process performed by Legislative Counsel;
"Drafting Notes"	means Legislative Counsel's comments in draft legislation to provide legal advice and to ask questions or raise issues that require attention;
"Editing"	means reviewing draft Legislation to ensure that it is correct and consistent in matters of usage, grammar, punctuation and spelling, that it adheres to established styles and standards, that it correctly identifies cross-referenced provisions and accurately

	quotes text to be struck out, and that it clearly and accurately expresses government policy and complex legal concepts;
"EEL"	means the electronic edit loose-leaf, which is the tool used by editors to track proposed changes to Statutes in a given legislative session to ensure the proposed changes do not conflict or overlap, and "REEL" has a corresponding meaning in relation to regulations;
"Enhancement"	any product change or upgrade that increases software or hardware capabilities beyond original Province requirements or specifications;
"Executive Legislation"	includes the following made under the authority of a Statute: <ul style="list-style-type: none"> a. orders in council; b. ministerial orders; c. proclamations; d. regulations;
"Explanatory Note"	means text included in Bills submitted to the Legislative Assembly for First Reading to explain the purpose of either <ul style="list-style-type: none"> a. the entire Bill, in which case the text appears on the page opposite page 1 of the Bill, or b. each amending provision, in which case the text appears on the page opposite, and is vertically aligned with, the amending provision to which the explanation applies;
"First Reading"	means the first stage in the legislative process following introduction of a Bill in the Legislative Assembly;
"Go-Live Date"	means December 31, 2023 or sooner as determined by the Province in consultation with the Contractor, upon which the Solution is made available for use by the Users;
"Government Electronic Mail System"	means the electronic mail system of the Province;
"Head Note"	means the editorial reference aid, style as bold Helvetica, that is included before a section of Legislation for the reader's convenience;
"House Amendment"	means a proposal to change a Bill during Committee Stage in the consideration of the Bill by the Legislative Assembly;
"Implementation"	encompasses all the post-Contract processes involved in the Solution operating properly in LSB's environment, including installation, Configuration, Data Conversion/Migration, system testing, User acceptance testing, User training, and delivery and making necessary changes;
"Implementation Period"	encompasses Phase 1: Installation and Phase 2: Configuration, Customization, Data Conversion/Migration, Training through to the Go-Live Date of the Solution;
"includes", "including", "such as"	denotes inclusiveness is not limiting;
"Initial Term"	means the first term of the Contract, which will include a period of time for Implementation of the Solution and will be for a period of seven (7) years, as referenced in APPENDIX D - SELECT TERMS FOR CONTRACT;

"Inoperative"	means that an amendment cannot have its intended effect, for reasons such as a. the provision to be amended is misidentified, b. the provision being amended is misquoted or repealed, or c. the amendment is brought into force before the provision that it purports to amend comes into force;
"Issue Date"	means the date that the NRFP was posted to BC Bid;
"Legislation"	means a Statute or Executive Legislation, in draft or proposed form [see "Bill"], enacted form or consolidated form, as applicable;
"Legislation Development"	means the process of producing Legislation, which involves Drafting, Editing, Assembling, Consolidating, and Publishing;
"Legislative Assembly"	means the deliberative assembly of the Parliament of British Columbia, in the province of British Columbia, Canada that meets in Victoria. Members are elected from provincial ridings and are referred to as members of the Legislative Assembly. Bills passed by the Legislative Assembly are given royal assent by Elizabeth II, Queen of Canada, represented by the Lieutenant Governor of British Columbia; also referred to as 'House';
"Legislative Counsel"	a lawyer who drafts Legislation;
"Legislative Professionals"	means staff in the OLC who support the drafting of Legislation and carry out the Editing, Assembling and Pre-Publishing of Legislation, and includes legislative counsel assistants, documents analysts, editors and staff responsible for liaison between Cabinet and Government House and for the administration of the Ministerial Orders Program, Commissions Program and Proclamations Program;
"LSB"	means Legal Services Branch, and is the branch of the Ministry that ensures that the administration of public affairs is carried out in accordance with the law;
"Maintenance and Support"	means services provided to support the Solution and includes corrective and preventative maintenance services logged and tracked within the Contractor's helpdesk system. These services can include but are not limited to installation assistance, Solution updates/upgrades, logging of incidents and related analysis, review and resolution of bug fixes;
"Mandatory Requirements"	has the meaning provided in APPENDIX G – Evaluation Criteria, Section 1;
"Ministerial Order"	means an order made, under the authority of a Statute or a Regulation, by a minister or an authorized delegate regarding the administration of Ministry programs, appointments to committees or other matters;
"Ministry"	means the Ministry of the Attorney General;
"must", or "mandatory"	means a requirement that must be satisfied (failure to comply with a mandatory requirement will lead to the disqualification of the Proponent's Proposal);
"Negotiated Request for Proposals or "NRFP"	means the procurement process described in this document and means this document, including all appendices, as may be

	modified from time to time by the Province in writing by Addenda;
"Official Contact"	means the government contact person identified on the cover page of the NRFP;
"OLC"	means Office of Legislative Counsel of British Columbia (within LSB);
"On-Premise"	means hosted and administered by the Province in the Province's datacenter.
"Order in Council"	means an order of the Lieutenant Governor acting by and with the advice and consent of the Executive Council (commonly referred to as Cabinet);
"Post Implementation Professional Services"	means services provided on a when and as requested basis to the Province Post Implementation;
"Pre-Publishing"	means making Legislation available. Document analysts prepare multiple publications on a weekly, semi-annual, and annual basis. For each publication, this involves identifying required documents; creating, preparing, and formatting documents; and working with OLC's publishing contacts to arrange print and online publication;
"Proclamation"	means a proclamation, in the form of a certificate, made by the Lieutenant Governor and issued under the Great Seal of the Province of British Columbia to foster public recognition and support for organizations and events that have significance to British Columbia;
"Project"	means the whole of the development of Legislation or a legislative change, from the initial request itself through to the production of the Bill or Executive Legislation for consideration by the applicable enacting body;
"Proponent"	means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract that submits a Proposal or, context permitting, intends to submit a Proposal;
"Proposal"	means a written response to this NRFP that is submitted by a Proponent and includes any documents identified in this NRFP as required to be submitted as part of the written response;
"Province"	means Her Majesty the Queen in right of the Province of British Columbia, and includes the Ministry;
"Provision", (in relation to Legislation)	means a discrete portion of legislative text, such as amending text or a section, subsection or paragraph;
"Queen's Printer" or "QP"	means the government organization charged with responsibility for publishing and distributing official print versions and unofficial online versions of the Statutes and of Executive Legislation;
"Redline"	means a form of text editing that shows deletions as struck out and additions as underlined;
"REEL"	means the electronic edit loose-leaf, which is the tool used by editors to track proposed changes to Regulations in a given legislative session to ensure the proposed changes do not conflict or overlap, and "EEL" has a corresponding meaning in relation to Statutes;

"Regulation"	means an instrument that must be deposited under the <i>Regulations Act</i> and published in accordance with that Act;
"Report Bill"	means a Bill that has been amended by House Amendment and reported as complete with amendment that shows the amendments in redline;
"Service Design"	means the activity of planning and organizing a business's resources (people, props, and processes) in order to (1) directly improve the employee's experience, and (2) indirectly, the customer's experience;
"should", "may", "weighted" or "desirable"	means a requirement having a significant degree of importance to the objectives of this NRFP;
"Solution"	means the Proponent's proposed COTS software plus any Configuration and/or Customization that may be required during Implementation so that the software will meet or exceed all of the requirements specified in the NRFP, and includes any subsequent Configuration and/or Customization as well as any updates/upgrades made available during the term of the Contract and any Enhancements;
"Statute"	means an Act of the British Columbia Parliament;
"Table of Legislative Changes" or "TLC"	means a manually created table, updated weekly, that shows all Act provisions and changes enacted or brought into force between a set date (current edition begins January 1, 2014) and the currency date, including not in force changes, future effective changes and repeal amendments;
"Tax Verification Letter"	means a letter issued by the Province's Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which is required to be produced by the successful Proponent as a condition of Contract finalization, as described in section 9.1.7.
"User"	means an individual approved by the Province to access and/or use the Solution; and
"Workaround"	means a method for overcoming a problem or limitation in a program or system.

APPENDIX B – ORGANIZATION OVERVIEW AND BACKGROUND

1 MINISTRY OVERVIEW

The Ministry of Attorney General ("Ministry") and the Ministry of Public Safety and Solicitor General comprise the justice and public safety sector within the Province. The ministries work together to administer justice, deliver public safety services and programs, and provide legal services to the Province. The ministries support the Province's commitment to building a strong economy and a secure tomorrow for the citizens of British Columbia.

The Legal Services Branch ("LSB") within the Ministry supports the Attorney General as the legal advisor to the Province. All legal services to the Province respecting civil matters are delivered by or under the supervision of LSB lawyers. LSB provides services to government ministries, agencies, boards, and commissions.

LSB will administer any Contract that may result from this NRFP.

The Office of Legislative Counsel ("OLC") is responsible for preparing and maintaining the Legislation applicable in British Columbia. The OLC constructs, consolidates, and prepares Legislation for publication.

Provincial Legislation is drafted by Legislative Counsel and is supported by Legislative Professionals in the OLC. Legislative Counsel and Legislative Professionals will be the primary Users of the Solution.

2 EXISTING SITUATION

Government law making (e.g., Bills, Regulations, orders in council, etc.) is a primary responsibility of every minister in delivering their agenda and maintaining public confidence. The OLC is responsible for preparing Legislation by converting policy concepts into legal language and ensuring they merge cohesively with other Legislation. Policy evolutions, landmark legislation, major government-led initiatives and the Province's commitment to reconciliation with Indigenous peoples have led to a substantial increase for legislative services which creates pressure on the timelines for deliverables. Current processes for Drafting new Legislation require significant manual effort and long timelines to consult on new Legislation, format new Legislation, reference precedent, and perform quality control reviews.

The current tools used for the Drafting, Editing, Assembling, and Consolidating of Legislation are not integrated into one system, and are instead separated into multiple applications.

These applications require a significant number of format conversion tasks which introduce the potential for error. There are manual, paper-reliant, and labour-intensive workflows requiring multiple stages of proofreading and versioning. OLC is seeking to consolidate these processes into a single Solution.

OLC processes approximately 1500 legislative projects (Bills and Executive Legislation) per year through a set of manual processes and disconnected tools. The current environment comprises documents in various electronic formats: DOC, DOCX, PDF, FM, XML and JPEG. These will need to be converted by the Contractor to structured XML as part of the migration to a new Solution.

3 CURRENT WORKFLOW

The five (5) phases of OLC's process are described below:

3.1 Drafting

Once OLC receives an approved request for a legislative project, Chief Legislative Counsel (CLC) assigns one or more Legislative Counsel to the project. This begins a complex, collaborative process between Legislative Counsel and instructing officials that also involves legislative assistants and editors.

3.2 Editing

Editors perform several tasks, including Editing, fact checking and proofreading. They collaborate with Legislative Counsel and legislative assistants to ensure drafts express complex concepts clearly and accurately while conforming to the rules and conventions of B.C. Legislation and related documents.

3.3 Assembling

Legislative assistants prepare edited documents for approval by the applicable executive or legislative body. This often involves Assembling or combining elements drafted by different Legislative Counsel into a single cohesive document. All documents are required to conform to strict formatting rules and presentation conventions.

3.4 Consolidating

Post approval, documents analysts manually incorporate newly enacted changes into previously enacted documents, ensuring that no other substantive changes are made to the text. As part of the Consolidation process, documents analysts also prepare accompanying legislative resources.

3.5 Pre-Publishing

Documents analysts prepare multiple publications on a weekly, semi-annual, and annual basis. For each publication, this involves identifying required documents; creating, preparing, and formatting documents; and working with OLC's publishing contacts to arrange print and online Publication.

APPENDIX C - OPPORTUNITY PARTICULARS

1 OBJECTIVES FOR SOLUTION

The Solution will enhance OLC's agility in Drafting, Editing, Assembling, Consolidating, and Pre-Publishing at all stages of production, ensuring accuracy, reliability, timeliness, and the mitigation of error risk. Employees will work more efficiently, eliminating repetitive, time-consuming manual tasks.

The Solution will replace a set of outdated, unsupported tools, along with manual processes and provide several critical improvements, including, but not limited to:

- a) simultaneous contribution: multiple Legislative Counsel and Editors will be able to work simultaneously on the same Project. This remedies the sequential review line with error-prone transfers and version control issues;
- b) automated formatting, Editing, and referencing (i.e. precedent Legislation will be linked automatically), leveraging the digital repository of historical Legislation. Additionally, language or formatting adjustments may prompt changes in other relevant areas of the document, increasing the speed and accuracy of clerical work;
- c) semi-automated Consolidation: updating existing Legislation through amendments (i.e., Consolidation) is simplified significantly as the new language will be automatically populated in all Legislation where the changes apply;
- d) centralized functionality: all Drafting, Assembling, and Editing tasks will be able to be completed within the same system, eliminating time-consuming conversions between MS Word and Adobe FrameMaker;
- e) improved Drafting efficiency;
- f) ability to seamlessly preview proposed changes to Legislation for ease of Drafting and ease of consultation and making changes during debate in the Legislative Assembly;
- g) enhanced security and auditing features (e.g. explore tracking workflow management, reporting, and stats);
- h) streamlined publishing: transmission of Legislation to Queen's Printer will be streamlined for publishing. Flexible source formatting will simplify the transcription process;
- i) vastly improved project management functionality required within the workflow;
- j) operate a "future proof" and modular system, scalable for growth;
- k) shortened timelines to prepare Legislation;
- l) decreased effort needed to prepare Legislation; and
- m) reduced risk of errors in Legislation to better support the Province in meeting its commitments.

2 SCOPE OF OPPORTUNITY

The Province is soliciting Proposals for the Solution delivered as a COTS solution requiring minimal Customization and Configuration, including the Solution Requirements set out at section 7.9.

1. The Solution must be:

- a) owned directly by the Proponent (i.e., the Proponent is the software manufacturer, not a value-added reseller or integrator) and the Proponent is able to grant a license for use to the Province;
- b) an On-Premise solution (i.e. not a private or public cloud solution); and
- c) an existing COTS legislative drafting system (i.e., not built from scratch).

2. The Province is seeking a Solution that will provide:

- a) the following functionality as more fully described in APPENDIX F2 – REQUIREMENTS WORKBOOK:
 - i. be a fully integrated system;
 - ii. be able to accommodate approximately 50 concurrent unnamed Users with different roles (working simultaneously), including six super Users
 - iii. have the potential for growth in Users;
 - iv. have the ability to track Drafting Projects and resources assigned to them;
 - v. perform granular security for Projects and Documents;
 - vi. be an On-Premise installation while maintaining a low operating cost; and
 - vii. accommodate Users on a Windows 10 (and newer) platform.

3. The Contractor will be required to provide the following:

- a) additional services, including Configuration and Customization to deliver business functionality of the Baseline Solution Requirements set out in APPENDIX C – OPPORTUNITY PARTICULARS section 7.9 (a)-(f), more fully described in APPENDIX F2 – REQUIREMENTS WORKBOOK, and Data Conversion/Migration services as more fully described in APPENDIX C – OPPORTUNITY PARTICULARS section 7.3.5 by the Go-Live Date;
- b) additional services, including Configuration and Customization to deliver business functionality of the Solution Requirements set out in section 7.9(g)-(i), more fully described in APPENDIX F2 – REQUIREMENTS WORKBOOK post Go-Live Date, once the Solution is under Maintenance and Support services; and
- c) additional services, including Maintenance and Support services of the Solution, more fully described in section 7.6;
- d) engagement with and reasonable support to the Province including providing any information or support documents needed in order for the Province to complete both a Privacy Impact Assessment (PIA) and Security Threat Risk Assessment (STRA) prior to the Go Live Date and to confirm the Contractor has addressed or has plans to address items identified through the PIA and STRA;
- e) system testing in the Province’s infrastructure;
- f) user acceptance testing;
- g) provision of Solution documentation; and
- h) reporting.

4. The Solution is anticipated to be delivered in the following three phases:

Implementation

Phase 1:

Installation of the Proponent’s COTS solution

Phase 2:

- Configuration of the Proponent’s COTS solution
- Customization

- Data Conversion/Migration of prioritized existing information, data, and attachments from the existing sources to the new Solution
- Training (training strategy, roll out plan, training for 50 Users)

Post-Implementation (after Go-Live Date)

Phase 3:

- Maintenance and Support
- additional Configuration
- additional Customization,
- additional Data Conversion/Migration
- additional training (e.g. training new employees, refresh employee knowledge on the Solution, ensure any Province resources providing administration of the On-Premise Solution are aware of updates/upgrades to the Solution)
- Enhancements

For clarity, all services in Phase 3 other than Maintenance and Support will be on an as and when required basis.

Reference section 4 for more details.

3 LICENCING

The Contractor will provide licencing that allows the Province use of the Solution for all Users as set out in APPENDIX D – CONTRACT TERMS. Currently, OLC has approximately 25 Legislative Counsel, 15 Editors and document analysts, and 10 administrative staff. The Province also envisions adding additional Users during the term of the Contract.

4 IMPLEMENTATION

The Go-Live Date will occur at the end of Phase 2.

4.1 Phase 1 - Installation

The installation of the proposed COTS solution into the Province's infrastructure occurs in this first phase of the Implementation. Installation will include all requirements noted as 'Standard out-of-the-box functionality' in the Proponent's completed APPENDIX F2 – REQUIREMENTS WORKBOOK.

Installation will include but not be limited to, the following:

- project planning, including development of an Implementation plan;
- project management to ensure delivery of the installed system in the Province's infrastructure; and
- installation of the Contractor's system.

4.2 Phase 2 - Configuration, Customization, Data Conversion/Migration and Training

Activities anticipated for Phase 2 include:

- Configuration
- Customization
- Data Conversion/Migration; and
- Training.

4.2.1 Configuration

The installation of the Proponent's COTS solution in Phase 1 in addition to Configuration agreed to by the Province for Phase 2 will result in a fully operational Solution that is configured for use by Users. The Contractor will perform any system Configuration necessary to support the needs described in APPENDIX F2 – REQUIREMENTS WORKBOOK for the Baseline Solution Requirements. The Contractor will work through the LSB Project Manager to obtain business information necessary for this Configuration work.

4.2.2 Customization

The installation of the Proponent's COTS solution in Phase 1 in addition to Customization agreed to by the Province for Phase 2 will result in a fully operational Solution that is customized for use by Users. The Contractor will perform any system Customization necessary to support the needs described in APPENDIX F2 – REQUIREMENTS WORKBOOK for the Baseline Solution Requirements. The Contractor will work through the LSB Project Manager to obtain business information necessary for this Customization work.

4.2.3 Data Conversion/Migration

During Implementation, the Province will require Data Conversion/Migration of existing information, data, and attachments from the existing sources to the new Solution, to be completed before the Go-Live Date.

Existing information includes consolidated Statutes, consolidated Regulations, annual Statutes, and the deposited Regulations. As of the NRFP Issue Date, the breakdown is as follows:

- consolidated Statutes: approximately 850 current
- consolidated Regulations: approximately 1500 current
- annual Statutes: approximately 5000 pages representing 5 years
- deposited Regulations: approximately 5500 pages representing 5 years

Proponents may research the publicly available BC Law website (<https://www.bclaws.gov.bc.ca/>) for reference. Proponents should be aware that this website contains more content than will need to be converted and is not necessarily indicative of OLC's publication style.

The Solution should be able to import and export documents from various industry standard document and image formats and easily migrate the Province's current content to the new platform. Examples of such documentation are provided as APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL.

Reference APPENDIX C – OPPORTUNITY PARTICULARS Section 7.3.5 for more details.

4.2.4 Training

The Contractor will provide a training strategy and plan, based on the specific training needs and constraints of the Province. The training strategy will identify the type of training (including train the trainer and end user training) and the mechanism and roll-out plan for delivering the training to the Users.

The Province anticipates the need for advanced training for super Users of the Solution and standard training for other Users, amongst other training from the Contractor.

The Contractor will manage and implement training for Users, with input from the Province. The Province will provide resources such as rooms, audio-video equipment as required and as available.

Reference APPENDIX C – OPPORTUNITY PARTICULARS Section 7.4 for more details.

5 POST-IMPLEMENTATION – PHASE 3

5.1 Maintenance and Support Services

Once Implementation is complete and the Solution is fully operational and the Go-Live Date has occurred, the Province will require ongoing Maintenance and Support services as described in section 7.6.

5.2 Post Implementation Professional Services

The following additional professional services may be requested of the Contractor under separate statements of work under the Contract on a time & materials basis:

5.2.1 Data Conversion/Migration

Following the Go-Live Date, it is anticipated that the OLC will seek additional conversion of materials into the Solution outside of those priority documents that were converted in connection with Phase 2.

5.2.2 Configuration

Following the Go-Live Date, some minimal Configuration may be requested of the Contractor.

5.2.3 Customization

Following the Go-Live Date, minimal Customization to deliver business functionality may be requested of the Contractor.

5.2.4 Training

Following the Go-Live Date, additional training services may be requested over the term of the Contract to provide the following:

- train new employees
- refresh employee knowledge on the Solution
- ensure any Province resources providing administration of the On-Premise Solution are aware of updates to the Solution

Reference APPENDIX C – OPPORTUNITY PARTICULARS Section 7.4 for more details.

5.2.5 Enhancements

There may be instances during the term of the Contract that Provincial business and program needs change. The Province requires the ability during the term of the Contract to request new Enhancements or other changes to and new functionality in the Solution in order to meet these changes to business and program needs.

6 MATERIAL INFORMATION

6.1 Working Conditions

The following are expected to be the standard business operating conditions for the duration of the Contract and should be considered during planning activities:

- a) Business Hours: 8:00am-6:00pm Pacific Time daily excluding British Columbia statutory holidays and weekends
- b) Maintenance window: 6 am – 12 noon Pacific Time on Sundays & all statutory holidays
- c) Meetings set for Tuesday through Thursdays to accommodate Province employee flex days

6.2 Provincial Policies

Any Contract that may result from this NRFP will require that the Contractor to comply with all applicable laws and all applicable policies communicated by the Province to the Contractor.

If access to BC government workplaces is required to perform the Services, Proponents should be aware of the Province's existing policies requiring any Contractor, its personnel and any subcontractors who will access BC government workplaces be fully vaccinated with COVID-19 vaccines approved for use in Canada, subject to any authorized exemptions. For more information, please go to: Contractor vaccination notice - Province of British Columbia (gov.bc.ca)

6.3 Interactions with Technical Infrastructure

Proponents should be aware that all interactions with the Province's technical infrastructure, including initial installation, updates, Configuration and screen sharing sessions will require the supervision of a representative from the Province for the entire, uninterrupted length of the remote connection session. If a Provincial representative is not available to supervise the session, no remote session will be initiated under any circumstances. The Province will need to review what is required to be installed, including identifying any risks, and the Province will assist and monitor the Contractor during these activities.

The Contractor will need to have the ability to install and configure its proposed COTS solution in the test and production environment through remote installation software which allows for a designated Province employee to monitor the Contractor's remote session.

6.4 Infrastructure Environment

Provincial applications are distributed across the wide-area network via a multi-tier architecture hosted at the Province-managed secure enterprise datacenter located in Kamloops BC, with failover in Calgary Alberta.

The Province's hosting technology infrastructure supports Microsoft Server OS environments, Linux OS distributions, and several database technologies as follows:

Operating Systems

- Microsoft Windows Server versions: 2016, 2019
- Red Hat Enterprise Linux versions: RHEL 7 (EOL in 2024) & RHEL 8

Hosting Technologies

- Virtual machines: VMWare ESX for Windows / Linux
- Containerization: Kubernetes via OpenShift
- Physical servers: only available for specific requirements

Databases

- Microsoft SQL Server versions: 2012, 2019
- Oracle Database versions: 12.1.0.2, 19c
- MySQL Server: only available for specific requirements

The Province is governed by IM/IT standards established by the Office of the Chief Information Officer (OCIO).

The Province requires a Solution that is and will remain compatible with applicable IM/IT standards that are described at: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards/find-a-standard>.

Common User Desktop Environment: the commonly used desktop environment includes (but is not limited to):

- Microsoft Windows 10 Enterprise
- Microsoft Chromium Edge browser, Google Chrome
- Microsoft Office 2016, Microsoft Office 365
- Java SE 1.8
- Adobe Acrobat Reader DC, Adobe Acrobat DC Professional

The Solution is required to be compatible with each of these environments and any updates to them.

6.5 Applicable Standards

The following standards are applicable to this NRFP and the Contractor will be required to comply with them:

- Government Core Policy - <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy>
- BC *Freedom of Information and Protection of Privacy Act* (FOIPPA) - http://www.bclaws.ca/Recon/document/ID/freeside/96165_00

6.6 Privacy and Security

All information collected by and retained within the Solution will meet the standards set by the Province for security and privacy.

Proponents should reference APPENDIX D - SELECT TERMS FOR CONTRACT, Privacy and Security to ensure they will be able to comply with the requirements.

7 EVALUATED REQUIREMENTS

This section 7 and APPENDIX F3 – DEMONSTRATION INSTRUCTIONS include ‘*Response Guidelines*’ which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in APPENDIX G – EVALUATION CRITERIA of the NRFP.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province's expectations.

Proponents are to submit their Proposals using the forms provided in the Appendices.

1. **APPENDIX F1 – PROPONENT WORKBOOK:** An MS Word response template.
2. **APPENDIX F2 – REQUIREMENTS WORKBOOK:** An MS Excel response template provided for Proponents to address the technical aspects of the Solution.
3. **APPENDIX F4 – SERVER REQUIREMENTS WORKBOOK:** An MS Excel spreadsheet for Proponent's to identify hardware requirements needed to host the proposed Solution.
4. **APPENDIX F5 – PRICING WORKBOOK:** An MS Word pricing response template.

Proponents should not include brochures, pamphlets, PowerPoint presentations or other unsolicited marketing collateral in their Proposals. Such materials will not be evaluated.

7.1 Proponent Capabilities

7.1.1 Corporate Experience

The Province is seeking proposals from Proponents with at least five (5) consecutive years experience prior to the Issue Date of this NRFP delivering a solution that meets the Solution Requirements set out in section 7.9 to organizations of similar size and complexity as the Province.

Response Guideline: Complete sections 1.1 and 1.2 of APPENDIX F1 – PROPONENT WORKBOOK.

7.1.2 References

Proponents are required to provide a minimum of two (2) references that can verify the experience set out in response to section 7.1.1 above. The Province reserves the right to contact references in accordance with section 8.6 Stage 4 Reference Check of the NRFP.

Response Guideline: Complete section 1.3 of APPENDIX F1 – PROPONENT WORKBOOK.

7.2 Proponent's Dedicated Team

The Proponent should have a dedicated Implementation team with proven experience conducting Implementation of the Solution, as well as with availability and sufficient redundancy to ensure timelines are met. Skillsets are required to be appropriate and with sufficient overlap between team members to ensure an efficient approach.

Skillsets should include:

- a) project management;
- b) change management;
- c) training;
- d) test coordination;
- e) Customization of proposed Solution;
- f) Data Conversion/Migration;
- g) transitioning and transition planning;

- h) Implementation; and
- i) experience with the proposed Solution.

Response Guideline: Complete section 2 of APPENDIX F1 – PROPONENT WORKBOOK.

7.3 Implementation

The COTS solution installed in Phase 1 becomes a Solution as a result of the activities in Phase 2. The Solution following Phase 2 work will result in a fully operational Solution that is configured for use by Users.

7.3.1 Service Design

The Province utilizes a Service Design approach to Solution Implementation. This approach creates improved service experiences by focusing on user needs. The Province prefers Proponents that work collaboratively with the client in systems design to see how the Proponent proposed Solution accommodates and supports business processes and is able to suggest process improvements based on their implementation experience and based on the strengths of their proposed Solution. It is expected that this collaboration will inform the Configuration of the proposed COTS solution by the Contractor through an iterative approach which may evolve over multiple sprint cycles.

Response Guideline: Complete section 3.1 in APPENDIX F1 – PROPONENT WORKBOOK.

7.3.2 Implementation Planning

The Contractor will work with the LSB Project Manager to develop a joint Solution Implementation plan for the Solution Implementation. The Solution Implementation plan will reside with the Province with the Contractor expected to have continuing input into the plan. The LSB Project Manager will require the Contractor to provide key Contract deliverable dates so the LSB Project Manager is aware of Project status at all times.

Response Guideline: Complete section 3.1 and 3.2 of APPENDIX F1 – PROPONENT WORKBOOK.

7.3.3 Timeline

It is expected that the Contractor's proposed system will be installed within three (3) months after the execution of the Contract (Phase 1). Further, it is expected that the Go-Live Date will occur by December 31, 2023, or sooner as determined by the Province in consultation with the Contractor (Phase 2).

At the Go-Live Date, the Solution is required to be fully operational, and the six (6) Baseline Solution Requirements completed as per APPENDIX F2: REQUIREMENTS WORKBOOK, including:

- security and access
- Drafting
- Editing
- Assembling
- Consolidating
- Pre-Publishing

The Implementation process will be conducted in consultation with the Province.

Response Guideline: Complete section 3.3 of APPENDIX F1 – PROPONENT WORKBOOK.

7.3.4 Implementation Management

The Contractor will work closely with the LSB Project Manager to manage the Implementation. The LSB Project Manager will be responsible for the activities performed by the OLC and for reporting up to the Steering Committee.

Response Guideline: Complete section 3.4 of APPENDIX F1 – PROPONENT WORKBOOK.

7.3.5 Data Conversion/Migration

Data Conversion/Migration services will be required to convert current legislative documentation to the Solution. The Province will identify a priority set of the data for the Contractor to complete Data Conversion/Migration during Phase 2.

The Solution should be able to import and export documents from various industry standard document and image formats and easily migrate the Province's current content to the new platform. Examples of such documentation is provided as APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL.

The Province will require the Contractor to import data from the Province's current legislative data repository to the Solution. The Province requires assistance with Data Conversion and Migration in a manner that minimizes adverse impacts on Provincial staff and stakeholders.

OLC processes approximately 1500 legislative Projects (Bills and Executive Legislation) per year through a set of manual processes and disconnected tools. The current environment comprises documents in various electronic formats: DOC, DOCX, PDF, FM, XML and JPEG. These will need to be converted by the Contractor to structured XML and for compatibility with the Solution.

Existing information includes consolidated Statutes, consolidated Regulations, annual Statutes, and the deposited Regulations. As of the NRFP Issue Date, the breakdown is as follows:

- consolidated Statutes: approximately 850 current
- consolidated Regulations: approximately 1500 current
- annual Statutes: approximately 5000 pages representing 5 years
- deposited Regulations: approximately 5500 pages representing 5 years

The Contractor will obtain business information necessary for this Data Conversion/Migration work from the LSB Project Manager, including the definition of a data conversion strategy for the conversion and migration of the data into the new Solution. The Contractor will provide tools, programs and other mechanisms necessary to convert and migrate the data.

Response Guideline: Complete section 3.5 of APPENDIX F1 – PROPONENT WORKBOOK.

7.4 Training

The Contractor will provide a training strategy & plan for Phase 2 of the Implementation based on the specific training needs and constraints of the OLC. The training strategy & plan will identify the type of training (including train the trainer and end user training) and the mechanism and roll-out plan for delivering the training to the Users which includes the new Configuration changes made to the Solution.

Phase 2 training is anticipated to be focused on understanding the Contractor's system and provide a foundation for Users for future changes / enhancements resulting from Configuration and Customization changes. During Phase 2, the Province anticipates the need for advanced training for super Users of the Solution and standard training for other Users, amongst other training from the Contractor.

The Contractor will manage and implement training for Users, with input from the Province. The Contractor is expected to make the test and training systems available to Solution administrators. The Province will provide resources such as rooms, audio-video equipment as required and as available.

The Contractor will provide Solution documentation, inclusive of Configuration and Customization additions to the Solution to the Province and Users as a part of the training in Phase 2. Solution documentation may include: User and administrative training, User guides, and training documentation.

Following the Go-Live Date, additional training services may be requested over the term of the Contract to provide the following:

- train new employees
- refresh employee knowledge on the Solution
- ensure any Province resources providing administration of the On-Premise Solution are aware of updates to the Solution

Response Guideline: Complete section 4 of APPENDIX F1 – PROPONENT WORKBOOK.

7.5 System testing and user acceptance testing (UAT)

7.5.1 System testing

The Contractor will be expected to perform appropriate system and modular testing of the installed system in the Province's infrastructure.

The Contractor will perform any system testing necessary to support the needs described in APPENDIX F2 – REQUIREMENTS WORKBOOK.

The Contractor will need to have the ability to install and configure the Solution in the test and production environment through remote installation software which allows for a designated Provincial employee to monitor the Contractor's remote session.

Response Guideline: Complete section 5.1 of APPENDIX F1 – PROPONENT WORKBOOK.

7.5.2 User acceptance testing (UAT)

The Contractor will develop a UAT process in consultation with the Province and will develop a test/training environment to permit Users to become familiar with the Solution and test subsequent changes in a non-production environment. The Contractor will work, through the LSB Project Manager, to schedule the business resources in OLC to perform the necessary UAT on the Solution and correct any identified deficiencies.

Response Guideline: Complete section 5.2 of APPENDIX F1 – PROPONENT WORKBOOK.

7.6 Maintenance and Support Services

Once Implementation is complete and the Solution is fully operational and the Go-Live Date has occurred, the Province will require ongoing provision of Maintenance and Support services.

The Province will provide User support to the OLC through its system administrators. Individual end Users will not contact the Contractor. From 8am to 6pm Pacific Time on Business Days, the Contractor will be available to the Province's system administrators for Solution support.

The Contractor will be required to provide ongoing Maintenance and Support services covering the Solution as set out below and as additionally proposed by the Proponent or negotiated with the lead Proponent at the time of Contract negotiations.

The Contractor is required to provide the following minimum Maintenance and Support services during the term of the Contract.

7.6.1 Maintenance and Support Services

The Contractor will be required to provide support for the Solution during Business Hours to system administrators, including at a minimum:

- a) use of Contractor's helpdesk system for:
 - i. communicating and tracking logged corrective and preventative maintenance requests;
 - ii. completing activities and providing help desk Services to fulfill incident and maintenance requests to resolve Solution interruptions as quickly as possible, and/or identify fixes or workarounds when required;
 - iii. assistance to the Province in providing support for the Solution to the OLC; and
 - iv. provision of knowledge transfer and mentoring to Province personnel to better equip Province personnel to provide support for the Solution to the OLC.

Maintenance and Support Services will also include:

- a) corrective maintenance (e.g., bug fixes, defect evaluation and repair);
- b) preventative maintenance that includes pro-active activities to ensure the Solution continues to perform as required (e.g., analysis and installation of hotfixes; service packs as required;
- c) analysis and installation of platform security and OS fixes as required; performance tuning; best practices recommendations; database maintenance, analysis and review);
- d) Solution upgrades and updates, coordinated with the Province and implemented in a manner that minimizes error post-implementation and ensures any changes applied for the Province (e.g. Configuration, Customization, Enhancements) remain intact; and
- e) engagement and support of the change management and release management process for the Solution.

Response Guideline: Complete section 6 of APPENDIX F1 – PROPONENT WORKBOOK.

7.6.2 Change Management and Release Management

The Province requires the Contractor to have established change management and release management methodologies and procedures to minimize the impact of software changes on Users, including the following:

1. adhering to the applicable government IM/IT and infrastructure standards as described in section 6.4 of this APPENDIX C – OPPORTUNITY PARTICULARS, the Province is governed by IM/IT standards established by the Office of the Chief Information Officer (OCIO) and as such ongoing compatibility with the Solution is essential to this Contract;
2. providing system support technicians that provide annual scheduled system maintenance and emergency system repair as required;
3. implementing software version control and processes that ensure the proper management of source code and revision practices and keeping track of changes to software and hardware configuration;
4. scheduling updates or fixes to minimize impact on Users (please include any restriction(s), mandatory or optional release cadence options);
5. providing a documented proactive plan to agree to priorities, timing, and incorporating the Province's capacity to receive updates or fixes and the impact of changes, and a documented process that provides the Province with advance notification of any planned upgrades, patches or enhancements to the Solution and that allows the Province to request deferments to established patch/upgrade plans;
6. ensuring the software is thoroughly tested by the Contractor (system testing) and Users (user acceptance testing) prior to release, ensuring business continuity and custom settings are maintained;
7. providing training to system administrators and Users when necessary; and
8. updating any documentation, including training manuals, as applicable.

Response Guideline: Complete section 6.5 of APPENDIX F1 – PROPONENT WORKBOOK.

7.7 Post Implementation Professional Services

The Province anticipates the need for when and as required services, on a time & materials basis, including:

- Customization; and
- Enhancements

7.7.1 Customization

Some minimal Customization to deliver business functionality may be requested of the Contractor.

Response Guideline: Complete section 7.1 of APPENDIX F1 – PROPONENT WORKBOOK.

7.7.2 Enhancements

There may be instances during the term of the Contract that Provincial business and program needs change. The Province requires the ability during the term of the Contract to request new Enhancements to and new functionality in the Solution in order to meet these changes to business and program needs.

The Province requires established change request, change evaluation, configuration, and release management procedures as it anticipates change requests from time to time during the Contract term on an ad hoc, as needed

basis, to address changes or needed Enhancements to the Solution to meet evolving Provincial program and business needs and potential changes in Legislation.

Response Guideline: Complete section 7.2 of APPENDIX F1 – PROPONENT WORKBOOK.

7.8 Transition Services

The Province will require the Contractor to provide transition services, during the term of the Contract to transfer required knowledge and provide for the smooth transition to another solution as appropriate. For clarity, the Province will not pay any additional fees for transition services provided by the Contractor during the Term. For any transition Services provided to the Province after the expiry or sooner termination of the Contract, the Province will pay the Contractor fees on a time and materials basis at the applicable hourly rates for post-Implementation Services in effect as of the date of such expiry or sooner termination.

Transition services may include, but are not limited to:

- a) participating in transition planning processes with the Province and/or a new service provider, if applicable; and
- b) providing such other assistance to the Province as may be reasonably required in connection with the transition to a new system and service provider, including the preparation of a transition plan.

Response Guideline: Complete section 8 of APPENDIX F1 – PROPONENT WORKBOOK.

7.9 Solution Requirements

The Province is seeking a Solution that will provide the following Solution Requirements:

- a) security and access;
- b) Drafting;
- c) Editing;
- d) Assembling;
- e) Consolidation;
- f) Pre-Publishing;
- g) project management and report generation;
- h) system integration and conversion; and,
- i) workflow, search, document functions.

Solution Requirements will be incorporated into any Contract resulting from this NRFP.

The following Solution Requirements are considered Baseline Solution Requirements and are required by the Go-Live Date:

- a) security and access;
- b) Drafting;
- c) Editing;
- d) Assembling;
- e) Consolidation; and,
- f) Pre-Publishing.

The following are additional functionality required in the Solution, but are not required by the Go-Live Date:

- g) project management and report generation;
- h) system integration and conversion; and
- i) workflow, search, document functions.

7.9.1 Solution Capabilities

The proposed Solution should substantially meet all requirements described in detail in the APPENDIX F2 – REQUIREMENTS WORKBOOK. Proponents should carefully indicate through the self-assessment codes and explanations whether their COTS solution meets each requirement described in APPENDIX F2 including the following:

7.9.2 Workflow, Search, Document Functions

- a) a variety of workflows and functionalities (See section 1.1, REQ 001-008 in APPENDIX F2);
- b) styles and fonts (See section 1.2, REQ 009-013 in APPENDIX F2);
- c) search functionality (See section 1.3, 014-017 in APPENDIX F2);
- d) document project management (See section 1.4, REQ 018-022 in APPENDIX F2); and
- e) document organization and maintenance (See section 1.5, REQ 023-029 in APPENDIX F2).

Response Guideline: See section 1, REQ 001-029 in APPENDIX F2 for the specific requirements and complete sections 1.1, 1.2, 1.3, 1.4 and 1.5 in APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.3 Security and Access

7.9.3.1 Security

The Proponent's Solution should be able to adequately manage User access and security, including but not limited to:

1. User access and security management integrations:
 - a) internal Provincial Users will be authenticated via the Province Enterprise Security Gateway infrastructure known as "BC Gov Active Directory (IDIR)". Integration with Active Directory can be achieved via:
 - SAML IdP protocol via CA Siteminder;
 - ODIC via Keycloak; and
 - Active Directory Federation Services
2. granular security management;
3. administration levels management;
4. role dependent access;
5. ability to sequester certain Projects; and
6. Project based document repositories

7.9.3.2 Access

The Proponent's Solution should:

- distinguish Users by category and based on the category various role permissions will be granted;
- be capable of logging all activities to support operational or forensic security audits;
- have a User management screen to manage Users/roles/permission levels; and,

- provide a robust User management component that incorporates suitable flexibility to adjust User access to reflect changing business needs over time. Consequently, the system administrator role must have the ability to manage User access for the system.

The following User management features should be included in the proposed system:

- support Users with single sign-on;
- system administrator role will must the ability to create, read, update, and delete Users, roles, and permissions; and
- all changes made by the system administrator role to User accounts, roles, or permissions will be tracked through an audit trail.

Response Guideline: See section 2, REQ 030-037 in APPENDIX F2 for the specific requirements and complete section 2 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.4 System Integration and Conversion

The Solution is required to integrate into the Province’s current infrastructure, as described in section 6.4 – Infrastructure Environment of this APPENDIX C – OPPORTUNITY PARTICULARS.

Response Guideline: See section 3, REQ 038-040 in APPENDIX F2 for the specific requirements and complete section 3 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.5 Drafting

Once OLC receives a request to initiate a Project and the request is approved, Chief Legislative Counsel (CLC) assigns one or more Legislative Counsel to the Project. This begins a complex, collaborative process between Legislative Counsel and instructing officials that also involves legislative assistants and editors.

The Proponent’s Solution should:

- a) provide a single integrated platform for Drafting;
- b) display proposed changes in context of existing text;
- c) provide advanced search options;
- d) have pre-defined templates and the ability to create and modify templates, provide a central repository of documents that allows multiple Users to create working copies to work on the same document simultaneously; and
- e) manage merge conflicts and provide version control to manage changes to files over time.

Response Guideline: See section 4, REQ 041-056 in APPENDIX F2 for the specific requirements and complete section 4 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.6 Editing

Editors perform several tasks, including Editing, fact checking and proof reading. They collaborate with drafters and legislative assistants to ensure drafts express complex concepts clearly and accurately while conforming to the rules and conventions of B.C. legislative and related documents.

The Proponent's Solution should:

- a) provide a single integrated platform for Editing;
- b) display the draft's proposed changes in context of existing text and show potential conflicts with changes proposed in other drafting projects;
- c) automate clerical and fact-checking tasks;
- d) track changes made by multiple Users; and
- e) provide annotation and commenting tools.

Response Guideline: See section 5, REQ 057-063 in APPENDIX F2 for the specific requirements and complete section 5 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.7 Assembling

Legislative assistants prepare edited documents for approval by the applicable executive or legislative body. This often involves Assembling or combining elements drafted by different authors into a single cohesive document. All documents are required to conform to strict formatting rules and presentation conventions.

The Proponent's Solution should:

- a) create, organize, and format document components based on structured content; and
- b) have pre-defined templates and the ability to create/modify templates.

Response Guideline: See section 6, REQ 064-069 in APPENDIX F2 for the specific requirements and complete section 6 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.8 Consolidating

Post approval, document analysts manually incorporate any in-force changes into existing documents, ensuring that no other substantive changes are made to the text. As part of the Consolidation process, documents analysts also prepare accompanying legislative resources.

The Proponent's Solution should:

- a) differentiate between in-force and not-in-force changes;
- b) create a schedule for changes with defined future in-force dates;
- c) produce a report of all in-force and not-in-force changes; and
- d) create an approval workflow for consolidation tasks.

Response Guideline: See section 7, REQ 070-072 in APPENDIX F2 for the specific requirements and complete section 7 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.9 Pre-Publication

Document analysts prepare multiple publications on a weekly, semi-annual, and annual basis. For each publication, this involves identifying required documents; creating, preparing, and formatting documents; and working with OLC's publishing contacts to arrange print and online Publication.

The Proponent's Solution should:

- a) allow for multiple concurrent publication projects;
- b) create, organize, and format document components based on structured content according to which publication is being produced;
- c) have pre-defined templates and the ability to create/modify templates; and
- d) create an approval workflow for publication tasks.

Response Guideline: See section 8, REQ 073-076 in APPENDIX F2 for the specific requirements and complete section 8 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.9.10 Project Management and Report Generation

The ability to organize and manage a Legislation Project and generate reports is fundamental to OLC's work.

The Proponent's Solution should provide pre-set and configurable reports, User dashboards, project management and custom reporting to allow OLC to manage legislative output and to review work and progress. The Solution should be able to provide analytics and the ability to track and report time spent on tasks.

Response Guideline: See section 9, REQ 077-081 in APPENDIX F2 for the specific requirements and complete section 9 of APPENDIX F2 – REQUIREMENTS WORKBOOK.

7.10 Solution architecture

The Province will procure and maintain hardware to host the Solution. The Province endeavours to keep operating costs to a minimum while providing the appropriate infrastructure for the Solution.

Province server specifications are available in APPENDIX F4 – SERVER REQUIREMENTS WORKBOOK under the Province Server Specifications tab.

APPENDIX D – SELECT TERMS FOR CONTRACT

Note to Proponents: The lead Proponent and the Province will negotiate a Contract on the basis of the lead Proponent's Proposal and this NRFP, including these "Select Terms for Contract" (the "Contract Terms"). Where these Contract Terms indicate a general intention to include specific provisions in the Contract but do not provide specific language, specific language for these provisions will be negotiated. Additional provisions and schedules will be jointly finalized with the lead Proponent depending on the nature of the lead Proponent's Proposal, and to the extent not inconsistent with the scope and other requirements set out in the NRFP, including these Contract Terms. Subject to the above, after the lead Proponent is so identified by the Province, it may submit its own form of contract for consideration by the Province. The Province may, in its sole and absolute discretion, elect to: (a) use the lead Proponent's form of contract (the "Proponent Terms"), modified as required to be consistent with these Contract Terms, as a starting point for negotiation; or (b) elect to include, in the Province's form of contract, provisions from the Proponent Terms, modified as required to be consistent with these Contract Terms. Notwithstanding the foregoing, the Province will not be obliged to accept or negotiate any provisions proposed by a Proponent, particularly if they conflict with these Contract Terms.

In this Appendix D and the attached Exhibits: (a) references to "include", "includes" or "including" are not intended to be limiting; (b) terms defined in the singular include the plural and vice versa, as the context requires; (c) capitalized terms not defined in this Appendix D are used as defined in the NRFP; (d) references to the "Contract Terms" include the attached Exhibits; (e) the term "Agreement" in the attached Exhibits has the same meaning as "Contract" as used in the body of this Appendix D and as defined in the NRFP; (f) "Services" means the services to be provided by the Contractor pursuant to the Contract, as further described at a high level in Exhibit 2 to this Appendix D and as detailed in the NRFP.

INTERPRETATION

The Contract will include provisions addressing interpretation, including definitions and other interpretation matters. The Contract will not include a severability provision allowing a court or other third-party decision maker to insert a provision of its choosing to replace a provision that is found to be illegal or unenforceable.

TERM, TERMINATION AND TRANSITION

Term

The Contract will include provisions respecting the term of the Contract, including those specifying that: (a) the initial term of the Contract, which will include a period of time for implementation of the Solution, will be for a period of seven (7) years (the "**Initial Term**"); and (b) the Province may, in its sole and absolute discretion, extend the term by written notice to the Contractor for up to two (2) additional terms of five (5) years each (each an "**Extension**", and together with the Initial Term, the "**Term**").

The Contract will not include a provision requiring a renegotiation of any of the terms of the Contract in connection with any Extension.

Termination

The Contract will include a termination provision allowing the Province to terminate the Contract immediately on written notice for an event of default, including a material breach of the Contract (as determined by the Province in its sole and absolute discretion, and which will include any breach of the Province's privacy

and/or security requirements), the bankruptcy or insolvency of the Contractor and a change in corporate control of the Contractor.

The Contract will include a provision allowing the Province to terminate for convenience on written notice without an obligation to pay the Contractor any termination fees, penalties, costs or other amounts of any kind, except as applicable for Services completed to the Province's satisfaction before the date of termination.

Transition

The Contract will include provisions respecting transition at the end of the Term, including those that specify: (a) the length of the transition period, which may include up to twelve (12) months after the end of the Term, at the option of the Province; (b) the preparation of a transition plan; and (c) the transition Services to be provided by the Contractor during the transition period.

SOLUTION REQUIREMENTS

The Contract will include provisions describing the Solution requirements as set out at a high level in Exhibit 1 to this Appendix D and as detailed in the NRFP.

PROVISION OF SERVICES

The Contract will include: (a) provisions describing the Services to be provided by the Contractor, as set out at a high level in Exhibit 2 to this Appendix D and as detailed in the NRFP; and (b) provisions describing testing and acceptance procedures, including user acceptance testing.

PAYMENT

The Contract will include payment provisions, including provisions to the effect that invoices must be in a form and format satisfactory to the Province, and provisions consistent with the following:

Fees

Fees for the Initial Term as set out in Exhibit 3 will be as proposed by the Contractor in its Proposal. Within 120 days prior to the expiry of the Initial Term or the first Extension, as the case may be, the Contractor may request in writing a pricing increase of up to 10% above the then-current pricing. For clarity, any pricing increase will apply for the duration of the applicable Extension. If the Contractor does not request a pricing increase in accordance with this paragraph, the then-current pricing will apply for the duration of the applicable Extension.

Timing of Payment

At a minimum, payment will be stated to be due no sooner than thirty (30) days following receipt by the Province of an invoice.

Payment not Deemed Acceptance

Payment of any invoice will not be deemed to constitute approval or acceptance of an invoice or to preclude the Province from disputing any amount set out in an invoice at any later time.

Interest

Interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed and commencing no earlier than the 61st day after the date of invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the *Financial Administration Act* (BC) (the “**FAA**”).

Withholding and Set-off

Without limiting any other provision of the Contract, the Province may:

- (a) withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims or losses that have arisen or could arise in connection with the provision of the Services under the Contract, provided, however, that an amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province. Interest must not be charged on any payments withheld in accordance with the Contract;
- (b) withhold payment of any invoice, in whole or in part, that is disputed in good faith until such dispute is resolved; and
- (c) set off any amounts owed under the contract against any amounts owed by the Contractor to the Province, whether or not as a result of the Contract, in accordance with applicable law, including the FAA.

Appropriation

The Province's obligation to pay money to the Contractor is subject to the FAA, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and Treasury Board not having controlled or limited expenditure under that appropriation.

Currency

All references to money in the Contract will be to Canadian dollars.

Prohibition Against Committing Money

Without limiting any other provision of the Contract, the Contractor must not in relation to performing the Contractor's obligations under the Contract commit or purport to commit the Province to pay any money except as may be expressly provided for in the Contract.

Refunds of Taxes

The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of the Contract that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under the Contract; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

NON-RESIDENT INCOME TAX

If the Contractor is not a resident in Canada, the Contractor will acknowledge that the Province may be required by law to withhold income tax from the fees described in the Contract and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

TAX VERIFICATION

Unless an exception applies (as determined by the Province in its sole and absolute discretion), the Contract will include the provisions of the Tax Verification Schedule attached as Exhibit 5 to this Schedule C, as may be amended by the Province from time to time in its sole discretion.

REPRESENTATIONS, WARRANTIES AND COVENANTS

The Contract will include representations, warranties and covenants, including, as applicable, those consistent with the following:

- (a) the Contractor has the power and capacity to enter into the Contract and to observe, perform and comply with the terms of the Contract;
- (b) the Contract has been duly authorized by all necessary action of the Contractor and constitutes a valid, subsisting and legally binding Contract that is enforceable against the Contractor in accordance with its terms;
- (c) the observance and performance of the terms and conditions of the Contract will not constitute a breach or a default by the Contractor under any law, statute or regulation applicable to or binding upon it, or any contract to which it is a party;
- (d) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with the Contract are true and correct to the best of the Contractor's knowledge;
- (e) the Contractor has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its ability to fulfill its obligations under the Contract;
- (f) it is not a party to and has no knowledge of any legal claims against it that would materially affect its undertaking or financial condition;
- (g) it holds and will maintain throughout the Term all permits, licenses, consents and authorizations issued by any federal, provincial, regional or municipal government, or an agency of any of them, that are necessary in connection with its operations and the performance of its obligations under the Contract;

- (h) the Contractor and its personnel possess the necessary skills, expertise and experience to carry out and complete the Services in accordance with the terms of the Contract;
- (i) the Contractor has obtained and will maintain throughout the Term all necessary arrangements and licenses with third parties to ensure that the Contractor can fully perform its obligations under the Contract; and
- (j) the Contractor has sufficient rights in the Solution to grant to the Province the necessary licenses for the Solution, and that such licensing and the provision of any related Services does not and will not infringe upon the intellectual property or other rights of any third party.

The Contract will not include provisions that are inconsistent with the above representations, warranties and covenants, including any disclaimer of warranties regarding non-infringement of the Solution. The Contract will include a provision to the effect that representations, warranties and covenants made or provided by the Contractor under the Contract will be material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

GENERAL PERFORMANCE OBLIGATIONS

The Contract will include provisions with respect to the Contractor's performance of its obligations under the Contract, including those consistent with the following:

The Contractor will:

- (a) in the course of performing its obligations under the Contract, comply, and ensure that its employees, agents and subcontractors comply, with all applicable laws and all applicable policies of the Province communicated by the Province to the Contractor, including policies regarding access to and/or attendance at facilities owned, controlled or occupied by the Province;
- (b) at its own expense and except as may be expressly provided otherwise in the Contract, make all arrangements and supply all labour, materials, approvals and licenses necessary or advisable for the provision of the Services;
- (c) perform the Services in a good and proficient manner to the same reasonable standards of professional skill and competence generally applicable to generally recognized providers of services of the same type as the Services;
- (d) perform the Services to meet or exceed the applicable specifications and service levels;
- (e) comply with any reasonable instructions as to the performance of any Services given by the Province from time to time, including instructions to provide reasonable assistance and information to other service providers of the Province, provided, however, that unless otherwise agreed in writing the Service Provider may determine the manner in which the instructions are carried out;
- (f) ensure that the Solution will not include any disabling or limiting code, locking device, key, routine or device that would limit the Province's use of the Solution;
- (g) ensure that the Solution will be checked for viruses using the latest version of a commercially available virus checker before delivery to the Province;

- (h) ensure that any documentation provided by the Contractor in connection with the Solution accurately describes the maintenance and support Services and the use and operation of the Solution; and
- (i) ensure that all personnel used by the Contractor in connection with the provision of the Services are adequately trained, fully instructed and supervised.

SOFTWARE WARRANTY

The Contract will include software warranty provisions consistent with industry standards for software similar to the Solution, including provisions to the effect that: (a) the Solution (including any Customization or Enhancement) will perform, for a period of time consistent with industry standard but in no event less than 90 days following implementation of the Solution (or the particular Customization or Enhancement, as the case may be) in the Province's production environment, in all material respects in accordance with any applicable specifications and documentation (collectively, "**Specifications**"), to the extent that it is used in accordance with the Specifications; (b) the Contractor will, at its expense, repair or replace any portion of the Solution (or the particular Customization or Enhancement, as the case may be) that does not perform in accordance with the Specifications; and (c) where the Contractor is unable to repair or replace such portions, the Province may, in addition to any other right of termination, terminate the Contract, in which case the Contractor will refund to the Province a *pro rata* portion of any prepaid fees.

CHANGE PROCESS/STATEMENT OF WORK PROCESS

The Contract will contain provisions setting out the process for the Province requesting, effecting, communicating and managing any changes to the Services and the Contract. This will include a statement of work process for Services to be provided after the Go-Live Date on a time and materials basis as well as a process for any changes to a statement of work.

RECORDS AND AUDITS

The Contract will include provisions requiring the Contractor to maintain, during the Term and any longer period as may be required by the *Information Management Act* (BC), and to make available for review by the Province, time and other records to enable the Province to verify compliance with the terms of the Contract. Records must be maintained during the Term and for such longer period as may be required by that Act.

The Contract will not include provisions giving the Contractor a right of audit requiring access to the systems or physical premises of the Province.

PRIVACY AND SECURITY

The Contract will include terms requiring the Contractor to:

- (a) acknowledge that it is a "service provider" as defined in the *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**") and to agree to comply with the provisions of Part 3 of FOIPPA in the limited circumstances in which the Services involve the Contractor coming into contact with or handling "personal information" as defined in FOIPPA;
- (b) comply with the Province's security requirements and the Security Schedule attached as Exhibit 4 to this Appendix D; and

- (c) acknowledge and agree that, unless otherwise permitted by the Province, all interactions with the Province's technical infrastructure, including initial installation, updates, Configuration and screen sharing sessions will require the supervision of a Province representative for the entire, uninterrupted length of the remote connection session, otherwise no remote session will be initiated.

CONFIDENTIALITY AND RESTRICTIONS ON PROMOTION AND OTHER PUBLIC ANNOUNCEMENTS

The Contract will include provisions regarding confidentiality and restrictions on promotions and public announcements consistent with the following:

Confidentiality

The Contractor must treat as confidential all confidential information accessed or obtained by the Contractor or a subcontractor (whether verbally, electronically or otherwise) as a result of the Contract, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under the Contract or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as a result of a breach of the Contract; or
- (c) if it is information of the Contractor in existence prior to the start of the Term or developed independently of the Contract.

Disclosure Pursuant to FOIPPA

Any provision of the Contract requiring the Province to maintain the confidentiality of any Contractor information must, in addition to the exceptions set out above, be subject to any requirement for the Province to disclose such information pursuant to applicable law, including FOIPPA, whether such disclosure is required in response to a freedom of information request or is otherwise required by applicable law. Any requirement to provide notice to the Contractor of any such disclosure must be solely as required pursuant to applicable law, including FOIPPA.

Restrictions on Promotion

The Contractor must not, without the prior written approval of the Province:

- a) refer for promotional purposes to the Province being a customer of the Contractor; or
- b) unless required by applicable law, make or cause to be made any public announcement or published references relating to the Contract or the Province having entered into the Contract.

The Contractor will not be permitted to use the Province's marks, logos or name for marketing or other purposes without the prior written consent of the Province.

INTELLECTUAL PROPERTY

The Contract will include provisions regarding intellectual property consistent with the following:

Province Material

The Province will be the exclusive owner of all property and intellectual property rights in:

- (a) any material (including documents, data and other materials that are input into the Solution, whether by the Contractor or otherwise, as well as software, forms and reports and all confidential information of the Province) that the Province provides to the Contractor (or a subcontractor);
- (b) any data, documents or other material generated through the Province's use of the Solution;
- (c) any Customized Specifications (as defined below); and
- (d) any reports, documentation, software modules or other materials, other than any Modifications (as defined below), created by the Contractor or a subcontractor as a result of the Contract (the "**New Material**")

(collectively, the "**Province Material**").

Upon the Province's request, the Contractor will deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or its employees) or a subcontractor (or its employees) may have in the New Material or in any materials incorporated or embedded by the Contractor or a subcontractor in the New Material that either pre-exist the Contract or were created independently of the Contract (the "**Incorporated Material**"), and that confirm the vesting in the Province of the copyright in the New Material.

The Province Material may be used by the Contractor only in connection with the performance of the Contractor's obligations under the Contract. Upon request by the Province at any time during the Term and upon expiration of the Contract, the Contractor will promptly provide all Province Material in the Contractor's (or a subcontractor's) possession to the Province in the format and manner requested by the Province.

Contractor Material

The Contractor will retain ownership of: (a) the Solution and any modifications thereto (the "**Modifications**"); (b) the Specifications; and (b) the Incorporated Material (collectively, the "**Contractor Material**").

In consideration of the applicable licensing fees as provided by the Contractor in its Proposal, the Contractor will grant to the Province a non-exclusive, irrevocable, worldwide license:

- (a) to access, use, reproduce and distribute the Solution, the Modifications and the Specifications during the Term in order to fully meet the Province's business and operational needs as described in the NRFP;
- (b) to modify the Specifications as the Province may deem necessary in its sole and absolute discretion during the Term in order for the Province to create customized Specifications specific to the Province's use of the Solution (the "**Customized Specifications**"); and
- (c) to the extent that any Incorporated Material remains embedded or incorporated in the New Material, to exercise in perpetuity, in respect of any such Incorporated Material, the rights of the copyright owner as set out in the *Copyright Act*, including the right to use, reproduce, modify, publish and distribute that Incorporated Material.

The grant of licenses will include: (a) the ability of the Province's third-party service providers to use the Contractor Material as required in order to provide Services to the Province in connection with the Solution; and (b) the right to make a reasonable number of back-up copies of the Solution (including any Modifications) for archival or disaster recovery purposes.

Other Licenses and Permissions

The Contractor will be required, at its expense, to make all necessary arrangements that the Province, in its sole discretion, considers necessary to ensure business/operations continuity, and to secure as required and to grant any necessary permissions, licenses or other rights required for the provision of the Solution and the Services under the Contract.

INDEMNITY AND INSURANCE

The Contract will incorporate indemnity and insurance provisions consistent with the following:

Indemnification by Contractor

The Contractor must, at a minimum, indemnify and save harmless the Province and the Province's employees and agents from any damages or losses that the Province or its employees or agents may incur, sustain, suffer or be put to by reason of or arising out of: (a) any third-party claim that the Solution or the Services infringe any patent, copyright, trade secret or other intellectual property right; (b) bodily injury or damage to real property or tangible personal property; or (c) a breach by the Contractor of the provisions of the Contract relating to confidentiality, privacy or security, including the applicable privacy and security provisions and schedules.

The Contract will not contain a provision limiting damages or losses to which the above indemnification provisions apply.

The Contract will not contain a provision requiring the Contractor to have sole control of the defense of any claim against the Province, whether expressed as a condition of indemnification by the Contractor or not, unless that provision is stated to be subject to the provisions of the *Attorney General Act* (BC), which provides that the Attorney General has the regulation and conduct of all litigation for or against the

government.

Note to Proponents: *The Province does not typically provide indemnities to its contractors other than in exceptional circumstances. All indemnities either requested from or provided by the Province are subject to the provisions of the Indemnities and Guarantees Regulation under the FAA.*

Insurance

The Contractor will obtain, maintain and pay for any insurance which the Contractor is required by law to carry, or which is appropriate to cover risks relating to the provision of the Services, with insurers licensed in Canada in forms, types and amounts acceptable to the Province.

Note to Proponents: *Specific details will be finalized during Contract negotiation, based on the Services descriptions in the NRFP, the lead Proponent's Proposal, and such other terms and conditions as may be finalized to the satisfaction of the Province.*

Workers Compensation

Without limiting the generality of the Contractor's obligation to comply with all applicable laws, the Contractor must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under the Contract, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at its expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with the previous two sections.

DISPUTE RESOLUTION

The Contract will incorporate dispute resolution provisions that will apply generally to disputes arising out of or in connection with the Contract, which may contemplate escalating levels of dispute resolution.

KEY PERSONNEL

The Contract will contain provisions requiring the Contractor to: (a) designate named individuals to fulfill certain roles that the Province considers vital to the success of the Contract, including the roles of customer sales representative, director of engineering, customer success manager (who may be the same individual as the customer sales representative), and implementation project manager; and (b) provide the Province with notice of any change to the individuals assigned to these roles.

SUBCONTRACTING

The Contract will incorporate provisions consistent with the following:

Approved Subcontractors

The Contractor must not subcontract, or allow the further subcontracting (including to an affiliate), of any of its obligations under the Contract other than to subcontractors approved in advance by the Province to perform those obligations.

Responsibility for Subcontractors

No subcontract, whether consented to or not, will relieve the Contractor from any obligations under the Contract. The Contractor must ensure that:

- (a) any person or entity retained by the Contractor to perform obligations under the Contract; and
- (b) any person or entity retained by a person or entity described in paragraph (a) to perform those obligations

fully complies with the Contract in performing the subcontracted obligations.

SOURCE CODE PROTECTION:

The Contract will incorporate source code protection provisions with respect to the Solution, including the requirement that the Contractor, at its cost, deposit a current copy of the Solution with a third party escrow agent, update such copy as required to ensure it remains up to date, and permit and facilitate the release of such escrow deposit to the Province in certain circumstances.

THIRD PARTY AND OPEN SOURCE SOFTWARE

The Contract will not contain a provision requiring the Province to agree to any third party or open source software terms, even if such software is incorporated into or provided with the Solution, unless such terms have been provided by the Contractor to the Province during contract negotiation and the Province has determined, in its sole discretion, that such terms are consistent with the Contract and are otherwise acceptable to the Province.

AGILE PROCESSES

The Contract will incorporate provisions pertaining to the parties' respective roles and responsibilities when Agile workflows are required as part of the Services.

GENERAL

The Contract will incorporate general provisions, including a provision with respect to survival of specified provisions of the Contract (including provisions with respect to indemnity and insurance, privacy and security, confidentiality, compliance with laws, intellectual property, records and reports, audit and dispute resolution), and provisions consistent with the following:

Assignment

The Contractor must not assign any rights or transfer any obligations of the Contractor under the Contract, including as a result of any change in corporate control, without the Province's prior written consent. The Province may assign at any time, in its discretion, and without the consent of the Contractor but upon reasonable prior written notice, the Contract or any of its rights or obligations under the Contract to any "government corporation" as defined in the FAA.

Conflict of Interest

The Contractor must not provide any services to any person or entity in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person or entity and the Contractor's duties to the Province under the Contract.

Notices

The Contract will contain a notice provision that sets out the requirements for notices and other communications between the Province and the Contractor.

Force Majeure

The Contractor will only be relieved of its obligations under the Contract as a result of and for the duration of a force majeure event if and to the extent the Contractor's non-performance could not have been prevented by reasonable foresight or precautions or otherwise mitigated.

Governing Law

The Contract will be governed by, and will be interpreted and construed in accordance with, the laws applicable in British Columbia, without regard to principles of conflicts of law. To the extent to which it would otherwise be applicable, the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract, and the Contract will include a provision expressly excluding its application.

Limitation Period

The Contract will not contain a provision that is contrary to the applicable limitation periods set out in the *Limitation Act* (BC).

Jurisdiction and Venue

Subject to any escalating levels of dispute resolution as set out in the dispute resolution provisions of the Contract, disputes arising in connection with the Contract will be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia). The place of arbitration will be Victoria, British Columbia, and the arbitration will be conducted in English and administered by the British Columbia International Commercial Arbitration Centre under its rules of arbitration. Exceptions include the right to commence legal proceedings to protect any Province Material, Province intellectual property or Province confidential information; to defend any legal proceeding involving third parties; to enforce arbitration awards; or to preserve any legal right or remedy from expiring due to a limitation period. Any provision that contemplates recourse to the courts (whether with respect to the above exceptions or otherwise) will include a statement indicating that the parties consent to the exclusive jurisdiction and venue of the courts of British Columbia.

Unless otherwise instructed, the Contractor will continue to perform its obligations under the Contract in the event of and for the duration of any dispute.

Entire Agreement and Amendments

The Contract will form the entire agreement between the Province and the Contractor with respect to its subject matter. Without limiting the foregoing, no electronic or online terms of the Contractor will be incorporated by reference into the Contract (e.g. by reference to a URL). Any provisions from the Proponent Terms are subject to negotiation pursuant to this Appendix D, and any such provisions forming part of the Contract will be included in the Contract in their entirety.

The Contract will not contain any provision from the Proponent Terms allowing the Contractor to make unilateral amendments. Amendments to the Contract will be effective only if they are in writing and signed by both the Contractor and the Province.

Equitable Relief

The Contract will not contain a provision that is contrary to section 11(2)(a) of the *Crown Proceeding Act* (BC), which provides that the court must not grant an injunction or make an order for specific performance against the government.

Execution by Counterpart

The Contract will contain a provision allowing the parties to execute by counterpart and to deliver such counterparts electronically, including by email with a PDF attachment.

Exhibit 1 –Solution Requirements

At the Go-Live Date, the Solution will, at a minimum, meet the following Baseline Solution Requirements:

- a) security and access;
- b) Drafting;
- c) Editing;
- d) Assembling;
- e) Consolidating;
- f) Pre-Publishing.

Note to Proponents: Details of the Baseline Solution Requirements will be as identified in the lead Proponent's Self Assessment of SF, WR or AM in Column C of the Proponent's Response Tab in APPENDIX F2 – REQUIREMENTS WORKBOOK for each of the above Baseline Requirements.

Following the Go-Live Date, the Solution will, at a minimum, have the following functionality, the details and timelines for which will be as detailed in the applicable statement of work:

- a) project management and report generation;
- b) system integration and conversion; and
- c) workflow, search and document functions.

Note to Proponents: Details and timeline for implementation of the remaining functionality to be detailed in the applicable SOWs, based on the features identified in the lead Proponent's Self Assessment of SF, WR or AM in Column C of the Proponent's Response Tab in APPENDIX F2 – REQUIREMENTS WORKBOOK.

Exhibit 2 – Services

Note to Proponents: Specific details of the Services to be finalized during Contract negotiation, based on the Services descriptions in the NRFP, the lead Proponent's Proposal, and such other terms and conditions as may be finalized to the satisfaction of the Province.

The Contractor will provide, at a minimum, the following types and level of Services:

Implementation Services

The Contractor will provide implementation Services that include the following at a minimum:

Phase 1

(a) Installation

- a. Project planning, including development of an Implementation plan;
- b. Project management of the Implementation plan and process; and
- c. installation of the COTS.

Phase 2

(b) Configuration and Customization

- a. Configuration and Customization as required to ensure that the Solution meets the Baseline Solution Requirements prior to the Go-Live Date; and
- b. Implementation of a software version control process to track Configuration and Customization of the Solution in order to ensure the proper management of and consistent revision processes for the source code of the Solution.

(c) User Acceptance Testing

- a. development of a User acceptance testing process in consultation with the Province to allow Users to become familiar with the Solution and test subsequent changes in a non-production environment.

(d) Data Conversion/Migration

- a. Data Conversion/Migration of existing documents and associated metadata identified by the Province from the Province's existing environment to the Solution.

(e) Training

- a. provision of a training strategy developed in consultation with the Province that identifies the type of training (including train the trainer and end user training) and the mechanism and roll-out plan for delivering advanced training for super Users and standard training for other Users; and
- b. management and implementation of training for Users

(f) Documentation

- a. provision of documentation for the Solution, including at a minimum, as follows:
 - i. following installation of the COTS, such documentation regarding the operation and use of the COTS as the Contractor makes generally available to its customers, including with respect to installation; and
 - ii. prior to the Go-Live Date, any additional documentation regarding Customization and Configuration of the Solution as well as documentation with respect to business continuity and disaster recovery planning in relation to the Province's use of the Solution.

(g) Reporting

- a. provision of status reports, at a minimum, on a bi-weekly basis or such other frequencies as determined by the Province.

Post-Implementation Services

After the Go-Live Date, the Contractor will provide post-implementation Services that include the following at a minimum:

(a) Maintenance and Support

- a. provision of support for the Solution during Business Hours to system administrators, including at a minimum:
 - (A) use of Contractor's helpdesk system for:
 - 1. communicating and tracking logged corrective and preventative maintenance requests;
 - 2. completing activities and providing help desk Services to fulfill incident and maintenance requests to resolve Solution interruptions as quickly as possible, and/or identify fixes or workarounds when required;
 - (B) assistance to the Province in providing support for the Solution to the OLC; and
 - (C) provision of knowledge transfer and mentoring to Province personnel to better equip Province personnel to provide support for the Solution to the OLC.

The Contractor will meet applicable services levels, if any, in connection with the provision of support for the Solution.

- b. Maintenance and Support Services, including at a minimum:

- i. corrective maintenance (e.g., bug fixes, defect evaluation and repair);
- ii. preventative maintenance that includes pro-active activities to ensure the Solution continues to perform as required (e.g., analysis and installation of hotfixes; service packs as required; analysis and installation of platform security and OS fixes as required; performance tuning; best practices recommendations; database maintenance, analysis and review);
- iii. Solution upgrades and updates, coordinated with the Province and implemented in a manner that minimizes error post-implementation and ensures any changes applied for the Province (e.g. Configuration, Customization, Enhancements) remain intact; and
- iv. engagement and support of the change management and release management process for the Solution.

(b) Additional Configuration, Customization and Enhancements

- a. upon request by the Province pursuant to a statement of work, provision of
 - i. additional Configuration;
 - ii. additional Customization to deliver additional functionality; and
 - iii. Enhancements; and
- b. ongoing software version control process to track Customization of and Enhancements to the Solution in order to ensure the proper management of and consistent revision processes for the source code of the Solution.

(c) User Acceptance Testing

- a. provision of User acceptance testing in relation to additional Customization and Enhancements.

(d) Additional Data Conversion/Migration

- a. upon request by the Province pursuant to a statement of work, provision of additional Data Conversion / Migration for additional documents and associated metadata identified by the Province from the Province's existing environment to the Solution.

(e) Additional Training

- a. provision of additional training in relation to the Solution, including training for new employees, training regarding updates and upgrades, Customizations and Enhancements and training for specific groups of Users.

(f) Documentation

- a. provision of ongoing documentation for the Solution, including at a minimum, user documentation, system administration manuals, recent product release notes, a comprehensive data dictionary and additional documentation regarding additional Customization of the Solution and Enhancements, as well as updated documentation regarding business continuity and disaster recovery planning.

(g) Reporting

- a. provision of status reports as detailed in the applicable statement of work.

(h) Transition Services

- a. provision of transition Services as required to transfer required knowledge and provide for the smooth transition to another solution as appropriate, including at a minimum, the following:
 - i. participating in transition planning processes with the Province and/or a new service provider, if applicable; and
 - ii. providing such other assistance to the Province as may be reasonably required in connection with the transition to a new system and service provider, including the preparation of a transition plan.

Exhibit 3 - Fees

\$_____ is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in this Agreement).

The Province will pay to the Contractor the Fees as follows:

Annual Fees

1) Licensing Fee - (Existing Users)

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7

Note to Proponents: Details of the licensing fee in the above table will be based on the applicable annual licensing amounts proposed in the lead Proponent's Proposal for the Province's existing number of Users as outlined in the NRFP

2) Licensing Fee - (New Users)

Note to Proponents: Details of the fees for new Users will be based on the applicable incremental license pricing (if any) for additional Users, broken down by User type (if applicable) proposed in the lead Proponent's Proposal.

3) Maintenance and Support Services – Annual Fee

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7

One-Time Fees

1) Implementation - Phase 1 - One Time Installation Fee \$_____

Time and Materials Fees

1) Implementation – Phase 2

Service	Role(s)	Hourly Rate	Estimated Number of Hours	Total Fees
Configuration				
Customization				

Data Conversion/Migration				
Training				
Other (User Acceptance Testing, Documentation and Reporting)			N/A	N/A

Note to Proponents: Details of the fees for the Services for Implementation - Phase 2 will be based on the applicable T&M Rates and estimated number of hours in the lead Proponent's Proposal, as further negotiated and finalized to the satisfaction of the Province.

2) Post-Implementation Services

Service	Role(s)	Hourly Rate
Data Conversion / Migration		
Configuration		
Customization		
Training		
Enhancements		
Other (User Acceptance Testing, Documentation, Reporting, Post-Term Transition Services)		

Note to Proponents: Details of the fees for Post-Implementation Services will be based on the applicable T&M Rates and finalized to the satisfaction of the Province in the applicable statement of work.

3) Transition Services

During the Term, the Contractor will provide transition Services to the Province at no additional cost. For any transition Services provided to the Province after the expiry or sooner termination of the Contract, the Province will pay the Contractor fees on a time and materials basis at the applicable hourly rates for Post-Implementation Services in effect as of the date of such expiry or sooner termination.

Exhibit 4 – Security Schedule

Definitions

1. In this Schedule:

- (a) **"Device"** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **"Facilities"** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **"Personnel"** means all individuals hired or used by the Contractor and subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a subcontractor if an individual;
- (f) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **"Protected Information"** means any and all:
 - (i) "personal information" as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;
- (h) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **"Tenancy"** means those components of the Systems that:

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

- (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:

- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
- (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
- (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart

cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Exhibit 5 – Tax Verification Schedule

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

APPENDIX E – SUBMISSION DECLARATION

Appendix E is a separate document/attachment on BC Bid

APPENDIX F – PROPONENT RESPONSE WORKBOOKS

APPENDIX F consists of six (6) separate documents/attachments on BC Bid

APPENDIX F1 – PROPONENT WORKBOOK

APPENDIX F2 – REQUIREMENTS WORKBOOK

APPENDIX F3 – DEMONSTRATION INSTRUCTIONS

APPENDIX F3A – DEMONSTRATION REFERENCE MATERIAL.zip

- Regulations.zip
- Statutes.zip
- Webinar Reference Material.pdf

APPENDIX F4 – SERVER REQUIREMENTS WORKBOOK

APPENDIX F5 – PRICING WORKBOOK

APPENDIX G – EVALUATION CRITERIA

Proposals will be assessed in accordance with the entire requirement of the NRFP through the following stages:

1. Mandatory form submission requirements review (Stage 1);
2. Other mandatory requirements review (Stage 2)
3. Weighted criteria (Stage 3); and
4. Reference Check (Stage 4).

1. MANDATORY FORM SUBMISSION REQUIREMENTS CRITERIA

As set out in Stage 1 – Mandatory form submission requirements review, Proposals not clearly demonstrating that they meet the following mandatory criteria, will be excluded from further consideration during the evaluation process.

Mandatory Requirements
The Proposal must be received at the Closing Location before the Closing Date and Time.
The Proposal must be in English.
The Proposal pricing must be in Canadian Dollars (CAD).
The Proponent must include an operational downloadable link, received via Proponent's email Proposal submission, that connects to the Proponent's Demonstration as per APPENDIX F3.
The Proposal must include the APPENDIX E – SUBMISSION DECLARATION FORM signed by an authorized representative of the Proponent.
The Proposal must include APPENDIX F1 – PROPONENT WORKBOOK prepared by the Proponent.
The Proposal must include APPENDIX F2 – REQUIREMENTS WORKBOOK prepared by the Proponent.
The Proposal must include APPENDIX F4 – SERVER REQUIREMENTS WORKBOOK prepared by the Proponent.
The Proposal must include APPENDIX F5 – PRICING WORKBOOK prepared by the Proponent.

2. OTHER MANDATORY REQUIREMENT CRITERIA

As set out in Stage 2 – Other mandatory requirements review, Proposals not clearly demonstrating that they meet the following mandatory criteria, will be excluded from further consideration during the evaluation process.

Other Mandatory Requirements
The Solution must be owned directly by the Proponent (i.e. the Proponent is the software manufacturer, not a value-added reseller or integrator) and the Proponent must be able to grant a license for use to the Province.
The Solution must be an On-Premise solution (i.e. not a private or public cloud solution)
The Solution must be an existing COTS legislative drafting solution (i.e. not built from scratch for the Province).

3. WEIGHTED CRITERIA

As set out in Stage Three - weighted criteria, each compliant Proposal will be evaluated on the basis of the weighted criteria. The table below sets out the criteria categories, weightings and corresponding section in APPENDIX G – EVALUATION CRITERIA with the applicable details for the category.

Weighted Criteria	Weight
Proponent Workbook Criteria (APPENDIX F1)	
Corporate Experience	5
Dedicated Team	3
Implementation	25
Data Conversion/Migration	20
Training	10
System Testing and UAT Testing	10
Maintenance and Support Services	20
Post Implementation Professional Services	5
Transition Services	2
APPENDIX F1 Subtotal (15%)	100
Requirements Workbook (APPENDIX F2)	
1. Workflow, Search, Document Functions	15
2. Security and Access	5
3. System Integration and Conversion	10
4. Drafting	20
5. Editing	10
6. Assembling Bills	10
7. Consolidation	10
8. For Pre-Publication	10
9. Project Management and Report Generation	10
APPENDIX F2 Subtotal (40%)	100

Demonstrations will be evaluated against the following weighted criteria:

Proponent Solution Demonstration criteria (reference APPENDIX F3)	Weight
System Overview	7

Project Initiation	5
Drafting	20
Collaboration	7
Communication and Project Management	5
Editing	10
Searching	5
Security	3
Version Control	3
Assembling	10
Consolidating	10
Reporting	5
Performance, Usability and User Experience	10
APPENDIX F3 Subtotal (30%)	100

4. PRICING

Pricing will be scored in accordance with the price evaluation method set out herein with prices added to the scores for the non-pricing weighted criteria.

Pricing will be evaluated by considering the following, and as contained in the Proponent's proposal:

- total price for Implementation, Phase 1 and Phase 2; and
- Software Solution pricing.

Pricing Workbook (APPENDIX F5)	
Implementation	
• Phase 1 - Installation Fee	\$
• Phase 2 – Configuration, Customization, Data Conversion/Migration, Training	\$
Software Solution pricing for Initial Term	
• Licencing	\$
• Licencing Additional Licenses	\$
• Maintenance and Support	\$
APPENDIX F5 Pricing Subtotal (15%)	\$

5. REFERENCE CHECK

Please refer to section 8.6 of the NRFP, Stage 4 – External Reference Check.